

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 6, 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 topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Accounts Payable May 7th; Payroll Payables, April 21st, \$167,439.43
 - b. Minutes: March 11th & 18th
 - c. Wolf Committee Reappointment Request – Paul Hisler, Jr.
 - d. Oregon Department of Agriculture, Wolf Compensation & Financial Assistance 2020 Grant Agreement #ODA-4219-GR, \$8,650
 - e. Law Enforcement Services Agreement with the City of Irrigon
 - f. Amendment 1 to Oregon Department of Revenue Intergovernmental Services Agreement #DOR-161-19
 - g. First Amendment to Oregon Health Authority Intergovernmental Agreement #154978 for the Financing of the Alcohol and Drug Prevention and Education Program
 - h. City of Irrigon Annex Replat (lot for the new County facility)
5. **Business Items**
 - a. Request for a portion of Rippee Road to be County-owned (Veronica Pacheco)
 - b. Morrow County Government Command Center Update
 - c. Draft Reopening Plans
 - d. Discuss Cost of Living Adjustment (COLA) for Non-Represented Employees (Darrell Green, Interim Human Resources Director)
 - e. Results of Office Equipment Request for Quotes & Award Bid (Deanne Irving, Staff Accountant)
 - f. Purchase Pre-authorization Request, Public Works, CAT Wheel Loader (Eric Imes, Assistant Road Master)
 - g. Enterprise Zone III
 - h. R-2020-7 Approving an Agreement Between the Sponsors of the Columbia River Enterprise Zone II and Amazon
 - i. Irrigon Building Update (Darrell Green, Administrator)
6. **Department Reports, Written Only**
 - a. Administrator's Monthly Report
 - b. Sheriff's Office Monthly Report
 - c. Treasurer's Monthly Report
 - d. Assessment & Tax Quarterly Report
 - e. ~~Finance 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/boc under “Upcoming Events”). Meeting Packets can also be found the following Monday.

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

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

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>

**Morrow County Board of Commissioners Meeting Minutes
March 18, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty

Darrell J. Green, Administrator
Justin Nelson, County Counsel
Roberta Lutchter, Executive Assistant

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

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar:

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

1. *Accounts Payable, March 19th, \$88,522.17; Manual Check, March 12th, \$1,214; Void Check, March 15th, \$212.83; Three Payroll Payables: February 20th, \$3,000; February 25th, \$161,630.05; March 4th, \$196,061.02*
2. *Minutes: February 5th*

Commissioner Russell seconded. Unanimous approval.

Business Items**COVID-19 Update**

Sheree Smith, Public Health Director

Shelley Wight, Communicable Diseases/Emergency Preparedness Coordinator

Ms. Wight offered the following:

- Cases in Oregon as of yesterday: 65
- Testing in Morrow County: No confirmed cases. The Public Health Department is working with other providers to request tests. The State is allocating 10 test kits per request and indicated more will be available.
- Personal Protective Equipment (PPE): Received first shipment from national stockpile. Every partner in the joint request received some supplies. Another larger shipment is anticipated next week.
- Hospitals and clinics are limiting visits and are screening visitors to protect staff and patients.
- Public Health staff normally work in specific programs, but the State is releasing people from those programs to help with COVID response.
- Schools are out until April 28th and group gatherings are limited to 25 people, but must adhere to social distancing. (Sheree Smith said the State is even recommending it be no more than 10 people.)
- Every call that comes into the Public Health Department receives a follow-up call.

Ms. Wight said the Public Health Department received a request from a grassroots volunteer group in the County called "People Helping People." They want to distribute food and other non-perishable goods, and contacted the department for guidance. Ms. Wight said she was working with Umatilla County Environmental Health, our contracted provider for food safety

related issues. She said law enforcement recognizes the benefits of managing and vetting volunteer groups, and then turned the floor over to Brian Snyder, Criminal Sergeant, Morrow County Sheriff's Office.

Sgt. Snyder talked about conducting streamlined background checks on the volunteers and producing an identification badge. He said this would help people feel more comfortable about someone coming to their homes. Discussion.

Chair Lindsay expressed concern over potential liability for the County, and Commissioner Doherty asked if the Chair and County Counsel could work together toward a happy-medium. It was decided to continue the discussion at the afternoon Work Session.

Order No. OR-2020-3: An Order Declaring a Local State of Emergency

Chair Lindsay explained this was listed on the agenda because there may be a decision at this afternoon's Work Session. She noted decisions do not normally take place at Work Sessions.

Board of Commissioners Meeting Location Rotation

Chair Lindsay said she made the decision that BOC meetings will be held in County facilities in order to have control over the meeting room environment. This will continue until further notice, she added.

Legislative Updates

Chair Lindsay explained this topic remained on the agenda in case there were emergent updates from the Governor.

Commissioner Doherty quipped he yearned for the days of providing updates on the fighting over cap and trade.

Sheriff's Office Request to Purchase Dispatch Recording System

Undersheriff John Bowles

Communications Lieutenant Kristen Bowles

Undersheriff Bowles said the funds for the recording system were within the Sheriff's Office budget but they were in 911 Contingency. He asked to have the funds moved in order to pay for the equipment. He then reviewed the bids received.

Lt. Bowles explained the maintenance fees will likely occur in the next fiscal year, but some decisions and discussions were pending with Umatilla County.

Chair Lindsay suggested the dollar amount being moved should also include the maintenance fees; Lt. Bowles agreed.

Commissioner Doherty moved to propose a budget resolution to move the dollars from Operating Contingency to Capital Outlay, 207-113-5-50-5999 to 207-113-5-40-4411.

Commissioner Russell seconded. Unanimous approval.

Commissioner Russell moved to approve the purchase and accept the bid from Goserco, Inc.; \$84,485.57 cost to be split equally between Morrow County and Umatilla County. Commissioner Doherty seconded. Unanimous approval.

Purchase Pre-Authorization Request, Public Works, Grader

Matt Scrivner, Public Works Director

Mr. Scrivner said this purchase was anticipated through the department's fleet rotation plan. He reviewed the quotes received and said the Parks Department asked to purchase the older grader that is being replaced.

Commissioner Russell moved to approve the purchase of a 2018 772GP John Deere Grader from Pape Machinery in the amount of \$330,445, with payments to be made through the 2026-2027 budget cycle; and allow the older grader to go to the Parks Department in the next budget cycle. Commissioner Doherty seconded. Unanimous approval.

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the kick-off meeting was held last Friday and a great deal of information was shared among the participants. At the next meeting in mid-April, the owner's rep will present the ideas behind a progressive design-build. It's important for everyone to understand the concept and let go of their more traditional ideas of a building project, he said.

Mr. Green said he and Commissioner Russell viewed the surplus furniture at the Umatilla Army Depot and concluded it would not be suitable for the project.

Request to Appoint a Representative to the Hermiston Agricultural Research and Extension Center Advisory Committee

The Board tabled the request until after Budget Committee meetings in April since HAREC will be making an unanticipated budget request of Morrow County.

Discussion in Advance of the Work Session with School Districts Regarding the Wheatridge Project Strategic Investment Program (SIP) Agreement

Mr. Green reminded the Board of the initial meeting with school district representatives on February 19th where it was determined a work session was needed (April 1st). It was later requested that the BOC have a planning discussion prior to the Work Session.

Commissioner Russell said he hoped the school districts would come to the Work Session with a plan on how to allocate the funds between the two districts. Brief discussion.

Correspondence

- News Release – Heppner Ranger District offers summer job opportunities for local youth (Youth Conservation Corps)
- News Release – Northeast Oregon forests seeking members for Resource Advisory Committee
- Oregon Water Resources Department, Summary Report of activity in Morrow County by the District 5 Watermasters, as required by the intergovernmental agreement

- Oregon Department of Energy Public Notice, Carty Generation Station, Preliminary Request for Amendment 2

Commissioner Reports

The Commissioners discussed the latest meetings in which they participated regarding COVID-19 updates from state and federal partners.

Break: 10:17-10:25 a.m.

10:25 a.m. Executive Session: Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

10:34 a.m. Closed Executive Session

Signing of documents

Adjourned: 10:38 a.m.

DRAFT

Board of Commissioners Meeting Minutes
March 11, 2020
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Karmen Carlson, Human Resources Director
Richard Tovey, County Counsel
Roberta Lutchter, Executive Assistant

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

City & Citizen Comments: Irrigon City Manager, Aaron Palmquist updated the Commissioners on sewer line, pavement and sidewalk improvements taking place. He also mentioned recent interest from about 10 housing developers in tracts of land that could possibly mean 50 multiple parcels.

Open Agenda:

- Commissioner Russell asked to add the resolution proposed by Chair Lindsay regarding Greg Walden Day in Morrow County.
- Chair Lindsay said Matt Scrivner, Public Works Director, will provide an update on the Wheatridge Project as part of his scheduled agenda item about the informational flyer on road safety conditions.

Resolution No. R-2020-4: Declaring March 14, 2020 as Greg Walden Day in Morrow County

Chair Lindsay said she hoped to present the Resolution this weekend to U.S. Representative Greg Walden during the Wee Bit O'Ireland festivities in Heppner.

Commissioner Russell moved to approve Resolution No. R-2020-4: In the Matter of Declaring Saturday, March 14, 2020 as Gregory Paul Walden Day in Morrow County. Commissioner Doherty seconded. Unanimous approval.

Consent Calendar

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

1. *Two Accounts Payable, March 12th, \$70,619.33 & Visa APs, \$11,007.72; Two Retirement Taxes, March 6th, \$21,357.70 & March 9th, \$1,206.89*
2. *Minutes: January 15th & 22nd*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Coronavirus Update

Shelley Wight, Communicable Disease/Emergency Preparedness Coordinator
Ms. Wight discussed the following:

- Last week there were three cases in Oregon; the number increased to 15 this week. Turnaround time for testing at the Centers for Disease Control and Prevention (CDC) has been understandably slow. Over 70% of patients have not been hospitalized and recovered at home.
- The Public Health Department reached out to community partners (hospital, fire districts, law enforcement, schools, care facilities, etc.) to learn the current status of personal protective equipment (PPE) supplies and assess future needs. The decision was made by the partners to request supplies from the national stockpile as one group, rather than individually. Each entity will sign the agreement and Ms. Wight reported to have eight signatures.
- Testing Process: People are tested after they meet specific criteria. Tests can result in false negatives so additional testing then takes place. Individuals are also tested for influenza because Influenza A has been going through the community.
- If a test is positive, the contact history going back 14 days is conducted. The 14-day trace-back can be very difficult and some organizations have started logging visitors.
- Last night the Oregon Department of Human Services issued a directive requiring long term care facilities to screen 100% of individuals coming into those facilities.
- The Public Health Department will do a pod training tomorrow, followed by fit-testing for masks, in conjunction with the Health District.
- The Public Health Department held a flu clinic at Heppner City Hall last Friday and more people participated than expected.

Sheriff's Office Pay Increase Requests

Undersheriff John Bowles

Operations Lieutenant Terry Harper

Karmen Carlson, Human Resources Director

Undersheriff Bowles said the topic of adjusting the wage for part-time seasonal employees was recently discussed at a Work Session with the Board. He said the wages in that category have not increased in nearly 11 years.

Marine Deputy

Lt. Harper reviewed the funding for the Marine Deputy position funded by a grant from the Oregon State Marine Board.

Commissioner Russell moved to authorize the hourly wage for the part-time Marine Deputy position as \$22.11 per hour, beginning April 1, 2020, with the rate adjustment equivalent to the annual cost of living adjustment (COLA) concurrent with the Teamsters Collective Bargaining Agreement. Commissioner Doherty seconded. Discussion: Chair Lindsay clarified the part-time temporary positions being considered today were non-union positions. Unanimous approval.

Court Security

Lt. Harper explained security personnel are provided to the Justice Court and State Circuit Court and the State reimburses the County on a quarterly basis. Chair Lindsay noted these positions fall under the District Attorney's budget and asked if he was onboard with the request. Lt.

Harper said he spoke to Roy Blaine, Sixth Judicial District Trial Court Administrator and he verbally agreed.

Commissioner Russell moved to authorize the hourly wage for the part-time Court Security Deputy position as \$22.11 per hour, beginning April 1, 2020, with the rate adjustment equivalent to the annual COLA concurrent with the Teamsters Collective Bargaining Agreement. Commissioner Doherty seconded. Unanimous approval.

ATV Law Enforcement

The OHV Deputy positions are funded through an Oregon State Parks grant, said Lt. Harper. However, the grant rate was \$21.34/hour so the differential over the two-year grant will be \$13,000.

Undersheriff Bowles said they were not asking for additional funds from the County. Funding can be found within the Sheriff's Office budget because a deputy position remains unfilled while that person is on deployment.

Commissioner Doherty moved to authorize the hourly wage for the part-time ATV Law Enforcement Deputy position as \$22.11 per hour, beginning April 1, 2020, with the rate adjustment equivalent to the annual COLA concurrent with the Teamsters Collective Bargaining Agreement. Commissioner Russell seconded. Unanimous approval.

Extra Help

Commissioner Doherty moved to authorize the hourly wage for the part-time Deputy position as \$22.11 per hour, beginning April 1, 2020, with the rate adjustment equivalent to the annual COLA concurrent with the Teamsters Collective Bargaining Agreement. Commissioner Russell seconded. Unanimous approval.

Legislative Updates

- Commissioner Russell reported 255 bills were presented and three passed. None of the three impacted Morrow County, he said.

Irrigon Building Update

Darrell Green, Administrator

The first of multiple stakeholder meetings will take place this Friday. The Commissioners discussed the need for stakeholders to attend the meetings because decisions would be made regardless, in order to move the process forward. Mr. Green said progressive design-builds involve a fairly defined process with timelines and marks to hit. The design process will take about five or six months, and during that same time, initial construction will begin. Anticipated occupancy is August 2021, he said.

Follow-Up on the Gilliam County Town Halls – Waste Management

Chair Lindsay and Commissioner Russell provided reports on the Town Halls held in Gilliam County. They were about the Oregon Department of Energy's Notice of Violation to the hazardous waste facility in Arlington regarding the disposal of radioactive materials. The Arlington facility, Chemical Waste Management, is operated by Waste Management. Discussion

ensued. The Commissioners learned ODOE will conduct a risk assessment, a corrective action plan will be developed, and monitoring will take place, all of which will be reviewed in a future public meeting in Gilliam County.

Break: 10:21-10:30 a.m.

Rural Residential 10-Acre Zoning for Housing

Chair Lindsay sought concurrence from her fellow Commissioners to move forward with the County developing a policy to allow Rural Residential 10-Acre Zones. Currently, such requests come from individual landowners who have to navigate a cumbersome process for multiple exceptions to Oregon Land Use Planning Goals. The Commissioners agreed to moving forward, with the understanding the Planning Department is currently understaffed and workload volume has increased.

Review Flyer for Wind Project Road Safety Conditions

Matt Scrivner, Public Works Director

Mr. Scrivner discussed the number and types of loads anticipated to travel roads in the area as the wind projects ramp up construction. A draft pamphlet and flyer were reviewed that will be distributed to the public via news media, chambers of commerce and local businesses.

Mr. Green said the bullet point style of the flyer was easier to read than the narrative of the pamphlet. He asked Public Works to add updates to the County website as things will be changing frequently and there will be times when the construction crews work 24 hours a day, 7 days a week.

National Association of Counties Conference Update

Commissioner Doherty recounted his recent trip to Washington, D.C., representing the Association of Oregon Counties and Morrow County. His report was titled, "Capital Investment."

Department Reports

Planning Department Monthly Report

Stephanie Case, Interim Planning Director

Ms. Case reviewed her report.

Correspondence

- Regional Solutions Weekly Report for March 4, 2020
- Email correspondence inquiring if a Morrow County Commissioner would like to be part of the Hermiston Agricultural Research and Extension Center Advisory Committee. It was decided to list the subject on next week's agenda for further discussion.

Commissioner Reports

- Commissioner Russell discussed a seminar he attended in The Dalles by the Department of Revenue on the corporate activity tax.
- Chair Lindsay said she has been exploring possible projects and ideas related to housing. For example, she's been in contact with GEODC about a rehab program for low-income

homeowners. She also discussed preparations for two upcoming Work Sessions, 1.) The memorandum of understanding with school districts for the Wheatridge Project Strategic Investment Program funds and, 2.) The next application for an enterprise zone.

- Commissioner Doherty talked about two recent deaths that impacted the communities in south County – the sudden death of a long-time Community Counseling Solutions employee and active volunteer, Shannon Boor, and the passing of Father Gerald Condon, retired Catholic priest who served Heppner and Ione for many years.

Signing of documents

Adjourned: 11:52 a.m.

DRAFT

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

At the March 10, 2020 meeting of the Morrow County Wolf Depredation Advisory Committee, two actions took place:

- 1.) The members were advised by Steve Cherry, Wildlife Biologist with the Oregon Department of Fish & Wildlife, that the bylaws could not be amended to allow for the appointment of alternates (subsequently verified by County Counsel). Upon learning this, a motion was made to not amend the bylaws.
- 2.) The committee approved the recommendation to the BOC that Paul Hisler, Jr. be reappointed as a Livestock Producer Representative.

2. FISCAL IMPACT:

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

Move to approve the reappointment of Paul Hisler, Jr., to the Morrow County Wolf Depredation Advisory Committee as a Livestock Producer Representative. Term to be May 6, 2020 - December 31, 2023.

Attach additional background documentation as needed.

~~October 15, 2019~~ Dec. 24, 2019 / R. Litcher

Morrow County Board of Commissioners,

I request to be reappointed to the Morrow County Wolf Depredation Advisory Committee as a Livestock Producer Representative. If approved, my term would be January 1, 2020 through December 31, 2023.

Respectfully,

Paul Hisler, Jr.

Paul Hisler, Jr.
Heppner
541-676-5878

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is an annual grant overseen by the Morrow County Wolf Depredation Advisory Committee. The \$8,650 total grant amount is broken down as follows:

Prevention: \$8,000

County Admin: \$650

2. FISCAL IMPACT:

\$8,000 for Prevention and \$650 for County Administration Costs; total \$8,650. (Administration costs help cover the time put in by the Executive Assistant to facilitate Wolf Committee meetings and associated documents.)

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

Move to approve ODA Wolf Compensation & Financial Assistance 2020 Grant Agreement #ODA-4219-GR in the amount of \$8,650 and authorize Commissioner Doherty to sign on behalf of the County.

Attach additional background documentation as needed.

Roberta Lutcher

From: Jason M Barber <jbarber@oda.state.or.us>
Sent: Monday, April 6, 2020 1:12 PM
To: Roberta Lutcher
Cc: AG Contact-- Jason Barber
Subject: 2020 ODA Wolf Grant Awards
Attachments: Morrow GA 2020.docx

Follow Up Flag: Follow up
Due By: Friday, April 10, 2020 8:30 AM
Flag Status: Flagged

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

Dear Roberta,

This email is to inform you that the following 2020 ODA Wolf Grant funds have been awarded to **Morrow County**:

- \$8,000 for Prevention
- \$650 for County Administration Costs
- **Total Award = \$8,650**

Please see the attached 2020 Wolf Grant Agreement for your review and signature. Once I have received this back, we can start processing your check. Please feel free to scan and email me the signed document.

For 2020, ODA received requests from 12 county wolf advisory committees totaling \$441,966. Unfortunately, ODA only has approximately \$120,000 to award at this time. Award decisions were partly based on information received from ODFW and USFWS regarding historical, current and potential depredation data and geographical dispersement of wolves in Oregon.

ODA is still optimistic that our 2020 Federal Wolf Grant application will be evaluated soon, (within the next month or two), **which could offer up an additional amount of funding (\$100,000+) for prevention.** If and when this happens, ODA will re-evaluate current county claim applications for additional prevention grant awards.

As always, thank you for your cooperation in these matters and stay safe and healthy!

Sincerely,

Jason M. Barber
Program Area Director
Internal Services and Consumer Protection
Oregon Department of Agriculture
503-986-4767
jbarber@oda.state.or.us



**OREGON DEPARTMENT OF AGRICULTURE
WOLF COMPENSATION AND FINANCIAL ASSISTANCE
2020 GRANT AGREEMENT – GRANT #: ODA-4219-GR**

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

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

DATE: Date of Agreement: April 3, 2020

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

Section 1.01. Pursuant to ORS 610.150 to ORS 610.155 (the “Act”), the Department of Agriculture (the “Department”) shall establish and implement a wolf depredation compensation and financial assistance grant program and award grants in accordance with the Act and rules adopted by the Department in OAR chapter 603, Division 019 (the “Rules”) pursuant to ORS 610.150(4).

Section 1.02. Grant Term and Termination. This Agreement shall be effective on the date on which it has been fully executed by every party and when required, approved by the Department of Justice. The availability of Grant moneys under this Agreement and Department’s obligation to disburse Grant moneys pursuant to Section 2.01 shall end on **January 31, 2021** (the “Termination Date”). Grantee shall not submit any disbursement requests and Department shall not disburse any Grant moneys after the Termination Date. Agreement termination shall not extinguish or prejudice the Department’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

**SECTION 2
GRANT AWARD**

Section 2.01. Grant. Subject to Sections 2.02 and in accordance with all terms and conditions of this Agreement, the Department shall disburse to Grantee, no earlier than **April 3, 2020**, a maximum of **\$8,650.00** (Grant money) to be awarded to Grantee for the purposes and amounts as set forth in the Budget found in Table 2.01. The purposes for the grant shall be for one or more of following numbered “Award Types”:

- 1) Compensation for injury or death of livestock or working dogs resulting from wolf depredation;
- 2) Financial assistance for implementing methods that limit wolf-livestock interaction (livestock management techniques or nonlethal wolf deterrence techniques);
- 3) Reimbursement for qualified expenses incurred by the county for implementing the county program, as provided in OAR 603-019-0001(5), OAR 603-019-0005(c) and OAR 603-019-0015(2)(g); and
- 4) Compensation for missing livestock or working dogs resulting from wolf depredation.

