

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 22, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Electronic Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable, April 23rd; Three Payroll Payables: March 30th, \$198,703.73; April 7th, \$165,816.84 & \$3,000
 - b. Resolution No. R-2020-6: County Assessment Function Funding Assistance (CAFFA) Grant application to the Department of Revenue
 - c. Contract Renewal with Community Counseling Solutions for Services to the Sheriff's Office
 - d. Law Enforcement Services Agreement with the Morrow County School District for School Resource Officer
 - e. Law Enforcement Services Agreement with the Ione School District for School Resource Officer
 - f. Law Enforcement Services Agreement with the City of Heppner
 - ~~g. Law Enforcement Services Agreement with the City of Irrigon~~
 - h. Request to Issue Bank Credit Card to Community Development Director
5. **Business Items**
 - a. Irrigon Building Update
 - b. Governor's Executive Order No. 20-16 – Public Meetings
 - c. Morrow County Government Command Center Update
 - d. **Updates for Code Enforcement Draft Amendment and RV Campgrounds (Gregg Zody, Community Development Director)**
 - e. Enterprise Zone III Application
 - f. Umatilla Electric Cooperative/Public Utility Commission Filing
 - g. Discuss Opening Date for Parks (Matt Scrivner, Public Works Director; Greg Close, Parks General Manager)
 - h. Public Works Purchase Request – Articulated Vibratory Roller, \$53,370 (Eric Imes, Assistant Road Master) (placeholder)
6. **Department Reports - Written**
 - a. Road Department Monthly Report
 - b. Clerk's Quarterly Report
 - c. Human Resources Quarterly Report
 - d. Surveyor's Quarterly Report
 - e. Public Health Department Quarterly Report
 - f. Weed Department Quarterly Report
7. **Correspondence**
8. **Commissioner Reports**

9. Signing of documents

10. Adjournment

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

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

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

Electronic Meeting Information

Morrow County Board of Commissioners is inviting you to a scheduled Zoom meeting. Join Zoom Meeting

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Meeting ID: 541-676-2546

Find your local number: <https://zoom.us/u/abD3eWKYVW>

Meeting Center Phone Conference Option (Please only use this if Zoom video or audio is not available):

To join the audio conference, dial 541-676-5692, then enter access code: **78120#**

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

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

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

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

The dollar amount listed on the attached resolution for review purposes contains budget numbers from the 2020-21 budget hearings. The dollar amount listed on the resolution matches the amount listed on the grant application and includes the entire budget for assessment and tax as well as portions of the Treasurer's budget for tax distribution and the BoPTA (Board of Property Tax Appeals) budget.

2. FISCAL IMPACT:

Positive

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

Motion to approve and sign

Attach additional background documentation as needed.

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

IN THE MATTER OF ASSESSMENT)
AND TAXATION GRANT BETWEEN) RESOLUTION NO. R-2020-6
MORROW COUNTY AND OREGON)
DEPARTMENT OF REVENUE)

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

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

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

THE MORROW COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES:

Morrow County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$954,715.00, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the County for the quarter in which the County is out of compliance.

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

This Resolution shall be effective immediately.

Dated this 22nd day of April 2020.

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

Melissa Lindsay, Chair

Jim Doherty, Commissioner

Approved as to Form:

Don Russell, Commissioner

Morrow County Counsel



Form 1 Grant Application Staffing

2020-2021

	Column 1	Column 2	Column 3
County <u>MORROW</u>	Approved FTE current year (2019-20)	Budgeted FTE coming year (2020-21)	Change (Column 2 less Column 1)
A. Assessment administration			
Assessor, deputy, etc.	1.00	1.00	0.00
Assmt. support staff, deed clerks and data entry staff	1.20	1.20	0.00
Total assessment administration staff	2.20	2.20	0.00
B. Valuation and appraisal staff			
Chief appraisers/appraiser supervisor	0.00	0.00	0.00
Lead appraisers.....	0.70	0.70	0.00
Residential appraisers	1.50	1.50	0.00
Commercial/industrial appraisers	0.20	0.20	0.00
Farm/forest/rural appraisers.....	0.30	0.30	0.00
Manufactured structure/floating structure appraisers	0.50	0.50	0.00
Personal property appraisers.....	0.10	0.10	0.00
Personal property clerks.....	0.10	0.10	0.00
Sales data analyst.....	0.60	0.60	0.00
Data gatherers and appraisal techs.....	0.00	0.00	0.00
Total valuation and appraisal staff	4.00	4.00	0.00
C. Board of Property Tax Appeals (BoPTA)			
	0.02	0.02	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.....	0.40	0.40	0.00
Support and collection	0.40	0.40	0.00
Tax distribution	0.30	0.30	0.00
Foreclosure and garnishment.....	0.00	0.00	0.00
Total tax collection and distribution	1.10	1.10	0.00
E. Cartography and GIS administration			
Cartographic/GIS supervisor.....	0.00	0.00	0.00
Lead cartographers	0.00	0.00	0.00
Cartographers.....	0.00	0.00	0.00
GIS specialists.....	0.00	0.00	0.00
Total cartographic and GIS staff	0.00	0.00	0.00
F. Dedicated IT services for A&T			
	0.00	0.00	0.00
G. Total assessment and taxation staffing			
	7.32	7.32	0.00



Form 2 Explanation of Staffing Issues

2020-2021

County MORROW

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

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



Form 3 General Comments

2020-2021

County MORROW

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

The additional \$15,500 in budget line item "Professional Services" is for some contract appraisal help with the valuation of a new 8,000 head dairy operation which was partly constructed in 2017 and 2018, went into bankruptcy, subsequently sold to a new owner and is currently in the process of being completed. I am not an expert in new large dairy valuation and there is little or no market information regarding such properties. The totals on Form 7 do not match exactly to the budget amounts due to the benefits component of personnel expenses being an estimate and because Morrow County does not attribute rent, phone, internet and IT services to individual departments.



Form 4 Valuation and Appraisal Resources

2020-2021

County <u>MORROW</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2019-20)	Estimated (2020-21)	Actual (2019-20)	Estimated (2020-21)
Activities				
1. Real property exceptions, special assessments and exemptions				
New construction.....	580	520	0.40	0.40
Zone changes.....	1	1	0.10	0.10
Subdivisions, segregations, and consolidations..	100	80	0.20	0.20
Omitted properties	5	5	0.05	0.05
Special assessment qualification and disqualification	25	25	0.15	0.15
Exemptions.....	30	35	0.20	0.20
Subtotal.....	741	666	1.10	1.10
2. Appeals and assessor review				
Assessor review and stipulations	30	30	0.10	0.10
BOPTA	3	5	0.05	0.05
Department of Revenue.....	5	5	0.10	0.10
Magistrate Division of the Oregon Tax Court.....	1	1	0.05	0.05
Regular Division of the Oregon Tax Court	0	0	0.00	0.00
Subtotal.....	39	41	0.30	0.30
3. Real property valuation				
Physical reappraisal.....	884	1,492	0.75	0.75
Recalculation only—no appraisal review	8,250	7,600	0.25	0.25
Subtotal.....	9,134	9,092	1.00	1.00
4. Business personal property (returns mailed)	495	500	0.30	0.30
5. Ratio			0.20	0.20
6. Continuing education			0.40	0.40
7. Other valuation—appraisal activity			1.00	1.00
8. Total valuation and appraisal staff (FTE)			4.30	4.30



Form 5 Tax Collection and Distribution Work Activity

2020-2021

County MORROW

	Number of accounts by activity	
	Actual (2019-20)	Estimated (2020-21)
1. Number of accounts requiring roll corrections		
Business personal property	6	10
Personal property manufactured structures	15	15
Real property	12	16
2. Number of accounts requiring a refund		
Business personal property	4	6
Personal property manufactured structures	12	15
Real property	52	55
3. Number of delinquent tax notices sent		
Business personal property	25	40
Personal property manufactured structures	140	180
Real property	450	650
4. Number of foreclosure accounts processed		
Real property only	18	18
5. Number of accounts issued redemption notices		
Real property only	4	4
6. Number of warrants	79	85
7. Number of garnishments	0	0
8. Number of seizures	0	0
9. Number of bankruptcies	9	12
10. Number of accounts with an address change processed	1,811	1,850
11. How many second trimester statements do you mail?	1,491	
12. How many third trimester statements do you mail?	1,201	
13. Does the county contract for lock box service?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
14. Does the county use in-house remittance processing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
15. Is tax collecting combined with another county function?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe that function on Form 2.		



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2020-2021

County MORROW

**Assessment and administrative support
work activity**

	<u>Numbers by activity</u>	
	<u>Actual (2019-20)</u>	<u>Estimated (2020-21)</u>
1. Number of deeds worked	<u>770</u>	<u>850</u>

Cartography work activity

	<u>Numbers by activity</u>	
	<u>Actual (2019-20)</u>	<u>Estimated (2020-21)</u>
1. Number of new tax lots	<u>75</u>	<u>50</u>
2. Number of lot line adjustments	<u>5</u>	<u>5</u>
3. Number of consolidations	<u>4</u>	<u>2</u>
4. Number of new maps	<u>1</u>	<u>1</u>
5. Number of tax code boundary changes	<u>0</u>	<u>0</u>



Form 7 Summary of Expenses

2020-2021

County MORROW

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
Current operating expenses							
1. Personnel services	184,391	395,427	2,031	115,503	0	0	697,352
2. Materials and services	42,500	63,050	1,500	55,950	20,000	22,400	205,400
3. Transportation	2,000	4,000	0	500	0	0	6,500
4. Total current operating expenses (Total direct expenses)	228,891	462,477	3,531	171,953	20,000	22,400	909,252

* Include approved grant funding for ORMAP

Indirect expenses

5. Total direct expenses (line 4)	909,252
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0.05
Total indirect expenses (line 5 multiplied by line 6)	45,463
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
Total indirect expenses (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. Total indirect expenses	45,463

Capital outlay

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	0	0
9. Total direct and indirect expenses (sum of lines 4 and 7)							954,715
10. Direct and indirect expenses multiplied by 0.06							57,283
11. The greater of line 10 or \$50,000.....							57,283
12. Capital outlay (the lesser of line 8 or line 11)							0
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12)							954,715

Form 8

Grant Application Resolution

MORROW County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

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

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

MORROW County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$954,715. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

The County designates the following individual as the contact for this grant application.

<u>MIKE GORMAN</u>	<u>(541) 676-5607</u>	<u>mgorman@co.morrow.or.us</u>
Name	Phone	Email

County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

Chair/Judge or Appointee	Title	Sign Date
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RACIAL AND ETHNIC IMPACT STATEMENT

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

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

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

Indicate all that apply:

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

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

Indicate all that apply:

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

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

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

I HEREBY CERTIFY on this 15 day of April, 2020, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Printed Name: N/A

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

From: [Richard Tovey](#)
To: [Mike Gorman](#); [Justin Nelson](#)
Subject: RE: CAFFA Grant Resolution
Date: Thursday, April 2, 2020 2:46:38 PM

Mike-

I have reviewed the CAFFA Grant Resolution that you attached and have no issues with the form or content.

Thanks-

Rich

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

From: Mike Gorman
Sent: Thursday, April 2, 2020 1:35 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Subject: CAFFA Grant Resolution

Justin/Rich,

Please review the attached Resolution for my CAFFA Grant. Roberta has issued the Resolution number. I will have to edit the dollar amount after Budget Hearings and prior to approval and signing.

Thanks,

Mike Gorman
Morrow County Assessor/Tax Collector
100 Court Street
PO Box 247
Heppner, OR 67836
541-676-5607



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

(For BOC Use)
Item #
4C

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

Presenter at BOC: Sheriff Matlack or Undersheriff Bowles
Department: Sheriff's Office
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5101 or 5102
Requested Agenda Date: April 15, 2020

RENEW Contract for Services with Community Counseling Solutions

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Community Counseling Solutions
Contractor/Entity Address: 550 W. Sperry St., Heppner, OR 97836
Effective Dates - From: July 1, 2020 Through: June 30, 2021
Total Contract Amount: \$24,000. Budget Line: 510-113-5-20-2435
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
John A. Bowles 4/13/20 Department Director Required for all BOC meetings
DATE
Dawley 4/20/20 Administrator 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 following are the procedures we took when we signed an agreement with CCS last year.

We have contacted the other two companies in the outlying area that provide similar services. They are Lifeways and New Horizons. (No other agency operates in South Morrow County)

*Lifeways advised that they cannot provide all the services requested as they do not offer Sex Offender Treatment.

*New Horizons have been contacted several times. They have not answered their phones, nor returned a call. New Horizon's website says they are an Alcohol Treatment Center with focus on Substance Abuse Treatment. They show no indication that they have added the other services we are requesting.

Therefore we would like to continue with Community Counseling Solutions. We have been happy with our business relationship with them and they have an excellent reputation across the state and offer services covering all of Morrow County.

Only the dates are changing on this contract from last year, the dollar amounts remain the same.

2. FISCAL IMPACT:

\$6,000. each quarter for a Total Fiscal Impact of \$24,000.

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

Request Contract Renew approval and signatures from the Board of Commissioners.

Attach additional background documentation as needed.

51 Contract as if the subcontractor were the Contractor. County's consent to any subcontract shall not
52 relieve Contractor of any of its duties or obligations under this Contract.

53 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties
54 hereto, and their respective successors and assigns, if any.

55
56 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the
57 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be
58 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons
59 unless such third persons are individually identified by name herein and expressly described as intended
60 beneficiaries of the terms of this Contract.

61
62 **8. Funds Available and Authorized**

63 a. Contractor shall not be compensated for work performed under this contract by any other County or
64 department of the State of Oregon. County has sufficient funds currently available and authorized for
65 expenditure to finance the costs of this Contract.

66 b. County will only pay for completed work that is accepted by County.

67
68 **9. Representations and Warranties**

69 a. Contractor's Representations and Warranties. Contractor represents and warrants to County that (1)
70 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when
71 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance
72 with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner
73 and in accordance with the highest professional standards, and (4) Contractor shall, at all times during
74 the term of this Contract be qualified, professionally competent, and duly license to perform the Work.

75 b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of,
76 any other warranties provided.

77
78 **10. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and
79 **County**, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages,
80 liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the
81 activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

82
83 **11. Insurance.** Contractor shall provide insurance as required by State law. Contractor will carry
84 professional liability or general liability insurance, sufficient to cover all the services which are provided
85 under the agreement. Said insurance will have a combined single limit equivalent of not less than \$500.00
86 each claim, incident, or occurrence.

87
88 **12. Termination**

89 a. Parties Right to Terminate For Convenience. This Contract may be terminated at any time by
90 mutual written consent of the parties.

91 b. County's Right to Terminate for Convenience. County may, at its sole discretion, terminate this
92 Contract, in whole or in part, upon thirty (30) days notice to Contractor.

93 c. Remedies- i) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy
94 shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of
95 Work completed and accepted by County, less previous amounts paid and any claim(s) which State
96 has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor
97 under this subsection, Contractor shall pay any excess to County upon demand.

98 d. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract,
99 Contractor shall immediately cease all activities under this Contract, unless County expressly
100 directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall
101 deliver to County all documents, information, works-in-progress and other property that are or

102 would be deliverables had the Contract been completed. Upon County request, Contractor shall
103 surrender to anyone County designates, all documents, research or objects or other tangible things
104 needed to complete the Work.
105

106 **13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**
107 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,**
108 **CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY**
109 **DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS**
110 **CONTRACT IN ACCORDANCE WITH ITS TERMS.**
111

112 **14. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in
113 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other
114 records pertinent to this Contract in such a manner as to clearly document Contractor's performance.
115 Contractor acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal
116 government and their duly authorized representatives shall have access to such fiscal records and other books,
117 documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations
118 and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal
119 records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period
120 as may be required by applicable law, following final payment and termination of this Contract, or until the
121 conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is
122 later.
123

124 **15. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,
125 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the
126 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of
127 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and
128 ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v)
129 all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and
130 regulations. County's performance under this Contract is conditioned upon Contractor's compliance with the
131 provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference
132 herein.
133

134 **16. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused
135 by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's
136 reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a
137 cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its
138 obligations under this contract.
139

140 **17. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except
141 For the rights and obligations set forth in Sections 1,9,10, 11, 13,14,15,19 and 24.
142

143 **18. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
144

145 **19. Notice.** Except as otherwise expressly provided in this Contract, any communication between the
146 parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or
147 mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the
148 signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate
149 pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be
150 given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to
151 be given when receipt of the transmission is generated by the transmitting machine. To be effective against
152 County, such facsimile transmission must be confirmed by telephone notice to County's Contract

153 Administrator. Any communication or notice by personal delivery shall be deemed to be given when
154 actually delivered.

155

156 **20. Severability.** The parties agree that if any term or provision of this contract is declared by a court of
157 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and
158 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced
159 as if the contract did not contain the particular term or provision held to be invalid.

160

161 **21. Counterparts.** This Contract may be executed in several counterparts, all of which when taken
162 together shall constitute one agreement binding on all parties, notwithstanding that all parties are not
163 signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

164

165 **22. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number
166 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385,
167 OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority
168 will be used for the administration of state, federal and local tax laws.

169

170 **23. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed
171 in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,
172 action, suit or proceeding (collectively, "Claim") between County (and/or any other County or department of
173 the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted
174 solely and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however,
175 if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively
176 within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF
177 THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID
178 COURTS.

179

180 **24. Merger.** This contract and any attached exhibits constitute the entire agreement between the parties
181 on the subject matter hereof. There are no understandings, agreements, or representations, oral or written,
182 not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this
183 Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals
184 have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the
185 specific instance and for the specific purpose given. The failure of County to enforce any provision of this
186 Contract shall not constitute a waiver by County of that or any other provision.

187

188 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**
189 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**
190 **BOUND BY ITS TERMS AND CONDITIONS.**

191

CONTRACTOR DATA AND CERTIFICATION

192

193 **Name (tax filing):** COMMUNITY COUNSELING SOLUTIONS

194

195 **Address:** 550 W. Sperry Street, Heppner, OR 97836

196

197 **Citizenship, if applicable:** Non-resident alien Yes No

198

199 **Business Designation (check one):**

200

Corporation Partnership Limited Partnership Limited Liability Company

201

Limited Liability Partnership. Sole Proprietorship Other. _____

202

or SSN#: _____



203 Above payment information must be provided prior to contract approval. This information will be reported
204 to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS I099
205 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could
206 subject contractor to 31 percent backup withholding.
207

208 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of
209 perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is
210 not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor
211 has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to
212 report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to
213 backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge
214 regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation
215 of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an
216 independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.
217

218 **CONTRACTOR**
219 **COMMUNITY COUNSELING SOLUTIONS, INC**
220

221 By: *Hannah Kelly* Title: *Director* Date: *4-15-2020*
222
223 Phone number: *503-676-9111*
224

225 **COUNTY**
226 **MORROW COUNTY SHERIFF**
227

228 By: *Kenneth Matlack* Date: *04-15-20*
229

230 **MORROW COUNTY BOARD OF COMMISSIONERS**

231 Date: _____
232
233

234 _____
236 Melissa Lindsay, Chairman
237

238 _____
239 Jim Doherty, Commissioner
240
241

242 _____
243 Don Russell, Commissioner
244

245
246 Approved as to Form:
247
248
249 _____
250
251 Morrow County Counsel

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

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

Morrow County Sheriff's Office to provide School Resource Officer Services to Morrow County School District for the 2020-2021 school year.

2. FISCAL IMPACT:

Income \$ 75,000.

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

Recommend the Morrow County Board of Commissioners sign the Agreement.

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT
MORROW COUNTY SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S
OFFICE**

THIS AGREEMENT commencing on 1st day of August 2020, by and between the MORROW COUNTY SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
 - a. MCSO will provide (1) officer as SRO in Irrigon who will work with the District an average of 40 hours per week while school is in session. On weeks that there are not 40 hours scheduled in the school, the SRO will work for MCSO.
 - b. MCSO will provide (0.50) officer as SRO in Heppner who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
 - c. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the

SRO's presence is requested. The superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
 - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
 - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statues of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
 - a. The District shall pay Morrow County \$50,000 for the SRO serving Irrigon schools and \$25,000 for the SRO serving the Heppner schools. Payment will be made in two payments for the 2020-2021 school year. The first payment of \$37,500 will be due on or before the 15th day of December 2020. The second and final payment of \$37,500 will be due on or before the 15th day of March 2021. The total payment should not exceed \$75,000.
 - b. The District should not require any overtime. If the SRO is needed for any special activities the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
 - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
 3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
 4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes

including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2020-2021 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Morrow County School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent
Morrow County School District
PO Box 100
235 E. Stansbury St
Heppner, Oregon 97836

Morrow County Sherriff
PO Box 159
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the

postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

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

Melissa Lindsay, Chair

Date: _____

Jim Doherty, Commissioner

Date: _____

Don Russell, Commissioner

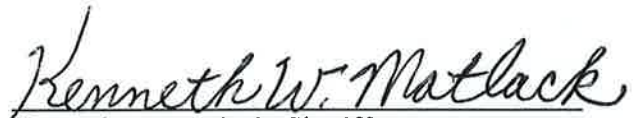
Date: _____

Approved as to Form:

Morrow County Counsel

Date: _____

MORROW COUNTY SHERIFF'S OFFICE



Kenneth W. Matlack, Sheriff
Morrow County Sheriff's Office

Date: 04-15-20

MORROW COUNTY SCHOOL DISTRICT



Dirk Dirksen, Superintendent
Morrow County School District

Date: 4-15-2020



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

(For BOC Use)
Item #
4e

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

Presenter at BOC: John Bowles, Undersheriff
Department: Sheriff's Office
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5102
Requested Agenda Date: April 15, 2020

Provide Sheriff's Office School Resource Officer Services to Ione SD

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Ione School District
Contractor/Entity Address: 445 Spring Street, PO Box 167, Ione, OR 97843
Effective Dates - From: August 2020 Through: June 2021
Total Contract Amount: Budget Line: 101-113-3-40-4745
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
John A. Bowles 4/3/20 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
K. Knop 4-6-20 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):

Provide School Resource Officer Services to the Ione School District

2. FISCAL IMPACT:

Income of \$25,000

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

Recommend MC Board of Commissioners sign the Agreement

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT
IONE SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT commencing on 1st day of August 2020, by and between the IONE SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

- I. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
 - a. MCSO will provide (0.50) officer as SRO in Ione who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
 - b. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
 - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
 - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
 2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
 - a. The District shall pay Morrow County \$25,000 for the SRO serving Ione. Payment will be made in two payments for the 2020-2021 school year. The first payment of \$12,500 will be due on or before the 15th day of December 2020. The second and final payment of \$12,500 will be due on or before the 15th day of March 2021. The total payment should not exceed \$25,000.
 - b. The District should not require any overtime. If the SRO is needed for any special activities, the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
 - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
 3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
 4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO

Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2020-2021 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Ione School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent
Ione School District
PO Box 167
445 Spring Street
Ione, Oregon 97843

Morrow County Sherriff
PO Box 159
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may

not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

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

Melissa Lindsay, Chair

Date: _____

Jim Doherty, Commissioner

Date: _____

Don Russell, Commissioner


Date: _____

Approved as to Form:

Morrow County Counsel

Date: _____

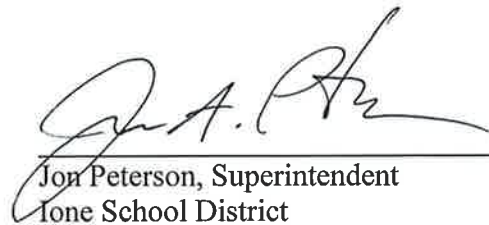
MORROW COUNTY SHERIFF'S OFFICE



Kenneth W. Matlack, Sheriff
Morrow County Sheriff's Office

Date: 4-15-20

IONE SCHOOL DISTRICT



Jon Peterson, Superintendent
Ione School District

Date: 4-15-2020



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

(For BOC Use)
Item #
4f

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

Presenter at BOC: Undersheriff John Bowles
Department: Sheriff's Office
Short Title of Agenda Item:

Phone Number (Ext): 5102
Requested Agenda Date: April 22, 2020

(No acronyms please) City of Heppner Contract for Law Enforcement Services

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: City of Heppner
Contractor/Entity Address: 111 N. Main Street / PO Box 756, Heppner, OR 97836
Effective Dates - From: July 1, 2020 Through: June 30, 2021
Total Contract Amount: \$178,683.20 Budget Line: 110-113-3-30-3569
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
John A. Bowles 4/13/20 Department Director Required for all BOC meetings
Dawn... 4/20/20 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):

Renew Law Enforcement Services contract with the City of Heppner for Fiscal Year 2020-2021.

2. FISCAL IMPACT:

Income of \$178,683.20 for fiscal year 2020-2021 for Law Enforcement Services, plus a new patrol vehicle purchased by City of Heppner, to be on a three-year replacement schedule, after which, vehicle would go to City of Heppner. (see contract for details)

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

Suggest approval and signing of contract.

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2020, is between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Heppner, "City."

RECITALS

1. The City of Heppner desires to maintain a law enforcement presence to handle all public safety and law enforcement matters which the department has traditionally handled including enforcement of all City code provisions. The Sheriff has offered to provide the City with law enforcement by assigning deputies to patrol the City. These deputies would focus almost exclusively on the health and safety concerns of the citizens of the City of Heppner. The Agreement below will facilitate the goals of both the City and the Sheriff by governing the service to be provided by the Sheriff to the City and providing for compensation for such services to be paid to the Sheriff.

2. The City desires to contract with the Sheriff and the County and the Sheriff and County desires to contract with City to provide law enforcement, health, and safety services to the City under the terms and conditions stated in this agreement.

3. Oregon law allows for Cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement, health and safety services within cities. ORS 190.010 and 205.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOW:

1. Sheriff and County agree to provide law enforcement, health and safety protection and services in the following particulars as described below:

a. Services shall encompass duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of Oregon. Such services include, but are not limited to those involved in the field of public safety, criminal law enforcement, traffic enforcement, code enforcement or related fields within the power of the Sheriff to provide. The Police service will also encompass the enforcement of City Ordinances.

b. The sheriff will assign deputies to provide the principal service to the City under this Agreement. These deputies will be available to provide at least 80 hours per week of public safety coverage for the City. Public safety coverage means the Sheriff will have the deputy available and on patrol. Available and on patrol will include time spent at trials and hearings, report writing and attending City meetings. The term patrol includes those duties customarily and statutorily performed by certified police officers assigned to marked vehicle uniformed patrol. The term "patrol" includes random and

non-directed vehicular or on-foot pages through the streets, roads, parks, fields, buildings or other places or locations by a deputy sheriff. Deputy training, as well as regularly occurring time off due to vacations and sick leave will be the responsibility of the Sheriff, which will be done in accordance with the Sheriff's departmental policies. The parties of this agreement understand that officer training is essential to maintain both officer certification and high departmental standards. In addition, deputies have the same contractually guaranteed benefits as do other employees in terms of vacation and sick leave. For that reason, if a deputy is off due to vacation or sick leave during the period when they are scheduled to work the Heppner contract, it will be handled in the same fashion. The impact on patrol time under this contract due to training, vacation, and/or sick leave will be no greater than the City experience in the past with its own police force.

c. The Heppner deputies assigned to fulfill the terms of this agreement shall be assigned to work in an area that encompasses a 3-mile radius from the intersection of Hwy 207/206/74 unless needed for transports of City prisoners, out of the area hearings or trials involving city cases, or Sheriff's Office emergency. The Heppner deputies will not be assigned to fill in for other deputies with regular assignments with the Sheriff's office unless required by mutual aide or emergency situations. In the case of emergencies or in situation where the Heppner deputy must leave the Heppner patrol area, the Sheriff's office will provide the same emergency coverage the Sheriff's office provides the City on the date this agreement is signed. In addition, the time spent away from the City by the patrol deputy will not be counted against the total hours contracted for.

d. The Heppner deputies will be available to enforce all City ordinance and code provisions. Coordination for code enforcement shall be arranged between the City Manager and the Sheriff's office. A program will be developed for directing citizen calls and concerns so the deputies cover calls and emergencies.

e. In addition, a written monthly report of the deputies' activities will be made to City Council for City Council meetings.

f. The City through the City Manager and the Sheriff working through an assigned departmental liaison will collaborate to develop programs and enforcement policies for the Heppner deputies to implement. The programs and policies will be primarily developed by the Heppner Council through recommendations from the Heppner Police Commission. The City welcomes and will always consider the input of the Sheriff's liaison and deputies in the development of City programs and enforcement policy affecting this contract. All parties will endeavor to keep open communications and will work cooperatively to meet the conditions of this agreement. The City shall not make requirements upon the Sheriff, which would violate any law, collective bargaining agreement, or cause undue liability for either party. The City Manager may advise the Sheriff whether the general level of service provided is within the expectations of this Agreement. If the expectations are not being met the Sheriff will endeavor to modify the patrols and services so the expectations are met.

9. This agreement shall be effective the first day of July, 2020 and run to June 30, 2021 unless terminated as provided herein. Subsequent renewals of this contract will run from July 1, through June 30. The agreement shall be reviewed and renewed for the next fiscal year on or before March 1 of the current fiscal year. In any event, either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the contract according to its terms.

10. The City will pay the County for services under this agreement as provided herein at the rate of an amount not to exceed \$ 178,683.20 per fiscal year. The 2020-2021 budget year requires the purchase of a patrol vehicle (Dodge Charger, Durango, Ram 1500, Ram 2500). The cost of the vehicle is not included in the above contracted amount for services. The vehicle will be selected by the City of Heppner, purchased by Morrow County and invoiced to the City of Heppner. The patrol vehicle estimated cost is \$26,500-\$33,000, depending on the vehicle selected. Payment is to be made on the following basis: October 1, January 1, April 1 and June 30. The rate of consideration shall not be changed unless the County gives the City intent to do so by March 1 of the fiscal year. The Sheriff's/Heppner operation budget for vehicles is based on a three (3) year replacement and depreciation schedule. The City will purchase patrol vehicles in accordance with the Counties schedule as outlined in the yearly budget statements. When these vehicles have reached the end of their rotation, they will be turned over to the city to utilize or dispose of at the City's discretion.

11. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

12. Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

13. No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute a waiver of any other different or subsequent breach.

14. a. There shall be a default under this agreement if either party fails to perform any act or obligation required by this agreement within thirty days after the other party gives written notice specifying the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

b. Notwithstanding subsection 14.a, either party may declare a default without allowing the other party an opportunity to cure if the other party repeatedly breaches the terms of this agreement.

c. In the event of default, before either party to this agreement may bring an action in any court concerning any obligation under this agreement, such party must first seek in good faith to resolve the issue through mediation or other non-binding alternative dispute resolution.

d. Pending final resolution of a dispute, or pending termination of this agreement under this section, the parties shall proceed diligently with the performance of this agreement.

e. If a default occurs and it is not resolved under subsection 14.c above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal right or remedy available under Oregon law.

f. Any litigation arising out this agreement shall be conducted in the Morrow County Oregon Circuit Court.

15. If any provision of this agreement is held by any court to be invalid, such invalidity shall not affect any other provision of this agreement.

16. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements. This agreement may be changed only by written modifications that are signed by both parties.

MORROW COUNTY COURT

_____/_____
Melissa Lindsay, Commissioner Date

_____/_____
Donald Russell, Commissioner Date

_____/_____
Jim Doherty, Commissioner Date

Kenneth W. Matlack 4-16-20
Kenneth W. Matlack, Sheriff Date

CITY OF HEPPNER

James Okin / 4-15-2020
Heppner City Mayor Date

King Tulloh 4/15/20
Heppner City Manager, Date

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

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

A new credit card is requested for the Community Development Director with a limit of \$3,000. The limit is equivalent to those of the Board of Commissioners. Historically, credit cards are used for gas, meals outside of the county, and other incidentals. It could also be used in case of an emergency.

This would be a new card, issued to Gregg Zody, Community Development Director.

2. FISCAL IMPACT:

County credit issued to the Community Development Director with a limit up to \$3,000.

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

Motion to approve the issuance of the Bank of Eastern Oregon credit card to the Community Development Director with a credit limit of \$3,000.

Attach additional background documentation as needed.



EXECUTIVE ORDER NO. 20-16

KEEP GOVERNMENT WORKING: ORDERING NECESSARY MEASURES TO ENSURE SAFE PUBLIC MEETINGS AND CONTINUED OPERATIONS BY LOCAL GOVERNMENTS DURING CORONAVIRUS (COVID-19) OUTBREAK

On February 28, 2020, I appointed the State of Oregon's Coronavirus Response Team.

On February 29, 2020, the Department of Human Services issued strict guidelines, restricting visitation at congregated care facilities, including nursing homes.

On March 2, 2020, the State of Oregon Emergency Coordination Center was activated.

On March 8, 2020, I declared an emergency under ORS 401.165 *et seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19).

On March 12, 2020, I prohibited gatherings of 250 or more people, and announced a statewide closure of Oregon K-12 schools from March 16, 2020, through March 31, 2020.

On March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency.

On March 17, 2020, I prohibited gatherings of 25 or more people, banned on-site consumption of food and drink at food establishments statewide, and extended school closures until April 28, 2020. I also encouraged all businesses not subject to the prohibitions to implement social distancing protocols.

On March 18, 2020, I suspended in-person instructional activities at higher education institutions through April 28, 2020.

On March 22, 2020, I imposed a temporary moratorium on residential evictions for nonpayment, prohibiting law enforcement from serving, delivering, or acting on any notice, order or writ of termination of tenancy, relating to residential evictions for nonpayment.



**EXECUTIVE ORDER NO. 20-16
PAGE TWO**

On March 23, 2020, I ordered Oregonians to “Stay Home, Save Lives,” directing individuals to stay home to the greatest extent possible, ordering the closure of specified retail businesses, requiring social distancing measures for other public and private facilities, and imposing requirements for outdoor areas and licensed childcare facilities.

On April 1, 2020, I imposed a temporary moratorium on the termination of residential and nonresidential rental agreements and evictions for nonpayment, to ensure that individuals can stay at home to the greatest extent possible, and to ensure the provision of necessary goods and services during this emergency.

On April 8, 2020, I announced that school closures and the suspension of in-person instructional activities at higher education institutions would be extended through the end of the current academic term and school year.

COVID-19 may cause respiratory disease leading to serious illness or death. The World Health Organization considers COVID-19 to be a global pandemic. COVID-19 spreads person-to-person through coughing, sneezing, and close personal contact, including touching a surface with the virus on it and then touching your mouth, nose, or eyes.

State and local public health officials advise that the virus is circulating in the community and expect the number of cases to increase. The United States Centers for Disease Control and Prevention (CDC) reports that COVID-19 is most contagious when the individual is most symptomatic, but may also spread before symptoms appear. CDC recommends measures to limit spread of the disease in the community, including limitations on events and gatherings.

The number of COVID-19 cases continues to rise in Oregon. On March 8, 2020, at the time I declared an emergency, there were 14 presumptive or confirmed cases in Oregon. As of today, there are at least 1,663 confirmed cases and 58 deaths.

In a short time, COVID-19 has spread rapidly. To slow the spread of COVID-19 in Oregon, and to protect the health and lives of Oregonians, particularly those at highest risk, I find that immediate implementation of additional measures is necessary to protect the health, safety, and the financial stability of all Oregonians.



**EXECUTIVE ORDER NO. 20-16
PAGE THREE**

During this emergency, state and local governments must continue to operate, provide essential services, and make decisions in a public and transparent manner. Governments must do so safely, consistent with my emergency directives. Public participation is essential to the functioning of our state and local governments, but in-person attendance at public meetings presents a risk to the public health and safety of Oregonians, unless appropriate measures are taken. Thus, during this emergency, public meetings should be held via telephone, video, electronic or other virtual means, whenever possible, to keep Oregonians safe, and to mitigate the spread of COVID-19. Likewise, local governments need to be able to hold budget meetings in a way that comports with my stay-at-home directives, so they can complete their upcoming budget processes and ensure continued delivery of essential government services.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

Pursuant to ORS 433.441, ORS 401.168, ORS 401.175, ORS 401.188, and ORS 401.192, I am issuing the following directives, which authorize state and local governments to take necessary measures to ensure continued operations, public participation in decision-making, and the provision of essential government services in a safe manner during the COVID-19 outbreak:

1. Definition. “COVID-19 emergency period” means the period during which the COVID-19 state of emergency declared by Executive Order 20-03 is in effect, including any extensions of that state of emergency.
2. Public Meetings. During the COVID-19 emergency period:
 - a. The governing body of a public body (as defined by ORS 192.610(3) and (4)) shall hold public meetings and hearings by telephone, video, or through some other electronic or virtual means, whenever possible. For all public meetings and hearings held by telephone, video, or through other electronic or virtual means, the public body shall make available a method by which the public can listen to or virtually attend the public meeting or hearing at the time it occurs, and the public body does not have to provide a physical space for the public to attend the meeting or hearing. This paragraph does not apply to executive sessions, as defined by ORS 192.610(2).



EXECUTIVE ORDER NO. 20-16
PAGE FOUR

- b. When public meetings or hearings of a governing body of a public body cannot be held by telephone, video, or through some other electronic or virtual means pursuant to paragraph 2(a) of this Executive Order, persons attending those meetings must maintain appropriate social distancing (six feet or more between individuals), to the maximum extent possible.
 - c. Any requirements by law or policy that testimony during a public meeting or hearing be taken in person do not apply if the public body provides an opportunity for submission of testimony by telephone, video, or through some other electronic or virtual means, or provides a means of submitting written testimony, including by email or other electronic methods, that the public body may consider in a timely manner. This paragraph does not apply to contested case hearings held pursuant to ORS chapter 183.
 - d. Unless otherwise required by law, a quorum of the governing body of a public body and the number of its members required for an affirmative act consists of a majority of its members, excluding those unable to attend because of illness due to COVID-19.
3. Local Budget Meetings. During the COVID-19 emergency period:
- a. Any requirement under ORS 294.305 to 294.565, or ORS 294.900 to 294.930, to provide members of the public or taxpayers an opportunity to ask questions and comment, or to appear before or meet with, or to attend a hearing of, either a budget committee established under ORS 294.414 or ORS 294.905, or the governing body of a municipal corporation as defined by ORS 294.311) or council of local governments (as defined by ORS 294.900), may be satisfied by providing a method of appearing or meeting by telephone, video, or other electronic methods and by also providing a means of submitting written communications, including email or other electronic methods, that the committee or governing body may consider in a timely manner.



EXECUTIVE ORDER NO. 20-16
PAGE FIVE

- b. Publication of any notice, summary, or other document required under ORS 294.305 to 294.565, or ORS 294.900 to 294.930, may be satisfied by posting the notice, summary, or other document in a prominent manner on the internet.
- c. If the public health threat underlying the COVID-19 state of emergency, or compliance with an Executive Order issued pursuant to ORS 401.165 to 401.236 in connection with that emergency, causes a municipal corporation to fail to comply with ORS 294.305 to 294.565 or ORS 294.900 to 294.930, then, notwithstanding ORS 294.338(1) or any other law, the municipal corporation may make reasonable expenditures for the continued operation of the municipal corporation within its existing or most recently adopted budget, provided it cures any failure to comply with ORS 294.305 to 294.565 or ORS 294.900 to 294.930 as soon as reasonably practicable.
- d. Any requirement of the tax supervising and conservation commission to conduct a hearing under ORS 294.640 or 294.655 may be satisfied by providing a method of appearing or meeting by telephone, video, or other electronic methods, and by also providing a means of submitting written communications, including email or other electronic methods, that the commission may consider in a timely manner before making any objection, recommendation, certification, or order regarding a municipal corporation's proposed budget, special tax levy, or bond issue.
- e. The certification requirements specified in ORS 221.770(1)(b) and (c) may be satisfied by holding a hearing and allowing written comment in accordance with paragraph 3(a) of this Executive Order, and by making certification to the Oregon Department of Administrative Services as soon as reasonably practicable upon adoption of the budget.



EXECUTIVE ORDER NO. 20-16
PAGE SIX

This Executive Order is issued under the authority conferred to the Governor by ORS 401.165 to 401.236. Pursuant to ORS 401.192(1), the directives set forth in this Executive Order shall have the full force and effect of law, and any existing laws, ordinances, rules and orders shall be inoperative to the extent they are inconsistent with this exercise of the Governor's emergency powers.

This Executive Order is effective immediately, and remains in effect until terminated by the Governor.

Done at Salem, Oregon, this 15th day of April, 2020.

Kate Brown
GOVERNOR

ATTEST:

Bev Clarno
SECRETARY OF STATE



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

(For BOC Use)
Item #
5d

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

Presenter at BOC: Gregg Zody
Department: Community Development
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5668
Requested Agenda Date: 4/22/20

Brief Verbal Community Development Updates for Code Enforcement
Draft Amendment and RV Campgrounds

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

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

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

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

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

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

To provide a brief verbal update regarding two matters assigned to staff by the Board.

The first matter regards Code Enforcement. Staff is currently working with County Counsel on a draft zoning ordinance text amendment regarding Code Enforcement, to accomplish two deficiencies in the existing Code: 1) Limiting the number of junk vehicles allowed on property; and 2) Improving several definitions related to junk vehicles. Staff forwarded the first draft to County Counsel on April 16, 2020.

The second matter regards RV Campgrounds. Through Zoom, staff spoke with Tamra Mabbott (DLCD) and Hillary Foote (DLCD) on April 15th about the easiest process to permit existing RV camping at the wind farm staging areas, and while staff proposed a temporary use permit, our DLCD partners advised that a minor CUP amendment would be the best path.

If the BOC so chooses, staff will work with the project contractors to identify the camp sites and subsequently notify adjacent property owners of each campground, informing them that the Planning Director is recommending a minor amendment to the CUP. Public notice would be required, but not necessarily a public hearing, unless an adjacent property owner remonstrated and demanded a public hearing, which would then be held by the Planning Commission.

2. FISCAL IMPACT:

Yes for both items: 1) By amending and enforcing a junk ordinance, the County may realize a slight increase in home values where significant violations were corrected. Civil penalties ideally would offset staff time if the funds were directed to the General Fund Revenues.

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

n/a

Attach additional background documentation as needed.

Roberta Lutcher

From: Brandy Warburton <BrandyW@portofmorrow.com>
Sent: Friday, April 17, 2020 3:06 PM
To: Roberta Lutcher
Cc: Lisa Mittelsdorf
Subject: minutes
Attachments: 4.13.20 Special Meeting Minutes .docx

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

Hi Roberta,

Attached is a copy of my minutes from the Special Commission Meeting on April 13th. Please note that the minutes have not been reviewed or approved by the Commission yet.

Thank you,

Brandy Warburton
HR Generalist


PORT OF MORROW
PO Box 200
Boardman, OR 97818
541-561-3440
Brandyw@portofmorrow.com

**Port of Morrow
Special Commission Meeting
April 13, 2020
#2 Marine Drive, Riverfront Center
Boardman, OR 97818**

PRESENT:

Commissioners: Rick Stokoe, Joe Taylor, Marv Padberg, Jerry Healy and John Murray

Staff: Ryan Neal, Lisa Mittelsdorf, Mark Patton and Brandy Warburton

Others present: County Commissioner Don Russell, Karen Pettigrew

Staff by Video Conference: Eileen Hendricks, Erika Lasater

Other by Video Conference: Heather Baumgartner, Sandy Toms, Greg Sweek, David Sykes, Ryan Degroff, Kim Cutsforth, Gregg Zody, Mike Gorman, Aaron Palmquist, Torrie Griggs, Matt Scrivner, Craig Cutsforth, Stephanie Case, Barry Beyeler, Matt Scribner, County Commissioner Melissa Lindsay, County Commissioner Jim Doherty, Justin Nelson, Roberta Lutcher, Darrell Green, Sheriff Ken Matlack

I. CALL TO ORDER AND INTRODUCTIONS

The special session was called to order by Commissioner Stokoe at 11:00am.

II. CREZ APPLICATION

Commissioner Stokoe explained that there has been discussion for several weeks on the current CREZ II application and the future CREZ III application moving forward between the City of Boardman, Morrow County and the Port of Morrow. The current CREZ application will expire in June of this year. Commissioner Lindsay sent a packet to the Port Commissioners with a series of maps for reference in the discussions.

Commissioner Doherty reiterated a motion made at a previous county meeting and Roberta read it from their minutes, to co-sponsor with the Port of Morrow and have Greg Sweek move forward with the application, for the Port Proper or using the expanded part of the map that they looked at the previous week. That motion was seconded by Commissioner Lindsay. Commissioner Russell voted nay.

Commissioner Stokoe opened the floor for discussion on the CREZ application going forward. All Port Commissioners and County Commissioners as well as others stated their preferences with the CREZ application going forward.

Commissioner Taylor made a motion to not accept the proposal by Morrow County Commission. Commissioner Padberg seconded the motion. No further discussion was had, and the motion passed 4-1 with Commissioner Murray being the nay vote.

Commissioner Healy reminded Commissioner Stokoe of the Port's prior request to the county.

Commissioner Stokoe asked for the County Commission to vote on whether they would consent to the Port of Morrow moving forward with a sole sponsored CREZ application. The County Commission did not make a motion to consent to the Port of Morrow making a sole CREZ application.

Commissioner Stokoe asked for Morrow County Commission's acceptance of a City only CREZ application. Both Commissioner Doherty and Commissioner Russell agreed that the city does not need the County Commission's approval.