All disbursements (“Awards”) that the Grantee makes to persons or organizations (“Award Recipients”) for Award Types 1, 2, and 4 must be detailed in reports as required by Section 5.01. Awards to owners and managers for Award Types 1 and 4 are compensation for injury, death, or missing livestock or working dogs that occurred from February 27, 2019 through February 24, 2020, and that were documented in the grantee’s grant application. Grantee will report to the Department all grant moneys actually spent and allocated annually as required by Section 3.03.

Table 2.01 BUDGET

AWARD TYPE	BUDGET AMOUNT
#1	\$0
#2	\$8,000.00 - Prevention
#3	\$650.00 – County Admin.
#4	\$0

Section 2.02. Conditions Precedent to Disbursement. Disbursement of Grant moneys to Grantee pursuant to Section 2.01 is subject to satisfaction of each of the following conditions precedent:

- a) The Wolf Management Compensation and Proactive Trust Fund (Trust Fund) managed by the Department and established in compliance with the Act and Rules contains sufficient funds and the Department has received sufficient expenditure authorizations to allow the Department, in the exercise of its reasonable administrative discretion, to make the disbursement;
- b) The county maintains a County Advisory Committee (“CAC”) described in ORS 610.150(2) and the committee meets the requirements of OAR 603-019-0015(2);
- c) The county is in compliance with the Act and Rules, including without limitation:
 - i. In accordance with OAR 603-019-0015, the CAC has established compensation rates for injured, dead and missing animals that are qualified for compensation; livestock or working dog owners applying to Grantees to receive Type 1 or Type 4 Awards meet the specified conditions for compensation; and the county program distributes funds, to the extent possible, in an equal and balanced manner between payments to compensate for death, injury or for missing animals and payments to implement livestock management techniques or nonlethal wolf deterrence techniques , with a minimum of 30% of the county’s Grant funds distributed for livestock management techniques (including non-lethal methods) that limit wolf-livestock interaction.
 - ii. County has submitted, or will submit, an itemized record of expenses for which it is claiming compensation for no more than 90 percent of the expenses associated with implementing the county program for the wolf depredation and financial assistance grant program, as described in OAR 603-019-0010(2)(g), and county provides a matching, money contribution of at least 10% of the total expenses, described in 603-019-0015(2)(g), incurred for implementing the county program;
- d) None of the conditions established by the Act that would limit expenditures exist;
- e) No default as described in Section 6.03 has occurred and is continuing; and

- f) Grantee's representations and warranties set forth in Section 4 are true and correct when made and effective, and shall be true and correct on the date of disbursement with the same effect as though made on and as of such date.

SECTION 3 USES OF GRANT

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

Section 3.02. Ineligible Uses of Grant. Grantee may not obligate or expend any Grant moneys in excess of the amounts set forth in Table 2.01. Budget changes must be approved by the Department.

Section 3.03. Report of Moneys Spent and Allocated; Return of Unspent Moneys. Grantee shall report to the Department by **December 31, 2020** all grant moneys spent and all moneys allocated to be spent by the **January 31, 2021** termination date. Any unspent and unallocated moneys must be returned to the Department as provided by Section 3.04.

Section 3.04. Recovery of Grant Moneys. Any Grant moneys disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the Termination Date ("Unexpended Funds") must be returned to Department. If Grantee fails to return the amount of any Unexpended Funds within fifteen (15) days after the date Department demands return of those funds, Department may deduct the amount demanded from any future payment from Department to Grantee, including but not limited to, any payment to Grantee from Department under this Agreement and any payment to Grantee from Department under any other contract or agreement, present or future, between Department and Grantee. Before taking action to recover Misexpended Funds, the Department will contact Grantee to notify it of the lack of compliance and the Department's potential action in order to give the county the opportunity to address the Department's concerns. If the Department chooses to take action to recover funds from the count, the Department will provide a 30-day advance notice to the county.

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

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

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

SECTION 5
GRANTEE'S AGREEMENTS

Section 5.01. Reports.

(a) Annual Report. For each Award Recipient receiving Type 1 or Type 4 compensation listed in Table 2.01, Grantee shall provide Department a written report (requirements listed below) describing detailed claim, expenditure and price determination information related to awarded Grant moneys. Grantee shall provide such reports upon request by Department, or by the date established elsewhere in this Agreement. This report may be submitted with the Grantee's grant application, but the Department retains the right to request clarifying or additional information before grant disbursement. For each Award Recipient receiving Type 2 grant funds, Grantee shall provide Department a written report as described below.

- i. Please respond to the following requests in your report:
 1. Please explain the procedures established by your County Advisory Committee (CAC) requiring livestock owners to provide evidence of loss or injury to livestock or working dogs due to wolf depredation in order to be considered for compensation. What types of evidence and documentation did you require?
 2. Please explain the procedures established by your CAC requiring livestock owners to provide cost estimates or receipts of livestock management techniques and/or non-lethal wolf deterrence techniques to be considered for financial assistance. What type of follow-up has been or will be done to assure these techniques were implemented after financial assistance Awards were made?
 3. Please describe the procedures that your CAC used in order to establish compensation for missing livestock attributable to wolf depredation. (Please note that compensation for missing livestock may only be granted for missing animals that were located within an area of known wolf activity.) What procedures were in place and what types of documentation was required in order to rule out other possible causes for the animals being missing?
 4. Please describe how your CAC established compensation rates for death or injury to livestock or working dogs, attributable to wolf depredation, based on fair market value.
 5. Please describe how your CAC established compensation rates for missing livestock or working dogs attributable to wolf depredation.
 6. Please describe your county's plan for distributing grant funds in an equal and balanced manner between payments to compensate for death or injury to livestock or working dogs attributed to wolf depredation, and payments to implement livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock, with a minimum of 30% of a county's grant funds, as distributed by the Department, distributed for livestock management techniques or nonlethal wolf deterrence techniques.

7. Please describe what techniques/procedures were used by your CAC to make a determination that a livestock owner seeking compensation for dead, injured or missing livestock or working dogs attributable to wolf depredation, did not unreasonably or purposefully create circumstances that attracted wolves or encouraged conflict between wolves and livestock or working dogs, excluding accepted normal husbandry and grazing activities.
 8. In order for livestock owners to receive compensation funds for death or injury to livestock or working dogs or for missing livestock in an area of known wolf activity, the owner or manager must demonstrate implementation of best management practices to deter wolves, including non-lethal methods when practicable. Please describe the established process/procedure, tools and techniques that your CAC used to make this determination.
- ii. For each Award made to owners or managers for compensation for death or injury of livestock or working dogs due to wolf depredation, counties must determine that the owner or manager has not already been compensated by other means and must supply the following information in a report to the Department:
 1. A copy of the Oregon Department of Fish and Wildlife ("ODF&W") Wolf Depredation Summary Finding Form;
 2. Animal type;
 3. Whether animal was insured;
 4. Number of animals included in claim
 5. Average value of animal(s); and
 6. List wolf deterrence methods used by owner or manager before depredation occurred (this is required if depredation occurred in area of known wolf activity as found by ODF&W).
 - iii. For Awards made to owners or managers for livestock and working dogs that are missing due to wolf depredation, counties must determine that the owner or manager has not already been compensated by other means and must supply the following information in a report to the Department:
 1. Owner or manager name;
 2. Date range unconfirmed depredation occurred resulting in missing animal(s);
 3. County unconfirmed depredation occurred in (must be area designated by ODF&W as an area of known wolf activity);
 4. Animal type;
 5. Whether animal was insured;
 6. Number of animals included in this claim
 7. Average value of animal; and
 8. List wolf deterrence methods used by owner or manager before depredation occurred.
 - iv. For Awards to persons or organizations to implement livestock management techniques or nonlethal wolf deterrence techniques (Type 2 Awards), counties must consult with the Oregon Department of Fish and Wildlife on location and type of technique(s) applied before Awards are given. Counties must supply the

following information in a report to the Department:

1. Award Recipient name;
2. Brief description of management or nonlethal deterrence technique;
3. Date and location implemented;
4. Cost of management or nonlethal deterrence technique; and
5. Source of cost/price estimate.

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

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

Section 5.03. Compliance with Laws. Grantee shall comply, and require all Award Recipients to comply, with all applicable federal, state and local laws. This Section shall survive expiration or termination of this Agreement.

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

Section 5.05. Ownership of Work Product. Grantee shall retain ownership of all work product produced using Grant moneys. Grantee hereby grants to Department a royalty free, perpetual, non-exclusive license to reproduce, distribute, prepare derivative works based upon, distribute copies of, perform and display the work product, and to authorize others to do the same on Department's behalf.

SECTION 6 TERMINATION AND DEFAULT

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

unexpended as of the date of termination shall be returned to Department in accordance with Section 3.03.

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

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

Section 6.04. Remedies Upon Default. If Grantee's default is not cured, whether or not curable, within fifteen (15) days of written notice thereof to Grantee from Department or such longer period as Department may authorize in its sole discretion, Department may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement and return of all or a portion of the Grant moneys, and payment of interest earned on the Grant amount. Department may pursue remedies with respect to defaults related to an individual Award, to multiple Awards, or to all of the Awards set forth in Section 2.

SECTION 7
MISCELLANEOUS

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

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

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

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

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

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

Section 7.07. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a

Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Grantee by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

Section 7.08. Indemnification by Subcontractors. Grantee shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

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

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding

that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11. No Third Party Beneficiaries. Department and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

Section 7.13 Subcontracts. Grantee shall not enter into any subcontracts for any part of the program supported by this Agreement without the Department's prior written consent. In addition to any other provisions the Department may require, Grantee shall include in any permitted subcontract under this Agreement provisions to ensure that the Department will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Grantee.

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

GRANTEE COUNTY: MORROW COUNTY

AUTHORIZED REPRESENTATIVE: Jim Doherty, County Commissioner

Signature		Date	
Print Name		Title	

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

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

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

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

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

2. FISCAL IMPACT:

Income of \$94,923.54 for services rendered for the fiscal year 2020-2021. Quarterly payments made on October 1, January 1, April 1 and June 30. Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to maintain the level of services so named in the agreement. +

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

Suggest Agreement approval and signing by the Board of Commissioners.

+ Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT FOR SHERIFF'S SERVICES

THIS AGREEMENT, made and entered into between Morrow County, Oregon, "County," the Morrow County Sheriff, "Sheriff," and the City of Irrigon, "City."

RECITALS

1. The City desires to maintain a law enforcement presence to handle all public safety and law enforcement matters. The Sheriff has offered to provide the City with law enforcement by assigning deputies to the City for law enforcement. These deputies would focus on law enforcement and safety concerns for the City of Irrigon. The Agreement 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 desire to contract with City to provide law enforcement services to the City under the terms and conditions stated in this agreement.
3. Oregon law allows for the Cities to contract with the Sheriff and the governing body of the County for the provision of law enforcement 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 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 enforcement, traffic enforcement, city code, or related fields within the power of the Sheriff to provide.
 - 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 2080 hours per year for public safety coverage for the City, consisting of approximately 173 hours per month. Public safety coverage means the Sheriff will have a deputy available for law enforcement, including code enforcement, whether complaint driven or observed while providing services, in the City. Law Enforcement will include code enforcement, time spent at trials and hearings, report writing and attending City meetings as requested. The term law enforcement and public safety includes those duties customarily and statutorily performed by certified police officers. The term "law enforcement" includes random and non-directed vehicular or on-foot activities through the

streets, roads, parks, fields, buildings or other places or locations by trained Sheriff Office personnel. Deputy training will be the responsibility of the Sheriff, which will be done in accordance with Sheriff's Office policies. The parties to this agreement understand that regular officer training is essential to maintain both officer certification and high departmental standards.

- c. The Sheriff and deputies are vested with full power and authority within the corporate limits of the City to enforce all laws including violations of municipal codes and ordinances. The Sheriff's Office will respond to calls for services involving law enforcement, public safety and code violations. Such code violations are to be noticed and processed accordingly, not waiting for complaints to take action. These calls for service patrol and code will be dispatched to any available deputy. If a deputy is unavailable the call will be forwarded to the next available deputy. The City of Irrigon, through the City Manager, will be responsible for administrative letters or correspondence that are mailed to citizens that deal with warning or violations of the municipal code and ordinances following response or communication from a deputy.
- d. The deputies assigned to fulfill the terms of this agreement shall be assigned to work the "City of Irrigon" as set forth on the "attached" map unless needed for transport of City prisoners, out of the area hearings or trials involving City cases, or Sheriff's Office emergency. In the case of emergencies or in situations where the Irrigon deputy must leave the City of Irrigon, the Sheriff's Office will provide the same emergency coverage the Sheriff's Office provides the City on the date this agreement is signed. The hours spent away from the City will be replaced as soon as practicable. Time spent away from the City, as noted above, will not count against the total hours contracted.
- e. A written monthly report of the deputies' activities will be emailed to City Hall the first week of the following month of service in Excel format.
- f. The City through the City Manager and the Sheriff or his assigned departmental liaison will collaborate to develop programs and enforcement goals for implementation. 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's Office 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 adjust to meet expectations if possible.

- g. The Sheriff will determine which deputy(s) are assigned to the City.
 - h. The City Manager may request special or emergency law enforcement, or safety related assistance by the Sheriff's Office. All requests will be forwarded to the 911 center to be documented for dispatch prioritization with other calls for service.
- 2. The rendering of the services described above, standards of performance, the discipline of the officers, and all other matters incident to the performance of such services and control of personnel so employed shall remain in the control of the Sheriff.
- 3. For purposes of performing under this contact, Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and supplies necessary to maintain the level of services hereunder.
- 4. The Sheriff, his Deputies, including Special and Reserve Deputies, are vested with full power and authority within the corporate limits of the City to enforce laws as set forth in Section 1 above.
- 5. All persons employed in the performance of service and functions pursuant to this agreement shall be County employees and no person employed hereunder shall have any City pension, salary, or any status or rights under the provisions as City employees.
- 6. The City shall not be called upon to assume liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff personnel performing services pursuant to this agreement, or any liability other than that specifically provided in this agreement. Except as otherwise herein specified, the City shall not be liable for compensation or indemnity to any County or Sheriff employee for any injury or sickness arising out of his/her employment.
- 7. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, the City shall defend, indemnify and save the County, its officers, agents, and employees harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damage to property caused by the negligence of the City performing under this agreement.
- 8. To the extent permitted by Article XI, sections 9 and 10 of the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Acts, the County shall defend, indemnify and save City, its officers, agents, and employees harmless

harmless from any and all claims, actions, costs or other damages resulting from injury to any person or damages to property caused by the negligence of the County performing under this agreement.

9. This agreement shall be effective the first day of July 2020 and run for one year, unless terminated as provided herein. To modify, renew or not renew the agreement, parties must meet in January of the contract period. Either party may terminate this agreement at any time for any failure or refusal on the part of the other to faithfully perform the IGA according to its terms. If either party desires to terminate this agreement without cause, they may do so by providing the other party with a 90-day written notice.
10. The City will pay the County for services under this agreement as provided herein at the rate of an amount not to exceed \$94,923.54 per fiscal year. Such contract costs shall be broken down and provided to the City (Personnel: salary, Health, FICA, Medicare, retirement, unemployment, disability, life, W.C., overtime; Material and Services: uniforms, training, gas, vehicle supplies, ammunition, phones, miscellaneous, vehicle maintenance/repair, radio repair). Payment is to be made in quarterly payments on October 1, January 1, April 1, and June 30.
11. The City of Irrigon will purchase a vehicle every three years, with discussion to occur at the renewal meeting in January prior to the beginning of the new fiscal year as to the specific description of the vehicle. The purchased vehicle is to return to the City of Irrigon three years following the purchase of the agreed to vehicle. If this agreement is terminated by either party prior to the expiration date of the agreement, City shall receive purchased vehicle back from County within 30 days of expiration of agreement.
12. This agreement shall be governed by and construed in accordance with 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.
13. 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.
14. 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.
15. 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 15.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 performance of this agreement.

e. If a default occurs and it is not resolved under subsection 15.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.

16. 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.

17. 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

Kenneth W. Matlack / 04/23/20
Kenneth W. Matlack, Sheriff Date

_____/_____
Melissa Lindsay, Chair Date

_____/_____
Jim Doherty Date
Commissioner

_____/_____
Don Russell, Commissioner Date

CITY OF IRRIGON

[Signature] / 4-21-2020
Daren Strong, Mayor Date

[Signature] / 4-21-2020
Aaron Palmquist, City Mrg. Date
Attest

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Amendment for an additional \$4,800 for Assessment Map Maintenance with Oregon Dept. of Revenue. The original contract was for 300 hours of map maintenance which equates to \$18,000. We have used all those hours due to large volume of partitions, subdivisions, combinations and property line adjustments so far this budget year.

2. FISCAL IMPACT:

\$4,800

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

Approve and sign

Attach additional background documentation as needed.

From: [Kate Knop](#)
To: [Richard Tovey](#); [Mike Gorman](#); [Justin Nelson](#)
Subject: RE: DOR Map Maintenance Agreement Amendment
Date: Saturday, April 25, 2020 9:56:31 AM

I have also reviewed and do not have any concerns.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Richard Tovey
Sent: Friday, April 24, 2020 1:29 PM
To: Mike Gorman <mgorman@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: RE: DOR Map Maintenance Agreement Amendment

Mike-

I have reviewed the original agreement and the proposed amendment. It is pretty straight forward and I 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: Friday, April 24, 2020 11:12 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Subject: DOR Map Maintenance Agreement Amendment

Could you take a quick look at the attached DOR Map Maintenance Agreement Amendment? I have used up all of the maintenance hours on the original agreement (also attached). I would like to get this on next week's agenda if possible.

Thanks,

Mike Gorman

Morrow County Assessor/Tax Collector

100 Court Street

PO Box 247

Heppner, OR 67836

541-676-5607

**AMENDMENT #1 to
INTERGOVERNMENTAL SERVICES AGREEMENT No. DOR-161-19**

This Amendment #1 (the "Amendment") pertains to the Map Maintenance and Related Activities Agreement #DOR-161-19 (as amended from time to time the "Agreement") dated June 17, 2019 between the State of Oregon acting by and through its Department of Revenue ("Agency"), and the County Court or Board of County Commissions of Morrow County, Oregon, hereafter called ("Local Government").

The purpose of this amendment is to increase the total cost of the agreement.

1. The Agreement is amended as follows: (new language is indicated by **bold and underlined text** and deleted language is indicated by [~~brackets and strikethrough text~~]).

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	[300] <u>380</u>	\$60.00	[\$18,000] <u>\$22,800</u>
Related Maps		Actual	

2. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Local Government certifies that the representations, warranties and certifications contained in the original agreement are true and correct as of the effective date of the Amendment and with the same effect as though made at the time of this Amendment.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By _____
Josh Hardage Date
Procurement Manager, DPO

Internal Review

By _____
Rebecca Hall Date
Unit Manager, Property Tax Division

By and through the BOARD OF COUNTY
COMMISSIONERS Of Morrow County,
Oregon

By _____
Chair Date
Board of County Commissioners

County Commissioner Date

County Commissioner Date

REVIEWED AND APPROVED

By _____
Assessing Official of Morrow County Date

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Oregon Health Authority (OHA) issued Amendment #1 to the original contract #154978, for the financing of the Alcohol and Drug Prevention and Education Program (ADPEP). This agreement was originally issued for the 2017 - 2019 biennium, but is extended to June 30, 2021.

The Grant Disbursement is amended to increase the maximum not-to-exceed amount payable by \$122,500 to a new amount of \$245,000. These dollars are currently distributed directly to Community Counseling Solutions and not passed through Morrow County.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that Morrow County is considered a recipient as a Subrecipient. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement 93.959 which are subject to The Single Audit and OMB Circular A-133 ("Audit of State, Local Government, and Non-Profits Organizations") provide audit requirements for ensuring that these funds are expended properly.

Included in Amendment #1 are important reporting requirements that are outlined in Exhibit A "Payment and Financial Reporting"; and Exhibit E "Information Required by 2 CFR 200.331(a)(1)" for federal award dollars.

Morrow County is named as the Subrecipient and therefore responsible for all Grant Agreement requirements.

2. FISCAL IMPACT:

Morrow County is listed as the Subrecipient of the State of Oregon - Oregon Health Authority Grant Agreement #154978, Amendment #1 and therefore responsible for the agreement requirements including dollars paid directly to Community Counseling Solutions.

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

Motion to authorize Chair Melissa Lindsay to sign OHA Agreement #154978, Amendment #1 on behalf of the County.

Attach additional background documentation as needed.



Grant Agreement Number 154978

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **1** to Grant Agreement Number **154978** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Morrow County
P.O. Box 788
Heppner, OR 97836
Telephone: (541) 676-5617
Facsimile: (541) 676-5619
Attention: Katherine Knop, Finance Director
E-mail address: kknop@co.morrow.or.us**

hereinafter referred to as "Recipient".

1. Upon approval of this amendment by the parties, and when required, the Department of Justice, this amendment shall become effective on July 1, 2019 regardless the date this amendment has been fully executed by every party.
2. The Agreement is hereby amended as follows:
 - a. The OHA contact information on Page 1 is deleted and replaced with the following:

**Public Health Division
Health Promotion & Chronic Disease Prevention Section
800 NE Oregon Street, Suite 730
Portland, OR 97232
Agreement Administrator: Amanda Cue or delegate
Telephone: 971-673-1121
Facsimile: 971-673-0994
E-mail address: amanda.c.cue@state.or.us**

- b. **Section 1. Effective Date and Duration** is amended to change the Agreement expiration date from July 30, 2019 to **June 30, 2021**.

- c. **Section 3. Grant Disbursement** is hereby amended to increase the maximum not-to-exceed amount payable to Recipient under this Agreement by \$122500 to a new amount of **\$245000**.
- d. **As of July 1, 2019, Exhibit A, Part 1 - Program Description** is amended as set forth in the Exhibit A, Part 1 Program Description, attached hereto as Attachment #1 and incorporated herein by this reference; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- e. **As of July 1, 2019, Exhibit A, Part 2 - Payment and Financial Reporting** is amended as set forth in the Exhibit A, Part 2 - Payment and Financial Reporting, attached hereto as Attachment #2 and incorporated herein by this reference; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- f. **Exhibit B, Standard Terms and Conditions, Section 18. "Notice" OHA address only**, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

OHA: Office of Contracts & Procurement
~~250 Winter Street, Room 309~~
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

- g. **Exhibit E, "Information Required by 2 CFR 200.331(a)(1)"** is hereby superseded and restated in its entirety, as set forth in **Exhibit E, "Information Required by 2 CFR 200.331(a)(1)"**, attached hereto as Attachment #3 and incorporated herein by this reference as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- h. Section 4. Vendor or Sub-Recipient Determination is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Recipient is a sub-recipient Recipient is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.959**

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.
4. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Is Recipient a nonresident alien, as defined in 26 USC § 7701(b)(1)?
(Check one box): YES NO

Business Designation: *(Check one box):*

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |

Recipient Proof of Insurance, Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation: Does Recipient have any subject workers, as defined in ORS 656.027? *(Check one box):* YES NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

Morrow County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via e-mail by Cynthia Byrnes, AAG
Department of Justice

June 21, 2019
Date

OHA Program Approval

Authorized Signature

Printed Name

Title

Date

Attachment #1:

**EXHIBIT A
Part 1
Program Description**

1. Alcohol and Drug Prevention and Education Program (ADPEP) Substance Abuse Prevention and Treatment Block (SAPT-BG) Program Description

Alcohol and Drug Prevention and Education Program (ADPEP) Substance Abuse Prevention and Treatment Block Grant (SAPT-BG) funds are used to prevent alcohol, tobacco and drugs use and associated effects, across the lifespan. The ADPEP SAPT-BG program's objective is to help plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs. (See <https://www.samhsa.gov/grants/block-grants/sabg>)

ADPEP SAPT-BG programs, defined by the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention:

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

ADPEP SAPT-BG programs support implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

- 1) Information Dissemination;
- 2) Prevention Education;
- 3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- 4) Community Based Processes;
- 5) Environmental/Social Policy; and
- 6) Problem Identification and Referral.

2. Required Recipient Activities (each an "Activity")

- 2.1** Recipient shall submit to Oregon Health Authority (OHA) for approval, a Biennial Alcohol and Drug Prevention and Education Program (ADPEP) Plan ("Biennial ADPEP Plan"), for 2019-21 and 2021-23 ~~2017-19 and 2019-21~~ which details the strategies to be implemented, as outlined in this Program Description and as described in annual guidance documents provided by OHA and the goals, objectives and outcomes to be achieved by implementing those strategies. (**Completion Due:** the 2017-19 Biennial ADPEP Plan is due June 26, 2017 under the previous grant and Service Element; and the second 2019-21 Biennial ADPEP

Plan is due June 30, 2019; **and the third 2021-23 Biennial ADPEP Plan is due June 1, 2021).**

2.2 Recipient shall implement the Recipient's OHA-approved ~~2019-21~~ 2017-19 Biennial ADPEP Plan, including but not limited to, the following types of activities:

- Information Dissemination – local implementation of media campaigns; Public Service Announcements (PSA);
- Prevention Education – assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; classroom education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects that support policy strategies and goals; mentoring programs;
- Community Based Processes - community engagement and mobilization; Building and effectively managing prevention coalitions;
- Environmental/Social Policy - school policies and community or organizational rules and laws regulating alcohol, tobacco and other drugs; and
- Problem Identification and Referral – sustainable referral systems to evidence-based health care systems, services and providers.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

2.3 **Recipient shall coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. Recipients must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies. Per the ADPEP Program Guidance for the 2019-2021 Biennium for program requirements, Recipient shall share finalized biennial program plan with TPEP Coordinators within a shared service area to aid in greater coordination and collaboration.**

~~Recipient shall coordinate with the local Tobacco Prevention and Education Program (TPEP) to include detail of coordinated strategies in the Recipient's~~

OHA approved 2017-19 Biennial ADPEP Plan to advance and coordinate tobacco prevention for:

- Establishing tobacco-free properties; and/or Tobacco retail restrictions.

(**Completion Due:** on an ongoing basis throughout the term of this Agreement).

- 2.4 Recipient shall participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA. (**Completion Due:** on an ongoing basis throughout the term of this Agreement).

3. Reporting Requirements

- 3.1 Recipient shall report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the Recipient's OHA-approved Biennial ADPEP Plan. **If Recipient completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year Recipient will not be eligible to receive funding under this Grant Agreement during the next state fiscal year.**

(**Semi-Annual Progress Reports Due:** on an ongoing basis throughout the term of this Agreement each six months beginning with the first report in January, **2020** ~~2018~~ and as otherwise requested by OHA).

- 3.2 Recipient shall submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals and objectives through implementing the evidence-based strategies set forth in the Recipient's OHA-approved Biennial ADPEP Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** ~~July 30, 2018 and July 30, 2019~~ **(for the period of July 1, 2018 – June 30, 2019) and July 30, 2020 (for the period of July 1, 2019 – June 30, 2020).**)

Note: if this Agreement is extended for 2021-23 by an amendment, OHA will include an Annual Progress Report requirement for the period of July 1, 2020 – June 30, 2021 in the extension amendment.

Attachment #2:

**EXHIBIT A
Part 2
Payment and Financial Reporting**

1. Expenditure of Grant Funds.

- a. OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in **Exhibit A, Part 1, Program Description** consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but Recipient shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the cumulative grant award amount between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

- b. Recipient shall prepare and submit written Expenditure Reports and Reimbursement Requests at least quarterly and no more than monthly and within 30 days of the subject period end.
- c. Recipient's Expenditure Reports and Reimbursement Requests shall include:
- Recipient's name
 - Agreement number;
 - Agreement not-to-exceed (NTE) amount;
 - Budget NTE amount per Activity;
 - An itemized list of Program expenses to be reimbursed for the subject period such as personnel, fringe, travel, supplies, indirect, other); and
 - Amounts billed by Recipient for current Reimbursement Request period by Activity; and
 - The Cumulative amounts billed by Recipient to date per Activity; ~~and~~
- d. Recipient's Expenditure Reports shall include a detailed accounting report of the itemized expenses. Supporting documentation of Program expenses must be maintained by Recipient and made available to OHA upon request. Recipient shall revise and resubmit Expenditure Reports to OHA's satisfaction.
- e. Recipient shall send all Expenditure Reports and Reimbursement Request, to OHA's Contract Administrator (**Amanda Cue**) (~~Luci Longoria~~) and Contract Coordinator (~~Ashley Thirstrup~~) at following email addresses, or to any other address as OHA may indicate in writing to Recipient: amanda.c.cue@state.or.us ~~luci.longoria@state.or.us; ashley.thirstrup@state.or.us.~~

2. **Travel and Other Expenses.**

OHA will reimburse Recipient for travel and other expenses included in the OHA-approved budget.

~~OHA will not reimburse Recipient for any travel or additional expenses under this Agreement.~~

EXHIBIT E

Information Required by 2 CFR 200.331(a)(1)*

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. below):
Morrow County
2. Subrecipient's Unique Entity Identifier (i.e., DUNS number): **010741189**
3. Sub-award Period of Performance Start and End Date: From: **7/1/2017 To: 6/30/2021.**
4. Total Amount of Federal Funds Obligated by this Agreement: **\$106758.75**
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: **\$213517.5**
6. Name of pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of pass-through entity: **Oregon Health Authority**
 - (b) Contact Information for awarding official of the pass-through entity:
Luci Longoria, Health Promotion Manager; 971-673-1064;
luci.longoria@state.or.us
7. **Federal Award: SAPT**
 - (a) Federal Award Identification Number (FAIN): **2B08TI010043-16**
and 2B08TI010043-18
 - (b) Federal Award Date: **10/01/2015-9/30/2019 (The money is continuous and another NOA will be received in October 2019)**
 - (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$213517.5**
 - (d) Federal Awarding Agency: **Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment**
 - (e) Federal Award Project Description: **Provides block grant resources for treatment services (OHA Health Services) and foundational substance abuse prevention (PHD) to address alcohol, tobacco and other drugs.**
 - (f) CFDA Number and Name: **93.959 (Substance Abuse Prevention and Treatment Block Grant)**

Amount: \$10,289,173

- (g) Indirect Cost Rate: 5% of total direct cost
- (h) Is Award Research and Development? Yes No

8. Federal Award: SPF-PFS (If Applicable per Item 8.(c) below)

- (a) Federal Award Identification Number (FAIN): 5U79SP020705-03
- (b) Federal Award Date: 9/30/2016-9/29/2017 (The money is continuous and another NOA will be received in October 2017)
- (c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: NA
- (d) Federal Awarding Agency: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment
- (e) Federal Award Project Description: Provides resources to complement and accelerate alcohol prevention for 18-25 year olds.
- (f) CFDA Number and Name: 93.243 (Oregon Strategic Prevention Framework-Partnership for Success)

Amount: \$2,016,000

- (g) Indirect Cost Rate: 15% of personnel and fringe only
- (h) Is Award Research and Development? Yes No

*For the purposes of this Exhibit F, "Subrecipient" refers to Recipient and "pass-through entity" refers to OHA.

**The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity from 7/1/2017 to 6/30/2021.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 154978-1 , hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.
Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



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

(For BOC Use)
 Item #

4h

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

Staff Contact: Darrell Green

Phone Number (Ext):

Department: Planning

Requested Agenda Date: 5/6/2020

Short Title of Agenda Item: **Re-Plat Signature - Irrigon lot for North County Building**
 (No acronyms please)

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input 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 checked="" type="checkbox"/> Other Plat Signature |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	Department Head	Required for all BOC meetings
DATE		
Darrell Green	5/1/2020	Admin. Officer/BOC Office Required for all BOC meetings
DATE		
_____	County Counsel	*Required for all legal documents
DATE		
_____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

North County Building Irrigon Lot Re-Plat requiring acceptance for recording in Morrow County and signatures of Commissioners.

2. FISCAL IMPACT:

None.

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

Accept the Plat for recording in Morrow County and Board of Commissioner signatures.

Attach additional background documentation as needed.



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

July 3, 2017

Mario Pacheco Mendoza et al
1540 SW Meadow Dr.
Hermiston, OR 97838

Dear Mr. Pacheco Mendoza:

At their regular meeting June 27, 2017 the Morrow County Planning Commission approved Land Partition LP-N-455 and Replat R-N-044-16 request on property described as Tax Lot 1800 of Assessor's Map 4N 25 14 zoned Farm Residential. The request was to partition and replat Parcel 1 of Partition Plat 1999-18. The land use permit was **approved** subject to the following Conditions of Approval:

MORROW COUNTY PRECEDENT CONDITIONS OF APPROVAL: These conditions must be completed before the County Planning Director may sign the final partition plat or before the land may be deeded to a third party.

1. Submit both a preliminary and final Partition Plat in conformance with Oregon Revised Statute Chapter 92 and the Morrow County Subdivision Ordinance. *Planning staff would ask that the location of the federal improvements and their easements be identified on the Partition Plat.*
2. Site Suitability shall be obtained from the Department of Environmental Quality for parcels one and three.
3. Comply with recommendations of and obtain approval from the West Extension Irrigation District.
4. Dedicate a 60-foot right-of-way where the two 30 foot easements are currently identified.

MORROW COUNTY SUBSEQUENT CONDITION OF APPROVAL: Prior to development the following subsequent Condition of Approval will need to be met:

5. Remove the fence and trees from the right-of-way.

If you do not agree with this decision an appeal to the Morrow County Court may be requested within 15 days of final approval, June 30, 2017. The appeal deadline is 5:00 p.m. July 18, 2017. If you have any questions please feel free to call us at 541-922-4624 or email me at sloving@co.morrow.or.us.

Cordially,

A handwritten signature in blue ink that reads "Stephanie Loving". The signature is written in a cursive style with a large, looping "L" at the end.

Stephanie Loving
Planner I

enclosures: Final Findings of Fact

cc: Mike Gorman, Morrow County Assessor, email
Stephen Haddock, Morrow County Surveyor, email
Britt Primm, Primm Surveying

**FINAL FINDINGS OF FACT
LAND PARTITION/REPLAT REQUEST
LP-N-455
R-N-044-16
Amended April 7, 2017**

REQUEST: To Partition by Replat Parcel 1 of Partition Plat 1999-18 into three parcels.

APPLICANTS: Mario and Veronica Pacheco
1540 SW Meadow Dr.
Hermiston, OR 97838

OWNERS: Mario Pacheco Mendoza et al
1540 SW Meadow Dr.
Hermiston, OR 97838

PROPERTY DESCRIPTION: Tax lot 1800 of Assessor's Map 4N 25 14, or parcel 1 of
Partition Plat 1999-18

PROPERTY LOCATION: South of Wilson Lane at the Rippee Road intersection
outside the Boardman Urban Growth Boundary

FINDINGS OF FACT:

I. BACKGROUND INFORMATION:

This proposed replat is to partition Parcel 1 of Partition Plat 1999-18, defined as the parent parcel, into three parcels which will facilitate further development. The subject property currently has one dwelling and the remainder is bare land used for farm purposes. Parcel 2 is proposed at 2 acres with the existing dwelling located on that portion. Parcel 1 and 3 are proposed to be larger than 2 acres, but final configurations and dimensions are still to be determined (see the tentative plan). Zoning of the parcel is Farm Residential (FR) with a 2-acre minimum lot size.

II APPROVAL CRITERIA: The applicant has filed under the Morrow County Subdivision Ordinance, ARTICLE 5, LAND PARTITIONING, Section 5.020. Section 5.030 includes REQUIREMENTS FOR APPROVAL which are listed below in **bold type**, followed by a response in standard type.

MORROW COUNTY SUBDIVISION ORDINANCE SECTION 5.030 REQUIREMENTS FOR APPROVAL:

1. Proposal is in compliance with ORS 92 and the County and affected City Comprehensive Plans and applicable Zoning.

The proposed new parcels will meet the requirements of the Zoning Ordinance and Comprehensive Plan relative to minimum parcel size as they will be at least 2 acres. According to the application the parcels will remain in farm use and future residential development may occur, which are uses allowed outright in the zone. The applicant will need to submit both a preliminary and final partition plat to be in compliance with this Article and ORS Chapter 92. *Planning staff would*

ask that the location of the federal improvements and their easements be identified on the Partition Plat. This is recommended and listed as a Condition of Approval.

2. **Each parcel is suited for the use intended or offered; including, but not limited to, size of parcels, topography, sewage disposal approval and guaranteed access. Proof of access must show that each parcel has an easement sufficient for continued ingress and egress to a public, county or state highway or has a deeded access way.**

The current parcel has an existing dwelling and is used for farming and the new parcels will continue to be used for those purposes. The current dwelling has one existing access along Wilson Lane and would not require a new Access Permit. If any new access is necessary they will need to have approval from the Public Works Director and Access Permits obtained as outlined in the Morrow County Transportation System Plan. See discussion below based on criteria in 10(g).

The application indicates that there is an existing on-site septic system in use for the dwelling. Prior to the Planning Director signing the final Partition Plat, Site Suitability will need to be obtained for parcels one and three from the Department of Environmental Quality to assure that future residential development can obtain approval for and install onsite septic systems. This is recommended and listed as a Condition of Approval. The Department of Environmental Quality was provided a copy of the preliminary Findings of Fact and written response was received February 24, 2017 stating that the Department of Environmental Quality will require site evaluation for proposed parcel 2 as well (see attached letter). Wells will be needed, either individual or shared, at the time of development.

3. **All required public service and facilities are available and adequate.**
Electric and telephone utilities are currently available in the area. The property is located within the Boardman Rural Fire Protection District and notification of this action is being sent to the Boardman Rural Fire Protection District.
4. **Proposal will not have any identifiable adverse impacts on adjoining or area land uses, public services and facilities, and natural resource carrying capacities.**

The adjoining properties are primarily residential and the existing dwelling has utility services including electricity and telephone. The property is within the Morrow County School District and nearby Boardman schools serve children from Preschool through High School. Other public services are available in the City of Boardman.

The applicant should be aware that this property is located in an area designated for water quality concerns by the Oregon Department of Environmental Quality. The subject property is in the Lower Umatilla Basin Groundwater Management Area (LUB GWMA). The Department of Environmental Quality designated the LUB GWMA in 1990 due to elevated nitrate concentrations in groundwater. It is recommended that wells used for drinking water be tested at least annually to determine nitrate concentrations. The goal of the LUB GWMA Action Plan (which was developed by state agencies and local stakeholders) is to reduce

nitrate concentrations throughout the region. The Morrow Soil and Water Conservation District is the lead agency implementing the Action Plan. DEQ and the Oregon Department of Agriculture have oversight responsibility.

5. An approved water rights diversion plan as applicable.

The Preliminary Findings of Fact were provided to the County Watermaster and the West Extension Irrigation District to determine water rights and for any necessary approvals. It is listed and recommended as a Condition of Approval that the applicant comply with any recommendations of the County Watermaster based on this review and comply with recommendations of and obtain approval from the West Extension Irrigation District.

After the December 6, 2016, Planning Commission public hearing, at which a letter from the West Extension Irrigation District was discussed (and is attached to these Findings), Planning staff met with District Manager Bev Bridgewater to better understand and clarify the District's comments. The District outlined certain conditions in their letter concerning water rights and the associated pipeline easements that the landowner will need to meet, either prior to the signing of the Plat by the District Manager or before future sale of the land. Those determinations are beyond the scope of this action, but are acknowledged by the signature of the District Manager on the final Partition Plat.

6. Flag lots will not be permitted when the results would be to increase the number of properties requiring direct and individual access from a State Highway or other arterial. Flag lots may be permitted to achieve planning objectives under the following conditions:

- a. **When flag lot driveways are separated by at least twice the minimum frontage distance.**
- b. **The driveway must meet driveway standards described in Article 8, Section 8.020.V.**
- c. **The lot meets the minimum lot area of the zoning district, without including the driveway.**
- d. **Only one flag lot shall be permitted per private right-of-way or access easement.**

This provision does not apply because no flag lot is proposed.

7. The depth of any lot will not be restricted as long as a buildable parcel is proposed.

The application as proposed meets this criterion.

8. No plat of a subdivision or partition located within the boundaries of an irrigation district, drainage district, water control district, water improvement district or district improvement company will be approved unless the County has received and accepted a certification from the district or company that the subdivision or partition is either entirely excluded from the district or company or is included within the district or company for purposes of receiving services and subjecting the subdivision or partition to the fees and other charges of the district or company.

The subject property is within the West Extension Irrigation District. The applicant will comply with recommendations of and obtain approval from the West Extension Irrigation District. See discussion in 5 above.

9. **The Commission will deny an application for partitioning when it can be shown by the Commission that the partitioning is part of a plan or scheme to create more than three (3) parcels without going through subdivision, or is part of a development pattern having the effect of creating more than three (3) parcels without subdividing.**

Any further division of the parcels created by this action, which would include the remaining parcel or parcels created large enough to be further divided, will most likely be subject to subdivision standards based on transportation impacts to the existing access easements and to ensure a consistent development pattern.

10. **In addition to the requirements set forth above, the following factors may be considered for approval or disapproval of an application for land partitioning if a geographical or other factor identified by other, appropriate professionals or Plans such as the requirements of the Comprehensive Plan, FEMA requirements, Byways rules, etc., requires it:**

- a. **Placement and availability of utilities.**
- b. **Safety from fire, flood and other natural hazards.**
- c. **The same improvements may be required for a partitioning as required of a subdivision, if required it will be installed by the applicant.**
- d. **Possible effects on natural, scenic and historical resources.**
- e. **Need for onsite or offsite improvements.**
- f. **Need for additional setback, screening, landscaping and other requirements relative to the protection of adjoining and area land uses. If the proposed partition is located within an Urban Growth Boundary, the affected city must be given notice according to the respective Joint Management Agreement.**
- g. **In the approval of a land partition, the need for street and other improvements will be considered and may be required as a Condition of Approval at a different standard than for a subdivision.**

There are two existing 30' access easements that run parallel along the western edge of proposed parcel 1. Staff recommends dedication of the easements as an extension of Rippee Road. The easements currently serve several parcels of land, including 5 existing dwellings. The second 30' easement was created in the previous partition LP-N-206 approved on November 11, 1997 as required by the following language in the Findings:

"The existing 30 foot north-south easement is currently used by several residences south of the canal. According to the new minimum road standards, the easement must be a minimum 60 feet in width. Although the current proposal is to create three homesites, (two new homesites, one existing) the FR-2 Zone would allow for a total of twenty homesites.

According to the County Road Classification System, the road is considered a Rural Collector III. The classification is based on existing and projected traffic volume (10 ADT per household). The road is currently not improved to the Rural Collector III standard. However, since

the subject partition will only add two new homes (20 ADT), the developer should not be required to improve the existing easement to a Rural Collector III standard. The existing surface appears adequate for existing traffic; the road appears to have been graded and well maintained. The road capacity does not appear to be sufficient to accomodate significant additional traffic. Certainly when the subject parcel is built out (FR2 allows for density of 20 homesites) the road will require improvement. Rather than require the landowner to improve the road to the Rural Collector III standard, it would be reasonable to request improvements to a Rural Access II standard and then a commitment to participate in road improvements when the land is further partitioned. In addition to physical improvements, a commitment to participate in future improvement should also be required. County Counsel recommends a Consent to Participate Agreement."