Commissioner Taylor made a motion to move forward with a co-sponsored application of City, County and Port using the fire district boundaries to determine which entity would have a vote on a project and the disbursement of funds. Commissioner Healy seconded the motion. No further discussion was had, and the motion passed unanimously.

Morrow County Commissioner Russell made a motion to agree to the Port of Morrow's proposal to move forward with an application of the City, County and Port as co-sponsors. No second was made and the motion failed.

Commissioner Murray made a motion to amend Commissioner Taylor's motion to increase the votes from each voting entity to three votes each instead of two. No second was made and the motion failed.

Karen Pettigrew stated that she would like the city to be a co-sponsor on the Enterprise zone application.

Lisa Mittelsdorf made a proposal of using the taxing districts that are affected by the businesses as a third-party vote in the enterprise zone. Morrow County Commission didn't think that was a feasible option due to the amount of notices that would be needed with that many districts.

Commissioner Murray made a motion to move forward with a co-sponsored application for an enterprise zone with the County and the Port but always having a third-party vote. He amended his motion to say the third-party would be determined by using the fire district boundary map as currently set with additional acreage added around Lexington to include the airport property. Any area that doesn't have a fire district or is included in a neighboring county's district would be treated as if it were in the nearest Morrow County fire district. Commissioner Taylor seconded that motion. No further discussion was had, and the motion passed unanimously.

The Morrow County Commission asked for clarification on the details of the motion and decided they will discuss further and get back to the Port.

The Port of Morrow Commission decided to table the City of Boardman's request to approve a sole application from the city until a later date.

There being no further business the Special Commission meeting adjourned at 1:02 pm

Submitted by:

Rick Stokoe, Commission President

Joe Taylor, Commission Secretary



Rural Fire Protection Districts

2018-2019 Update
Morrow County
Community Wildfire Protection Plan

Legend

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

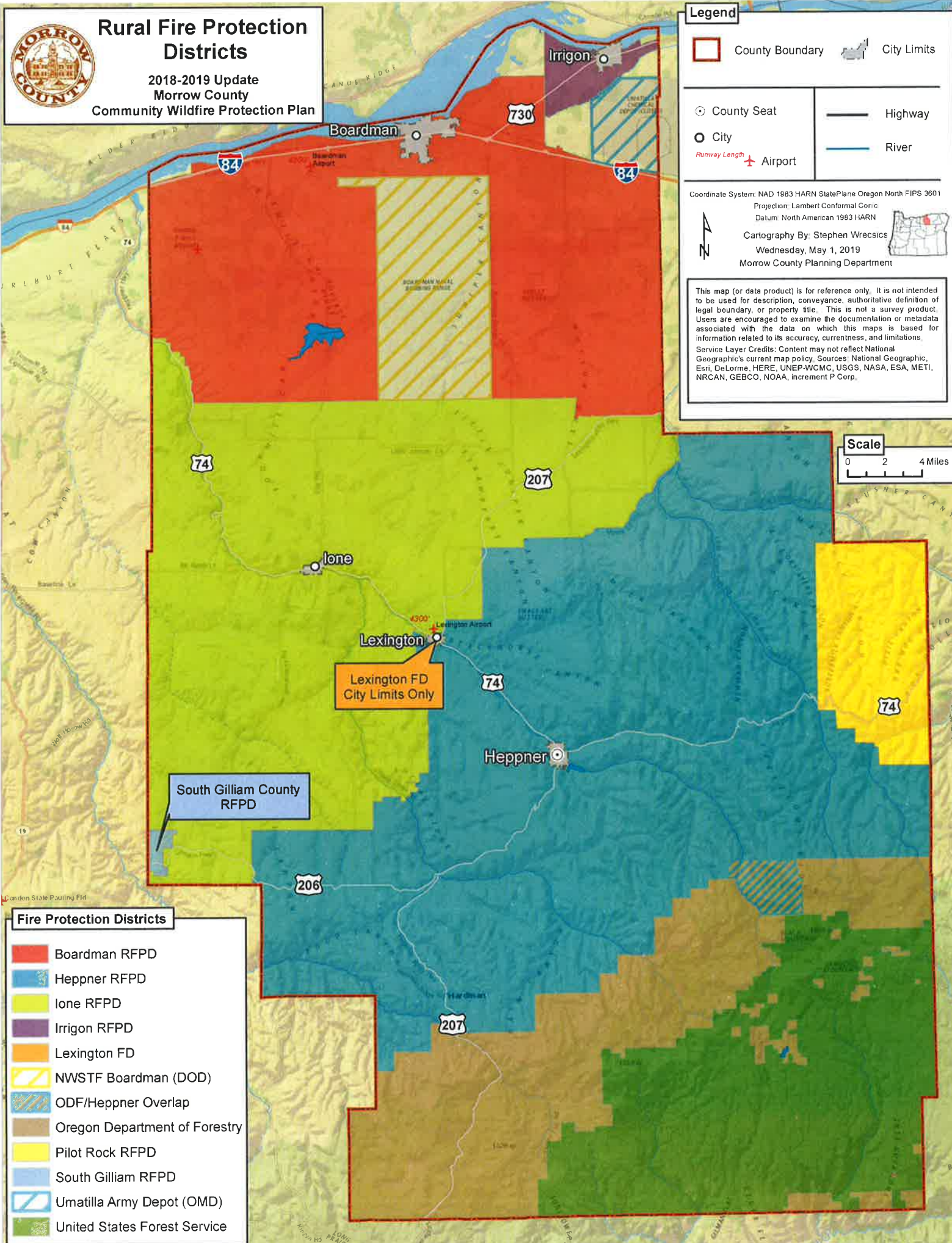
Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN

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

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

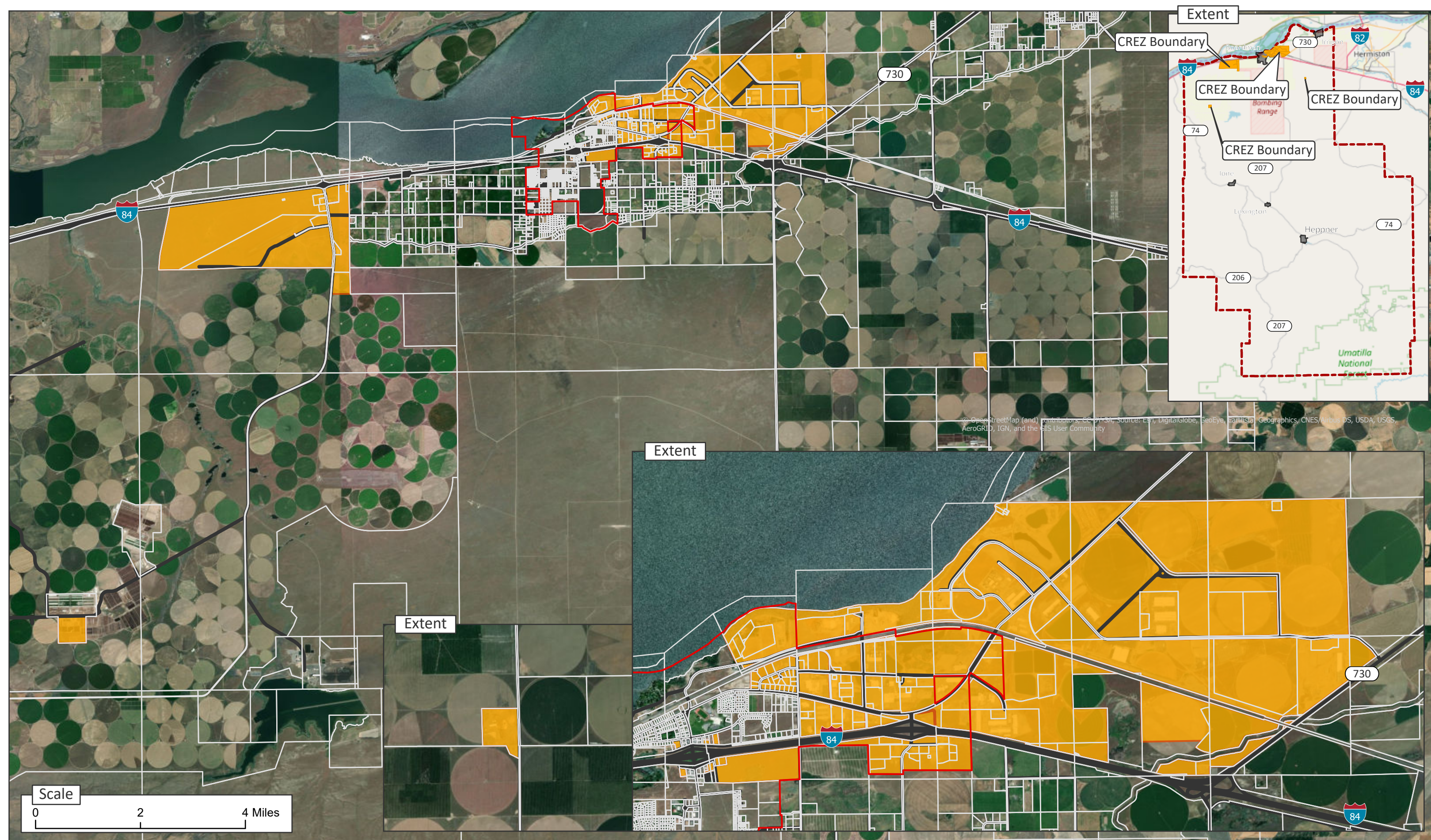
Scale

0 2 4 Miles



Fire Protection Districts

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




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CREZ Boundaries


Legend

- City Limits
- Tax Lots
- 2020 CREZ Boundary



Date Saved: 3/3/2020 10:07 AM

Cartography By: Stephen Wrecsics
 Morrow County Planning Department
 Coordinate System: NAD83 Oregon GIC Lambert ft
 Datum: North American 1983
 Projection: Lambert Conformal Conic



H
CABLE HUSTON_{LLP}

TOMMY A. BROOKS
ADMITTED IN OREGON AND WASHINGTON

tbrooks@cablehuston.com
www.cablchuston.com

March 19, 2020

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
Attention: Filing Center
201 High Street SE, #100
Salem, OR 97308-1088

Dear Filing Center:

Please find the enclosed Petition for Certificate of Public Convenience and Necessity on behalf of Umatilla Electric Cooperative (“UEC”). Please note that portions of the Petition contain confidential information and are being filed as a redacted version. UEC is simultaneously submitting a Motion for a Protective Order and Modified Protective Order.

The original confidential version and one copy will be transmitted to the Commission in accordance with recent guidelines issued in response to the COVID-19 outbreak. The confidential version is not to be posted on the Commission’s website.

UEC anticipates that it will provide Commission staff with various workpapers supporting UEC’s pre-filed testimony, including highly confidential workpapers, and that Commission staff will have multiple discovery requests as part of its investigation. UEC respectfully requests that the Commission use Huddle for discovery in this docket and make confidential folders available as part of that proces.

Please let us know if you have any questions. Thank you.

Sincerely,



Tommy A. Brooks

TAB/bh

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

PCN-__

In the Matter of

UMATILLA ELECTRIC COOPERATIVE

PETITION FOR CERTIFICATE OF
PUBLIC CONVENIENCE AND
NECESSITY

PETITION FOR CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY

Pursuant to ORS 758.015 and OAR 860-025-0030, Umatilla Electric Cooperative (“UEC”) petitions the Public Utility Commission of Oregon (“Commission”) for a Certificate of Public Convenience and Necessity (“CPCN”) authorizing the construction of a four and three tenths (4.3) mile overhead 230 kilovolt (“kV”) transmission line from a planned Hwy 730 Switchyard to a planned substation near Olson Rd (“Transmission Line”). In support of this Petition, UEC relies in part on the pre-filed testimony of Robert Echenrode (“Echenrode Testimony”), Louis Toth (“Toth Testimony”), and Jeffrey Mueller (“Mueller Testimony”), included with the filing, and states the following:

I. Introduction

UEC provides electric service to its Oregon members in Morrow, Umatilla, Union and Wallowa counties. UEC’s service territory is located west of Boardman in Morrow County and covers much of Umatilla County, surrounding the cities of Hermiston and Pendleton and into the Blue Mountains. UEC was originally incorporated in 1937.

As a consumer-owned utility, UEC is not subject to the Commission’s jurisdiction with

regard to its rates, service and accounting practices. ORS 758.015(1), however, requires all utilities, including consumer-owned utilities, proposing to construct overhead transmission lines to petition the Commission for a CPCN if a transmission line will necessitate condemnation of land or an interest in land.

ORS 758.015(2) requires the Commission to give notice of this Petition and to hold a public hearing. UEC respectfully requests that the Commission immediately provide public notice of a hearing and hold the public hearing within thirty (30) days after the date of notice. This recommended schedule is informed by the timeframe the Commission used in at least two recent CPCN dockets. UEC understands that Commission Staff will work with UEC and any intervenors on a schedule for the remainder of the docket, and UEC will be requesting expedited consideration of the Petition by Commission Staff.

The Transmission Line is needed to allow UEC to continue to provide adequate line capacity and reliability to existing and new loads in the Boardman and Port of Morrow areas specifically, and to UEC's surrounding service territory over the long-term planning horizon. Existing 115 kV lines serving the Boardman and Port of Morrow areas are forecast to reach full capacity from known load growth in the period 2020 through 2026. UEC's system has experienced load growth in recent history. This load growth is expected to continue for the foreseeable future with existing facilities expected to become inadequate from both capacity and reliability standpoints in the near future. The Transmission Line will support near term requirements and will provide future flexibility in area capacity development by extending UEC's 230 kV transmission system west and into the Boardman and Port of Morrow areas.

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II. Legal Standard

Under ORS 758.015, an electric utility must petition the Commission for a CPCN when condemnation of land is necessary for the construction of an overhead transmission line. As explained in more detail below and in the testimony supporting this Petition, UEC has obtained consent to construct the Transmission Line from a majority of property owners along the proposed route. Further, UEC remains optimistic that it will continue to obtain property owner consents, reducing the likelihood that condemnation will be necessary. However, out of an abundance of caution, and in anticipation that a small number of property owners may not provide timely consent, UEC is submitting this Petition in the event condemnation is ultimately required.

Upon receipt of a petition for a CPCN, the Commission must conduct an investigation to “determine the necessity, safety, practicability and justification in the public interest for the proposed transmission line....”¹ The Commission considers the “public interest” when addressing each of these requirements, not as a separate standard.² The Commission must also determine whether the Transmission Line is compatible with local land use regulations.³

III. Compliance with OAR 860-025-0030 Filing Requirements

A. OAR 860-025-0030(1)(a): Information required under OAR 860-025-0005.

OAR 860-025-0005 requires that an application for a CPCN “comply with all other applicable Commission rules.” Other than procedural rules, which UEC will follow, no other Commission rules apply to this application.

B. OAR 860-025-0030(1)(b): Detailed description and purpose of the proposed transmission line.

1. Detailed Line Description

UEC's Transmission Line will be operated at 230 kV and will be sourced from a planned Hwy 730 Switchyard owned by UEC. The Transmission Line will run approximately four and three tenths (4.3) miles west from the Hwy 730 Switchyard and terminate at UEC's planned Olson Rd Substation. To reduce the physical disruption to the community, the Transmission Line was sited, whenever reasonably possible, to be within existing rights-of-way and transmission line corridors, and also to be adjacent to roadways and property boundaries.

¹ ORS 758.015(2).

² See *Pacific Power Petition for Public Convenience and Necessity*, UM 1495, Order No. 11-366 (Sept. 22, 2011).

³ OAR 860-025-0030(2).

The Transmission Line will begin at UEC's Hwy 730 Switchyard. The Hwy 730 Switchyard will consist of a 230 kV, 6-line "breaker and half scheme." Circuits other than the Transmission Line to Olson Rd Substation that will be initially connected to the "breaker and half scheme" will be 230 kV lines connecting to the new Wheatridge West wind turbine generation complex and BPA's Morrow Flat source substation. The Hwy 730 Switchyard will be designed and sized for long term flexibility and expansion to accommodate future needs.

The Transmission Line will terminate at UEC's planned Olson Rd Substation, which will be used to serve increased distribution loading. The substation will step voltage down from 230 kV transmission line voltage to distribution voltage for customer usage. The 230 kV side of the station will have the space and flexibility to provide for a future line exit to better tie into the overall 230 kV system as customer loading continues to grow.

The Transmission Line construction will use steel mono poles. Structures with lighter loads will be directly embedded in native soil using concrete backfill, and structures with heavier loads will be installed on concrete piers. The elevation view of typical tangent, angle, and dead-end poles are shown on Exhibit UEC/105, Toth/1. Utility poles will typically be spaced between three hundred (300) to six hundred (600) feet apart, but actual spacing will vary due to physical constraints such as road crossings, trees, driveways, other utilities, land use, topography, landowner considerations, or other items that may impact the final design of the Transmission Line.

The Transmission Line will consist of two transmission circuits per pole, each circuit consisting of 3 phase conductors or wires, and one overhead static conductor/wire. The phases of transmission conductors will consist of 1272 MCM ACSS (aluminum conductor steel supported)

and the overhead static will be optical ground wire consisting of communication fibers wrapped with aluminum clad steel wire. A portion of the line will also have 12.47 kV distribution conductors installed below the described transmission circuit. The primary distribution conductor utilized as underbuild will be 556 MCM AAC (all aluminum conductor) conductor. The 230 kV system is designed to operate within the range of (+/-) 5.0% of nominal voltage. The 1272 MCM ACSS conductor has a summer design capacity of 1766 amps. The Transmission Line will be constructed, operated, and maintained to meet or exceed all applicable National Electrical Safety Code standards, as well as all applicable federal, state and local laws, regulations, and ordinances.

2. Purpose of proposed line

The Transmission Line is needed to continue to provide adequate line capacity and reliability to existing and planned loads in the Boardman and Port of Morrow areas specifically, and it will integrate with UEC's surrounding service territory over the long-term planning horizon. The portion of UEC's distribution service territory that will be served by the Transmission Line is presently served from 115 kV lines owned by UEC. The existing 115 kV lines are forecast to reach full capacity from known load growth expected in the period 2020 through 2026. The new Transmission Line is needed to continue to provide safe and adequate service to growing and future electric loads of UEC members.

By the plain terms of the Commission's governing statutes, the Commission must consider the "necessity, safety, practicability and justification in the public interest of the proposed transmission line."⁴

⁴ ORS 758.015(2).

Necessity of the Proposed Transmission Line

As described above and in the pre-filed Toth Testimony, the Transmission Line is necessary to provide safe and reliable service to UEC's existing loads and continuing load growth. UEC's staff and consultants have independently reviewed the need for a line like the Transmission Line.

UEC has seen load growth in its service territory and in the Boardman and Port of Morrow areas. The existing 115 kV facilities serving the Boardman and Port of Morrow areas are growing close to capacity for providing service to existing and planned loads.

UEC presently has two main 115 kV transmission lines to the Olson Rd Substation area; with one line sourced from BPA's 230 kV/115 kV Morrow Flat Substation, and the other line sourced from BPA's 230 kV/115 kV Boardman Substation. The two lines come together at a connection point electrically between the two sourced stations. They can also be tied together electrically and are sectionalized at service substations along the two lines for back up purposes during contingency (outage) situations. These BPA source points receive power from BPA's 230 kV transmission grid, which runs east and west along the north portion of the UEC system. Load flow analyses show that single contingency situations, including loss of a 230 kV/115 kV transformer at BPA's Boardman Substation, loss of the 115 kV line between BPA's Morrow Flat source and UEC's Tumbleweed substations, or loss of the 115 kV line between Rippee Rd and BPA's Boardman Substation, can result in conductor overloads having direct negative impacts on system equipment, safety, and customers, including the increased possibility of extended outages. The load flow analysis is presented in the Mueller Testimony.

Safety of the Proposed Transmission Line

As described in the Toth Testimony, the Transmission Line will satisfy the Commission's safety criterion, because it will be constructed, operated, and maintained to meet or exceed all applicable National Electrical Safety Code standards, as well as all applicable federal state and local laws, regulations, and ordinances. Further, UEC has substantial experience in constructing, operating, and maintaining transmission lines in a safe, efficient manner.

Practicability of the Proposed Transmission Line

UEC has selected the most feasible, economic route for the Transmission Line. The starting and ending points for the line are fixed since UEC must be able to transmit electricity from the Hwy 730 Switchyard Substation to the Olson Rd Substation. By utilizing existing transmission corridors and rights-of-way, where available, minimizing road crossings and land use impacts, and taking the most direct route between those two points, the Transmission Line will impact as few properties as is reasonably possible. Further, UEC has been able to acquire easements to accommodate the Transmission Line along a majority of the route. This high level of support from private and public property owners helps illustrate that the Transmission Line as proposed is practicable.

Justification of the Proposed Transmission Line

As described in the supporting testimony, the Transmission Line will provide needed benefits to UEC and its members, and will allow UEC to continue to meet its obligation to provide safe and reliable service to its members and future members, while investing in infrastructure in an economical manner without impacts to current members' rates.

C. OAR 860-025-0030(1)(c): Spatial information

This rule provision requires an application for a CPCN to contain various maps and figures.

The rule language is set forth below in italics, followed by UEC's response.

(c) A map or maps drawn to appropriate scale showing the general location and boundaries of petitioner's service area to be connected or served by the proposed transmission line and showing, by appropriate distinguishing colors and symbols, but not limited to, the following information:

(A) Proposed route, voltage and capacity of the proposed transmission line.

Exhibit UEC/101, Toth/2 shows UEC's service territory. Exhibit UEC/102, Toth/1 shows the proposed route of the Transmission Line. Capacity of the proposed line is 1766 amps based on conductor size, and nominal line voltage of 230 kV is subject to (+/-) 5.0% voltage variation.

(B) Available alternate routes.

The beginning and end of the transmission route will be the Hwy 730 Switchyard and the Olson Rd Substation. UEC's initial review led to conceptual routes in this area, which UEC has refined through UEC staff review, consultant analysis, and discussions with landowners and governmental entities. Potential impacts to farmland, wetlands and other areas were considered, as were existing easements, property boundaries, existing transmission corridors, land use, natural resources, and other development projects in the area.

Alternate line routes were reviewed and eventually ruled out based on several factors, including the cost of the alternatives, impacts on landowners, possible environmental impacts, and lack of flexibility for system development to accommodate future growth. The route shown in Exhibit UEC/102, Toth/1 takes all these factors into account and is the preferable and least disruptive route. The alternative 230 kV routes UEC analyzed in more detail are shown in Exhibits UEC/102, Toth/1. Along the preferred route, UEC will continue to work with property owners to

“microsite” the line in the manner that is least impactful to the property owners while still achieving the necessary objectives of the Transmission Line.

(C) Other transmission lines and substations of petitioner connecting or serving or capable of being adopted to connect or serve the areas covered by the proposed transmission line.