Subsequent to the approval of Land Partition LP-N-206 a Consent to Participate Agreement was signed on June 18, 1998 between previous owners Ethel Male and Regie Horn and Morrow County (see attached). The Consent to Participate states in part:

"Owner hereby irrevocably consents to dedicate the private road easements shown on the attached partition map as public road right-of-way at such time as it is deemed necessary by County, and to acknowledge that this dedication shall occur at no cost to the County, except for the costs of preparing and recording the dedication documents, in consideration of the benefits provided to the property by the dedication and improvements of said road, and approval of the subject land use application."

The Consent to Participate Agreement further states as follows:

"This agreement is intended to run with the property and shall be binding on the heirs, assigns and all other successors in interest to the owners of the subject property identified herein, according to the interest of the property."

Planning staff would recommend that the Planning Commission deem it necessary to dedicate the easements at this time by reason of the requirements in the Morrow County Transportation System Plan.

The Transportation System Plan states that if it is possible to further partition the land into more than three lots, a 60-foot wide access to a county road must be provided. This could either be dedicated right-of-way or a legal guarantee that right-of-way would be provided at the time of further development. Staff would find that the previous partition created the need for a 60-foot wide access to a county road and that development is imminent creating the need for dedication to service existing and future development both to the south of this proposal and future development of parcels 1 & 3 of this proposal.

The existing easements currently have a fence running through the center of them, hindering current traffic to the existing parcels. In order to meet current and future needs of the surrounding development, a 60-foot right-of-way should be dedicated and the fence should be moved out of the right-of-way.

At the meeting identified above with the West Extension Irrigation District Manager the location of the lateral was confirmed as being along the western boundary of the property. The current separation of about eight to nine feet from the edge of the property to the westerly edge of the road easement allows space for the lateral. According to the District Manager there is a federal easement that covers 25 feet from the center of the installed District improvement. The District will work with the landowner or developer at the point the road is further improved to assure that road improvements would not endanger the District's improvements.

SECTION 5.075. REPLATTING. A reconfiguration of a recorded subdivision or partition plat or a change in the number of lots in the subdivision or partition may be approved by the Planning Commission or as defined in ORS 92.180. Replats will act to vacate the platted lots or parcels and easements within the replat area with the following conditions:

1. **A replat will apply only to a recorded plat.**
A replat is required as the applicant is proposing to partition a portion of Parcel 1 of Partition Plat 1999-18.
2. **Notice shall be provided when the replat is replatting all of an undeveloped subdivision as defined in ORS 92.225.**
This provision does not apply as this is not a replat of an undeveloped subdivision. However, notice was provided under the requirements of a Land Partition.
3. **Notice shall be provided to the owners of property adjacent to the exterior boundaries of the tentative subdivision replat.**
Notice has been provided.
4. **When a utility easement is proposed to be realigned, reduced in width or omitted by a replat, all affected utility companies or public agencies shall be notified, consistent with a governing body's notice to owners of property contiguous to the proposed plat. Any utility company that desires to maintain an easement subject to vacation under this section must notify the Planning Department in writing within 14 days of the mailing or other service of the notice.**
No changes to utility easements are proposed. This replat is at the request of the applicant.
5. **A replat will not serve to vacate any public street or road.**
No streets or roads are proposed to be vacated.
6. **A replat will comply with all subdivision provisions of this Article and all applicable Ordinances.**
See Land Partition requirements above.

III. PERMIT COMPLETION REQUIREMENTS:

The Final Partition Plat will be completed within two years from the date of the Commission action or the approval of the partitioning will expire and said approval will be declared null and void. A one-year extension may be granted when a written request is

made prior to the expiration of the permit with stated reasons for the request for which the applicant was not responsible.

- IV. LEGAL NOTICE PUBLISHED:** Heppner Gazette-Times and East Oregonian
November 16, 2016, January 4, 2017, February 8,
2017, April 5, and June 7, 2017
- V. AGENCIES NOTIFIED:** Linda Hayes-Gorman and Don Butcher, Oregon Department of
Environmental Quality; Marc Rogelstad, Boardman Rural Fire Protection District; Greg
Silbernagle, Watermaster; Burke O'Brien, Morrow County Public Works Director; Mike
Gorman, Morrow County Assessor; Steve Haddock, Morrow County Surveyor; Bev
Bridgewater, West Extension Irrigation District.
- VI. PROPERTY OWNERS NOTIFIED:** November 16, 2016, and January 4, 2017
- VII. HEARING DATES:** December 6, 2016
Port of Morrow Riverfront Room
Boardman, Oregon
- January 24, 2017
Bartholomew Building
Heppner, Oregon
- February 28, 2017
April 25, 2017
June 27, 2017
Port of Morrow Riverfront Room
Boardman, Oregon
- VIII. MORROW COUNTY ACTION:** The Morrow County Planning Commission makes, as
allowed in our Subdivision Ordinance, a final decision that can be appealed to the
Morrow County Board of Commissioners. Staff recommend approval subject to the
following Conditions of Approval.

MORROW COUNTY PRECEDENT CONDITIONS OF APPROVAL: These conditions
must be completed before the County Planning Director may sign the final partition plat
or before the land may be deeded to a third party.

1. Submit both a preliminary and final Partition Plat in conformance with Oregon
Revised Statute Chapter 92 and the Morrow County Subdivision Ordinance. *The
final Partition Plat shall identify the location of the federal improvements and their
easements.*
2. Site Suitability shall be obtained from the Department of Environmental Quality
for parcels one and three.
3. Comply with recommendations of and obtain approval from the West Extension
Irrigation District.

4. Dedicate a 60-foot right-of-way where the two 30 foot easements are currently identified.

MORROW COUNTY SUBSEQUENT CONDITION OF APPROVAL: Prior to development the following subsequent Condition of Approval will need to be met:

5. Remove the fence and trees from the right-of-way.


Jeff Wenholz, Chair


Date

ATTACHMENTS:

Vicinity map

Tentative Plan

Roy Dugan Email dated December 3, 2016

WEID Letter dated December 5, 2016

DEQ Letter dated February 24, 2017

Signed Consent to Participate Agreement

PARTITION PLAT 20016-

A PARTITION OF PARCEL 1 OF PARTITION PLAT 1999-18. LOCATED IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 25, EAST OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON.

CLIENT:

MENDOZA FAMILY
1540 SW MEADOW VIEW
HERMISTON, OREGON 97838

MARIA D. PACHECO MENDOZA
MARIO G. PACHECO MENDOZA } HUSBAND AND WIFE
VERONICA PACHECO MENDOZA }
AGUSTIN MENDOZA } HUSBAND AND WIFE
CITLALI M. MENDOZA }
JOSE G. PACHECO MENDOZA } HUSBAND AND WIFE
MARIA E. MADRIGAL MENDOZA }

SURVEYOR'S NARRATIVE

THIS SURVEY WAS UNDERTAKEN IN APRIL OF 2016 INTO 3 PARCELS AS SHOWN. PARCEL 1 OF PARTITION

LEGAL DESCRIPTION OF RECORD:

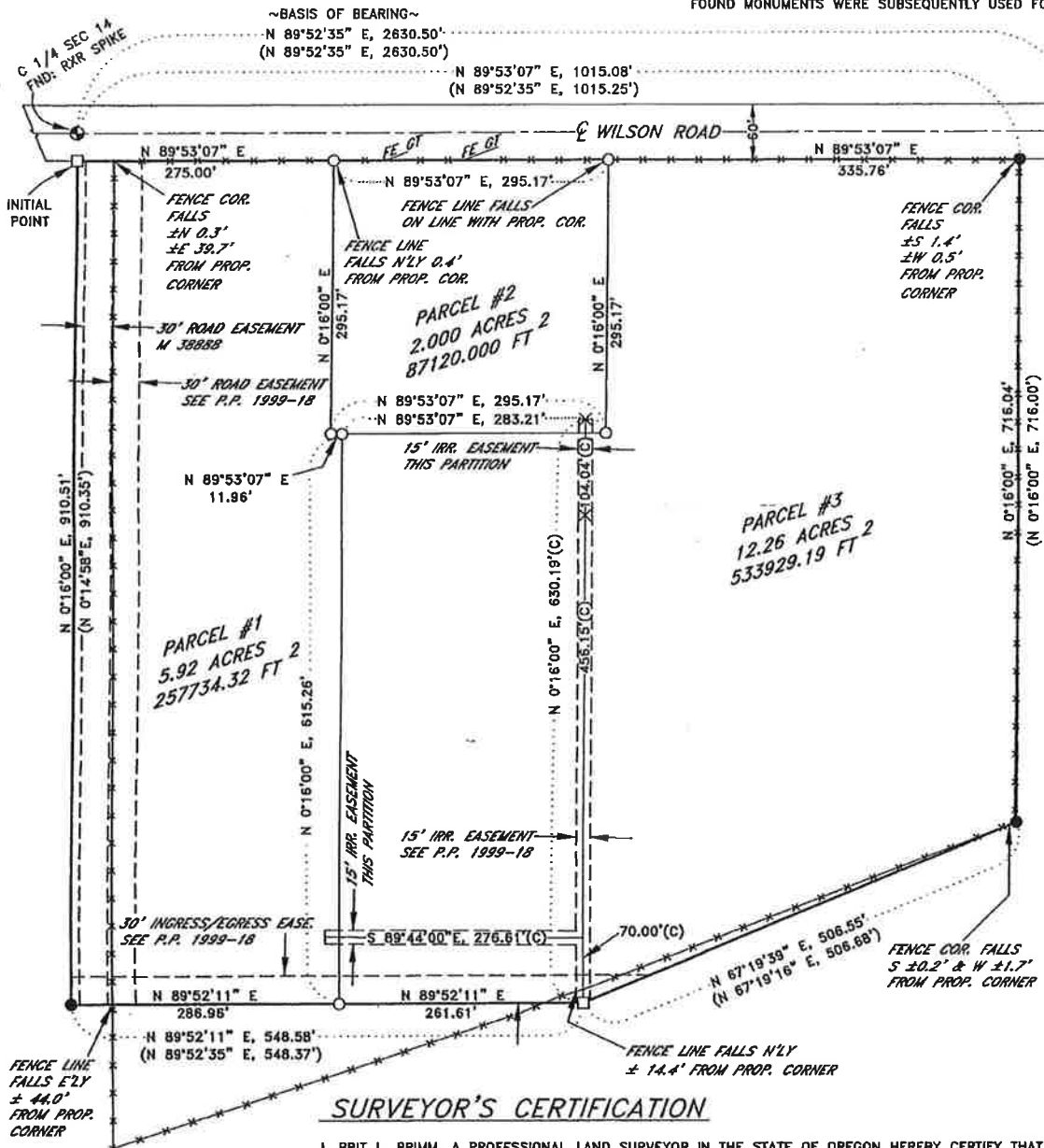
Parcel 1 of PARTITION PLAT 1999-18, In the Coun
LS 02735 PERFORMED PARTITION PLAT 1999-18. I

THE NORTHWESTERLY CORNER OF PARCEL 1 OF PAR
THE NORTHEASTERLY CORNER OF PARCEL 1 OF PAR
THE SOUTHEASTERLY CORNER OF PARCEL 1 OF PAR
THE CENTER SOUTHERLY CORNER OF PARTITION PLA
THE SOUTHWESTERLY CORNER OF PARCEL 1 OF PAR

THE INTENT IS TO CREATE PARCEL 1 AS BEING 5.9
2.00 ACRES TO ENCOMPASS ALL IMPROVEMENTS ON

THE BASIS OF BEARING OF THIS SURVEY ARE THE I
MERIDIAN AND THE FOUND 5/8 INCH IRON ROD MO
PARTITION PLAT 1999-18.

THIS SURVEY WAS ACCOMPLISHED UTILIZING 2 TRIM
FOUND MONUMENTS WERE SUBSEQUENTLY USED FOR



SURVEYOR'S CERTIFICATION

I, BRIT L. PRIMM, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON HEREBY CERTIFY THAT CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN MAY 2016, IN CON WITH THE REQUIREMENTS OF THE SURVEY RECORDING LAW, AS ESTABLISHED BY O.R.S. CHAPTER 92, I SET THE PROPER MONUMENTS.

LEGAL DESCRIPTION AS PER RECORDED ON 2009-24574:

Parcel 1 of PARTITION PLAT 1999-18, In the County of Morrow and State of Oregon.

INITIAL POINT OF THIS PLAT BEING THE NORTHWEST CORNER OF PARCEL 1 OF PARTITION PLAT 1999-

I CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT AS FILED FOR THE MENDOZA IN MORROW COUNTY, OREGON.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Preliminary

OREGON
JULY 13, 1999
BRIT L. PRIMM
48509

EXPIRATION DATE: 12/31/16

Carla McLane

From: Roy and Heidi <
Sent: Saturday, December 03, 2016 8:33 AM
To: Carla McLane
Subject: Public Planning Meeting

Hello,

My name is Roy Dugan owner of property at 71831 Jerry Lane that adjoins tax lot 1800 4N 25 14 owned by Mario Pacheco. I was recently sent a notice for public hearing on December 6th to create 3 parcels of this property.

I am writing to make it known I am in **opposition** to this request. My reason is that the area surrounding Boardman Oregon has already divided many properties into smaller properties and without defined regulated and holding accountability to established county CCR's these properties have continued to sit without improvements, or if improvements have been made they are without approved permits and become dumping grounds for property owners cars, RV's, and otherwise "junk".

Current improved properties have septic and water wells and I have a worry that with additional properties where vehicles and equipment are allowed to be stored as an overflow storage property there is risk of oil, diesel and other chemical waste being dumped on the property contaminating water wells and overloading the established septic system plans maintained by the county and state.

There have been several divided parcels all within 1/2 mile of this property that have continued to sit without improvements and/or a storage lot for the owners. This drives down property values of those who want to live in a rural setting, increases risk for hazardous chemicals being dumped.

Examples properties that have been recently divided that have become a dumping ground with un approved permitted structures are located on Downey Road, Wayne Lane and the new Estates on Garrison Road across Wilson and Downey Road.

Sincerely,

Roy Dugan

I can be contacted at

I would like to receive the outcome of this public hearing notice.



West Extension Irrigation District

P. O. Box 100; Irrigon, OR 97844-0100
541-922-3814 (ph) 541-922-9775 (fax)
westex@oregontrail.net

December 5, 2016

Morrow County Planning Department
P. O. Box 40
Irrigon, OR 97844

Re: Land Division No. LP-N-455 and R-N-044-16
Map No. 4N 25 14 Tax lot 1800 - Mario Pacheco Mendoza et al

The District has reviewed the Preliminary Findings of Facts regarding this Land Division Request and has the following comments.

Comment to Section II, Paragraph 9.

We point out that the 1997 Land Partition LP-N-206 stated in Section III (6), "Subdivision standards will apply when the parcel is partitioned again in the future." In the current findings, reference is made that "further division of the parcels created by this action... would most likely be subject to subdivision standards..." A phone call to Morrow County Planning indicated that this partition request is addressing subdivision requirements from the County's perspective, but we are not comfortable with this limited review. We have three concerns:

- 1) There is quite a bit of traffic along the west easement. The current traffic pattern is within the federal right-of-way for the District's lateral No. 7. The District completed piping this lateral earlier this year and wants to be assured it is protected.
- 2) The irrigation system serving the newly created properties does not appear to be consistent with what we would expect for a subdivision. Irrigation easements are being proposed through fields which could be a problem when future development occurs.
- 3) The property has high groundwater activity that is persistent in the area. This is groundwater that is not affected by the WEID canal or flood irrigation, but is systemic to the area. Subdivision activities such as roadways and buildings have an impact on the groundwater, which may become more of a nuisance as development occurs. It is important to the WEID that discussion about this problem take place.

We believe this partition to be part of a plan that creates a subdivision and request it be reviewed appropriately, including a Subdivision Committee review.

Section II, Paragraph 10. We agree with the comments provided by the County. As there is a federal right-of-way along the west easement, removing the fence would allow for two lane travel to occur without damage to the WEID's federal pipeline.

We spent several months this past winter replacing our open concrete lateral with buried pipe. We noted a high amount of traffic along this easement for travel to the south side of the canal. We also noted that the road is maintained by a landowner on the south side of the canal, likely at his cost. It is not clear in this document who will maintain the "wider" road when the fence is removed. Will this be a County Road?

We also believe there should be a cul-de-sac at the end of the east-west 30-foot easement to allow for vehicles to turn around. Currently, the two parcels to the south do not have houses. They access their properties along this 30-foot easement and park at the end. A cul-de-sac would be helpful, from our perspective.

We have the following specific comments to offer.

A. Comments:

1. The land is within the boundaries of the West Extension Irrigation District and is served by the District.
2. The property has 19.5 water right acres consisting of 1909 Umatilla River primary, 1968 Columbia River supplemental, and 1928 return flow supplemental rights from McKay Reservoir.
3. The parcel currently receives its delivery from the District's Main Canal at Headgate 5, which is the Sunrise Pump Station that delivers pressurized water.
4. The delivery pipeline has sufficient capacity to serve the property.

Following are the conditions WEID will have for final plat approval.

B. Precedent Conditions: Precedent conditions detail the work to be completed prior to District approval by signature on the final plat.

1. Easement along west- ingress/egress: There is a federal 50-foot right-of-way for the lateral pipeline along the west boundary of the property. This is 25-feet from centerline and should be shown on the plat. The District will not authorize vehicle or equipment travel within 15 feet of the buried pipeline.

2. Delivery: The landowner will provide plans for a delivery mainline for each of the parcels. Plans should include alignment of a dedicated line for delivery and size of the proposed line and valves. The current mainline should not be assumed to be adequate for future delivery to the three parcels.
3. Irrigation Delivery Easement: All easements for irrigation lines serving properties shall be dedicated on the final plat. We require 20-foot easement for a 6-inch line and 15-foot easement for a 4-inch line. Easements should be dedicated next to existing ingress/egress easements or property lines.
4. Water Rights: The District shall apportion the water rights to the newly created parcels in accordance with state law. Any water rights not being used shall be signed off for transfer elsewhere in the District.
5. Fees: All District fees shall be paid.

C. Subsequent Conditions: Subsequent conditions are those that are to be fulfilled following the plat approval and prior to water being delivered to the newly created parcels.

1. There shall be a dedicated delivery mainline for the parcels. The newly created lots shall each have a valve, filter and meter installed for delivery off the shared mainline, per District standards. The installation shall be inspected and approved by the District. The inspection fee of \$50 per lot shall be paid to the District in advance of the inspection. Landowner shall notify the District when the installation is ready for inspection.
2. Landowners will be responsible to install their individual system per the District standards.
3. Land that becomes unavailable for irrigation in the future (typically due to the siting of houses, driveways and out-buildings) shall have water rights signed off for transfer elsewhere in the District, or in accordance with District transfer policy. The landowner should meet with the District to confirm that all water rights are being used in accordance with State law.

The District will sign off on the final plat to assure all criteria has been met.
Thank you so much for allowing comments on this partition.



Bev Bridgewater, District Manager

c/ Mario Pacheco Mendoza et al



West Extension Irrigation District

P. O. Box 100; Irrigon, OR 97844-0100
541-922-3814 (ph) 541-922-9775 (fax)
westex@oregontrail.net

February 20, 2017

Morrow County Planning Department
P. O. Box 40
Irrigon, OR 97844

Re: Land Division No. LP-N-455 and Replat R-N-044-16
Map No. 4N 25 14 Tax lot 1800 - Mario Pacheco Mendoza et al

The District has reviewed the AMENDED Preliminary Findings of Facts regarding this Land Division Request and has the following comments. This letter is an update to our letter of December 5, 2016.

Section II, Paragraph 5. We appreciate the time taken by County staff to meet with us and address our concerns. The comments provided in Section II, Paragraph 5 correctly state our understanding.

Section II, Paragraph 10. The comments relative to the meeting with County staff and the irrigation district are correctly stated in these paragraphs.

We have the following specific comments to offer.

A. Comments:

1. The land is within the boundaries of the West Extension Irrigation District and is served by the District.
2. The property has 19.5 water right acres consisting of 1909 Umatilla River primary, 1968 Columbia River supplemental water rights, and 1928 return flow supplemental rights from McKay Reservoir.
3. The parcel currently receives its delivery from the District's Main Canal at Headgate 5, which is the Sunrise Pump Station that delivers pressurized water.
4. The delivery pipeline has sufficient capacity to serve the property.

Following are the conditions WEID will have for final plat approval.

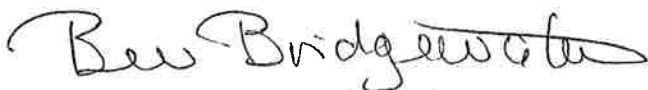
B. Precedent Conditions: Precedent conditions detail the work to be completed prior to District approval by signature on the final plat.

1. Easement along west- ingress/egress: There is a federal 50-foot right-of-way for the lateral pipeline along the west boundary of the property. This is 25-feet from centerline and should be shown on the partition plat.
2. Delivery: The landowner will provide plans for a delivery mainline for each of the parcels that meets current District criteria.
3. Irrigation Delivery Easement: All easements for irrigation lines serving properties shall be dedicated on the final plat. We require 20-foot easement for a 6-inch line and 15-foot easement for a 4-inch line.
4. Water Rights: The District shall apportion the water rights to the newly created parcels in accordance with state law. Any water rights not being used shall be signed off for transfer elsewhere in the District.
5. Fees: All District fees shall be paid.

C. Subsequent Conditions: Subsequent conditions are those that are to be fulfilled following the plat approval and prior to water being delivered to the newly created parcels.

1. There shall be a dedicated delivery mainline installed for the parcels. The newly created lots shall each have a valve, filter and meter installed for delivery, per District standards. The installation shall be inspected and approved by the District. The inspection fee of \$50 per lot shall be paid to the District in advance of the inspection. Landowner shall notify the District when the installation is ready for inspection.
2. Landowners will be responsible to install their individual system per the District standards.
3. Land that becomes unavailable for irrigation in the future (typically due to the siting of houses, driveways and out-buildings) shall have water rights signed off for transfer elsewhere in the District, or in accordance with District transfer policy. The landowner should meet with the District to confirm that all water rights are being used in accordance with State law.

The District will sign off on the final plat to assure all criteria has been met. Thank you very much for allowing comments on this partition.



Bev Bridgewater, District Manager

c/ Mario Pacheco Mendoza et al



Oregon

Kate Brown, Governor

Department of Environmental Quality
Eastern Region - Pendleton Office
800 SE Emigrant Ave, Suite 330
Pendleton, OR 97801
Phone: (541) 276-4063
Fax: (541) 278-0168
Relay Service: 711

February 24, 2017

Stephanie Loving
Morrow County Planning Department
PO Box 40
Irrigon, OR 97844

Re: Land Partition Request # LP-N-455 / R-N-044-16
T4N-R25E-S14: TL 1800
Mario and Veronica Pacheco
Morrow County

Dear Ms. Loving:

This letter is in response to the proposed land partition for Mario and Veronica Pacheco located South of Wilson Lane and east of Rippee Rd., near Boardman, Oregon.

This letter is in response to the Morrow County Precedent Conditions of Approval. In addition to requiring site evaluations for parcels one and three, DEQ will also require a Site evaluation for the new proposed parcel # 2.

There are several issues of concern why a Site Evaluation for lot # 2 will be required. DEQ does not have any record of the system and no information has been provided whether a adequate or functional system exists. The area is known to have a shallow ground water table and is affected by local irrigation, irrigation ditches and canals. As new lot lines are proposed for parcel # 2, the applicant must locate the existing septic system and provide an accurate site plan of the system and the existing development. The site plan shall be submitted to DEQ with the Site Evaluation application. For a Site Evaluation approval, an area suitable for a full replacement system must be available, meeting setbacks and all requirements of Oregon Administrative Rule (OAR) 340-017-0150.

If you have any questions or need to discuss this issue, please call me at 541-278-4601.

Sincerely,

Bernie J Duffy W.W.S.
Natural Resource Specialist
Eastern Region

cc: Mario and Veronica Pacheco, 1540 SW Meadow Dr., Hermiston, OR 97838



MORROW COUNTY, OREGON
CONSENT TO PARTICIPATE

THIS AGREEMENT, made and entered into this 18 day of JUNE, 19 98, by and between Morrow County, hereinafter referred to as County, and the following persons, owner(s) of the property described below and hereinafter jointly or individually referred to as Owner:

OWNERS: ETHEL MALE AND REGIE HORN

Property Description:

Parcel #1, #2 and #3 of Morrow County Partition Plat #1998-

WHEREAS, Owner has applied to County for the following land use approval:

WHEREAS, Granting of said permit will contribute to a significant and/or cumulative increase in traffic on County roads and any private easements that serve the property; and

WHEREAS, The cost of road improvements generated as a result of such increased traffic should not be born solely by the Owner, as the road(s) and/or easements provide service to the public at large and/or other properties in the immediate vicinity; and

WHEREAS, The County requires a guarantee that owner will participate in the financing of any improvement project for said road(s) and/or easements at such time as traffic has increased to such a degree as to make the existing public or private roadway(s) unsafe or inconvenient; and

WHEREAS, The Morrow County Planning Department has agreed to grant the land use request per the standards of the Morrow County Development Ordinance, on the condition that the Owner irrevocably consent to future financial participation in the following improvements to serve the public at large as well as the public on and in the immediate vicinity of the property;

- A. future improvements to Rippee Road, a County Road, including but not limited to resurfacing, widening, storm water control, and the provision of sidewalks, and/or bike paths.

- B. Future upgrading of the easement serving the above described property, and shown on the attached map, connecting the property with Rippee Road and Wilson Lane, County Roads, either:
- a. to remain as an easement, or
 - b. to be improved to County standards and dedicated as a County Road.

Such upgrading may include but not be limited to resurfacing, widening, storm water control, and the provisions of sidewalks and/or bike paths.

C. OTHER

NOW THEREFORE, it is mutually agreed by the parties hereto that:

1. The Morrow County Planning Department shall grant land use request LP-N-206.

2. Owner hereby irrevocably consents to pay to County a fair share of the reasonable and necessary expense of the improvements listed in Condition A, B, and C, noted above, if made by County without the use of the Local Improvement District, the amount to be determined by the County Public Works Director, after consultation with Owner.

3. Owner hereby irrevocably consents to pay a fair share of any reasonable and necessary assessments levied as a result of a petition or resolution filed to improve Rippee Road, a County Road, or to improve the easement shown on the attached map as a dedicated public or County road or platted street pursuant to ORS 371.615 (i.e. the formation of a Local Improvement District). Owner further waives objection to such improvements and the assessment recommended by the County Public Works Director pursuant to ORS 371.625.** Owner reserves the right to freely participate in discussions with regard to the submittal and processing of a petition or resolution per ORS 371.615, and to debate the type and degree of improvements recommended by the County Public Works Director. Owner also recognizes the right to appear at a hearing on the recommended assessment, and have it adjudicated by the County Commissioners.

** EXPLANATORY NOTE: An objection under ORS 371.630 counts as a "no" vote with respect to the percentage participation requirement from landowners to enable a proposed improvement project to proceed. It is a major purpose of this Agreement to guarantee a "yes" vote under ORS 371.630, in lieu of requiring that the stated road improvements be made prior to issuance of the land Use approval.

4. Owner hereby irrevocably consents to dedicate the private road easements shown on the attached partition map as public road right-of-way at such time as it is deemed necessary by County, and to acknowledge that this dedication shall occur at no cost to the County, except for the costs of preparing and recording the dedication documents, in consideration of the benefits provided to the property by the dedication and improvements of said road, and approval of the subject land use application.

5. Owner hereby irrevocably consents to dedicate additional right-of-way required for improvements to County Road, #761 (Rippee Road) and #598 (Wilson Lane) at no cost to the County, except for the costs of preparing and recording the dedication documents, in consideration of the benefits proved to the property by the improvement of said road, and approval of the subject land use application.

6. In the event that the owner fails to comply with the above conditions, County may initiate enforcement action. The County may cause the necessary improvements to be made and shall attach the costs of such improvements as liens against subject property until paid. Further, any penalties assessed via the County Enforcement Ordinance with respect to the owner failing to comply with above conditions shall also be liens against the subject property until paid.

7. Owner further agrees that County shall have the right to enter and inspect the subject property to determine whether conditions of approval have been met.

8. This agreement is intended to run with the property and shall be binding on the heirs, assigns and all other successors in interest to the owners of the subject property identified herein, according to the interest of the property. It is not intended to and shall not operate as a personal contract of Owner.

9. Without Amendment to this Agreement, upon the annexation of all or a portion of this property to a city, this agreement shall automatically transfer to said city for such portion of the property as is annexed, and all references to Oregon Revised Statutes and to County roads, the County Public Works Director shall automatically be replaced by those terms and citations appropriate to cities. An exception hereto is that this Agreement shall remain binding with regard to the County Road(s) and to the County if said road(s) are not taken over by the city upon annexation, but remain in County jurisdiction.

10. The Agreement herein may be amended, terminated or otherwise modified only upon joint written agreement of Morrow County and Owner hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in execution of this Agreement as of the date first written.

OWNERS:

Regie Horn

Ethel Male

STATE OF OREGON)
County of ~~Morrow~~)
 Umatilla

On the 18th day of June, 1998, personally appeared Regie Horn and Ethel Male, known to me to be the above-named owner(s) of the property described above, acknowledged this instrument to be their voluntary act and deed.



Before me Margaret L. Hempe
Notary Public for Oregon

My Commission expires: 08-02-00

ATTEST: MORROW COUNTY COURT



Lawrence A. Carlson, Judge

G. J. French

John W. Enhof

STATE OF OREGON) ss.
COUNTY OF MORROW)

On _____ day of _____, 19____, personally appeared _____, known to me to be the above-named County Commissioners, acknowledge this instrument to be their voluntary act and deed.

Before me _____
Notary Public for Oregon

My Commission Expires: _____

APPROVED AS TO FORM:

W. H. ...

COUNTY COUNSEL



LAND USE APPLICATION
Request to Waive 150 Day Requirement

Applicant: Mario Pacheco Mendoza et al

Application Number: LP-N-455; R-N-044-16

Application Received: October 13, 2016

Application Deemed Complete: October 17, 2016

End of 150 Days: March 16, 2017

The purpose of this form is to confirm your request to continue your land use application and waive the 150 day requirement. According to ORS 215.427 the County must complete action within 150 days of deeming your application complete. The 150 days must also include time for a possible appeal to the Morrow County Court.

Your attention to this detail is appreciated. If you have any questions, please call the Planning Department at 541-922-4624.

I/We, Mario Pacheco, waive the 150 day requirement for the above referenced land use action.

Signatures:

Signed: Mario Pacheco 3/7/17
Applicant Date Owner (if applicable) Date

Applicant Date Owner (if applicable) Date

If this application is not signed by the property owner a letter authorizing signature by the applicant must be attached.

Morrow County Planning Department
P.O. Box 40, Irrigon Oregon 97844
(541) 922-4624 FAX: (541) 922-3472



PLANNING DEPARTMENT

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

June 20, 2019

Mario Pacheco Mendoza et al
1540 SW Meadow Dr.
Hermiston, OR 97838

Dear Mr. Pacheco Mendoza:

The Planning Department has received your letter requesting an extension of one year from the approval expiration date for Land Partition/Replat LP-N-455 R-N-044-16 on property currently described as Tax lot 1800 of Assessor's Map 4N 25 14 in the Farm Residential zone. The requested extension will be good for one year from June 30, 2019. **Your new expiration date will be June 30, 2020.**

As a reminder the Land Partition was approved by the Morrow County Planning Commission on June 30, 2017, which was decided by the Commission at their June 27, 2017 meeting, subject to the following Conditions of Approval:

MORROW COUNTY PRECEDENT CONDITIONS OF APPROVAL: These conditions must be completed before the County Planning Director may sign the final partition plat or before the land may be deeded to a third party.

1. Submit both a preliminary and final Partition Plat in conformance with Oregon Revised Statute Chapter 92 and the Morrow County Subdivision Ordinance. Planning staff would ask that the location of the federal improvements and their easements be identified on the Partition Plat.
2. Site Suitability shall be obtained from the Department of Environmental Quality for parcels one and three.
3. Comply with recommendations of and obtain approval from the West Extension Irrigation District.
4. Dedicate a 60-foot right-of-way where the two 30 foot easements are currently identified.

MORROW COUNTY SUBSEQUENT CONDITION OF APPROVAL: Prior to development the following subsequent Condition of Approval will need to be met:

5. Remove the fence and trees from the right-of-way.

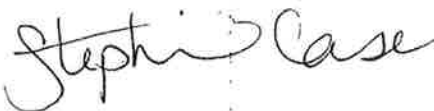
After review of our files, Planning Staff offers the following comments:

- Precedent Condition of Approval #1 will be met after the Preliminary Plat is reviewed and accepted followed by the recording of the Final Plat as presented.
- Condition #2 may be met when the applicant submits evidence to the Planning Department of Site Suitability. The agency now responsible for obtaining Site Suitability is Umatilla County Public Health in Pendleton, Oregon.
- Condition #3 will be met with the signature of West Extension Irrigation District, it is recommended that the applicant coordinate with West Extension Irrigation District prior to preparation of the Preliminary Plat to ensure that any recommendations from the District are met.
- Condition #4 will be met with the recording of the final plat showing the 60-foot dedicated right-of-way.
- Condition #5 does not affect the final Partition Plat, although the fence and trees will need to be removed from the right-of-way at the time of development, prior to the authorization of development permits.

The above Conditions of Approval must be met in order to complete this action as approved by the Morrow County Planning Commission in 2017. These Conditions of Approval cannot be changed by Planning Staff and the Planning Director cannot sign the Final Plat unless the above Precedent Conditions of Approval have been met.

When the final Partition Plat has been signed by the landowners, County Surveyor, West Extension Irrigation District, County Assessor, Planning Director, and the Board of Commissioners, the Partition Plat will be ready to be recorded at the Clerk's office in Heppner. Please feel free to call the Planning Department at 541-922-4624 or email me at scase@co.morrow.or.us if you should have any questions.

Cordially,



Stephanie Case
Planner I

cc: Mike Gorman, Morrow County Assessor
Stephen Haddock, Morrow County Surveyor
Umatilla County Public Health Department
Primm Surveying

PREREQUISITES FOR PHASED REOPENING OF OREGON

Each of these seven prerequisites must be met before a county or region can enter phase one of Reopening Oregon. While many of these prerequisites are set at the county level, some are set at the Health Region or Statewide level.

1. **Declining prevalence of COVID-19** (OHA detailed reference document: *"The Three Health Signs We Must See to Re-open Oregon"*)
 - a. The percentage of emergency department visits for COVID-19-like illnesses (CLI) are less than the historic average for flu at the same time of year.
 - b. A 14-day decline in COVID-19 hospital admissions.
 - c. This metric only applies to counties with more than 5 cases.

2. **Minimum Testing Regimen** (OHA detailed reference document: *"COVID-19 Strategic Testing Plan for Oregon"* and *"Oregon COVID-19 Testing and Contact Tracing Strategy"*)
 - a. Regions must be able to administer COVID-19 testing at a rate of 30 per 10,000 people per week. Regions must implement a testing regimen that prioritizes symptomatic persons and individuals who came into contact with a known COVID-positive person and includes testing of all people in congregate settings when there is a positive test. This includes long-term care facilities and county jails among others. The plan must include frequent tests of frontline and essential workers and industries where workers may not be able to practice optimal physical distancing (e.g., agricultural processing, meat packing).
 - b. Regions must maintain an appropriate number of testing sites to accommodate its population and must fully advertise where and how people can get tested. The region must work with local public health and OHA to use the collected data to track and trace the spread of the virus. Testing must be accessible to low-income and underserved communities.
 - c. This metric is measured at the Health Region level, not at the county level. An individual county cannot move into phase one if regional testing capacity is beneath that level.

3. **Contact Tracing System** (OHA detailed reference document: *"Oregon's Plan to Stop the Spread of COVID-19"*, *"Oregon COVID-19 Testing and Contact Tracing Strategy"* and *"Interim Investigative Guidelines"*)
 - a. Counties must have a minimum of 15 contact tracers for every 100,000 people. Every county must be prepared to contact trace 95% of all new cases within 24 hours, with OHA certifying a county's readiness. The contract tracing workforce must be reflective of the region and be able to conduct tracing activities in a culturally appropriate way and in multiple languages as appropriate for the population.

4. **Isolation Facilities**
 - a. Counties must have hotel rooms available for people who test positive for COVID-19 and who cannot self-isolate. The Department of Public Health at the Oregon Health Authority will provide support to local public health to identify needs and help with resources.
5. **Finalized Statewide Sector Guidelines** (OHA detailed reference documents: *sector-specific guidelines by sector*)
 - a. Each sector must adhere to Oregon Health Authority statewide guidelines to protect employees and consumers, make the physical work space safer and implement processes that lower risk of infection in the business.
6. **Sufficient Health Care Capacity** (OHA detailed reference document: "[Guidance on resumption of non-emergent and elective procedures at hospitals](#)")
 - a. To maintain the phased re-opening plan, each region must be able to accommodate a 20% increase in suspected or confirmed COVID-19 hospitalizations compared to the number of suspected or confirmed COVID-19 hospitalizations in the region at the time Executive Order No. 20-22 was issued.
 - b. This metric is measured at the Health Region level, not at the county level. An individual county cannot move into phase one if regional hospital capacity is beneath that level.
7. **Sufficient PPE Supply** (OHA detailed reference document: "[Guidance on resumption of non-emergent and elective procedures at hospitals](#)")
 - a. All hospitals in the health region must report PPE supply daily to OHA's Hospital Capacity system. Large hospitals and health systems in the region must attest to a 30-day supply of PPE, and small or rural hospitals must have a 14-day supply. This metric is measured at the Health Region level, not at the county level.
 - b. Counties must attest to sufficient PPE supply for first responders in the county.

Health Regions Defined:

Health region 1: Clatsop, Columbia, Tillamook, Washington, Multnomah, Clackamas

Health region 2: Yamhill, Polk, Lincoln, Benton, Marion, Linn

Health regions 3 & 5: Lane, Douglas, Coos, Curry, Jackson, Josephine

Health regions 6 & 9: Hood River, Wasco, Sherman, Gilliam, Morrow, Umatilla, Union, Wallowa, Baker, Malheur

Health region 7: Jefferson, Deschutes, Crook, Wheeler, Grant, Klamath, Lake, Harney

Prerequisites Checklist

Each of these seven prerequisites must be met before a county or region can enter phase one of Reopening Oregon. While many of these prerequisites are set at the county level, some are set at the Health Region or Statewide level.

	County	Health Region	State
1. Declining prevalence of COVID-19	Not required if <5 cases		
a. The percentage of emergency department visits for COVID-19-like illnesses (CLI) are less than the historic average for flu at the same time of year.	NA	NA	REQUIRED Data to be provided on OHA web site.
b. A 14-day decline in COVID-19 hospital admissions.	REQUIRED if >5 cases	NA	Data to be provided on OHA web site.
2. Minimum Testing Regimen			
Regions able to administer testing at a rate of 30 per 10k per week	NA	REQUIRED	OHA will evaluate and approve at the region level
Sufficient testing sites accessible to underserved communities	NA	REQUIRED	OHA will evaluate and approve at the region level
3. Contact Tracing System			
County has 15 contact tracers per 100k people	REQUIRED		OHA will evaluate and approve at the county or region level
County contact tracing workforce is reflective of the county and able to work in needed languages	REQUIRED		OHA will evaluate and approve at the county or region level
County is prepared to trace 95% of all new cases within 24 hours	REQUIRED		OHA will evaluate and approve at the county or region level
4. Isolation Facilities			
Counties have hotel rooms available for those who cannot self-isolate	REQUIRED		OHA will support, evaluate and approve at the county or region level
Counties provide a narrative of how they will respond to three different outbreak situations in the county (e.g. nursing home, jail, food processing facility, farmworker housing, other group living situation)	REQUIRED		OHA will evaluate and approve. OHA can provide a list.
5. Finalized Statewide Sector Guidelines	NA	NA	REQUIRED OHA will finalize
6. Sufficient Health Care Capacity			
Region must be able to accommodate a 20% increase in hospitalizations	NA	REQUIRED	
7. Sufficient PPE Supply			
Hospitals in region are reporting PPE supply daily through HOSCAP		REQUIRED	OHA will certify
Hospitals in region must have a 14 or 30 day supply of PPE, depending on their size and whether they are a rural hospital.	NA	REQUIRED Hospital leadership must attest in writing.	OHA will confirm receipt of hospital attestation.
Counties must have sufficient PPE for first responders.	REQUIRED		OHA will confirm receipt of county attestation.

County/region applications should be emailed to:

Jen Andrew
Office of the Governor
Jennifer.j.andrew@oregon.gov

DRAFT

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Compensation Board met on February 13, 2020 to discuss compensation and COLA's for the Elected Officials as required by ORS 204.112.

Attached is:

- 1) a letter recapping the Compensation Board's recommendations.
- 2) COLA comparison information from nearby counties and cities.
- 3) History of COLA percentages for AFSCME General, AFSCME Road, Teamsters, Non-represented and Elected Officials dating back to 2011/2012.
- 4) Fiscal Impact information

2. FISCAL IMPACT:

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

Recommendation is to vote on compensation and COLA for the Elected Officials and Non-represented employees of Morrow County.

Attach additional background documentation as needed.



Human Resources

P.O. Box 593 • Heppner OR 97836
(541) 676-5620

Karmen Carlson
Human Resources Director
kcarlson@co.morrow.or.us

TO: Morrow County Board of Commissioners
FROM: Karmen Carlson, Human Resources Director
DATE: February 19, 2020
RE: Morrow County Compensation Board Recommendations

The Morrow County Compensation Board met on February 13, 2020. I want to thank all of the Board members for their time and effort in this process. All members of the Board had reviewed the notebooks that were provided to them prior to the meeting and arrived at the meeting ready to begin discussions. Our new board members, Marie Cain and Debbie Radie were a great addition to our renewing and current members, Lisanne Currin, Jill Martin, and Eileen Hendricks. This is a very informed and well-rounded group of Morrow County residence.

The meeting format allowed for public comment at the beginning and the end of the meeting. During deliberations, the Board would ask questions of those in attendance and the information provided was helpful.

There was a discussion regarding the compensation of the Commissioners. The Board made their recommendation for compensation of the Commissioners based on the compensation paid to Commissioners in other counties that also have a paid Administrator. The decision was not based on whether the position was a part-time or full-time equivalent.

The board then discussed compensation for the Tax Assessor. The discussion reviewed the number of FTE's in that department and the new reporting regulations. The board was in agreeance that the Tax Assessor wage should be adjusted based on these duties.

The Board reviewed the compensation for the Justice of the Peace and Clerk and was comfortable with their wages based on the information collected and comparable's.