(D) The terminals, substations, sources of energy, and load centers related to the proposed project.

Exhibit UEC/102, Toth/1 shows UEC's transmission system and the Transmission Line. UEC also analyzed an alternative that would only modify the existing 115 kV transmission line corridors to serve the area. This alternative, however, would require upgrades to the existing 115 kV system, as well as costly upgrades to the BPA Boardman source station. These upgrades using only existing 115 kV corridors are significant and more expensive, and would result in lower reliability and line efficiency, since they do not have the added benefit of a new 230 kV source input to the area. The Transmission Line is estimated to cost \$12,410,000, whereas the cost to upgrade the existing 115 kV system alternative (including Boardman source upgrades) is \$30,113,000.⁵ UEC therefore rejected this alternative in favor of the Transmission Line.

(E) Land to be condemned.

As of the filing of this Petition, UEC cannot describe with specificity the land that will be condemned. UEC has obtained consent from approximately 64% of landowners along the Transmission Line route, which allows for the line to be built on over 80% of the proposed route based on acreage. Some of the consents are in the forms of existing easements, while others are in the form of easements for which UEC has obtained an option to purchase. For those properties where UEC has not yet acquired an easement right, UEC will continue to negotiate with

⁵ Exhibit UEC/301, Mueller/1.

landowners to avoid condemnation whenever possible. UEC hopes that it will be able to reach a mutually satisfactory agreement regarding all real property issues and will use condemnation only as a final resort. UEC has been successful with such an approach in the past, successfully negotiating with all property owners without the need to go through the full condemnation process, even where negotiations were initially unsuccessful.

In order to provide the Commission with information adequate to address this rule provision, UEC is providing information relating to all land for which UEC does not currently have an easement from the property owner. As UEC continues to make final design decisions and negotiate easements along the Transmission Line route, it will update the record to reflect that information.

Exhibit UEC/104, Toth/4 lists each parcel the Transmission Line will cross and indicates by color each parcel for which UEC has already obtained the property owner's consent. Exhibit UEC/104, Toth/6 provides the detail for each property where an easement right has not yet been acquired. This detail includes property owner information, an aerial photo, a description of the desired easement based on current designs, and a depiction of that easement on the subject property.

D. OAR 860-025-0030(1)(d): Cost information

This portion of the Commission's rules requires UEC to provide estimated costs of certain components of the Transmission Line. The rule language describing those components is set forth in italics below, followed by UEC's response.

(A) Land and land rights to be condemned.

UEC again emphasizes that while it is submitting this Petition for a CPCN, UEC intends to continue to negotiate with landowners along the Transmission Line route in an attempt to avoid

any condemnation. UEC hopes that it will be able to reach a mutually satisfactory agreement regarding all real property issues and will only resort to condemnation if absolutely necessary. Because it is unknown how many, if any, parcels UEC would have to actually condemn, it is not possible to provide a precise estimate of those total costs. However, consistent with the approach taken throughout this application, UEC can estimate the cost it would incur if it were to condemn an easement interest on all of the properties for which it has not yet obtained an easement interest. As UEC obtains additional easements, it will update the information in the record to reflect those new facts.

Using the list of parcels in Exhibit UEC/104, Toth/1, and removing the value of easements on parcels for which UEC already has an easement right, or a "Contract to Purchase", UEC has calculated the real market value of the remaining easement areas to be acquired. That value is approximately \$112,959, which would be the estimated cost of the land easements if all of those remaining easements were to be condemned.

(B) Other land and land rights acquired or to be acquired.

As noted above, UEC has already obtained easement interests from a majority of landowners along the Transmission Line route. Some of those easements are in the form of existing easements, while others are in the form of easements options UEC more recently acquired. The total cost to UEC for the easements and other interests it has already obtained is \$461,679, making the estimated total for UEC's land costs \$574,638.⁶

(C) Transmission facilities.

(D) Substation, accessory and miscellaneous labor, plant and equipment.

⁶ Exhibit UEC/104, Toth/1.

(E) Indirect and overhead costs including engineering, legal expense, taxes, interest during construction, and itemized administrative and general expenses.

(F) Any other costs, direct or indirect, relating to the project.

(G) Such explanation of the various cost estimates as needed to enable a full understanding of their basis and derivation.

The Toth Testimony contains a breakdown of the various non-land costs estimated for the design, engineering, and construction of the Transmission Line. Specifically, Exhibit UEC/103, Toth/1 contains an itemized accounting of the cost of the Transmission Line. The estimate of the overall costs is \$12,410,000.

E. Financial feasibility information required under OAR 860-025-0030(1)(e)

This portion of the Commission's rules requires an explanation of the financial feasibility of the project.

(e) An explanation of the financial feasibility of the proposed project, including the kind, nature, extent and estimated growth of the energy requirements or reasonably anticipated need, load or demand, for the proposed transmission line.

As mentioned in the Echenrode Testimony, the annual cost increase related to the Transmission Line is expected to be entirely offset by the increases in sales in the Boardman/Morrow Flat area. This analysis is demonstrated in Exhibit UEC/201, Echenrode/1. Because there is no rate impact to current members' rates, the Transmission Line is financially feasible.

F. OAR 860-025-0030(1)(f): Information related to potential condemnation of property

This portion of the Commission's rules requires UEC to provide additional information relating to property that may be the subject of condemnation proceeding. As noted above, UEC

has already obtained an easement interest from a majority of landowners along the Transmission Line route. As far as access to the other properties, UEC will continue to negotiate with landowners affected by the Transmission Line to avoid condemnation whenever possible. UEC hopes that it will be able to reach a mutually satisfactory agreement regarding all real property issues and will only use condemnation if necessary.

In order to provide the Commission with information adequate to address this rule provision, UEC is providing information relating to all land for which UEC does not currently have an easement interest. As UEC continues to negotiate and to obtain easements along the Transmission Line route, it will update the record to reflect that information. The applicable rule language is set forth in italics below, followed by UEC's response.

(f) A description of the property and interest to be condemned, a full explanation of the intended use, and the specific necessity and convenience for the taking of said property:

(A) A map must be included whereon the land to be condemned is clearly marked, and the general contour, culture and improvements along that portion of the route are clearly shown.

(B) The names and addresses of all persons who have interests, known or of record, in the land to be affected or traversed by the proposed route from whom applicant has not acquired the necessary rights of way or option therefor.

The Toth Testimony contains several exhibits relating to the properties for which UEC has not yet obtained an easement. UEC's preference is to acquire an easement interest in each property. A sample easement is included as part of Exhibit UEC/104, and final easements will be developed during negotiations with the property owners to accommodate the final design of the line and also to accommodate the specific needs of each property. The easement is substantially similar to the easements UEC has already obtained on other parcels for the Transmission Line and describes with particularity the intended use of these properties. The necessity and convenience for the taking of

interests in these properties is to have a complete route for the Transmission Line, which is in the public interest. UEC would not use these properties for any purpose outside the scope of its easement interest.

Part of Exhibit UEC/104 contains a map showing the general location of each of the parcels for which UEC has not yet acquired an easement. That exhibit also shows each of these parcels in more detail, using aerial photos and showing the location of the easement UEC desires to obtain. Those photos show existing improvements and the general character of the property. The exhibits contain the required property owner information, which also exists in a table form at the end of that exhibit.

G. OAR 860-025-0030(1)(g): Information related to alternate routes

The express language of this rule requires UEC to provide: “A statement and explanation with supporting data comparable to that described in subsections (d) and (e) of this section for possible alternative routes.” Those sections, in turn, require the submittal of data relating to costs and financial feasibility of the alternate routes considered.

With respect to costs, UEC is providing cost estimates for two 230 kV alternate line routes and the 115 kV upgrade alternate that were considered. These estimates are contained in Exhibit UEC/103, Toth/1 and Exhibit UEC/301, Mueller/1.

H. OAR 860-025-0030(1)(h): Additional information

In addition to the information provided above, the Echenrode Testimony provides more description of UEC, its system, and the need for the Transmission Line. As noted above, UEC has conducted its own investigation into the need for the line and has determined it is in UEC’s and its members’ best interest to construct the Transmission Line. The Transmission Line is needed to provide safe and reliable service to UEC’s members’ existing and planned loads. UEC’s

membership, in turn, reflects the public at large within UEC's service territory. The Transmission Line should be deemed by the Commission to be necessary and convenient.

I. OAR 860-025-0030(2) and (3): Land use information

The Commission's rules contain requirements relating to various state and local land use regulations. The applicable rule language is set forth in italics below, followed by UEC's response.

(2) The Commission, as part of its approval of a Certificate of Public Convenience and Necessity, shall adopt findings which assure the proposed transmission project complies with the Statewide Planning Goals and is compatible with the acknowledged comprehensive plan(s) and land use regulations of each local government where the project is to be located. The Commission's findings shall be developed under the rules and procedures in the Commission's state agency coordination program pursuant to ORS 197.180.

The purpose of this rule provision is to ensure that the Commission's decisions are compatible with Statewide Planning Goals as required by ORS 197.180. The Commission's state agency coordination program ("SAC") implementing ORS 197.180 was adopted in May 1991. At that time, the Commission reviewed all of its programs to determine which ones, if any, affected land use. Of all the Commission's programs, only the Certificate of Need and Public Convenience was deemed to affect land use. Based on that conclusion, the Commission adopted new rules (OAR 860-025-0030 *et seq.*) to ensure "that the granting of a Certificate of Public Convenience and Necessity will comply with Oregon land use laws."⁷

As noted in the SAC, all comprehensive plans in the state have been acknowledged to be in compliance with Statewide Planning Goals. Thus, when the Commission acts compatibly with an acknowledged comprehensive plan, it acts compatibly with the Statewide Planning Goals. The Commission's new rules therefore included what is now set forth in OAR 860-025- 0030(3), which

⁷ Oregon Pub. Util. Comm., *State Agency Coordination Program*, page iii (May 1991).

allows the Commission to demonstrate compliance with local comprehensive plans in lieu of the Commission adopting compatibility filings directly, but which nevertheless allows the Commission to directly adopt compatibility findings if appropriate.

OAR 860-025-0030(2) is not itself an approval standard. Rather, it is an instruction to the Commission to adopt findings of land use compatibility; findings that can be based on information provided pursuant to OAR 860-025-0030(3).

(2) The Commission's land use findings assuring the proposed project's goal compliance and plan compatibility shall be based on the hearing record, which shall include at least one of the following:

(a) A copy of the local land use permit from each affected city or county planning agency, building department, or governing body stating that the proposed transmission project has received the jurisdiction's approval; or

(b) A copy of a letter from each affected local planning agency, building department, or governing body stating that the proposed transmission project is permitted under the jurisdiction's comprehensive plan, land use regulations, and development codes, but does not require specific approval by the jurisdiction; or

(c) Other written or oral land use information and documentation equivalent to OAR 860-025-0030(3)(a) or (b) above properly presented to the Commission from an authorized representative from each affected city or county; or

(d) Commission goal compliance findings adopted pursuant to OAR 860-030-0065(3) in situations when the Commission is unable to assure goal compliance by acting compatibly with one or more of the affected comprehensive plans.

The structure of OAR 860-025-0030(3) is consistent with how most state agencies determine land use compatibility and allows the applicant to show either: (1) it has already received land use permits from the relevant local planning jurisdictions; (2) the proposed project does not require land use permits; or (3) the proposed project has not been approved, but can be approved by the local jurisdiction if it follows that jurisdiction's procedures and standards. OAR 860-025-0030(3) has a fourth option, which allows the Commission to make direct findings of compatibility

with the Statewide Planning Goals, which it has done in at least one prior proceeding.⁸

UEC's Transmission Line runs through two different planning jurisdictions: (1) Morrow County and (2) the City of Boardman. As explained in more detail below, the construction of a transmission line is allowed along the preferred route in each of these jurisdictions. UEC, however, has only recently applied for a land use decision from the County after receiving consent from the landowners in the Exclusive Farm Use ("EFU") zone from whom consent is required to make the application to the County.

UEC has worked with the local land use authorities to determine that the Transmission Line is a permissible use along the route in both jurisdictions. Included with the Echenrode Testimony are letters from each jurisdiction confirming that a Land Use Decision is either available or unnecessary.⁹

The following is a summary of how the Transmission Line is or can be approved in each jurisdiction.

City of Boardman

Within the City of Boardman, the proposed line passes through commercial districts zoned Service Center Sub District (SC) and General Industrial (GI).

In the SC zone, the proposed project is permitted outright pursuant to the City of Boardman

Development Code 2.2.200B.2b:

Table 2.2.200B Land Uses and Building Types Permitted in the Service Center Sub District – 2.b Private utilities (e.g. natural gas, electricity, telephone, cable and similar facilities).

⁸ Pacific Power Petition for Public Convenience and Necessity, UM 1495, Order No. 11-366 (Sept. 22, 2011).

⁹ Exhibit UEC/202; Exhibit UEC/203.

In the GI zone, the proposed project is permitted outright pursuant to the City of Boardman Development Code 2.3.110.A.2b:

Table 2.3.110.A Land Uses and Building Types Permitted in the General Industrial District – 2.b Private utilities (e.g., natural gas, electricity, telephone, cable, and similar facilities);

As outright permitted uses in these zones, no land use approval is required. The letter included in Exhibit UEC/202 from the City of Boardman confirms this outcome.

Morrow County

Within Morrow County, the proposed line passes through the MG (General Industrial), FR2 (Farm Residential), PI (Port Industrial) and EFU (Exclusive Farm Use) zones. Within the MG zone, the proposed line is permitted outright pursuant to 3.070.15, which expressly allows a *“Utility, transmission and communications towers less than 200 feet in height.”*

Within the FR2 zone, the proposed line is permitted outright pursuant to 3.041.3, which expressly allows a *“Utility facility necessary to serve the area and county.”*

Within the PI zone, the proposed line is permitted outright pursuant to 3.073.9, which expressly allows *“Power generating and utility facilities.”*

Within the EFU zone, the proposed line is permitted outright, but is subject to Use Standards provided in section 3.010 Subsections B.25 and D.10.

As outright permitted uses, no land use approval is required in Morrow County, except for an administrative review to confirm that the Transmission Line is a “utility facility necessary for public service” as defined in ORS 215.275. The letter included in Exhibit UEC/203 from Morrow County confirms this outcome.

Statewide Planning Goals

In addition to the fact that UEC will have to obtain a land use permit from Morrow County, the Commission can determine that the application is consistent with Statewide Planning Goals, as described below. Only the listed Goals are applicable to the Transmission Line.

Goal 1: Citizen Involvement

Goal 1 requires that local governments provide citizens with opportunities to participate in several phases of land use planning, ranging from broad scale public involvement in the development of comprehensive plans and implementing ordinances to more site-specific review of plan and development proposals. Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in its acknowledged comprehensive plan and land use regulations. This Goal is satisfied because there are multiple processes that will allow public participation. For example, this CPCN application will be noticed to property owners along the route. Further, UEC's application for land use permits will occur through the County's normal process, which provides broader notice and will allow participation by anyone in the County.

Goal 2: Land Use Planning and Exceptions

Goal 2 has two parts. Part I requires that actions related to land use be consistent with acknowledged comprehensive plans of cities and counties, and that all decisions be based on an adequate factual record. Part II addresses "exceptions" to the Goals, which are not applicable to this proceeding. Consistency of UEC's Transmission Line with goals and policies in the acknowledged Umatilla County Comprehensive Plan is a necessary requirement of the land use approval UEC will have to obtain from the County in the EFU zone. Both that process and this process before the Commission will be based on a record with a factual basis. This Goal is therefore satisfied.

Goal 3: Agricultural Lands

Goal 3 requires that counties preserve and maintain agricultural lands for farm use. Counties must inventory agricultural lands and protect them by adopting EFU zones consistent with ORS Chapter 215. UEC's Transmission Line satisfies this Goal through its route selection. The proposed route avoids EFU lands and impacts to the extent practicable. It makes a reasonably direct route through non-EFU zoned lands and along an area already utilized as a transmission line corridor.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

Goal 5 requires local governments to adopt programs to protect natural resources and to conserve scenic, historic, and open space resources for present and future generations. The Transmission Line does not pass through any inventoried natural resource areas. If such areas are later discovered along the route, UEC will obtain the appropriate permits for developing within those areas.

Goal 6: Air, Water, and Land Resources

Goal 6 addresses the quality of air, water, and land resources. In the context of an acknowledged comprehensive plan, a development complies with Goal 6 by obtaining permits for applicable federal and state environmental standards, including air and water quality standards. The Transmission Line is consistent with this Goal because its operation will result in little or no waste or material discharges. The construction of the line will be in accordance with all applicable statutes, regulations, and standards.

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Goal 8: Recreational Needs

The purpose of Goal 8 is to satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts. The Transmission Line will not have any material impact on recreational opportunities in and around the area that will be developed. To the contrary, by utilizing an existing corridor, the line will avoid development in undeveloped areas, thereby leaving other areas open for recreation. The Transmission Line is therefore in compliance with this Goal.

Goal 9: Economy of the State

The purpose of Goal 9 is to “provide an adequate land supply for economic development and employment growth in Oregon,” and focuses on ensuring that local governing bodies adopt comprehensive plans that allow for a variety of economic opportunities. The Transmission Line satisfies this Goal by increasing transmission reliability in the area and supporting UEC’s future load growth, which includes economic growth by commercial and industrial loads.

Goal 13: Energy Conservation

Goal 13 requires cities and counties to manage and control land uses to maximize the conservation of all forms of energy, based on sound economic principles. Although the Transmission Line itself is used to transmit energy, the construction of the line, from a land use standpoint, conserves energy. It does so by utilizing a straight path, along an existing corridor, thereby limiting the amount of line that must be constructed. This smaller line avoids the need for more materials and energy to make those materials. The route also avoids significant parcellation of land, thereby retaining the efficient use of the properties it crosses. Additionally, since the proposed line route delivers energy from an electrical source to an electrical load center using the

shortest route reasonably possible, the proposed line route results in lower energy losses than alternatives. This is based on the fact (among other factors) that energy consumed by line losses is proportional to the length of a line. All things equal, the shorter the line, the less the line losses.

J. EFSC information required by OAR 860-025-0030(4)

This rule provides: "If a proposed transmission line is subject to the jurisdiction of the Energy Facility Siting Council (EFSC), the Commission shall adopt findings which assure the project and route have been certified by EFSC, and the requirements of OAR 860-025-0030(2) and (3) shall not apply."

The Transmission Line is not subject to EFSC jurisdiction. Pursuant to ORS 469.300, a transmission line is subject to EFSC jurisdiction if the line is 230 kilovolts or more, more than 10 miles in length, and to be constructed in more than one city or county in the state. The Transmission Line is only 4.3 miles in length. The line therefore falls outside EFSC's jurisdiction and this rule provision does not apply.

Dated: March 19, 2020

Respectfully Submitted,

s/ Tommy A. Brooks
Tommy A. Brooks, OSB 076071
Chad M. Stokes, OSB 004007
Cable Huston LLP
1455 SW Broadway, Suite 1500
Portland, Oregon 97201-3412

Attorneys for Petitioner
Umatilla Electric Cooperative



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

(For BOC Use)
Item #
59

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

Presenter at BOC: Matt Scrivner / Greg Close
Department: Public Works / Parks
Short Title of Agenda Item:

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 4/22/2020

(No acronyms please) Morrow County Parks opening dates discussion

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Matt Scrivner 4/15/2020 Department Director Required for all BOC meetings
[Signature] 4/15/2020 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):

Public Works would like to discuss the Opening dates of the Morrow County Parks that are scheduled for May 7th. With current Covid-19 restrictions and orders by the Governor we would like to make a decision if we are going to open May 7th or postpone. Making a decision today would allow two weeks for people with reservations to make other plans.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use) Item # 5h

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

Presenter at BOC: Eric Imes (Assistant Road Master)

Phone Number (Ext): 541-989-8168

Department: Public Works - Roads

Requested Agenda Date: April 22, 2020

Short Title of Agenda Item:

(No acronyms please)

Purchase Pre - Authorization of an Offset Vibe Roller

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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity: Western States Cat	
Contractor/Entity Address: 2100 Frontier Loop Pasco, WA 99301	
Effective Dates – From:	Through:
Total Contract Amount: \$53,370.59	Budget Line: 201-220-5-40-4401
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

	4/16/2020 <small>DATE</small>	Department Director	Required for all BOC meetings
	4/20/20 <small>DATE</small>	Administrator	Required for all BOC meetings
_____	<small>DATE</small>	County Counsel	*Required for all legal documents
K. Knop	4-15-20 <small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
_____	<small>DATE</small>	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.

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

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

Morrow County Public Works would like to purchase a 2020 AVR Articulated Vibratory Roller with a 3 foot drum. As the Road Department strives to make Morrow County roads as safe as possible, this piece of equipment would make it possible for compacting roadway shoulders in the safest manner available. There are many miles of shoulder's around the county in dire need of added width. Due to the nature of the terrain, compacting shoulders becomes difficult and unsafe for our road crew. This roller attachment allows the operator to position him or herself in the roadway and articulate the roller attachment at the shoulders edge as the attached pictures show. This piece of equipment is only supplied by a sole source at this time. I have attached a sole source letter from the manufacturer. I have also attached an email from Pape Machinery and Modern Machinery stating they cannot locate a similar piece of equipment.

2. FISCAL IMPACT:

This purchase would pull from Capital Outlay expense budget 201-220-5-40-4401.

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

(1) Motion to approve pre-authorization of a 2020 offset vibe roller from Western States Cat in the amount of \$53,370.59.

Attach additional background documentation as needed.







Pasco
 2100 Frontier Loop Pasco, WA 99301
 509.547.9541

SOLD TO:
 Morrow County
 PO Box 428
 Lexington, OR 97839-0428

SHIP TO:
 Office
 PO Box 428
 Lexington, OR 97839-0428

SALES AGREEMENT

AGREEMENT: Q000178518-1
 AGREEMENT DATE: 2/17/2020
 AGREEMENT EXPIRES: 3/18/2020
 WAREHOUSE: Pasco Machine Sales
 CUSTOMER NO.: 6040800
 CUSTOMER PO:
 SALESMAN: Austin T Berry

Austin.Berry@wseco.com

ITEM DESCRIPTION	PRICE
Misc Item - AVR Articulated Vibratory Roller with 3' DRUM -	\$53,370.59
● Delivery Freight	

Notes		
	Before Tax Balance	\$53,370.59
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$53,370.59

Western States Equipment	Morrow County
Order Received by _____	Approved and Accepted by _____
Title Salesman _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
 Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



Date: March 4, 2020

RE: Sole Source Letter – Road Widener LLC Skid Steer Attachment

This letter is to state that Road Widener LLC. is the sole manufacturer of Road Widener FH, FH-R and Offset Vibratory attachments and the sole distributor for Morrow County, Oregon is Western States Caterpillar.