There was a discussion regarding the Treasurer position and the County's desire to reassess compensation during this election year. The process with the Budget Committee was explained. The discussion involved several questions to our Treasurer Gayle Gutierrez who was in attendance and the results were two-fold. The board believes the County should conduct a compensation survey based on the job duties of the treasurer to further understand requirements, the time needed to complete them, and a wage that would compensate those duties accordingly. The board agreed that it was not in their Statute to determine duties of the Treasurer or hours worked but to determine compensation based on comparable's. Their recommendation for the Treasurer is that nothing has changed and the wage should remain the same.

There was a discussion regarding the compensation of the Sheriff. Sheriff Matlack attended and made comment and answered questions of the board. The Board recommended that the Sheriff's compensation adhere to the State Statute 2017 ORS 204.112, that requires a Sheriff's wage to be higher than any other member of the department. Their recommendation is that Sheriff's wage be adjusted when required to remain in compliance with the State Statute.

The Board discussed the Stipend for the District Attorney and agreed that the adjustment last year was sufficient for the work that was asked of him. They agreed that even though a COLA was a small adjustment, that it would ease the burden of raising it at a set amount in another few years.

The Compensation Board recommends the following compensation for Elected Officials for the Fiscal Year 2020-2021:

- **Commissioners - 3% COLA.**
- **Justice of the Peace - 3% COLA.**
- **Clerk – 3% COLA**
- **Treasurer – 3% COLA for current – Recommending a wage study for a new incumbent**
- **Assessor – 10% wage increase with no COLA**
- **Sheriff - Adjustment to increase in April due to State Statute. COLA to maintain State Statute**
- **District Attorney/County Counsel – 3% COLA**

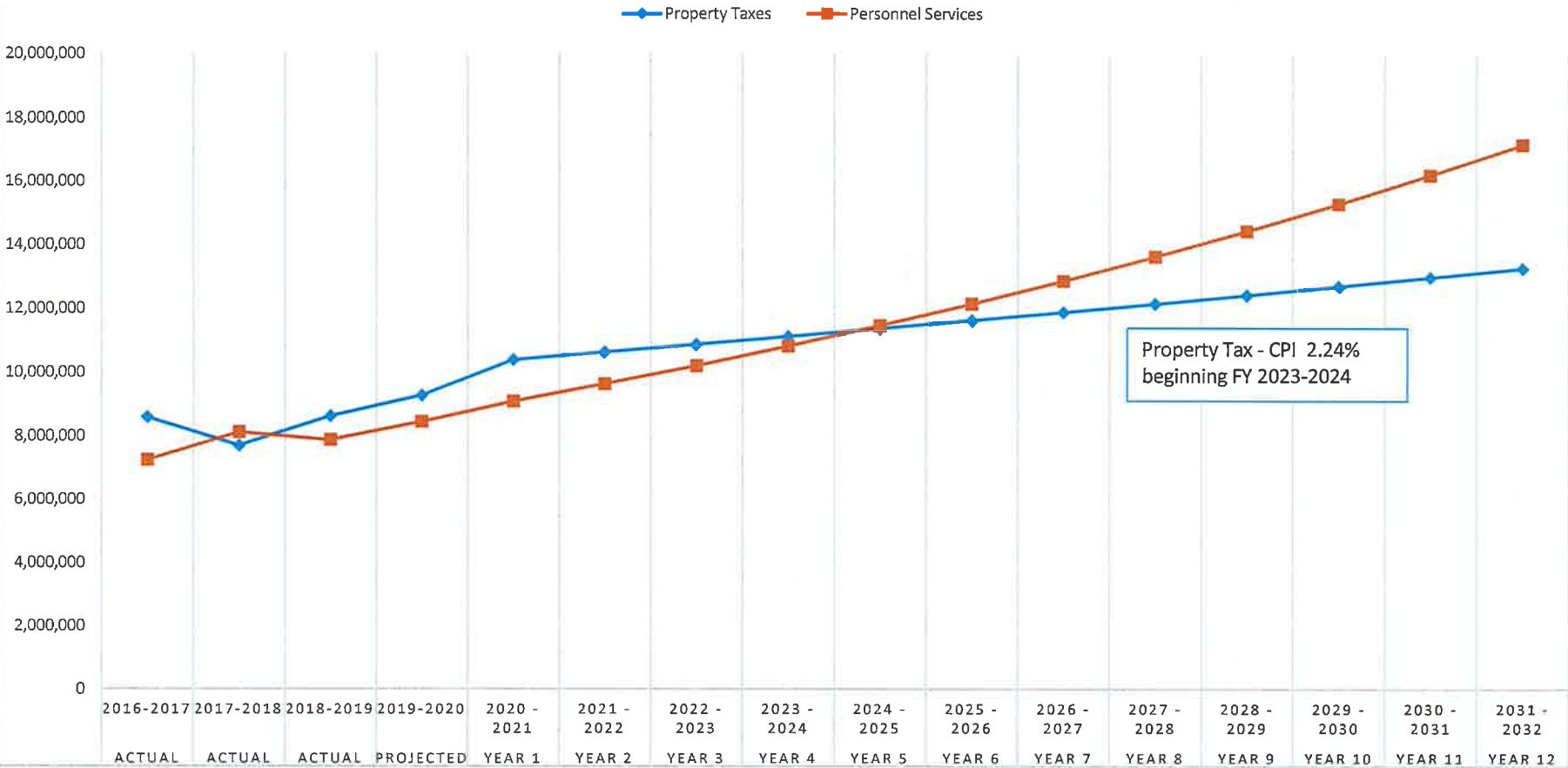
***These are all gross wage numbers.**

I appreciate the time and effort of the Board members and thank them for taking this evaluation very seriously. I also appreciate their employers for allowing them the time to participate in this meeting.

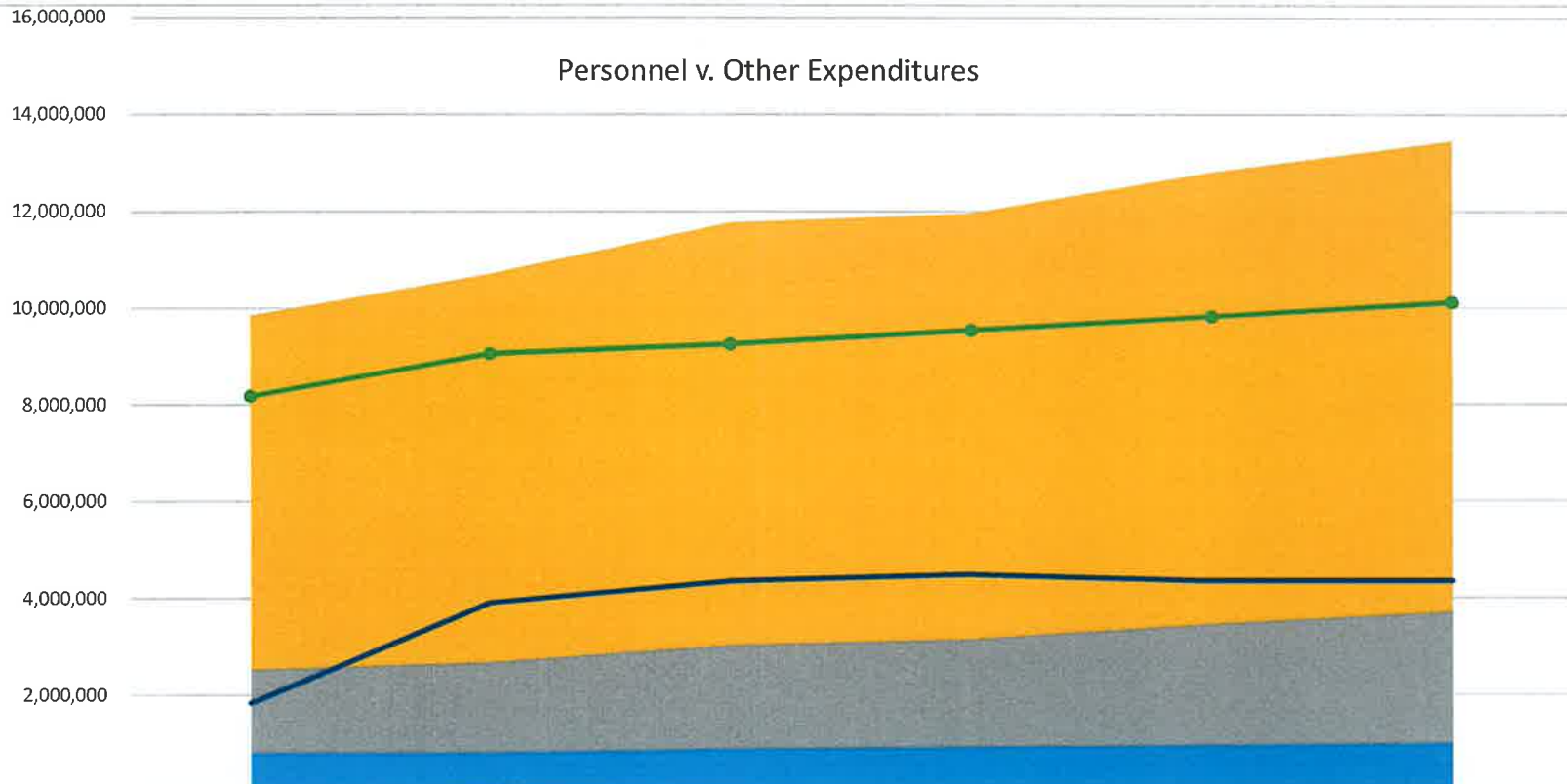
COLA COMPARISON

ENTITIY	COLA 19-20	NOTES	PROJECTED 20-21
HERMISTON CITY	2.75%		
UMATILLA CITY	0%	ADDED A 9TH STEP AFTER A SALARY SURVEY/PAY EQUITY STUDY AND SEVERAL NEW POSITIONS	2%
IRRIGON CITY	2.90%		
BOARDMAN CITY	3.00%		
HEPPNER CITY	2.10%	AUTOMATIC 2.5 ANNUALLY FORWARD	
PILOT ROCK CITY	3%		
UMATILLA COUNTY ELECTED	3%		
UMATILLA COUNTY GENERAL	4%		
LAGRANDE CITY	2%		
LAGRANDE FIRE	2%		
MILTON FREEWATER CITY IBEW	5%		
MILTON FREEWATER CITY POLICE/DISPATCH	3%		
MILTON FREEWATER PUBLIC WORKS	3.50%		
MILTON FREEWATER SUPERVISORS/TECHS	3%		
MILTON FREEWATER CLERICAL/LIBRARY	3%		
MILTON FREEWATER DEPARTMENT HEADS	5%		
GILLIAM COUNTY	3%		
JOHN DAY CITY	0%	DUE TO PAY EQUITY STUDY EVERYONE RECEIVED APPROX 12% INCREASE -NO COLA	2-3%
THE DALLES CITY SEIU	2%		2%
THE DALLES CITY EXEMPT	2%		2%
THE DALLES CITY POLICE	2.50%		2.50%
PENDLETON CITY POLICE	1.03		
PENDLETON CITY SUPERVISORY	1.03		
PENDLETON CITY IAFF	1.01		
PENDLETON CITY SEIU	1.04		
PENDLETON CITY DEPARTMENT HEAD	1.03		
COLUMBIA COUNTY	2.40%		2.30%

PROPERTY TAX TO PERSONNEL TREND

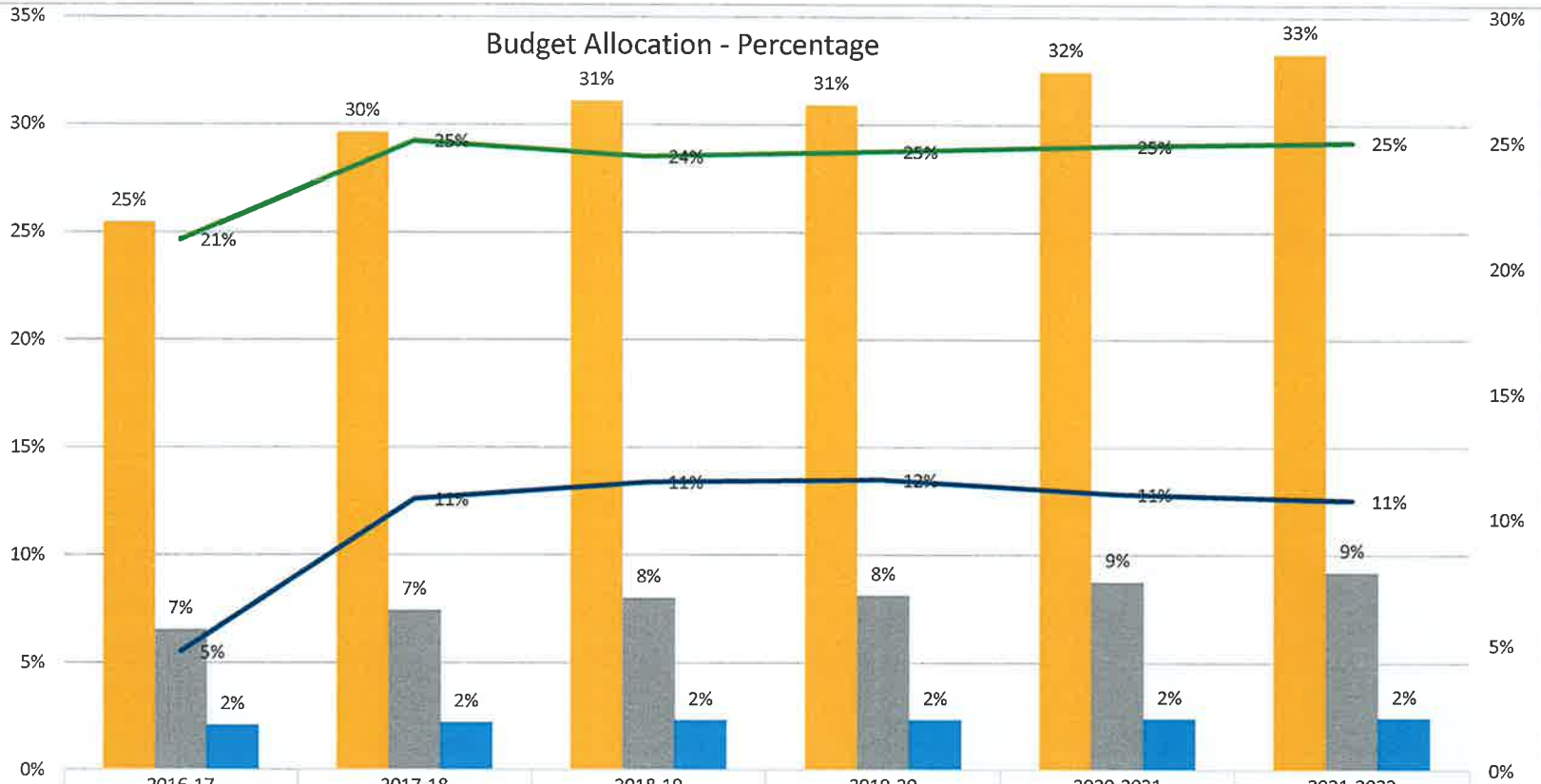


Personnel v. Other Expenditures



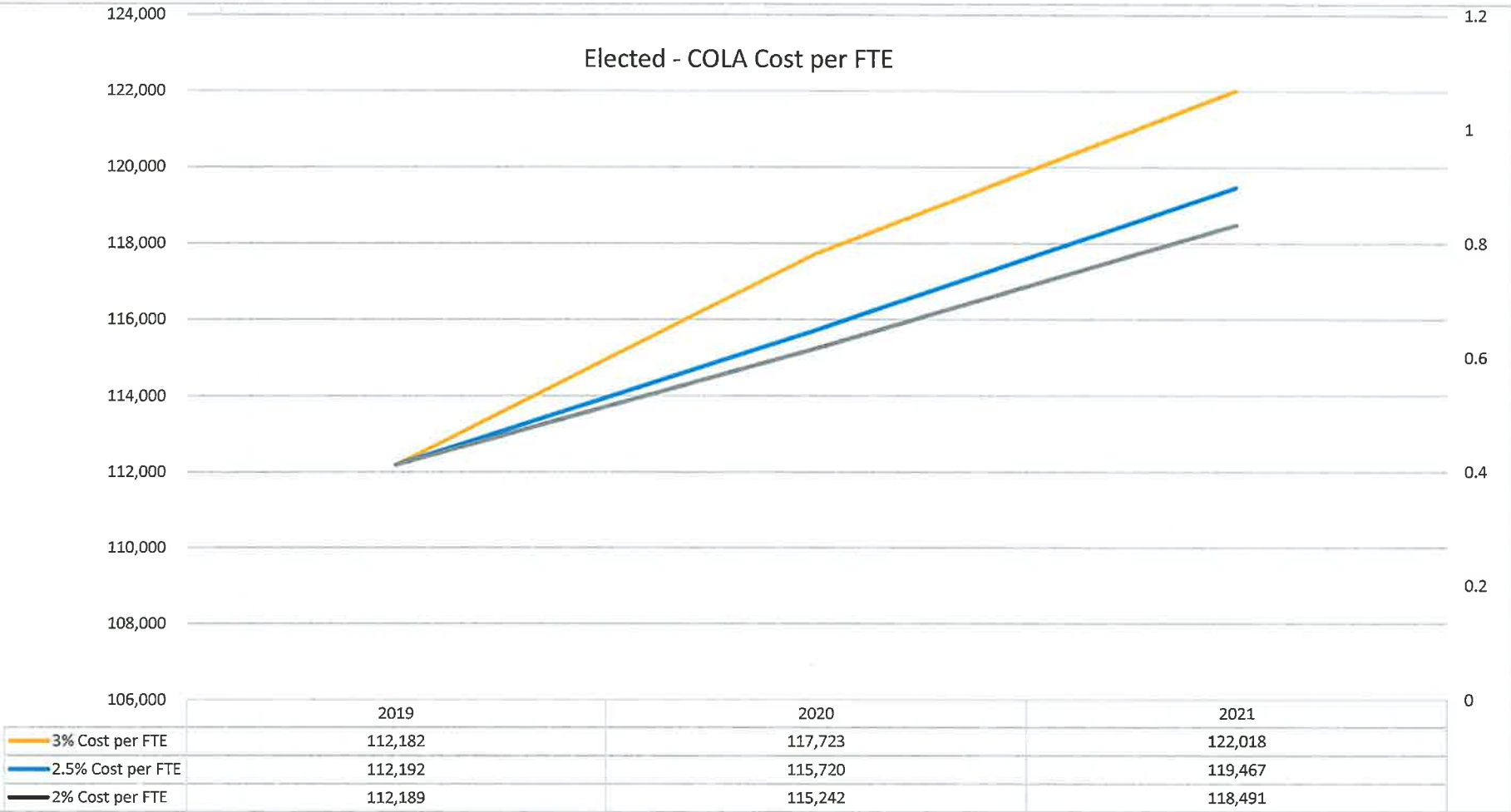
	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022
Personnel - Total	9,856,580	10,709,953	11,770,965	11,955,621	12,814,817	13,455,558
Non-represented	2,532,900	2,682,890	3,028,090	3,140,881	3,452,828	3,713,277
Elected Officials	808,015	798,991	872,138	897,459	941,787	976,143
Materials and Services	8,187,802	9,061,116	9,252,366	9,529,937	9,815,835	10,110,310
Capital Outlay	1,831,624	3,907,221	4,343,608	4,473,916	4,343,608	4,343,608

Budget Allocation - Percentage



Personnel - Total	25%	30%	31%	31%	32%	33%
Non-represented	7%	7%	8%	8%	9%	9%
Elected Officials	2%	2%	2%	2%	2%	2%
Materials and Services	21%	25%	24%	25%	25%	25%
Capital Outlay	5%	11%	11%	12%	11%	11%

Elected - COLA Cost per FTE



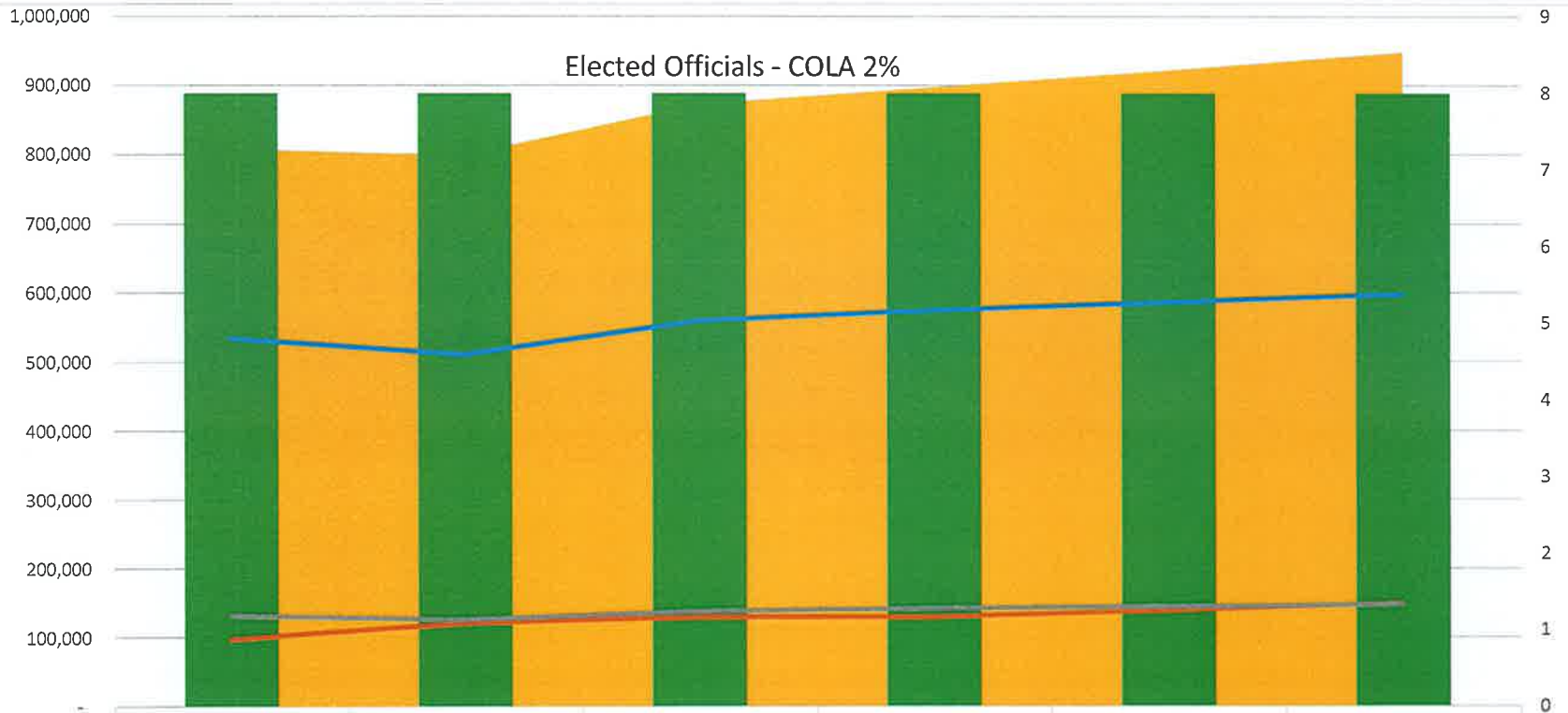
Elected Officials - COLA Variances

	2019-2020	2020-2021			2021-2022		
	ACTUAL	2%	2.50%	3.00%	2%	2.50%	3%
FTE	8	8	8	8	8	8	8
Wages	574,817	586,313	589,187	601,348	598,039	603,917	619,388
Health Insurance - County Share 92.5%	130,405	139,606	139,606	139,606	150,076	150,076	150,076
Retirement - County Contribution	142,555	145,406	146,118	149,134	148,314	149,771	153,608
LifeFlight	400	400	400	400	400	400	400
Other: Disab., Life, Work Comp	5,648	5,648	5,671	5,597	5,648	5,671	5,597
Taxes							
FICA	35,639	36,351	36,530	37,284	37,078	37,443	38,402
MEDICARE	8,047	8,208	8,249	8,419	8,373	8,455	8,671
SUTA							
Total	897,510	921,932	925,761	941,787	947,928	955,733	976,143
		-	-	-	-	-	-
Per FTE	112,189	115,242	115,720	117,723	118,491	119,467	122,018
<i>Total Annual Variance</i>			3,829	19,855		7,805	28,215
<i>Per FTE Annual Vairance</i>			479	2,482		976	3,527

Total 'Multi Year' Variance
Per FTE "Multi Year' Annual Vairance

50,418	58,223	78,633
6,302	7,278	9,829

Elected Officials - COLA 2%

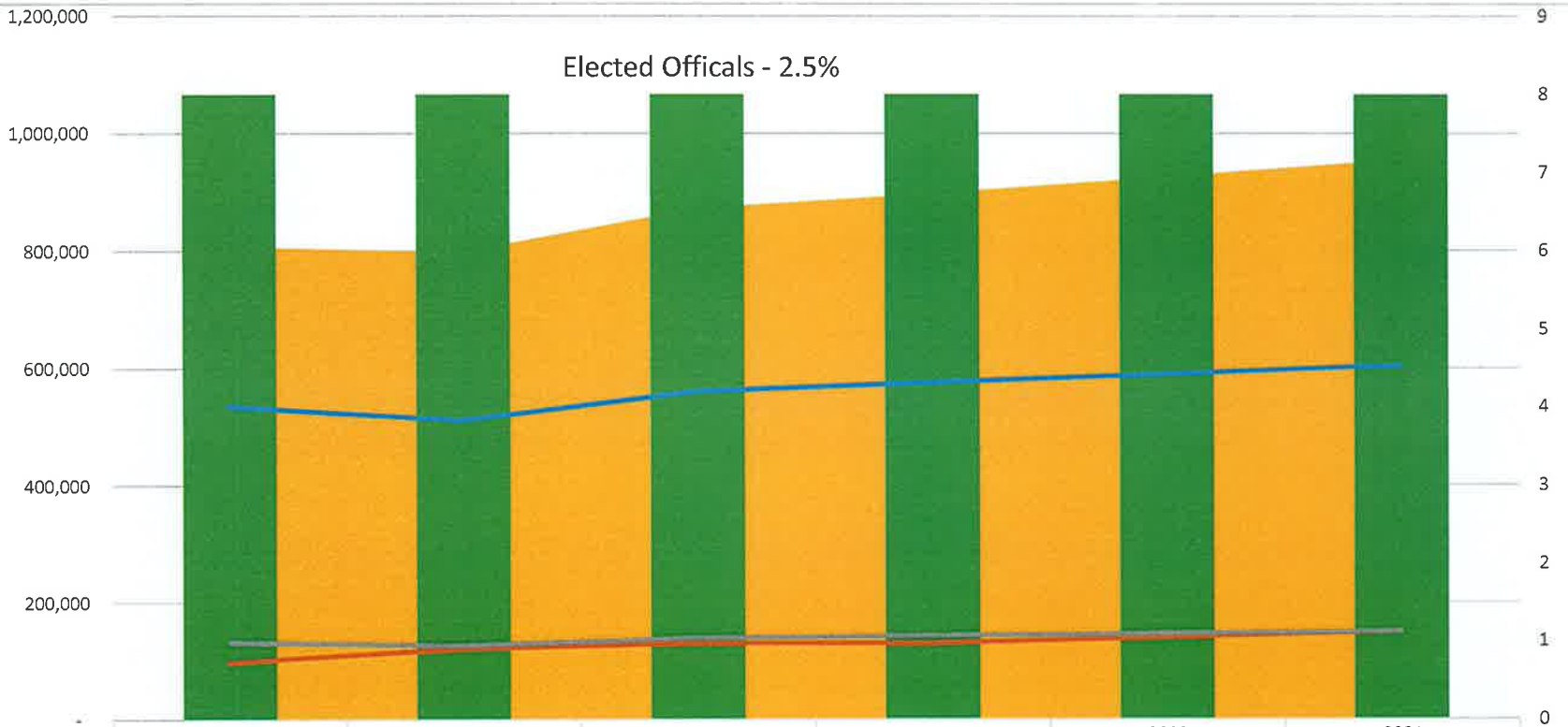


	2016	2017	2018	2019	2020	2021
Total	808,015	798,991	872,138	897,510	921,932	947,928
Per FTE	101,002	99,874	109,017	112,189	115,242	118,491
FTE	8	8	8	8	8	8
Wages	535,459	511,286	559,708	574,817	586,313	598,039
Health Insurance	98,400	121,392	130,405	130,405	139,606	150,076
Retirement	132,794	126,799	138,808	142,555	145,406	148,314

Elected Officials - COLA 2%

	2016	2017	2018	2019	2020	2021
FTE	8	8	8	8	8	8
COLA	3%	3%	3%	3%	2.00%	2.00%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.40%	1.40%	1.40%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	41,900	41,900
Wages	535,459	511,286	559,708	574,817	586,313	598,039
Health Insurance - County Share 92.5%	98,400	121,392	130,405	130,405	139,606	150,076
Retirement - County Contribution	132,794	126,799	138,808	142,555	145,406	148,314
LifeFlight	400	400	400	400	400	400
Other: Disab., Life, Work Comp				5,648	5,648	5,648
Taxes						
FICA	33,198	31,700	34,702	35,639	36,351	37,078
MEDICARE	7,764	7,414	8,116	8,047	8,208	8,373
SUTA				-	-	-
Total	808,015	798,991	872,138	897,510	921,932	947,928
2% Cost per FTE	101,002	99,874	109,017	112,189	115,242	118,491

Elected Officials - 2.5%

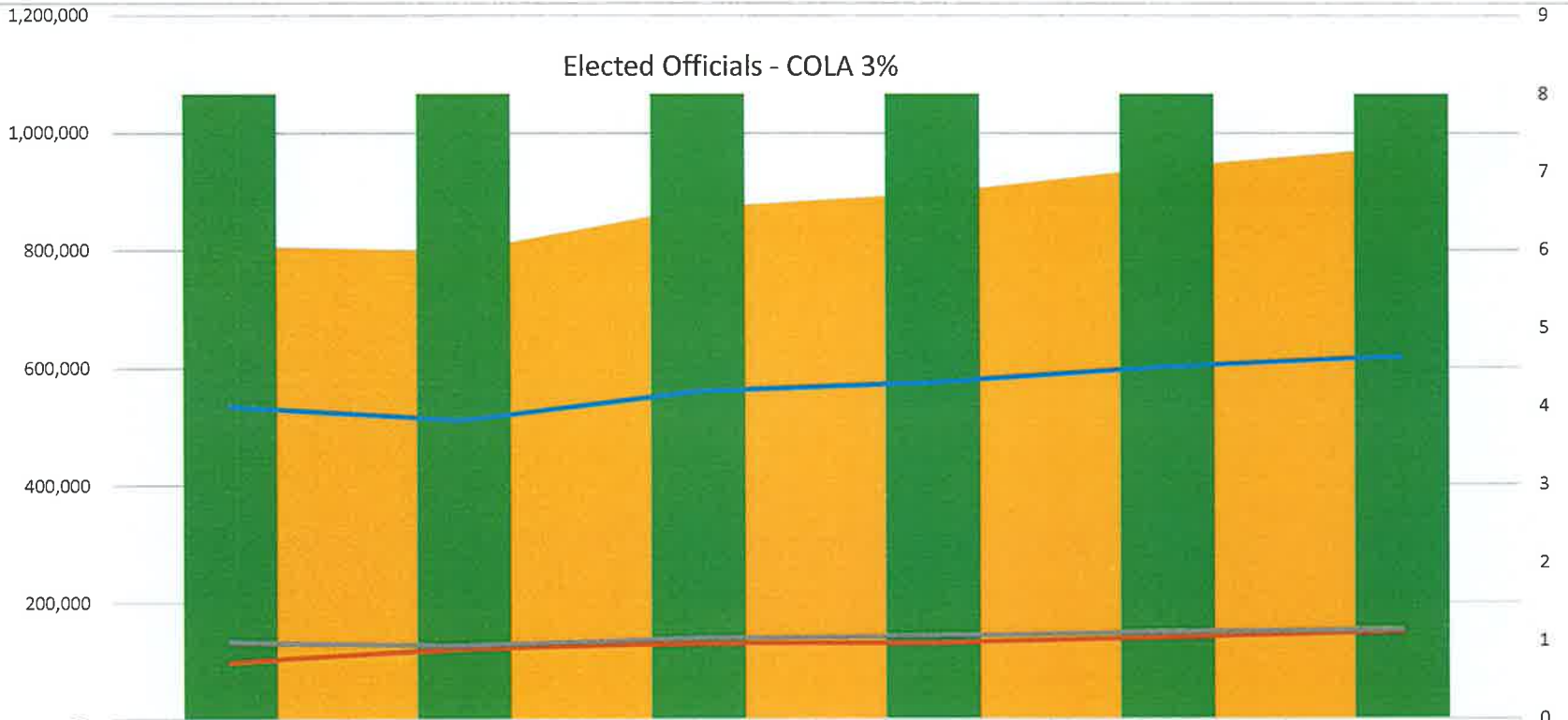


	2016	2017	2018	2019	2020	2021
Total	808,015	798,991	872,138	897,533	925,761	955,733
Per FTE	101,002	99,874	109,017	112,192	115,720	119,467
FTE	8	8	8	8	8	8
Wages	535,459	511,286	559,708	574,817	589,187	603,917
Health Insurance	98,400	121,392	130,405	130,405	139,606	150,076
Retirement	132,794	126,799	138,808	142,555	146,118	149,771

Elected Officials - COLA 2.5%

	2016	2017	2018	2019	2020	2021
FTE	8	8	8	8	8	8
COLA	3%	3%	3%	3%	2.50%	2.50%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.40%	1.40%	1.40%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	36,900	38,400	39,300	40,600	41,900	41,900
Wages	535,459	511,286	559,708	574,817	589,187	603,917
Health Insurance - County Share 92.5%	98,400	121,392	130,405	130,405	139,606	150,076
Retirement - County Contribution	132,794	126,799	138,808	142,555	146,118	149,771
LifeFlight	400	400	400	400	400	400
Other: Disab., Life, Work Comp				5,671	5,671	5,671
Taxes						
FICA	33,198	31,700	34,702	35,639	36,530	37,443
MEDICARE	7,764	7,414	8,116	8,047	8,249	8,455
SUTA				-	-	-
Total	808,015	798,991	872,138	897,533	925,761	955,733
2.5% Cost per FTE	101,002	99,874	109,017	112,192	115,720	119,467

Elected Officials - COLA 3%

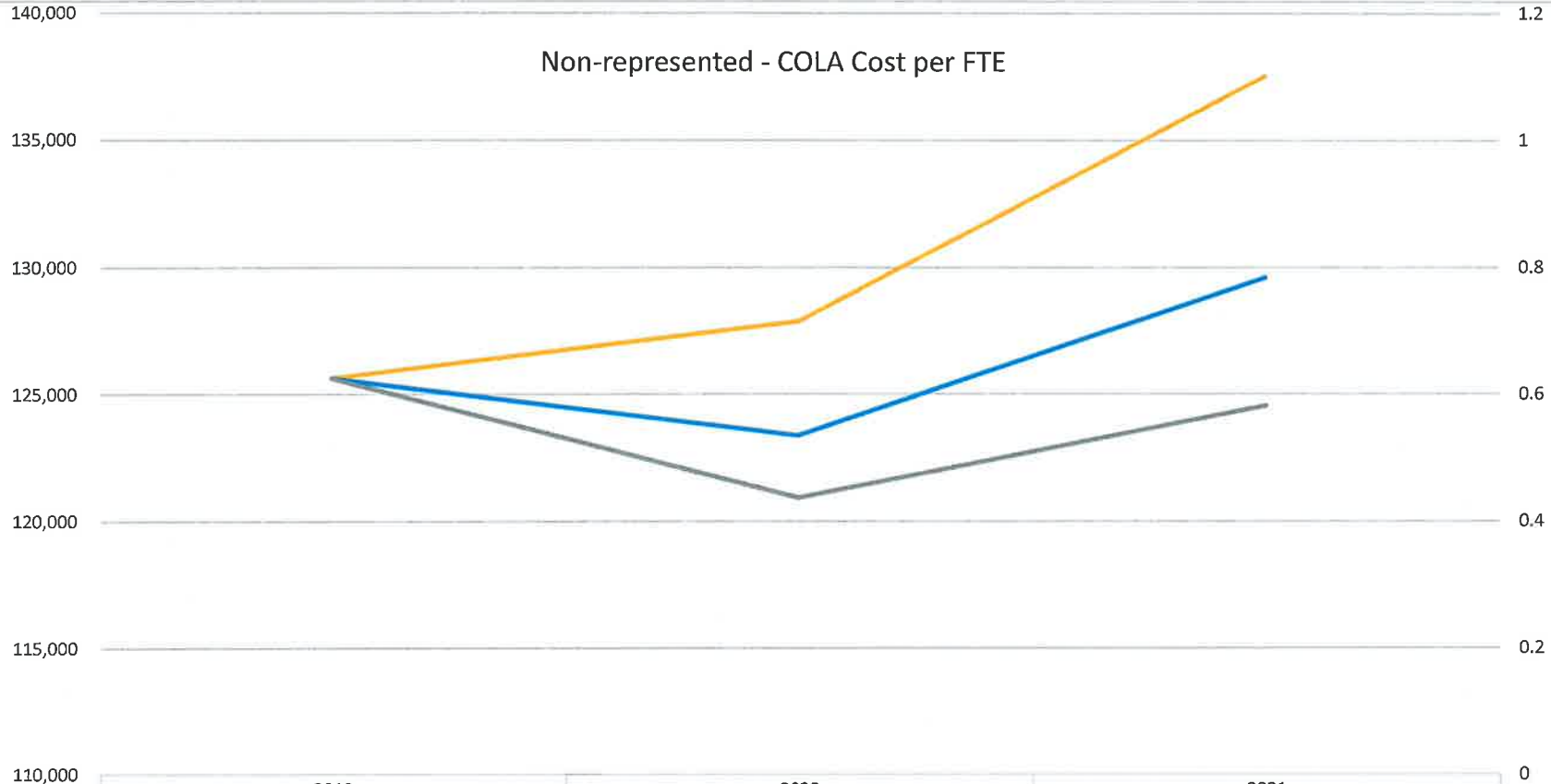


	2016	2017	2018	2019	2020	2021
Total	808,015	798,991	872,138	897,459	941,787	976,143
Per FTE	101,002	99,874	109,017	112,182	117,723	122,018
FTE	8	8	8	8	8	8
Wages	535,459	511,286	559,708	574,817	601,348	619,388
Health Insurance	98,400	121,392	130,405	130,405	139,606	150,076
Retirement	132,794	126,799	138,808	142,555	149,134	153,608

Elected Officials - COLA 3%

	2016	2017	2018	2019	2020	2021
FTE	8	8	8	8	8	8
COLA	3%	3%	3%	3%	3.00%	3.00%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.40%	1.40%	1.40%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	36,900	38,400	39,300	40,600	41,900	41,900
Wages	535,459	511,286	559,708	574,817	601,348	619,388
Health Insurance - County Share 92.5%	98,400	121,392	130,405	130,405	139,606	150,076
Retirement - County Contribution	132,794	126,799	138,808	142,555	149,134	153,608
LifeFlight	400	400	400	400	400	400
Other: Disab., Life, Work Comp				5,597	5,597	5,597
Taxes						
FICA	33,198	31,700	34,702	35,639	37,284	38,402
MEDICARE	7,764	7,414	8,116	8,047	8,419	8,671
SUTA				-	-	-
Total	808,015	798,991	872,138	897,459	941,787	976,143
3% Cost per FTE	101,002	99,874	109,017	112,182	117,723	122,018

Non-represented - COLA Cost per FTE



	2019	2020	2021
3% Cost per FTE	125,635	127,883	137,529
2.5% Cost per FTE	125,635	123,373	129,608
2% Cost per FTE	125,635	120,923	124,548

Non-represented - COLA Variances

	2019-2020	2020-2021			2021-2022		
	ACTUAL	2%	2.50%	3%	2%	2.50%	3%
FTE	25	27	27	27	27	27	27
Wages	1,998,086	2,038,048	2,088,000	2,179,925	2,078,809	2,181,960	2,343,419
		-	-	-	-	-	-
Health Insurance - County Share 92.5%	482,301	552,967	552,967	552,967	597,204	597,204	597,204
		-	-	-	-	-	-
Retirement - County Contribution	495,525	505,436	517,824	540,621	515,545	541,126	581,168
		-	-	-	-	-	-
LifeFlight	1,250	1,350	1,350	1,350	1,350	1,350	1,350
		-	-	-	-	-	-
Taxes		-	-	-	-	-	-
FICA - 6.2%	123,881	126,359	129,456	135,155	128,886	135,282	145,292
MEDICARE - 1.45%	28,972	29,552	30,276	31,609	30,143	31,638	33,980
SUTA - 2.10%	10,864	11,201	11,201	11,201	10,864	10,864	10,864
(SUTA - Taxable Base \$35,700)		-	-	-	-	-	-
		-	-	-	-	-	-
Total	3,140,881	3,264,912	3,331,074	3,452,828	3,362,801	3,499,425	3,713,277
		-	-	-	-	-	-
Per FTE	125,635	120,923	123,373	127,883	124,548	129,608	137,529