Road Widener FH Model, FH-R Model, and Offset Vibe Roller skid steer attachments are, to the best of our knowledge, the only skid steer attachment for the purposes of: shouldering, road widening, side paving, trench backfilling, asphalt patching, and curb backfilling, offset rolling, offset compacting.

For questions or comments, please do not hesitate to communicate with Road Widener LLC. via phone or email.

Thank you,

Dano Rivas

Road Widener LLC. | Suite 1-W | 514 Wells St. | Delafield | Wisconsin | 53018

O: 1 844 494 3363 | M: 310 994 4302 | Email: dano@roadwidenerllc.com | www.roadwidenerllc.com

ROADWIDENER AVR ATTACHMENT SPECIFICATIONS

GENERAL

The purpose of these specifications is to describe a offset compacting machine for paving, shouldering, and trench compaction. The specified attachment can be used for the following applications: gravel & hot asphalt used in conjunctions with paving, shouldering, road widening, or trench compacting.

MODEL

Offset Vibratory Roller model AVR (Articulated Vibratory Roller) will attach to any make or model skid steer loader or track loader via the quick connect coupler, in addition to most carrier machines via a coupler adapter.

OPERATING CONTROLS

The AVR is operated with a wireless handheld remote-control. The receiver is powered with 10amps via a 12v plug. The remote controls power on/off, arm and drum movement, vibration, and float.

HYDRAULICS

All hydraulic functions operate via a standard flow hydraulic (18-25 gpm) connection with the additional requirement of a third line for motor case drain. The unit will be supplied complete with industry standard quick disconnects.

Armature

The principal arm structure is constructed from high strength GR 50 alloy steel.

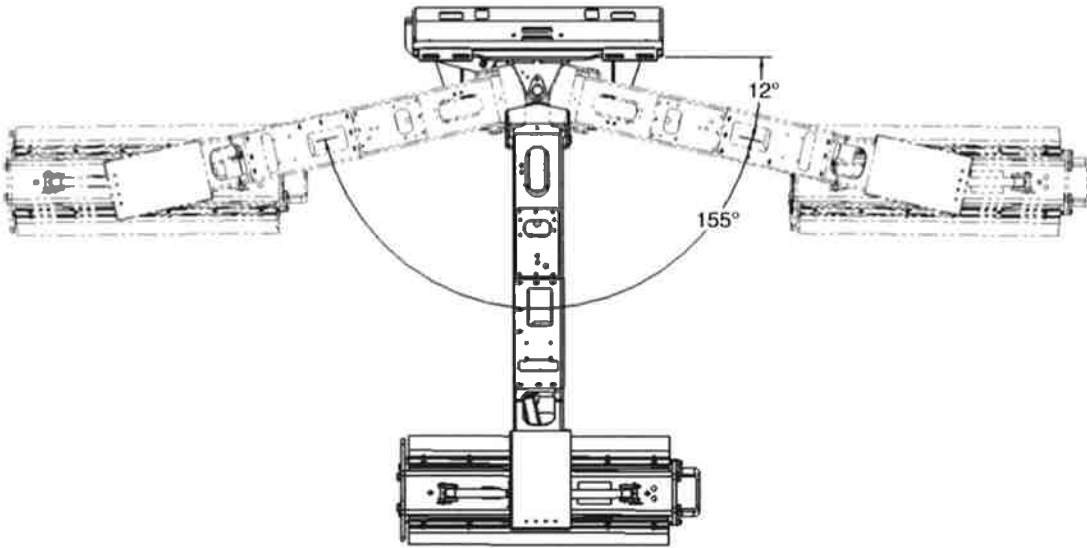
Vibratory Drum

The principal drum structure is to be a 20-inch outside diameter steel construction. Powered by a hydraulic motor delivering a minimum of 3,000 vibrations per minute with a minimum applied force of 3000 Foot Pounds (LBF). The drum is equipped with a mounting provision sprayer manifold (ships less spray manifold).

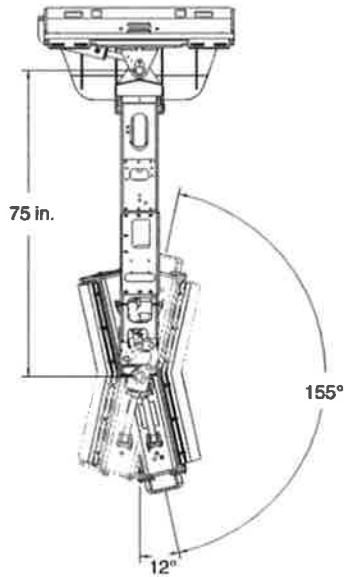
ARM WEIGHT LB (KG)	DRUM WIDTH FT (CM)	DRUM MASSV LB (KG)	MIN. CENTRIFUGAL FORCE LBF (KGF)	MIN. TOTAL APPLIED FORCE LBF (KGF)	VPM
950 (431)	2' (61.0)	552 (250)	1513 (686)	3016 (1368)	2500-3500
950 (431)	3' (91.4)	646 (293)	1513 (686)	3110 (1410)	2500-3500
950 (431)	4' (121.9)	732 (332)	1513 (686)	3196 (1449)	2500-3500

Movement

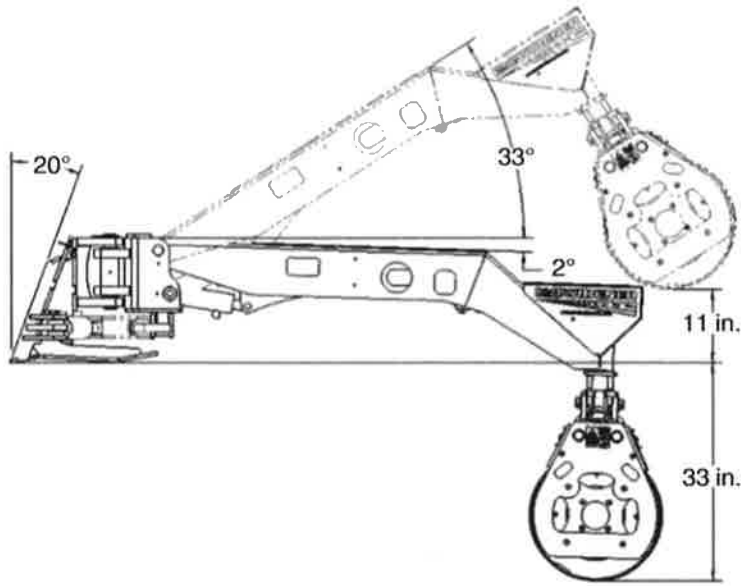
Arm Left to Right Range



Drum Pivot Range



Arm Depth Range



WEIGHT

The weight of the attachment excluding optional equipment shall be a minimum of 1502-pounds for a 2' assembly, 1595-pounds for a 3' assembly, and 1675-pounds for a 4' assembly.

OVERALL LENGTH

8'6" (fully retracted position)

OVERALL WIDTH

2' Drum to have 24" drum & overall width of 32"

3' Drum to have 36" drum and overall width of 42"

4' Drum to have 48" drum and an overall width of 54"

OVERALL HEIGHT

4'

MANUALS

An operation manual will be sent electronically via email. The manual includes parts and service.

Eric Imes

From: Jim Holland <JHolland@modernmachinery.com>
Sent: Thursday, March 19, 2020 4:46 PM
To: Eric Imes
Subject: RE: offset vibe roller

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

Eric, unfortunately Road Widner does not sell through dealers like Modern Machinery so I am unable to offer a quote on your request. I appreciate the opportunity and please feel free to call with any questions. Jim

Jim Holland
Modern Machinery
Territory Manager
C 509-578-6466

From: Eric Imes <eimes@co.morrow.or.us>
Sent: Thursday, March 19, 2020 9:19 AM
To: Jim Holland <JHolland@modernmachinery.com>
Subject: offset vibe roller

Jim,

Attached is a brochure for an offset vibe roller. I am being told this is a one of a kind piece of machinery. Can you quote anything like this?

Eric Imes
Assistant Road Master
Morrow County Public Works
Road Department



This email has been scanned by Washington Corporations using Message Labs Spam Filtering Technology. If this e-mail is SPAM that you no longer want to receive, please refer to the Spam or Junk Email Handling Process (https://washcorp.service-now.com/kb_view.do?sysparm_article=KB0011399). If you are experiencing any other e-mail problems, please call the IT Service Center at 855-WC-IT-NOW or x1212 from any office phone.

Eric Imes

From: RALPH GOODWIN <ralphog@eoni.com>
Sent: Tuesday, March 24, 2020 1:18 AM
To: Eric Imes
Subject: RE: offset vibe roller

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

ERIC,
WE DON'T HAVE ANYTHING LIKE THAT AVAILABLE TO US FOR SALE. THANKS FOR THE OPPORTUNITY
THOUGH.

RALPH GOODWIN
PAPE MACHINERY
(509) 995-4706

From: Eric Imes [mailto:eimes@co.morrow.or.us]
Sent: Thursday, March 19, 2020 9:13 AM
To: 'RALPH GOODWIN'
Subject: offset vibe roller

Ralph,

Attached is a brochure for an offset vibe roller. I am being told this is a one of a kind piece of machinery. Do you have anything that would compare?

Eric Imes
Assistant Road Master
Morrow County Public Works
Road Department



ROAD REPORT APRIL 2020

SNOW PLOWING: We finished up plowing in the mountains last week.

MCNAB: Crew members completed the final culvert replacement. We will patch the road surface in May. Contract Paving will also take place in late May or early June.

ELLA IONE-BOARDMAN INTERSECTION: Sub-base and base rock are being placed in the intersection rebuild. We will be paving the project during the month of May.

LEXINGTON YARD: Crew members hauled rock into the yard for our Culvert stacks.

SPRING BLADING: Our blade operators continue blading roads and adding rock where needed.

HOMESTEAD LN: Shoulder work is complete in preparations for paving next month.

ELLA: Space has been cleared for the livestock fence that needs installed. I received a bid from our contracted fence builder. I feel the quote is too expensive. I am currently working on my own quote for my crew to install the fence.

ROAD SIGN REPAIR: Crew members continue making sign repairs around the county as needed.

SWEEPING CAMPAIGN: Our crew has finished sweeping asphalt road shoulders this month.

COVID 19: Crew members have adjusted to new procedures to minimize the chance of spreading the Covid 19 virus. I have minimized the sharing of equipment. In the event equipment swapping becomes necessary, sanitizing procedures are being followed. Crew members are not riding together in pickups or equipment. The Mechanics are the only ones authorized to enter the shop. Buz has been doing a great job keeping the shop sanitized. The implemented procedures have had little effect on production.

PERMITS: Following are the permits approved for the month of April.

OPR	759	Bombing Range Road	CenturyLink	Utility	Fiber Optic	03/12/2020	04/01/2020
OPS	588	Strawberry Lane	Centurylink	Utility	Fiber Optic	03/12/2020	04/01/2020



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

(For BOC Use)
Item #
6C

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

Presenter at BOC: Karmen Carlson
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5620
Requested Agenda Date: 4-22-2020

Quarterly Report for Human Resources

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

<input checked="" type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Reviewed By:

<u>Karmen Carlson</u> <u>4-17-2020</u> Department Director	Required for all BOC meetings
<u></u> <u>4/20/20</u> 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.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Please see attached

2. FISCAL IMPACT:

none

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

none

Attach additional background documentation as needed.

The Months of February, March, and April have been filled with a far different task list than I had anticipated in January 2020.

February was showing a positive flow of working on projects including our new County Handbook, working through some vacancies in the health department, and assisting departments in organization, changes, and growth.

The CIS Conference in February was informative and having an AOC Human Resources meeting to really kick off the TEAM effort was super exciting. The AOC HR TEAM is a work in progress to bring all of the County HR together to build a knowledge base and to become a support for each other. The group began our work by partnering with HR Answers to build a database "form" where each County can input information and HR Answers will then compile the information so we have real working data to use in our negotiations, in our budget process, and within our Counties for pay equity, benefits conversations, and succession planning. We also believe this information will open up new opportunities for the HR departments to collaborate and by becoming a team, we become stronger and more supportive of our smaller Counties in the State.

At the CIS conference, we spent time understanding the changes in Oregon law and how to best work these changes into our policies. This is always an evolving topic that requires never-ending discussion and support from the CIS team and our Counties. When we share information, we can often eliminate a potential problem before it becomes one.

The Safety Committee has been working very hard at evolving into a safety and wellness committee to open up the County to a total worker health viewpoint. I believe this will allow the Safety Committee to reach out beyond safety and support our employees.

CIS is making some changes to the benefits onboarding process and Ronda is working closely with them as these upgrades happen. With all things HR, CIS is a vital asset to the County and our employees by keeping us informed and assisting us in evaluating State changes so we are maintaining individual rights and protecting the County.

Due to COVID-19, the AOC HR TEAM had to cancel the first scheduled meeting in April but I know that we will work to have these as soon as the danger is minimized.

March and April have been spent focusing on questions and answers regarding COVID-19 as it relates to County departments, employee challenges, State Act H.R.6201. Our County employees have been VERY willing to work with their department heads and I want to give them all the credit for being supportive, willing to look outside the box for the good of the County, and for doing what is right in this difficult time.

Respectfully,

Karmen Carlson



Thank you to the County Leadership for the importance they are putting on this to keep Morrow County safe!

Thank you to the County employees for working so hard, being a TEAM, and staying so safe!

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

To: Morrow County Commission
COURT HOUSE
Heppner, OR 97836

April 22nd, 2020

Re: County Surveyor's report for first quarter 2020.

Dear Morrow County Commissioners,

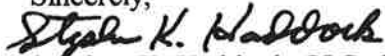
As you know, the Covid-19 adventure has had an impact virtually everywhere. The affect has been seen in the survey world as well. Although, it has not been as dramatic an effect as for many others. In my January report I had received permission for Mike Gorman and I to go ahead with pursuit of an ordinance change requiring title reports for partitions as well as subdivisions. Contact had been made with Mr. Tovey and Stephanie Case to set up a meeting time that would work for all of us and that effort was derailed by the covid event.

In the survey world things have slowed somewhat but not in any large amount. I have recorded 9 documents this year and have several others that are under review at this time. Last year by this time I had recorded 10 documents.

Also in the January report I discussed the complaint that had been made to the Oregon Government Ethics Commission concerning the situation in Grant County where the County Surveyor is required by ORS209 to perform activities for the preservation of the public land survey system using the funds designated by ORS203.148. In the Grant County situation and in 10 other counties, the county surveyors are required to use their private business to accomplish the work required by ORS209. It was being investigated whether this situation was a violation of the ethics laws. The attorney for AOC was supposed to give a presentation at the spring OACES conference about what the correct procedures would be to accomplish the work required under ORS209 in a legally acceptable way. However, the spring conference has been cancelled due to the Covid situation. That situation will have some impact on the ability to conduct a remonumentation project this summer but the extent is yet to be determined.

Overall, judging by the volume of phone calls, surveying in this area is continuing at a similar pace to last year. Most of the work for the county surveyor's office has been conducted remotely since 2013 so there were no adjustments necessary. Social distancing efforts are fairly simple to observe when there are only one or two persons to a crew and most of the work is outside. However, there has been some impact due to the fact that the Washington Governor ordered all surveying businesses in Washington closed. Some of those companies are still working from home on projects they had in Oregon but only on work that can be done electronically.

Sincerely,



Stephen K. Haddock, PLS, CFedS
Morrow County Surveyor

Morrow County Health Update

Quarterly Update

04/20/20

Communicable Disease Update

Abbott Now ID policy for testing criteria and internal appeal process. The machine has tested 2 people both negative, and both had occupational concerns. The machine is for region 9 sharing. Morrow, Umatilla, Union, Wallowa, Baker, Malheur.

Public Health Emergency Preparedness PHEP Update

This is the platform we are using for our Covid-19 response using incident command structure. Shelley and John are managing supplies from the state and delivering to community partners.

Public Health Modernization

Continue to work closely with Eastern Oregon Modernization Collaborative. Using them help with disease investigations during the work week to decrease Shelley's workload as backup. Shelley reports it has been working well.

EOCCO Update

Both the LCAC and PH community benefit initiative were awarded. LCAC and PH grant kick off telephone call 4/20/20 and technical assistance. They understand Covid-19 is taking priority. They want to make reporting least burdensome as possible. They will release the first payment for the PH grant as soon as the contract is signed and returned. They propose May 1, 2020 as the start date. Want to work with us on a timeline, proposal of training timeline when more is known.

Immunizations and Reproductive Health

Essential services are primary immunization series for up to 24 months and reproductive health. Safety measures in place. Clients call ahead and paperwork is done ahead of time. Temp's are taken and assessment done of clients. Masks are worn by RN. One patient at a time with cleaning between patients. Some patient services are done in the parking lot. Looking at telehealth and applications for the future as standard of practice. GOBHI has been providing technical assistance at no charge.

Staffing

Current Nursing Vacancies

CARE RN at 3 days /week

Home Visiting RN- Full time

OHSU partnership for clinical hours with students. Had meeting pre Covid 19 and was assigned a student who wanted home visiting clinical hours. Inquiries from new grad for NFP position. Telephone conversation about wanting to practice in a rural community, her back ground is rural.

Quarterly Reports

Notified state and explained office difficulties. They are understanding. I am reading and learning how the new process is tied to Program Elements and used as a framework for finance. Plan to meet with Kate, Deann, Vickie next week to put together the state quarterly report.

Public Health Emergency Preparedness (PHEP) Update:

EOC handling PPE from state, using the EOC PIO for press releases and public education. 5 positive Covid and 75 tested.

POD planning still in early stages.

PE 12- 2 Public Health Funding to address Covid-19. Develop a community mitigation response plan including regional planning. State is working on the template.

Roberta Lutcher

From: Dave Pranger
Sent: Monday, April 13, 2020 1:11 PM
To: Roberta Lutcher
Subject: RE: Reminder

Roberta,

Here is my report for BOC for next week.

I attended a OISC mtg. In Salem on Jan 28.

Met with 2 landowners on Little Butter Creek regarding Rush Skeletonweed and did some spraying with them.

Completed signing of Army Corp Agreement for this year.

Put together and presented a power point presentation for a pesticide train class in LaGrande OR.

Took sprayer to Cheney WA for injection pump repairs.

Did several spot checks for Public Works regarding Wheat ridge project.

Sprayed Lexington Airport.

Attended Zoom mtgs. for County Weed Association and OISC.

Finally, most of my time has been concentrated designed on getting residuall spraying done. I should be about done by the time this report is presented which is about 3 weeks earlier than usual.

Signed,
Dave Pranger

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Roberta Lutcher <rlutcher@co.morrow.or.us>


Date: 4/13/20 10:40 AM (GMT-08:00)

To: Matt Scrivner <mscrivner@co.morrow.or.us>, Eric Imes <eimes@co.morrow.or.us>, Dave Pranger <dpranger@co.morrow.or.us>, Bobbi Childers <bchilders@co.morrow.or.us>, Karmen Carlson <kcarlson@co.morrow.or.us>, Steve Haddock - Personal Email <witnessree@eoni.com>, Steve Haddock <shaddock@co.morrow.or.us>, Diane Kilkenney <dkilkenney@co.morrow.or.us>

Subject: Reminder

When Recorded Return to:
 Idaho Power Company, 500 KV Projects
 Attention: Jeffrey Maffuccio
 PO Box 70
 Boise, ID 83707

MORROW COUNTY, OREGON	2020-46300
E-EAS	
Cnt=1 Stn=23 TC	04/15/2020 10:03:02 AM
\$125.00 \$11.00 \$10.00 \$60.00	\$206.00
I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Bobbi Childers - County Clerk	



Document Title: Grant of Easement
Grantor: United States of America
Grantee: Idaho Power Company
Abbreviated
Legal Description: Ptns of E $\frac{1}{2}$ E $\frac{1}{2}$ of SECS 25 and 36, T4N, R25E, W.M.
 Ptns of E $\frac{1}{2}$ E $\frac{1}{2}$ of SECS 1, 12, 13, 24, and 25,
 T3N, R25E, W.M.

Assessor's Property
Tax Parcel: 1600, Map 4N25E
 100, Map 3N25E

GRANT OF EASEMENT

N4425520RP00001

THIS INDENTURE, made this 23rd day of March, 2020, between the UNITED STATES OF AMERICA, the Grantor, hereinafter called the GOVERNMENT, represented by the Commanding Officer, Naval Facilities Engineering Command Northwest, acting by and through the Secretary of the Navy, and Idaho Power Company, a subsidiary of IDACORP, Inc. hereinafter called the GRANTEE.

WHEREAS, the GOVERNMENT owns that certain real property identified as Naval Weapons System Training Center (NWSTF), Boardman, located in Morrow County, Oregon, hereinafter called the Installation;

WHEREAS, the GRANTEE has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of a 500 kV Transmission Line and associated communications and transmission equipment, which will be used by the GRANTEE on, over, and across that portion of the Installation hereinafter described; and

WHEREAS, the Bonneville Power Administration (BPA) currently operates a 69 kV line in this location under Use Agreement, NFR 9617. Relocation of BPA line is required to accommodate construction by the GRANTEE pursuant to the execution of this agreement, as provided in

Exhibit "C" Special Provisions, attached hereto and made a part hereof;

WHEREAS, the Secretary of the Navy has found that the granting of such an easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, witnesseth that, pursuant to the authority of 10 U.S.C. § 2668, the GOVERNMENT hereby grants to the GRANTEE and its successors and assigns, for a period of 50 years, a non-exclusive easement for the construction, installation, operation, maintenance, repair, and replacement of a 500kV Transmission line and associated communications and transmission equipment, such easement being on, over, and across that portion of the Installation hereinafter called the PREMISES, containing 76.62 acres, more or less, and more specifically described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions, including Exhibit "C" Special Provisions, which GRANTEE, by its acceptance hereof, specifically agrees to and consents to be bound by:

1. CONSIDERATION. In consideration for this Easement, the GRANTEE shall pay the GOVERNMENT the sum of Eight Hundred and Forty Thousand dollars (\$840,000.00), the receipt of which is hereby acknowledged.
2. ACCESS BY GRANTEE. The GOVERNMENT grants to the GRANTEE the right to use the PREMISES, together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The GRANTEE and its invitees and contractors agree to comply with NAS Whidbey Instruction 8020.8A of 16 April, 2018 which is the access policy for Ground Entry/Access policy for the Installation.
3. USE BY GOVERNMENT. The GOVERNMENT may use the PREMISES of this Easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights granted by this Easement.
4. SUBJECT TO EXISTING AND FUTURE EASEMENTS. This easement is granted subject to all other existing easements, if any, of public record or unrecorded, and to such utility lines, roadways, or other improvements as may now be located on or over the PREMISES and the right of the GOVERNMENT to grant such additional easements and rights of way on, in, under, across, through and over the PREMISES as it shall determine to be in the public interest, provided that such additional easements and rights of way will not unreasonably interfere with the GRANTEE's use of the PREMISES in accordance with this easement.

5. APPROVAL OF PLANS. All work performed by the GRANTEE, its agents, or contractors in connection with the construction, installation, operation, maintenance, repair, and replacement of the 500kV Transmission line shall be done without cost or expense to the GOVERNMENT and in accordance with plans approved by the Real Estate Contracting Officer, Naval Facilities Engineering Command Northwest or his/her designated local representative.

6. RESTORATION. Upon completion of any work performed in or upon the PREMISES, GRANTEE, at its own expense, shall remove all equipment and materials not necessary for the operation of the 500 kV transmission line, and shall restore the PREMISES to the same, or as good a condition as existed prior to the initiation of such work, in a manner satisfactory to the GOVERNMENT as determined by the Real Estate Contracting Officer, Naval Facilities Engineering Command Northwest, or his/her designated local representative.

7. PROTECTION AND MAINTENANCE OF PREMISES. The GRANTEE, at its own cost and expense, shall maintain the PREMISES and the 500 kV Transmission line in good condition at all times, and shall promptly make all repairs that may be necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of the 500kV Transmission line.

8. DAMAGE TO THE PREMISES. GRANTEE, at its expense, shall repair or restore any damage to GOVERNMENT property that may occur during the construction, operation, maintenance, repair and replacement of the 500 kV Transmission line in a manner satisfactory to the GOVERNMENT as determined by the Real Estate Contracting Officer, Naval Facilities Engineering Command Northwest or his/her designated local representative. GRANTEE, its employees, authorized agents and contractors shall reimburse the GOVERNMENT for any and all actual costs, direct and indirect, incurred by the GOVERNMENT as a result of any damage to the PREMISES caused by their individual or collective actions.

9. APPLICABLE RULES AND REGULATIONS. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of those rights will not unreasonably interfere with the GOVERNMENT's activities at the Installation. The GRANTEE shall adhere to all GOVERNMENT imposed security rules and regulations in the exercise of such rights.

10. INDEMNIFICATION. GRANTEE shall indemnify and defend the GOVERNMENT against, and hold the GOVERNMENT harmless from, any costs, expenses, liabilities, fines, suits, actions, damages, liability and cause of action arising or growing out of, or in any way connected with, the occupation or use of the PREMISES by the GRANTEE and its employees, agents, servants, guests, and invitees. However, this

liability shall not extend to matters caused by the GOVERNMENT's negligent or willful acts. This provision shall survive the expiration or termination of this Easement and GRANTEE's obligations hereunder shall apply whenever the GOVERNMENT incurs costs or liabilities for the GRANTEE's actions.

11. GRANTEE'S RESPONSIBILITY. The GOVERNMENT shall not be responsible for damages to property or injuries to persons that may arise from, or be incident to, the use and occupation of the PREMISES by the GRANTEE, or for damages to the property or injuries to the persons of the GOVERNMENT's officers, agents, servants, or employees, or others who may be on the PREMISES at their invitation or the invitation of any one of them arising from or incident to governmental activities except as permitted under the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.

12. ~~ROAD CONNECTIONS / GOVERNMENT RESERVATION.~~ ~~The GOVERNMENT reserves the right to make whatever connections between the Road herein authorized and other roads on the Installation that the GOVERNMENT may consider necessary. It also reserves to itself easements for all purposes on, in, through, under, upon, across and over the PREMISES; provided, however, that such reserved easements shall be used in a manner that will not unreasonably interfere with the use and enjoyment by the GRANTEE of the easement rights granted herein.~~ Intentionally Deleted

13. ~~ROAD SURFACE AND DESIGN.~~ ~~The road crossing surface and design shall be done in accordance with American Railway and Engineering and Maintenance of Way Association.~~ Intentionally Deleted

14. ENVIRONMENTAL PROVISIONS.

a. GRANTEE shall comply with all applicable environmental laws, ordinances, rules, and regulations and all other Federal, state, and local laws, ordinances, regulations, and standards that are or may become applicable to GRANTEE's activities on the PREMISES.

b. GRANTEE shall be, at its sole cost and expense, solely responsible for obtaining any environmental permits required for its activities on the PREMISES.

c. GOVERNMENT's rights under this Easement specifically include the right for its representatives to inspect the PREMISES upon reasonable notice for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GOVERNMENT is responsible for enforcing them. The inspections shall be made without prejudice to the right of duly constituted enforcement officials to make them. The GRANTEE shall have no claim on account of any entries against the United States or any of its officers, agents, employees, contractors, or subcontractors.

d. Storage, treatment, or disposal of toxic hazardous materials on the PREMISES is prohibited except as authorized by the GOVERNMENT in accordance with 10 U.S.C. § 2692.

e. The GRANTEE shall not use Installation accumulation points for hazardous and other wastes or permit its hazardous wastes to be commingled with hazardous waste of the GOVERNMENT.

f. The GRANTEE shall be solely responsible for the release, or substantial threat of a release, into the environment of any hazardous substance, pollutant or contaminant as the result of any activity under this Easement, and any preceding easements, licenses, or rights-of-way. GRANTEE shall be responsible for any reporting, containment, removal, or other remedial action relating to a release or threat of release required by law or regulation.

g. The GRANTEE agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Plan or the Resource Conservation Recovery Act Corrective Action Program during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will be, to the extent practicable, coordinated with representatives designated by the GOVERNMENT. The GRANTEE shall have no claim against the United States or its officers, agents, employees, contractors, or subcontractors on account of any entries. In addition, GRANTEE shall comply with all applicable Federal, state and local occupational safety and health regulations.

h. GRANTEE shall, to the extent permitted under applicable law, indemnify and hold harmless GOVERNMENT from, and defend GOVERNMENT against, any damages, costs, expenses, liabilities, fines, suits, actions, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or other acts or omissions by GRANTEE, its officers, employees, agents, contractors, licensees, or the invitees of any of them, giving rise to GOVERNMENT liability, civil or criminal, or responsibility under federal, state or local environmental laws. This paragraph shall survive the expiration or termination of this Easement, and the GRANTEE's obligations under this paragraph shall apply whenever the GOVERNMENT incurs costs or liabilities for GRANTEE's actions. However, this liability shall not extend to matters caused by the GOVERNMENT's negligent or willful acts.

i. The GRANTEE shall strictly comply with the solid and hazardous waste permit, storage, handling, and disposal requirements under the Solid Waste Disposal Act and Resource Conservation and Recovery Act or its equivalent. The GRANTEE must provide at its own expense any hazardous waste storage facilities, complying with all laws and

regulations that it may need for storage. Installation hazardous waste storage facilities will not be available to the GRANTEE.

j. GRANTEE shall conduct all activities on the PREMISES in a manner that is consistent with the philosophies and supportive of the objectives of the Installations Integrated Natural Resource Management Plan and Integrated Cultural Resource Management Plan. GRANTEE shall identify any activity that may affect Federally regulated or protected resources (listed species, wetlands, waters of the United States, cultural resources etc.) and provide information and mitigation that may be required to support consultation with the applicable regulatory agency.

k. If the GRANTEE inadvertently discovers Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, as those terms are defined in 43 C.F.R. § 10.2(d), during the construction, installation, operation, maintenance, and repair of the 500kV Transmission line, GRANTEE shall immediately notify by telephone the Officer in Charge of NWSTF at the range phone (541)481-2656 or the Command Duty officer (360)914-7158, followed by written confirmation. The GRANTEE shall cease all activity in the area of the inadvertent discovery until directed otherwise by the Installation. Additionally, the GRANTEE shall take all reasonable efforts to protect any Native American human remains, funerary objects, sacred objects, objects of cultural patrimony, so discovered consistent with 43 C.F.R. § 10.2(d).

15. ENVIRONMENTAL CONDITION OF PROPERTY

a. An Environmental Condition of Property (ECP) has been prepared as of the start date of this Easement to document the known environmental condition of the property. It is incorporated by reference and made a part hereof. At the termination or expiration of this Easement, another ECP shall be prepared to note the environmental condition of the property at that time. A comparison of the two ECP documents shall be made to determine the extent, if any, of liability on the part of the GRANTEE.

b. For purposes of this Easement the following terms shall have the following meanings:

(1) "Toxic or Hazardous Materials" means all manner of substances, pollutants, contaminants, and waste to which Applicable Environmental Laws pertain, expressly including petroleum, petroleum products, and materials defined in 48 C.F.R. § 252.223-7006 (a)(ii) and (iii).

(2) "Contamination" means a level of Toxic or Hazardous Materials in the air, soil, or water (surface water or ground water), that exceeds levels allowed by Applicable Environmental Laws.

(3) "Applicable Environmental Laws" means:

(a) Federal, state, and local statutes, laws, ordinances, rules, and regulations, to which the GOVERNMENT is made subject by Federal law or to which the GRANTEE is made subject by Federal and state law;

(b) Executive Orders of the President of the United States;

(c) decisions of courts and administrative tribunals of competent jurisdiction;

(d) administrative orders of regulatory agencies of competent jurisdiction (involuntary or on consent); and

(e) regulations and directives of the Department of Defense or the Department of the Navy, which pertain to the human environment (as defined in the National Environmental Policy Act of 1969); transportation of hazardous material; and human health and safety (including occupational safety).

(4) Applicable Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651, et seq.), and 10 U.S.C. § 2692, as amended.

(5) "Release" means any discharge, spill, emission, leaking, pumping, injection, excavation, deposit, disposal, leaching, or migration into the environment, accidental or otherwise, or introduction into the environment by any other means or method.

(6) "Remedial Action" means: investigating or monitoring the environmental condition of the PREMISES and clean-up, removal, response (including emergency response), and restoration of the PREMISES, as per Applicable Environmental Laws, due to the presence or suspected presence of Contamination or a Release or suspected Release of Toxic or Hazardous Materials.

c. If, during the term of this Easement, the GRANTEE becomes aware that a Release of Toxic or Hazardous Materials has occurred due to acts or omissions of the GRANTEE, its agents, or contractors, whether or not such Release results in Contamination of the PREMISES, the GRANTEE will give verbal notice to the GOVERNMENT within 24 hours

of becoming aware of the Release, providing all relevant facts and circumstances. The GOVERNMENT may direct the GRANTEE to make a detailed written report of these facts and circumstances within a time certain.

d. The GRANTEE, at its sole expense, will promptly take all action necessary to comply with Applicable Environmental Laws pertaining to a Release described in subparagraph 15.b., including but not limited to: report the occurrence to appropriate Federal, state, or local regulatory authorities, if so directed by the GOVERNMENT; take timely and effective steps to minimize the Release and its impact on human health and the environment; and take Remedial Action. The GOVERNMENT may direct the GRANTEE to provide all information requested by the GOVERNMENT regarding such actions within a time certain.

e. The GRANTEE will ensure that all activities conducted on the PREMISES by the GRANTEE, its agents, or contractors are carried out in compliance with Applicable Environmental Laws. The GRANTEE will provide verbal notice to the GOVERNMENT within 24 hours of receiving any complaint, order, directive, claim, citation, or notice from any governmental authority or any other person or entity alleging noncompliance with or a violation of Applicable Environmental Laws on the PREMISES. The GRANTEE, at its sole expense, will promptly take all necessary action directed by Federal, state, or local regulatory authorities of competent jurisdiction to achieve or regain compliance with Applicable Environmental Laws. The GOVERNMENT may direct the GRANTEE to make a detailed written report, within a time certain, of the facts and circumstances underlying the alleged noncompliance or violation. Without limitation of the foregoing, the GOVERNMENT, in response to acts or omissions of the GRANTEE, its agents, or contractors may, in its discretion, take Remedial Action to remedy Contamination on the PREMISES or to achieve or regain compliance with Applicable Environmental Laws.

f. The GOVERNMENT may at any time inspect the PREMISES or cause the PREMISES to be inspected, to assess whether the operations of the GRANTEE, its agents, or contractors are in compliance with Applicable Environmental Laws. To assist in this evaluation, the GRANTEE, its agents, and contractors will provide to the GOVERNMENT, or another entity, as the GOVERNMENT may direct, for examination and copying, all relevant books, records, documents, and other material in their possession.

g. The GOVERNMENT, with good cause, may from time-to-time require the GRANTEE to conduct tests and analyses to assess whether the PREMISES are in compliance with Applicable Environmental Laws, and based on the results thereof, to so certify to the GOVERNMENT. Such tests and analyses shall be conducted in a manner satisfactory to the GOVERNMENT by recognized professionals approved by the GOVERNMENT. If the GOVERNMENT and the GRANTEE cannot reach agreement as to what tests

and analyses shall be conducted, by whom, and when, the GOVERNMENT may perform such tests and analyses or cause such tests and analyses to be performed.

16. FAILURE TO INSIST ON COMPLIANCE. The failure of the GOVERNMENT to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement shall not be construed as a waiver or relinquishment of GOVERNMENT'S right to the future performance of any such terms, covenants or conditions and GRANTEE's obligations for their future performance shall continue in full force and effect.

17. FEDERAL FUNDS. This Easement does not obligate the GOVERNMENT to expend any appropriated funds.

18. ASSIGNMENT/TRANSFER OF RIGHTS. The GRANTEE shall not transfer or assign this Easement or any interest in it, or otherwise make any portion of, or rights in, the PREMISES available to any party without the prior consent of the GOVERNMENT. If any assignment is made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the GRANTEE. However, in no event shall the GRANTEE be relieved of any of its obligations under this Easement, except for an extension of its term that begins after an assignment, and then only if the GOVERNMENT shall have consented to it.

19. TERMINATION

a. If, at any time, the GOVERNMENT determines that the 500kV Transmission line, or any portion thereof, unduly interferes with any of its activities, the GOVERNMENT shall have the right to terminate this Easement, in whole or in part, to the extent necessary to eliminate the interference; however, unless the GOVERNMENT shall have determined that relocation is not feasible, it shall offer to convey to the GRANTEE, without charge, a substitute easement permitting the GRANTEE to relocate the 500kV Transmission line, or any portion thereof, on adjacent GOVERNMENT property, which relocation shall be accomplished at the GRANTEE's cost and expense. The substitute easement shall contain the same terms and conditions as those in this Easement, and shall bear the same expiration date, if any.

b. All or any part of this Easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon non-use (de-energization for maintenance of other operational reasons shall not constitute non-use if facility is otherwise maintained) of those rights for a period of two consecutive year. Additionally, the GOVERNMENT may terminate all or any part of this Easement in the interest of anti-terrorism force protection or national security.

20. ADMINISTRATIVE COSTS AT EXPIRATION/TERMINATION OF EASEMENT. At the termination or expiration of this Easement, at the GOVERNMENT'S discretion, GRANTEE shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property Report.

21. SURRENDER. Upon any termination or expiration of this Easement, the GRANTEE, at its own expense and risk, shall promptly remove, to the extent required by the GOVERNMENT, improvements, fixtures, and equipment installed or constructed hereunder, and shall restore the PREMISES to the same or as good a condition as that which existed prior to the exercise by the GRANTEE of its rights hereunder. The restoration shall be done in a manner satisfactory to the Real Estate Contracting Officer, Naval Facilities Engineering Command Northwest, or his/her designated representative and in accordance with applicable laws and regulations. If the GRANTEE fails to remove the property as required by the GOVERNMENT, all improvements, chattels, and other items abandoned by the GRANTEE become GOVERNMENT property one-hundred and eighty (180) days following the date of termination or expiration. If the GOVERNMENT incurs any cost to remove the items abandoned by the GRANTEE, the GRANTEE shall reimburse the GOVERNMENT for any and all actual costs, direct and indirect, incurred by the GOVERNMENT.

22. STATEMENT OF COMPLIANCE. This Easement is not subject to the requirements of 10 U.S.C. § 2662(d).

23. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this Easement, the following additions, modifications and deletions were made:

Additions: Special Provisions in Exhibit "C"

Deletions: Paragraphs 12 and 13 were removed

IN WITNESS WHEREOF, the parties hereto have caused this GRANT OF EASEMENT to be executed by their duly authorized representatives as of the day and year first written above.

UNITED STATES OF AMERICA

By: Michael D. Brady
MICHAEL D. BRADY
Real Estate Contracting Officer
Naval Facilities Engineering Command
Northwest

STATE OF Washington
CITY/COUNTY OF Kitsap

The foregoing document was acknowledged before me, this 23rd day of March, 2020, by MICHAEL D. BRADY.



By: Charles W Van Cleave
NOTARY PUBLIC Charles W Van Cleave

My Commission Expires May 9, 2021
Registration No. 25957



GRANTEE

By: Ryan N. Adelman
RYAN N. ADELMAN
Vice President & Chief Safety Officer RD
T&D Engineering and Construction

STATE OF IDAHO
CITY/COUNTY OF BOISE / ADA

The foregoing document was acknowledged before me, this 4TH day of MARCH, 2020, by RYAN N. ADELMAN.

By: [Signature]
NOTARY PUBLIC

My Commission Expires 09/10/2021
Registration No. 65712

EXHIBIT A

DESCRIPTION FOR UTILITY EASEMENTS IDAHO POWER COMPANY

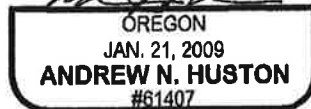
A 90.00 foot wide strip of land, lying within the east-half of the east-half (E1/2E1/2) of Sections 25 and 36, Township 4 North, Range 25 East, Willamette Meridian, and the east-half of the east half (E1/2E1/2) of Sections 1, 12, 13, 24, and 25, Township 3 North, Range 25 East, Willamette Meridian, all in Morrow County, Oregon, being 45.00 feet each side (when measured at right angles) of the following described centerline:

Beginning at a point on the North line of said Section 25, Township 4 North, Range 25 East, Willamette Meridian, said point bears South 89°46'30" West, 157.00 feet from the Northeast corner of said Section 25, said corner being evidenced by a 2-inch brass cap with other markings; thence South 00°50'15" East, 8779.80 feet; thence South 00°53'05" East, 6090.60 feet; thence South 00°58'35" East, 11,972.50 feet; thence South 00°03'35" East, 2591.80 feet; thence South 00°14'45" East, 7506.99 feet; thence North 89°45'45" East, 141.45 feet to a point on the East line of said Section 25, Township 3 North, Range 25 East, Willamette Meridian, said point bears North 00°14'15" West, 45.00 feet from the Southeast corner of said Section 25, Township 3 North, Range 25 East, Willamette Meridian, said corner being evidenced by a 2-inch brass cap with other markings.

Sidelines are to be lengthened or shortened to terminate at said North line of Section 25, Township 4 North, Range 25 East, Willamette Meridian and said East line of Section 25, Township 3 North, Range 25 East, Willamette Meridian.

This description contains 76.62 acres, more or less.

Herein bearings are based upon NAD83(2011), Oregon State Plane, North Zone, International Feet.



EXPIRES: 6/30/2019

SHEET NO.
1 OF 11

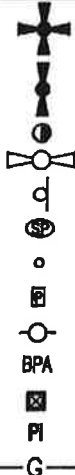
DWG NAME
BS2264006V-BA-GRID_INF
DATE
9/21/2018

REGISTERED
**PROFESSIONAL
LAND SURVEYOR**

OREGON
JAN. 21, 2009
ANDREW N. HUSTON
#61407

EXPIRES: 6/30/2019

LEGEND



- FOUND SECTION CORNER
- FOUND QUARTER SECTION CORNER
- FOUND MONUMENT
- CALCULATED QUARTER SECTION CORNER
- EXISTING SIGN
- EXISTING STAND PIPE
- EXISTING GATE POST
- EXISTING POWER JUNCTION BOX
- EXISTING POWER POLE
- BPA
- PRELIMINARY PROPOSED TRANSMISSION TOWER
- POINT OF INTERSECTION
- EXISTING UNDERGROUND GAS LINE
- EXISTING BARB-WIRE FENCE
- EXISTING EDGE OF PAVEMENT
- CENTERLINE OF TRANSMISSION LINE EASEMENT
- TRANSMISSION LINE EASEMENT SIDELINES
- WEST RIGHT OF WAY BOMBING RANGE ROAD
- SECTION LINE
- QUARTER SECTION LINE
- EXISTING EASEMENT, AS NOTED
- BOARDMAN BOMBING RANGE BOUNDARY

NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY

**EXHIBIT 'B' - POWER LINE EASEMENT
ACROSS BOARDMAN BOMBING RANGE
MORROW COUNTY, OREGON**

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

150 NW PACIFIC PARK LANE, SUITE 110 | BEND, OR 97702
P 541.508.7710
WWW.PARAMETRIX.COM

EXHIBIT B



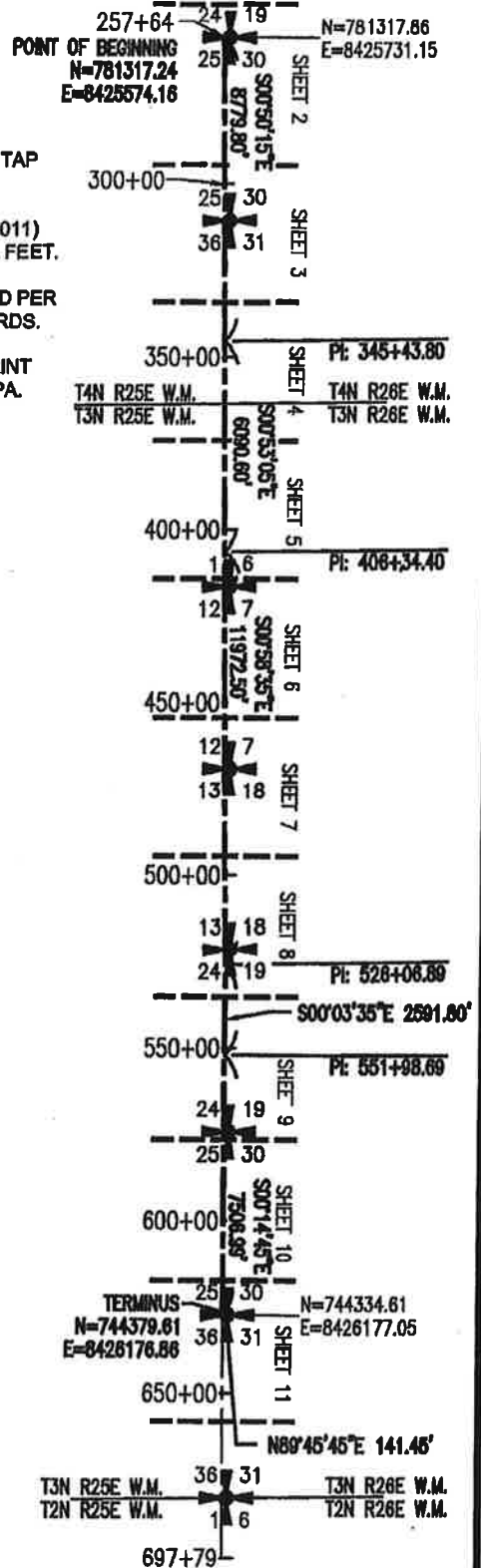
0 5000'
1" = 5000'

NOTES:
STATIONING SHOWN HEREON IS PER BPA BOARDMAN TAP TO HERMISTON-IONE.

BEARINGS AND COORDINATES REFERRED TO NAD83(2011) OREGON STATE PLANE NORTH ZONE, INTERNATIONAL FEET.

150' WIDE BOMBING RANGE ROAD EASEMENT GRANTED PER BOOK 59, PAGE 40, MORROW COUNTY OFFICIAL RECORDS.

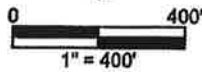
POWER LINE EASEMENT IS LOCATED IN SAME FOOTPRINT AS THE 1971 USE AGREEMENT BETWEEN NAVY AND BPA.



PLOTTED BY: hustoand
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2 OF 11

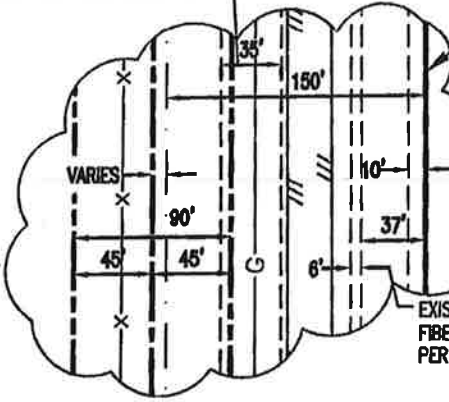
DWG NAME
BS2264006V-BA-GRID_INF
DATE
9/21/2018



PLOTTED BY: hustoand

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EXISTING 35' WIDE BLM R/W GRANT OR 50394 FOR GAS PIPELINE. LOCATION PER PACIFIC GAS TRANSMISSION CO. DRAWING NO. 1500-A-RW-5.



DETAIL

1" = 100'

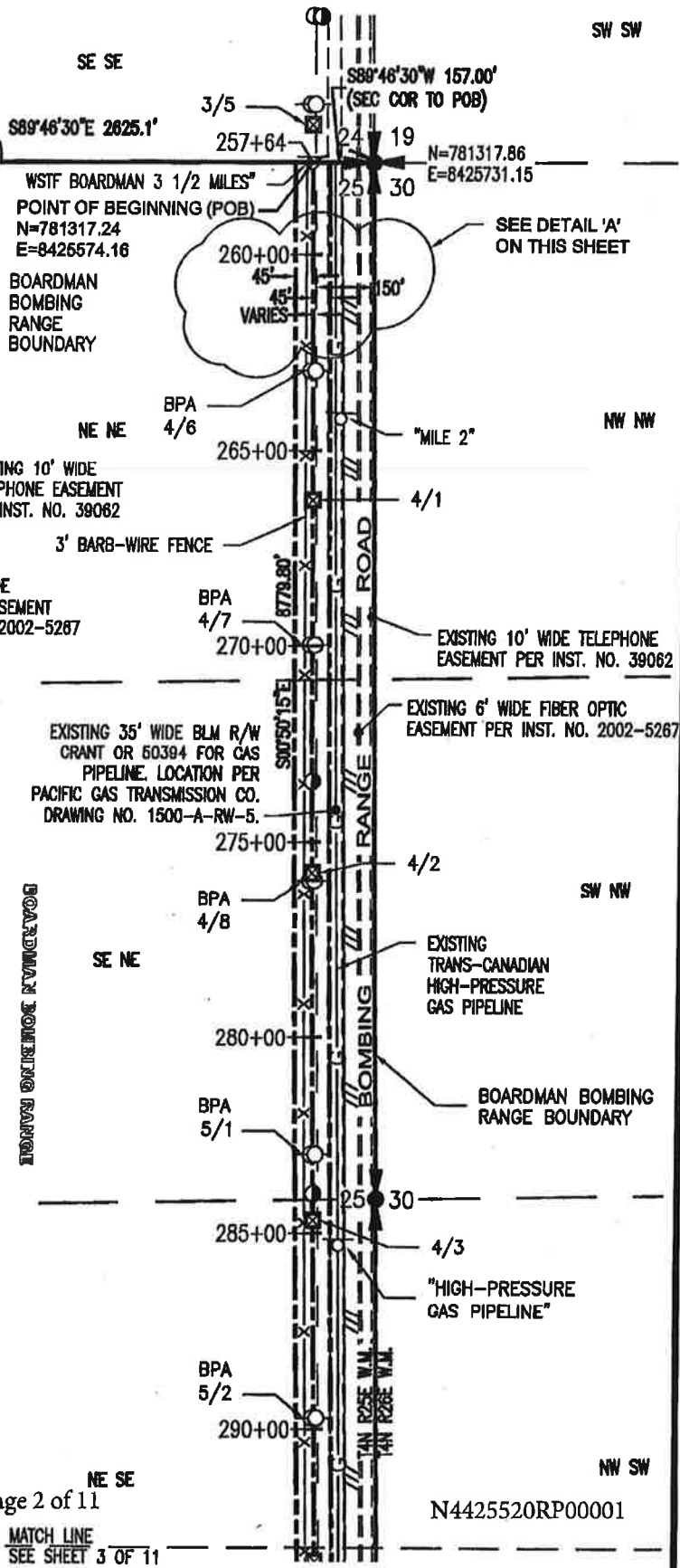


REGISTERED
**PROFESSIONAL
LAND SURVEYOR**

[Signature]
OREGON
JAN. 21, 2009
ANDREW N. HUSTON
#61407
EXPIRES: 6/30/2019

NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY
EXHIBIT 'B' - POWER LINE EASEMENT
ACROSS BOARDMAN BOMBING RANGE
MORROW COUNTY, OREGON

Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
150 NW PACIFIC PARK LANE, SUITE 110 | BEND, OR 97702
P 541.508.7710
WWW.PARAMETRIX.COM



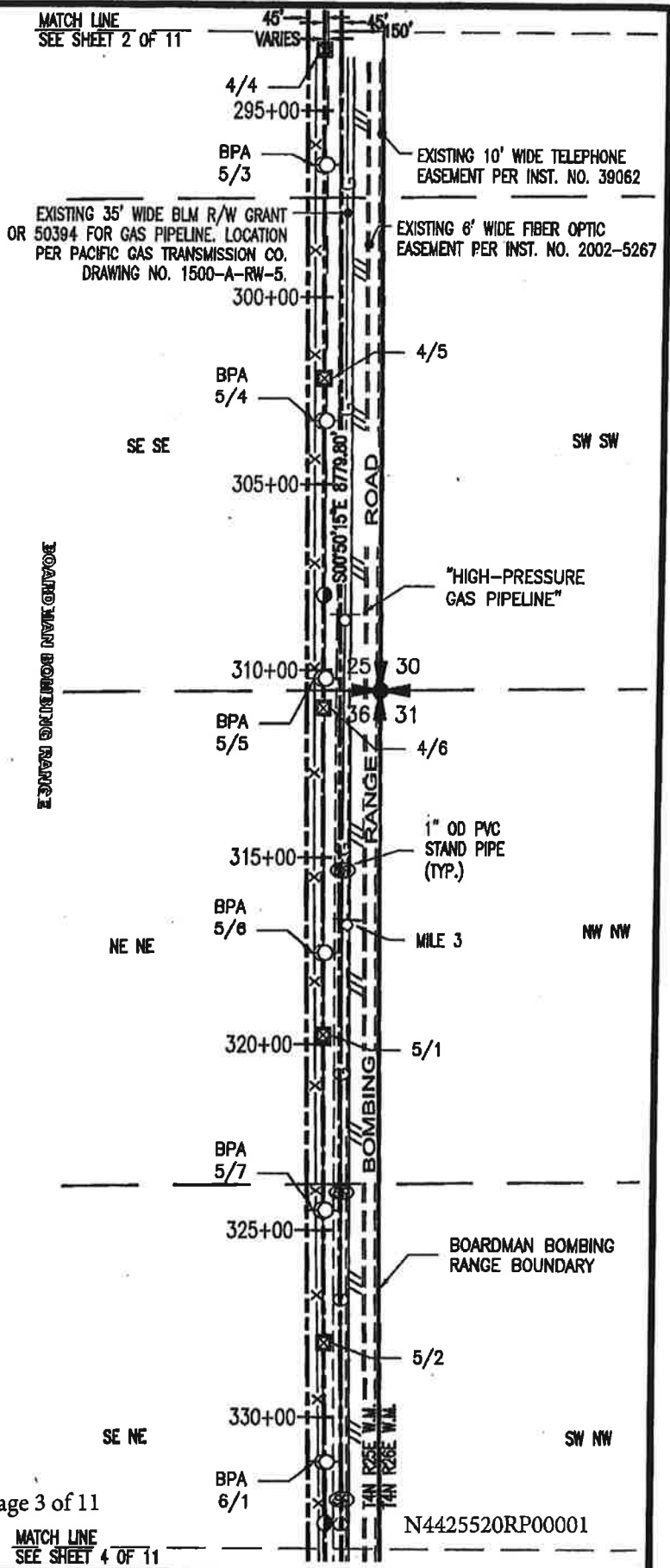
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SHEET NO.
3 OF 11

DWG NAME
BS2264006V-BA-GRID_INFT
DATE
9/21/2018



MATCH LINE
SEE SHEET 2 OF 11



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew N. Huston
OREGON
JAN. 21, 2009
ANDREW N. HUSTON
#61407
EXPIRES: 6/30/2019

NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY
EXHIBIT 'B' - POWER LINE EASEMENT
ACROSS BOARDMAN BOMBING RANGE
MORROW COUNTY, OREGON

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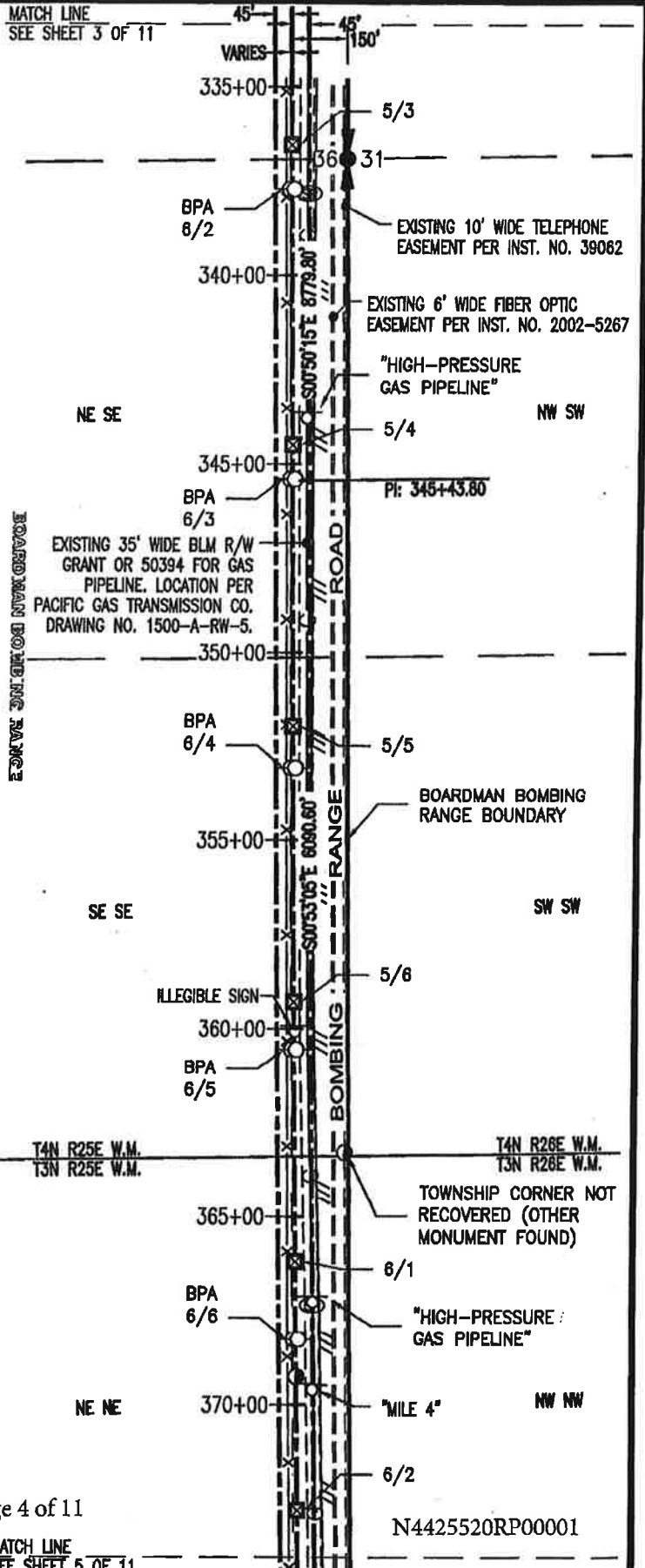
SHEET NO.
4 OF 11

DWG NAME
BS2264006V-BA-GRID_INFT
DATE
9/21/2018



0 400'
1" = 400'

MATCH LINE
SEE SHEET 3 OF 11



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JAN. 21, 2008
ANDREW N. HUSTON
#81407

EXPIRES: 8/30/2019

NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY

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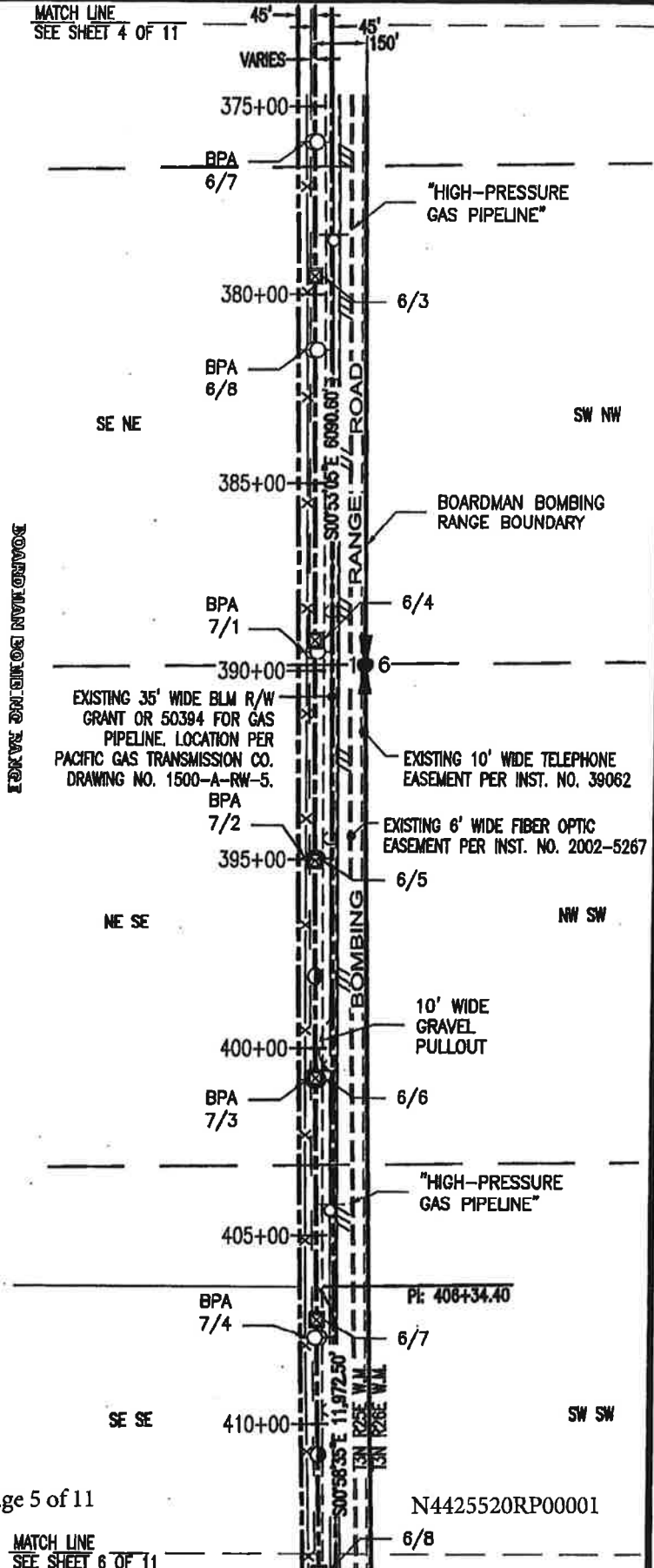
SHEET NO.
5 OF 11

DWG NAME
BS2264006V-BA-GRID_INFT
DATE
9/21/2018



0 400'
1" = 400'

MATCH LINE
SEE SHEET 4 OF 11



BOARDMAN BOMBING RANGE

EXISTING 35' WIDE BLM R/W
GRANT OR 50394 FOR GAS
PIPELINE. LOCATION PER
PACIFIC GAS TRANSMISSION CO.
DRAWING NO. 1500-A-RW-5.

EXISTING 10' WIDE TELEPHONE
EASEMENT PER INST. NO. 39062

EXISTING 6' WIDE FIBER OPTIC
EASEMENT PER INST. NO. 2002-5267

10' WIDE
GRAVEL
PULLOUT

"HIGH-PRESSURE
GAS PIPELINE"

PI: 408+34.40

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JAN. 21, 2009
ANDREW N. HUSTON
#61407

EXPIRES: 8/30/2019

NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY

EXHIBIT 'B' - POWER LINE EASEMENT
ACROSS BOARDMAN BOMBING RANGE
MORROW COUNTY, OREGON

Parametrix

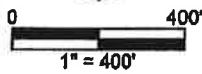
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SHEET NO.
6 OF 11

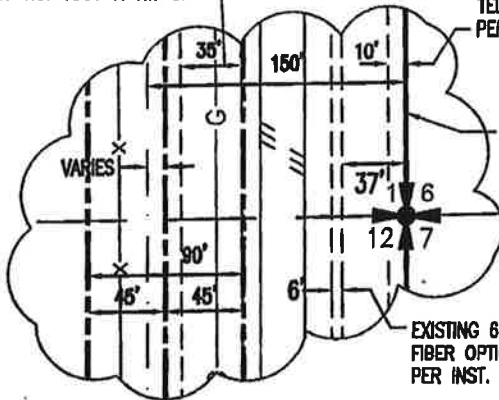
DWG NAME
BS2264006V-BA-GRID_INFT
DATE
9/21/2018



MATCH LINE
SEE SHEET 5 OF 11

SEE DETAIL 'B'
ON THIS SHEET

EXISTING 35' WIDE BLM R/W
GRANT OR 50394 FOR GAS
PIPELINE. LOCATION PER
PACIFIC GAS TRANSMISSION CO.
DRAWING NO. 1500-A-RW-5.



EXISTING 10' WIDE
TELEPHONE EASEMENT
PER INST. NO. 39082

BOARDMAN BOMBING
RANGE BOUNDARY
EXISTING 35' WIDE BLM R/W GRANT
OR 50394 FOR GAS PIPELINE. LOCATION
PER PACIFIC GAS TRANSMISSION CO.
DRAWING NO. 1500-A-RW-5.

EXISTING 6' WIDE
FIBER OPTIC EASEMENT
PER INST. NO. 2002-5267



DETAIL

1" = 100'



REGISTERED
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LAND SURVEYOR

OREGON
JAN. 21, 2009
ANDREW N. HUSTON
#61407

EXPIRES: 6/30/2019

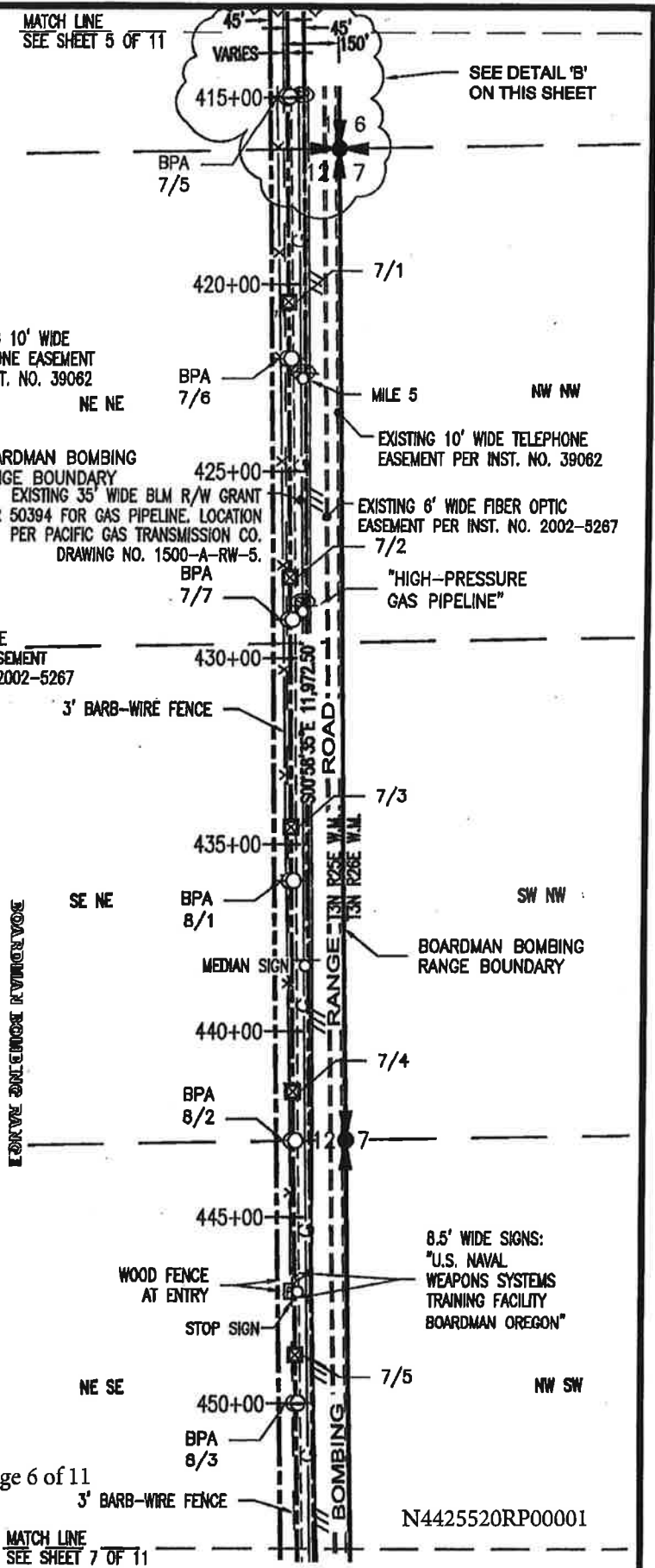
NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY

EXHIBIT 'B' - POWER LINE EASEMENT
ACROSS BOARDMAN BOMBING RANGE
MORROW COUNTY, OREGON

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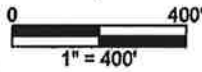
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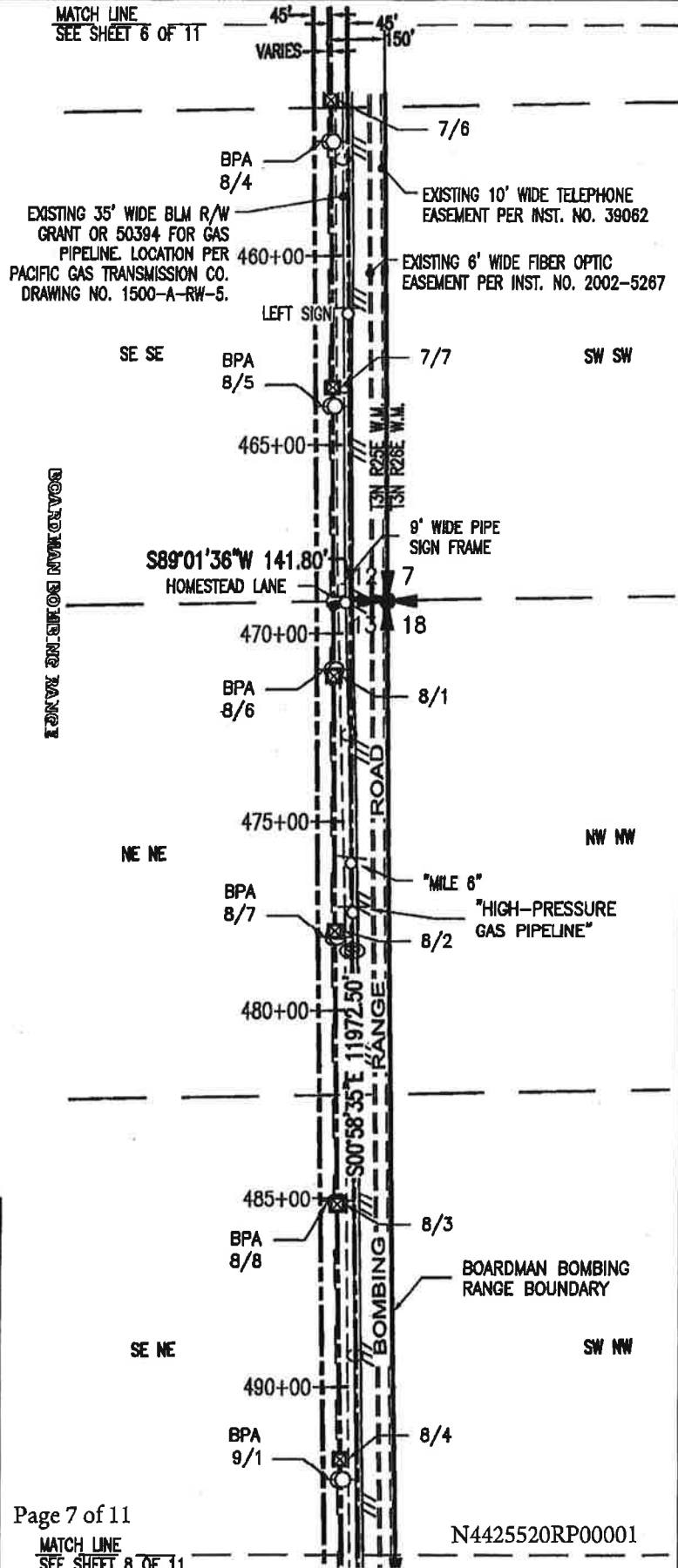
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SHEET NO.
7 OF 11

DWG NAME
BS2264006V-BA-GRID_INFT
DATE
9/21/2018



MATCH LINE
SEE SHEET 6 OF 11



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JAN. 21, 2009
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EXPIRES: 6/30/2019

NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY

EXHIBIT 'B' - POWER LINE EASEMENT
ACROSS BOARDMAN BOMBING RANGE

MORROW COUNTY, OREGON

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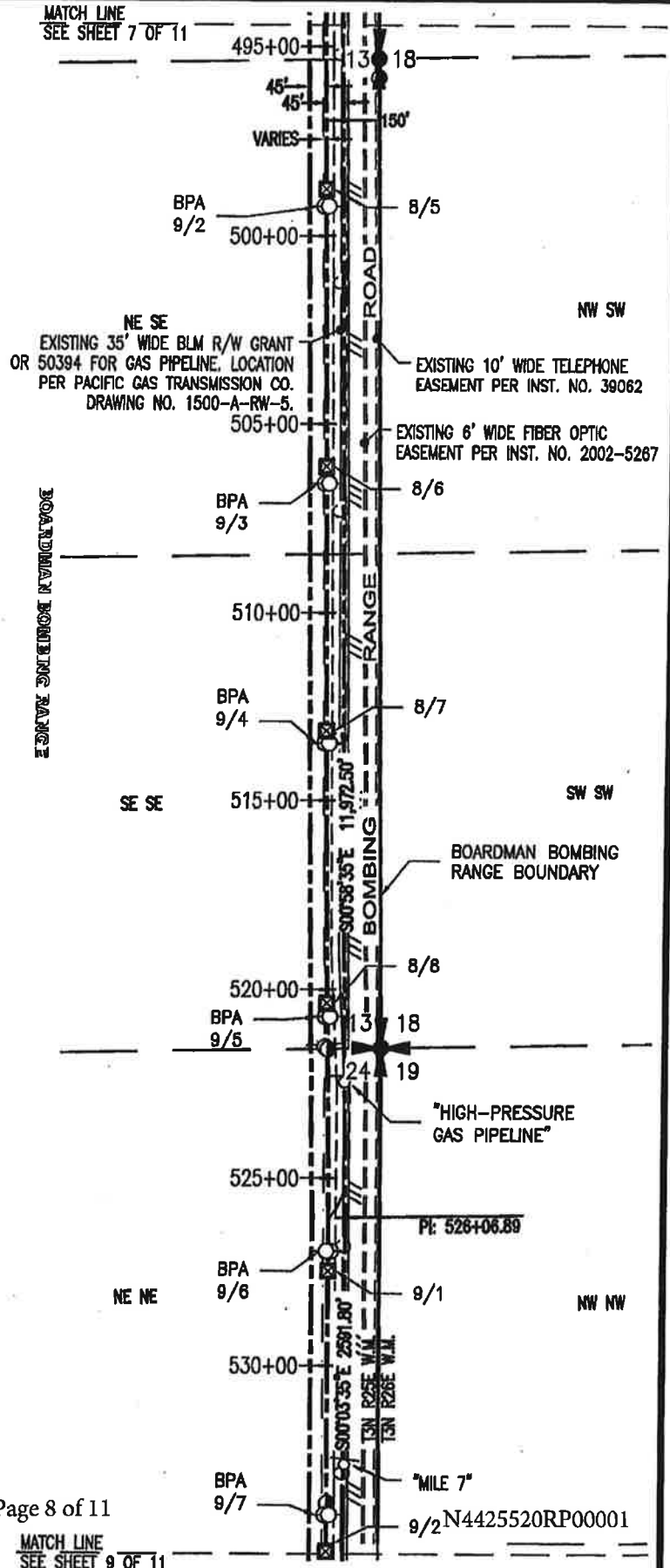
SHEET NO.
8 OF 11

DWG NAME
BS2264006V-BA-GRID_INFT
DATE
9/21/2018



0 400'
1" = 400'

MATCH LINE
SEE SHEET 7 OF 11



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LAND SURVEYOR

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JAN. 21, 2009
ANDREW N. HUSTON
#61407

EXPIRES: 6/30/2019

NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY

EXHIBIT 'B' - POWER LINE EASEMENT
ACROSS BOARDMAN BOMBING RANGE

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Page 8 of 11

MATCH LINE
SEE SHEET 9 OF 11

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SHEET NO.
9 OF 11

DWG NAME
BS2264006V-BA-GRID_INFT
DATE
9/21/2018



0 400'
1" = 400'

MATCH LINE
SEE SHEET 8 OF 11

45' 150'
VARIES

BPA
9/8
540+00

EXISTING 10' WIDE TELEPHONE
EASEMENT PER INST. NO. 39062
EXISTING 6' WIDE FIBER OPTIC
EASEMENT PER INST. NO. 2002-5267
SW NW

SE NE
EXISTING 35' WIDE BLM R/W
GRANT OR 50394 FOR GAS
PIPELINE. LOCATION PER
PACIFIC GAS TRANSMISSION CO.
DRAWING NO. 1500-A-RW-5.

545+00

BPA
10/1

9/3

"HIGH-PRESSURE
GAS PIPELINE"

550+00

9/4

PI: 551+98.69

BPA
10/2

NE SE

555+00

NW SW

9/5

"HIGH-PRESSURE
GAS PIPELINE"

560+00

BPA
10/3

9/6

BOARDMAN BOMBING
RANGE BOUNDARY

565+00

SE SE

BPA
10/4

9/7

SW SW

570+00

BOARDMAN BOMBING RANGE



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NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY

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BPA
10/5
575+00

24 19

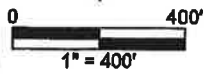
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10/1

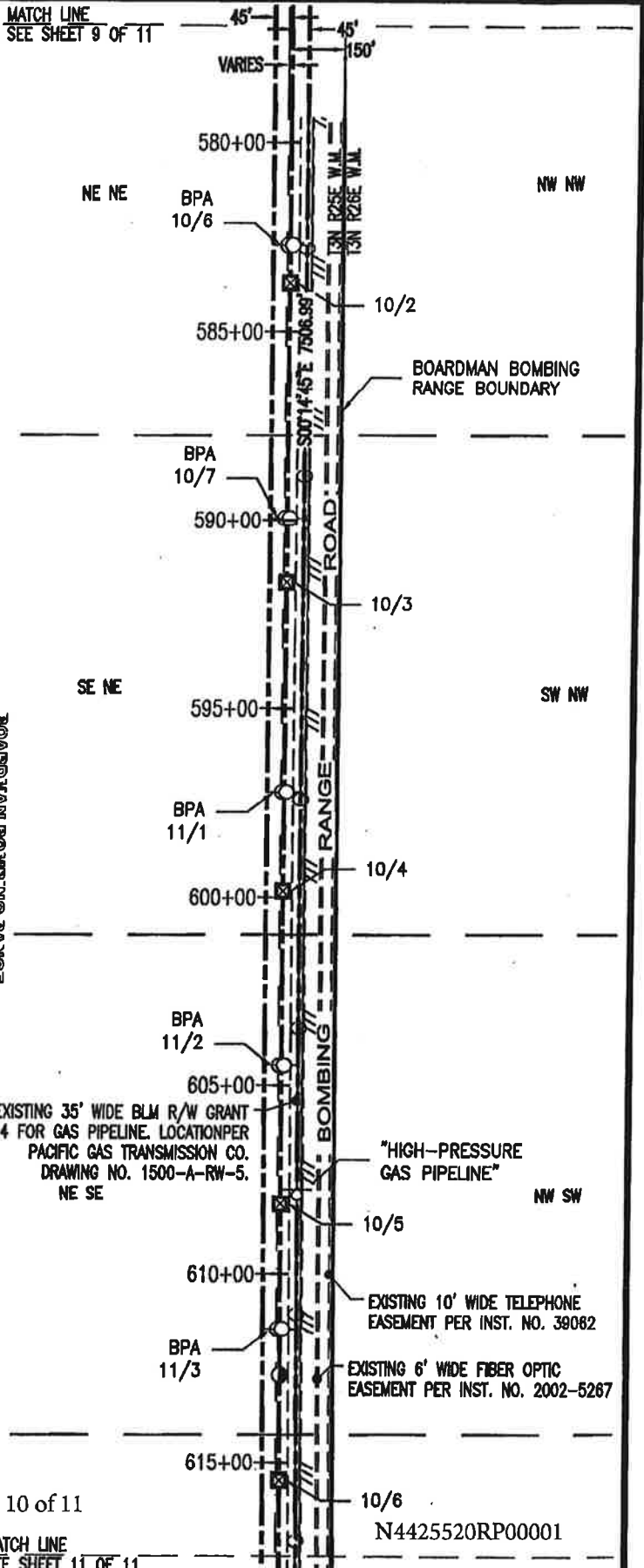
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SHEET NO.
10 OF 11

DWG NAME
BS2264006V-BA-GRID_INFT
DATE
9/21/2018



MATCH LINE
SEE SHEET 9 OF 11



PLOTTED BY: hustoand

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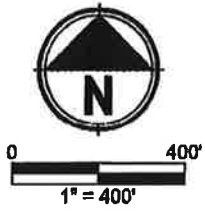
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ACROSS BOARDMAN BOMBING RANGE
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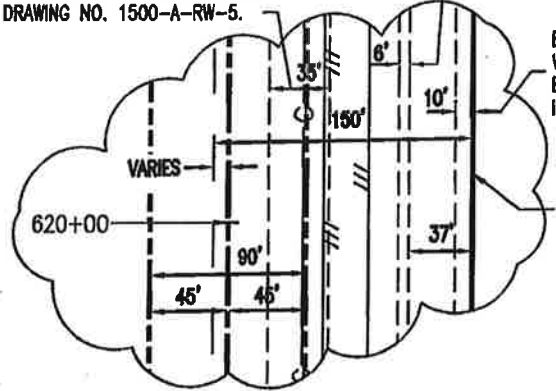
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SHEET NO.
 11 OF 11
 DWG NAME
 BS2264006V-BA-GRID_INFT
 DATE
 9/21/2018



EXISTING 35' WIDE BLM R/W
 GRANT OR 50394 FOR GAS
 PIPELINE LOCATION PER
 PACIFIC GAS TRANSMISSION CO.
 DRAWING NO. 1500-A-RW-5.



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 LAND SURVEYOR**

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 #81407
 EXPIRES: 6/30/2019

NAVAL T-LINE EASEMENT
IDAHO POWER COMPANY
 EXHIBIT 'B' - POWER LINE EASEMENT
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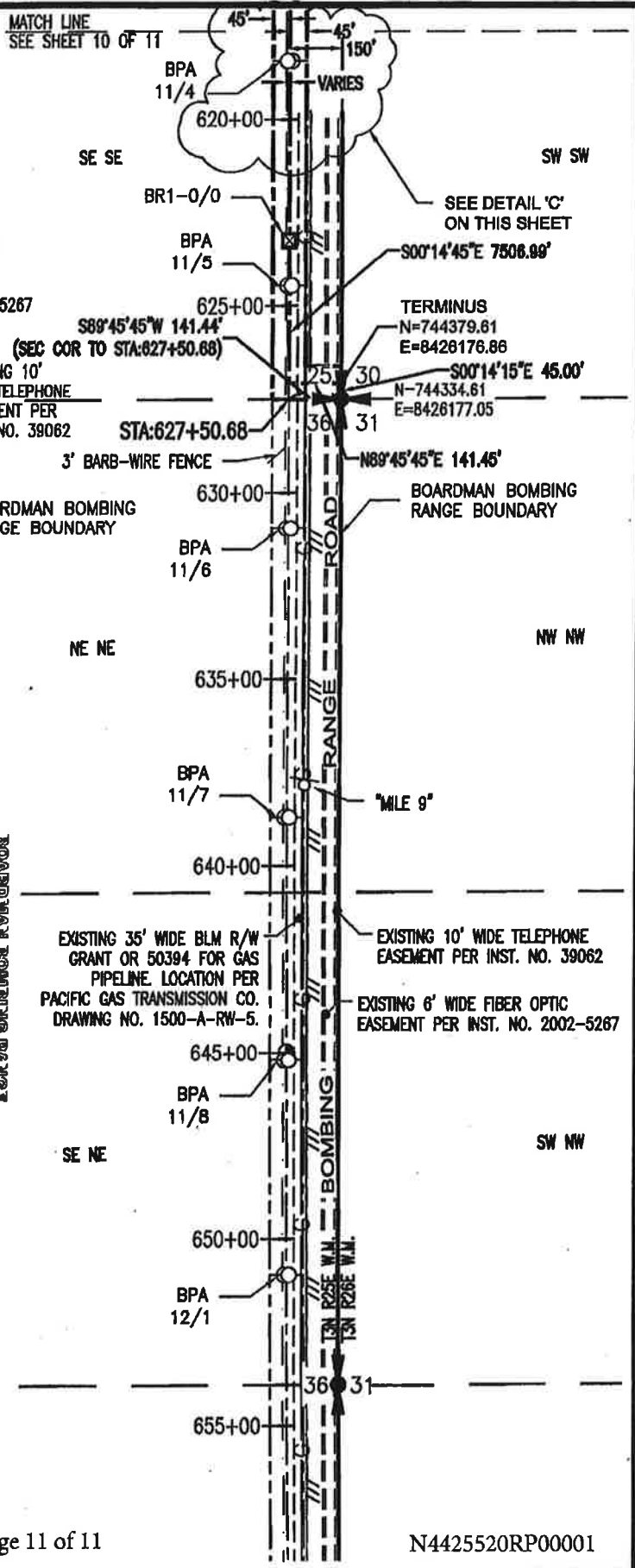


Exhibit "C"

Special Provisions

1. Construction of all facilities and improvements to support a 500kV Transmission Line will not exceed 100 feet in height, with orange marker balls installed at a minimum of one (1) per wire span, to aid aviator recognition of the transmission line within the R-5701 boundary.

2. GRANTEE will construct and maintain a boundary fence on the west side of the Easement boundary and implement annual fire protection mitigation measures along the fence to include:

- a. annual tumbleweed control
- b. other fire prevention measures as required in the vicinity of the 500 kV transmission line

3. GRANTEE will contact the GOVERNMENT annually or as needed, no later than July 1 of each year to update emergency Point-of-Contact information and to discuss GRANTEE infrastructure issues or concerns.

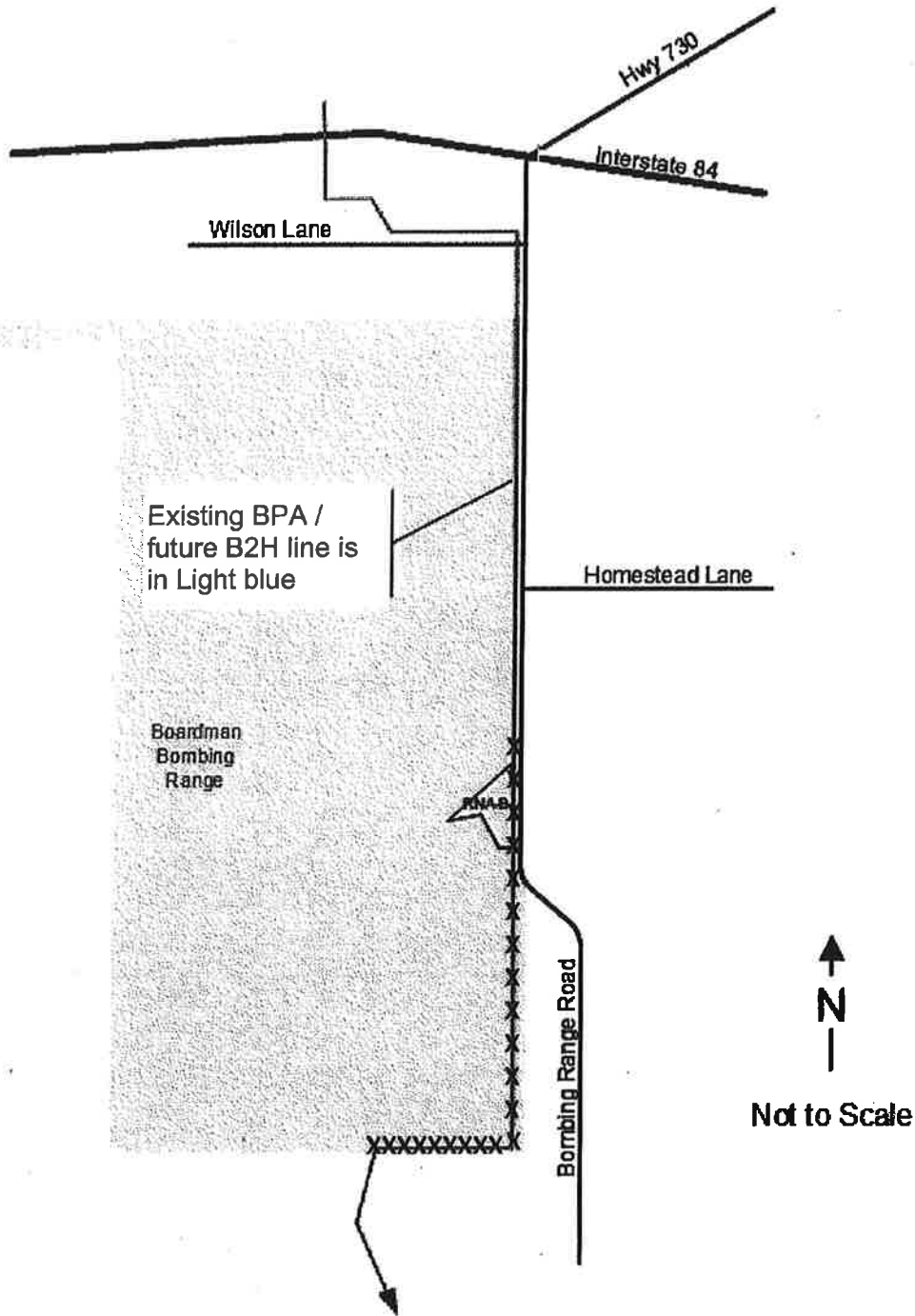
4. The current timeline for Boardman to Hemingway project in-service is June of 2026. The GRANTEE will provide a Plan Of Actions and Milestones (POAM) for the removal of the BPA remaining infrastructure from NWSTF no later than June 30, 2034 if GRANTEE has not already removed BPA's remaining infrastructure off NWSTF. BPA shall be removed off NWSTF no later than June 30, 2036. See attachment 1 to this exhibit C Special Provisions.

5. GRANTEE is required to mitigate for project impacts consistent with the terms of the Washington Ground Squirrel conservation agreement between United States Fish and Wildlife Service, Oregon Department of Fish and Wildlife. This document is incorporated by reference.

6. GRANTEE is subject to adhere to the most recent version of the "Inadvertent Discovery Plan for Naval Weapons Systems Training Facility, Boardman, Morrow County, Oregon". This document is incorporated by reference and covers any ground disturbing work performed during construction, installation, maintenance, or operation activities on NWSTF.

Attachment 1
to Exhibit C

NWSTF Boardman, B2H Project Vicinity Map



- Existing BPA 69 kV Transmission Line on NWSTF.
- The North 7.1 miles will be demolished and rebuilt on NSWSTF as the new B2H 500 kV Transmission line
- The South BPA infrastructure (X-d through) will be removed ten (10) years after B2H in-service