Total Annual Variance
Per FTE Annual Vairance

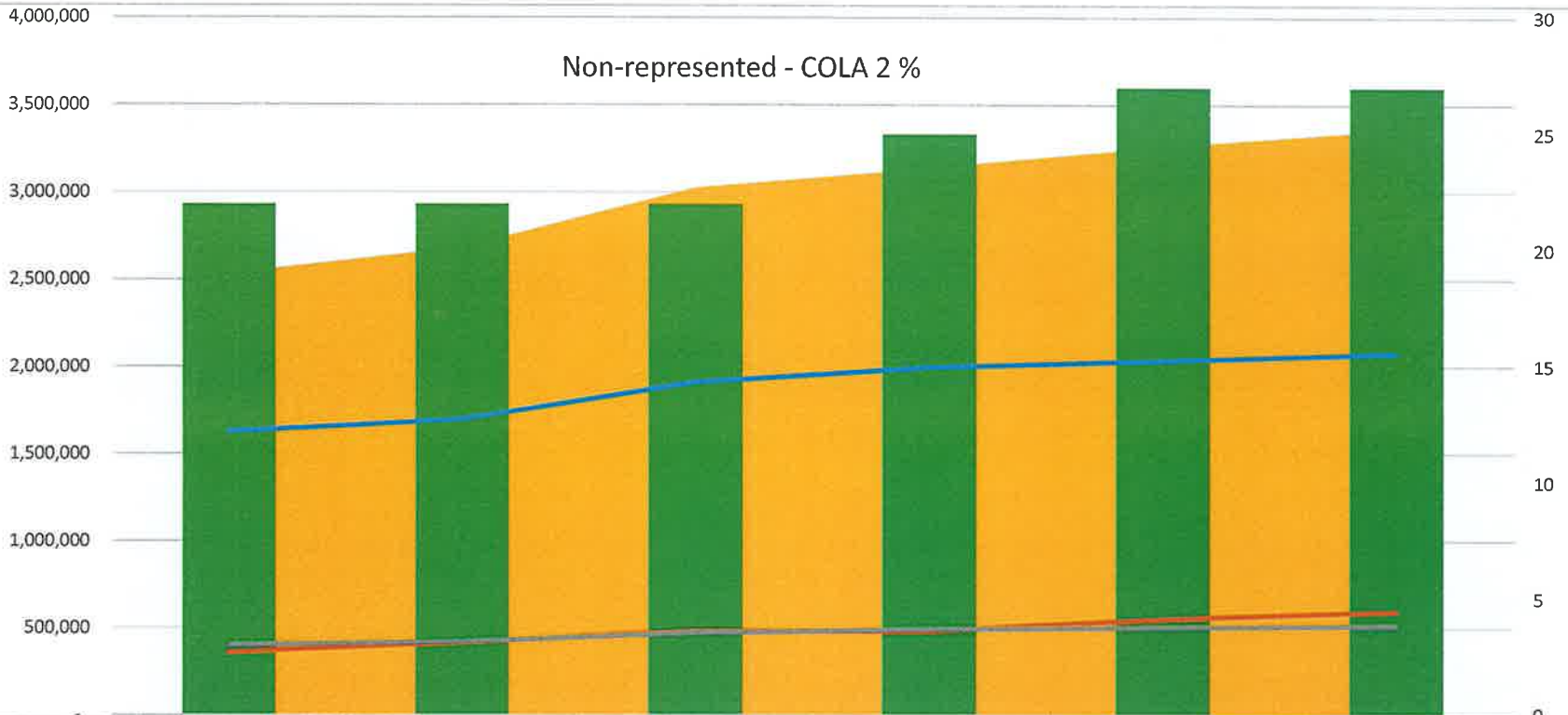
66,162	187,916
2,450	6,960

136,624	350,476
5,060	12,981

Total 'Multi Year' Variance
Per FTE 'Multi Year' Annual Vairance

221,920	358,544	572,396
(1,087)	3,973	11,894

Non-represented - COLA 2 %

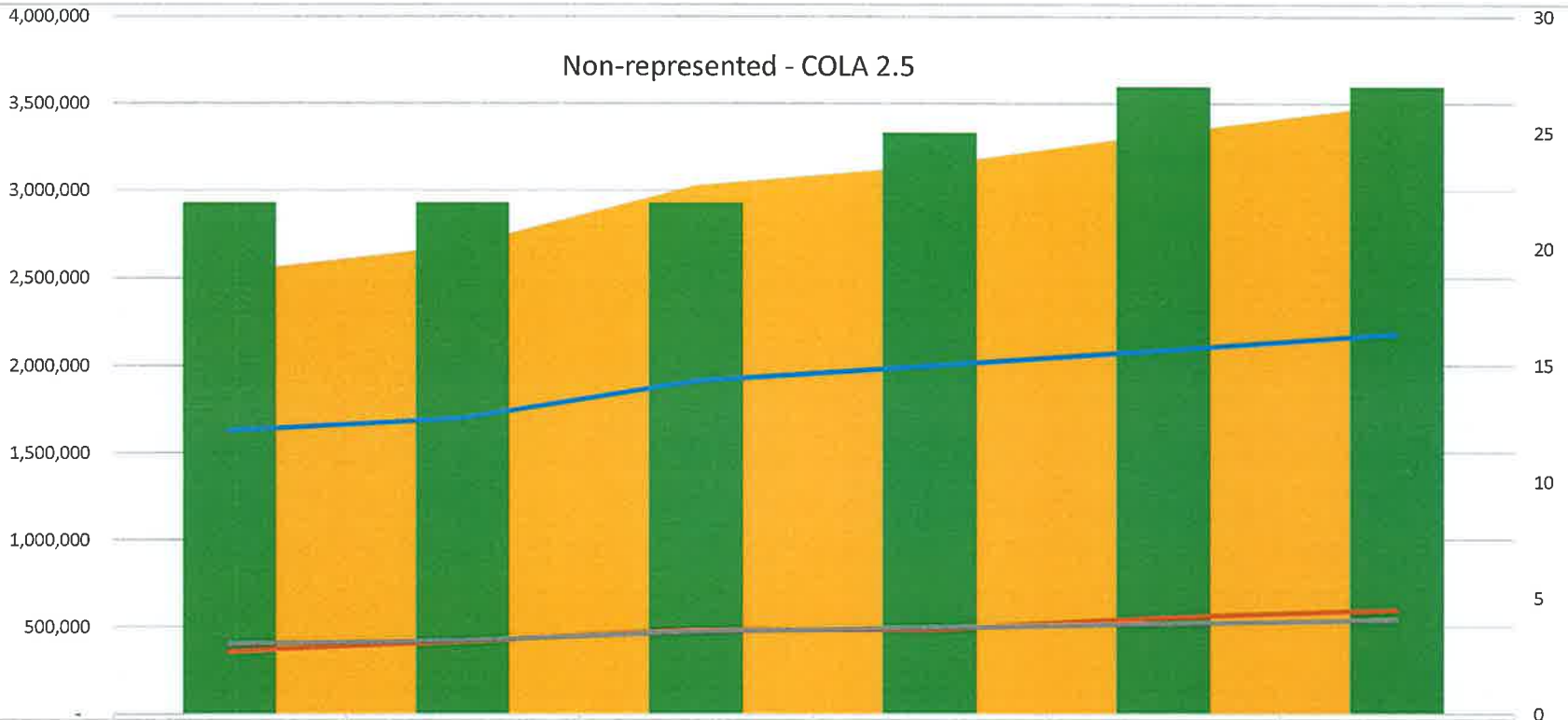


Total	2,532,900	2,682,890	3,028,090	3,140,881	3,264,912	3,362,801
Per FTE	115,132	121,950	137,640	125,635	120,923	124,548
FTE	22	22	22	25	27	27
Wages	1,629,589	1,698,823	1,912,788	1,998,086	2,038,048	2,078,809
Health Insurance	360,789	417,183	482,301	482,301	552,967	597,204
Retirement	404,138	421,308	474,371	495,525	505,436	515,545

Non-represented - COLA 2%

	2016	2017	2018	2019	2020	2021
FTE	22	22	22	25	27	27
COLA	3%	3%	3.0%	2.0%	2.0%	2.0%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.40%	1.40%	1.40%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	41,900	41,900
Wages	1,629,589	1,698,823	1,912,788	1,998,086	2,038,048	2,078,809
Health Insurance - County Share 92.5%	360,789	417,183	482,301	482,301	552,967	597,204
Retirement - County Contribution	404,138	421,308	474,371	495,525	505,436	515,545
LifeFlight	1,100	1,100	1,100	1250	1350	1350
Taxes						
FICA - 6.2%	101,035	105,327	118,593	123,881	126,359	128,886
MEDICARE - 1.45%	23,629	24,633	27,735	28,972	29,552	30,143
SUTA - 2.10%	12,620	14,515	11,201	10,864	11,201	10,864
<i>(SUTA - Taxable Base \$35,700)</i>						
Total	2,532,900	2,682,890	3,028,090	3,140,881	3,264,912	3,362,801
2% Cost per FTE	115,132	121,950	137,640	125,635	120,923	124,548

Non-represented - COLA 2.5

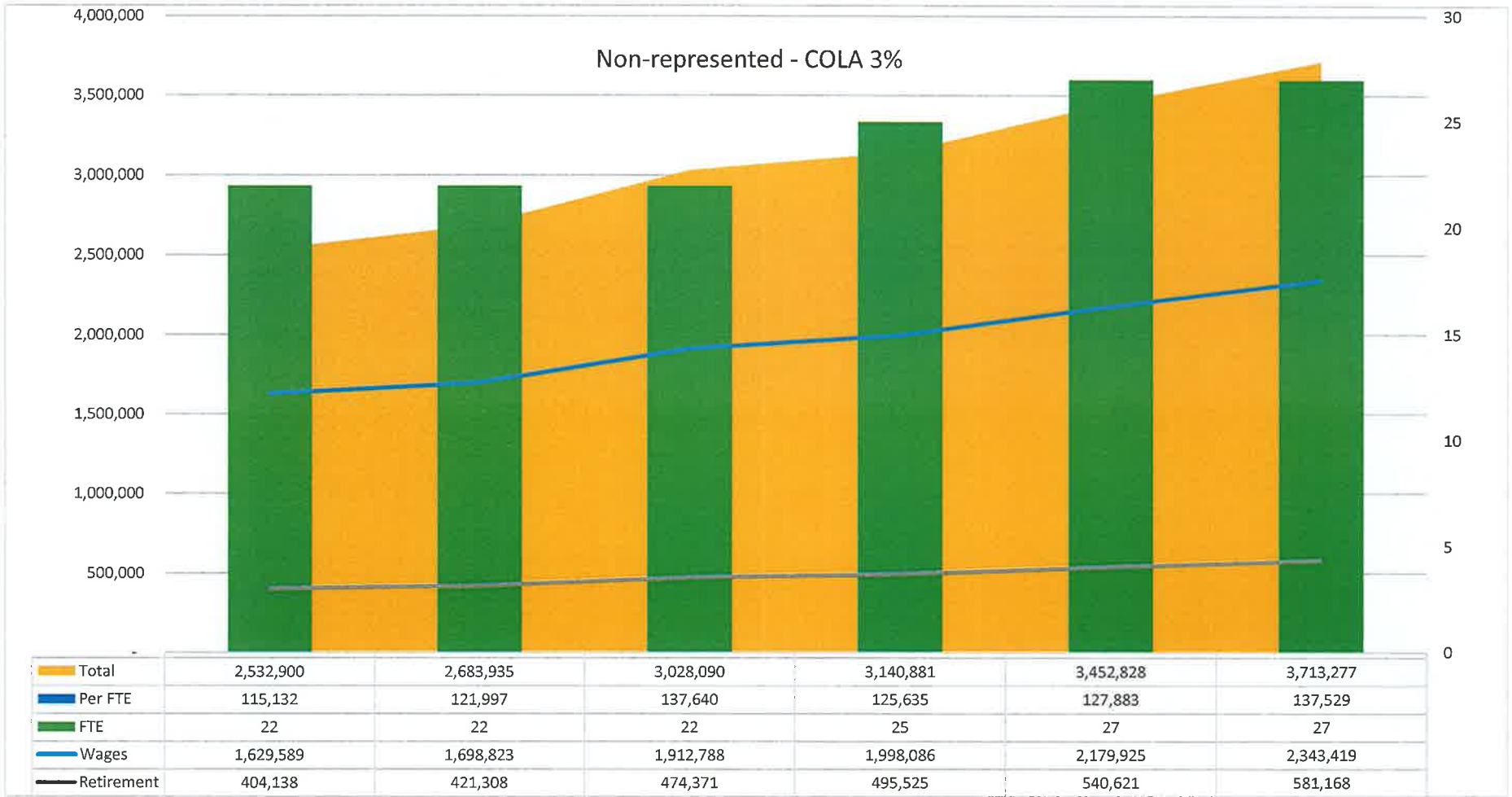


Total	2,532,900	2,682,890	3,028,090	3,140,881	3,331,074	3,499,425
Per FTE	115,132	121,950	137,640	125,635	123,373	129,608
FTE	22	22	22	25	27	27
Wages	1,629,589	1,698,823	1,912,788	1,998,086	2,088,000	2,181,960
Health Insurance	360,789	417,183	482,301	482,301	552,967	597,204
Retirement	404,138	421,308	474,371	495,525	517,824	541,126

Non-represented - COLA 2.5%

	2016	2017	2018	2019	2020	2021
FTE	22	22	22	25	27	27
COLA	3%	3%	2.5%	2.5%	2.5%	2.5%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.40%	1.40%	1.40%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	41,900	41,900
Wages	1,629,589	1,698,823	1,912,788	1,998,086	2,088,000	2,181,960
Health Insurance - County Share 92.5%	360,789	417,183	482,301	482,301	552,967	597,204
Retirement - County Contribution	404,138	421,308	474,371	495,525	517,824	541,126
LifeFlight	1,100	1,100	1,100	1250	1350	1350
Taxes						
FICA - 6.2%	101,035	105,327	118,593	123,881	129,456	135,282
MEDICARE - 1.45%	23,629	24,633	27,735	28,972	30,276	31,638
SUTA - 2.10%	12,620	14,515	11,201	10,864	11,201	10,864
<i>(SUTA - Taxable Base \$35,700)</i>						
Total	2,532,900	2,682,890	3,028,090	3,140,881	3,331,074	3,499,425
2.5% Cost per FTE	115,132	121,950	137,640	125,635	123,373	129,608

Non-represented - COLA 3%



Non-represented - COLA 3%

	2016	2017	2018	2019	2020	2021
FTE	22	22	22	25	27	27
COLA	3%	3%	3%	3%	3%	3%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.40%	1.40%	1.40%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	41,900	41,900
Wages	1,629,589	1,698,823	1,912,788	1,998,086	2,179,925	2,343,419
Health Insurance - County Share 92.5%	360,789	418,228	482,301	482,301	552,967	597,204
Retirement - County Contribution	404,138	421,308	474,371	495,525	540,621	581,168
LifeFlight	1,100	1,100	1,100	1,250	1,350	1,350
Taxes						
FICA - 6.2%	101,035	105,327	118,593	123,881	135,155	145,292
MEDICARE - 1.45%	23,629	24,633	27,735	28,972	31,609	33,980
SUTA - 2.10%	12,620	14,515	11,201	10,864	11,201	10,864
<i>(SUTA - Taxable Base \$35,700)</i>						
Total	2,532,900	2,683,935	3,028,090	3,140,881	3,452,828	3,713,277
3% Cost per FTE	115,132	121,997	137,640	125,635	127,883	137,529



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

(For BOC Use)
Item #

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

Presenter at BOC:
Department:
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date:

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various agenda items: Order or Resolution, Ordinance/Public Hearing, Appointments, etc.

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

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 Council, 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):

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

MORROW COUNTY
Copier Request for Quotes
Comparison

CURRENT MACHINES								
<u>Location</u>	<u>Current Machine</u>	<u>ESTIMATED</u>		<u>Current Lease</u>	<u>\$ / B&W</u>	<u>\$ / Color</u>	<u>Average Est Cost / Month</u>	<u>Current Vendor</u>
		<u>Average B&W Usage</u>	<u>Average Color Usage</u>					
		<u>Usage</u>	<u>Usage</u>					
Bart Bldg - First Floor	Canon IR 5045	16,825.83	2,692.13	\$ 237.25	0.0080	0.0500	\$ 506.46	Canon Office Solutions
Bart Bldg - Lower Floor	Ricoh MPC3003	12,063.61	625.87	\$ 200.00	0.0080	0.0514	\$ 328.68	Ricoh USA, Inc.
Public Works	Canon IR 3615B003	11,271.76	909.15	\$ 75.00	0.0108	0.0721	\$ 262.28	Canon Office Solutions
							\$1,097.43	

PACIFIC OFFICE AUTOMATIONS							
<u>Location</u>	<u>Proposed Machine</u>	<u>Proposed</u>			<u>Average Est Cost /</u>	<u>Estimated Savings per</u>	<u>%</u>
		<u>Lease</u>	<u>\$ / B&W</u>	<u>\$ / Color</u>	<u>Month</u>	<u>Month</u>	<u>Savings</u>
Bart Bldg - First Floor	Canon C5550i	\$ 134.56	0.0059	0.0450	\$ 354.98	\$ (151.48)	
Bart Bldg - Lower Floor	Ricoh IM C3000	\$ 107.15	0.0059	0.0450	\$ 206.49	\$ (122.19)	
Public Works	Canon C5550i	\$ 113.66	0.0059	0.0450	\$ 221.08	\$ (41.21)	
					\$ 782.54	\$ (314.88)	28.69%

CANON OFFICE SOLUTIONS							
<u>Location</u>	<u>Proposed Machine</u>	<u>Proposed</u>			<u>Average Est Cost /</u>	<u>Estimated Savings per</u>	<u>%</u>
		<u>Lease</u>	<u>\$ / B&W</u>	<u>\$ / Color</u>	<u>Month</u>	<u>Month</u>	<u>Savings</u>
Bart Bldg - First Floor	Canon imageRUNNER Adv c5550i III	\$ 105.00	0.006	0.0390	\$ 310.95	\$ (195.52)	
Bart Bldg - Lower Floor	Canon imageRUNNER Adv c5535i III	\$ 79.00	0.006	0.0390	\$ 175.79	\$ (152.89)	
Public Works	Canon imageRUNNER Adv c5550i III	\$ 95.00	0.006	0.0390	\$ 198.09	\$ (64.20)	
					\$ 684.83	\$ (412.60)	37.60%

RICOH USA, INC.							
<u>Location</u>	<u>Proposed Machine</u>	<u>Proposed</u>			<u>Average Est Cost /</u>	<u>Estimated Savings per</u>	<u>%</u>
		<u>Lease</u>	<u>\$ / B&W</u>	<u>\$ / Color</u>	<u>Month</u>	<u>Month</u>	<u>Savings</u>
Bart Bldg - First Floor	Ricoh IM C6000	\$ 200.62	0.0071	0.0480	\$ 449.31	\$ (57.16)	
Bart Bldg - Lower Floor	Ricoh IM C3500	\$ 156.03	0.0083	0.0541	\$ 290.02	\$ (38.66)	
Public Works	Ricoh IM C6000	\$ 222.91	0.0071	0.0480	\$ 346.58	\$ 84.29	
					\$1,085.90	\$ (11.52)	1.47%

Proposed Solution for Morrow County

Replacement for Canon IR Adv. c5000:

Canon Solutions America is proposing a Canon imageRUNNER Advance c5550i III. Pricing terms and conditions are per the National IPA / OMNIA contract.

Includes:

- Canon IR Adv. C5550 – 50 pages per min
- 150-sheet single pass document feeder
- (4) 550-sheet paper drawers
- 100 sheet bypass tray
- External Staple Finisher
- 2/3 Hole Punch
- Network printing
- Network scanning (up to 150ipm)
- Secure print

60 Month FMV:

\$ 105.00

Maintenance Agreement:

No Base, No Minimum – price fixed for 60 months

\$0.006 Per B&W copy for all service and supplies except paper

\$0.039 Per color copy for all service and supplies except paper



Proposed Solution for Morrow County

Replacement for Ricoh MPC3003:

Canon Solutions America is proposing a Canon imageRUNNER Advance c5535i III. Pricing terms and conditions are per the National IPA / OMNIA contract.

Includes:

- Canon IR Adv. C5535i III – 35 pages per min
- 150-sheet single pass document feeder
- (4) 550-sheet paper drawers
- 100 sheet bypass tray
- Internal Staple Finisher
- Fax
- Network printing
- Network scanning (up to 150ipm)
- Secure print

60 Month FMV:

\$ 79.00

Maintenance Agreement:

No Base, No Minimum – price fixed for 60 months

\$0.006 Per B&W copy for all service and supplies except paper

\$0.039 Per color copy for all service and supplies except paper



Proposed Solution for Morrow County

Replacement for Canon IR Adv. c5045:

Canon Solutions America is proposing a Canon imageRUNNER Advance c5550i III. Pricing terms and conditions are per the National IPA / OMNIA contract.

Includes:

- Canon IR Adv. C5550 – 50 pages per min
- 150-sheet single pass document feeder
- (4) 550-sheet paper drawers
- 100 sheet bypass tray
- Internal Staple Finisher
- Fax
- Network printing
- Network scanning (up to 150ipm)
- Secure print

60 Month FMV:

\$ 95.00

Maintenance Agreement:

No Base, No Minimum – price fixed for 60 months

\$0.006 Per B&W copy for all service and supplies except paper

\$0.039 Per color copy for all service and supplies except paper



MORROW COUNTY
 110 N Court Street
 Heppner, OR 97836



REQUEST FOR QUOTATION

THIS IS NOT AN ORDER**

Return To: **Deanne Irving** by **5:00PM** on **MARCH 20, 2020** via Email dirving@co.morrow.or.us or fax (541) 676-5619

Description: MORROW COUNTY COPIERS

Requested Availability Date of Product: Tentatively, July 1, 2020

Contact: **Roberta Lutcher** at (541) 676-5613, for any questions.

Any reference to brand names is meant as descriptive not restrictive.

Alternate bids will be considered on products, which meet or exceed products indicated on quote.

Vendor is to mark clearly alternate proposals.

“OR EQUAL”: Any brand name listed in the specifications as “or equal” or “or equivalent” shall establish the minimum requirements for quality, utility, durability, function, purpose, etc. Other product brands may be offered that are equal to or better than the product brand name. Bidder may show cost differences, alternates and options in the space provided in the quote. This clause is not meant to be restrictive, but to set the minimum standard. AGENCY SHALL DETERMINE, IN ITS SOLE DISCRETION, WHETHER A PRODUCT OFFERED IS “EQUAL.” When the designation is “or equal” or “equivalent” Agency shall make its decision after Bid Closing.

Vendor Name Canon Solutions America Federal ID No: 13-2677004

Address: 8601 W Clearwater Ave, Ste. B Phone: 509-581-3912

City, State, Zip: Kennewick, WA 99336 Fax: 509-736-7572

All Pricing Must Be Held Firm For 90 Days

DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL
Canon Model IR 5045	1	\$105.00 /mth	
Canon Model ADV5045	1	\$95.00 /mth	
Ricoh MPC3003	1	\$79.00 /mth	
			\$279.00 / mth

MORROW COUNTY
 110 N Court Street
 Heppner, OR 97836



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Alternate bids will be considered on products, which meet or exceed products indicated on quote.

Vendor is to mark clearly alternate proposals.

“OR EQUAL”: Any brand name listed in the specifications as “or equal” or “or equivalent” shall establish the minimum requirements for quality, utility, durability, function, purpose, etc. Other product brands may be offered that are equal to or better than the product brand name. Bidder may show cost differences, alternates and options in the space provided in the quote. This clause is not meant to be restrictive, but to set the minimum standard. AGENCY SHALL DETERMINE, IN ITS SOLE DISCRETION, WHETHER A PRODUCT OFFERED IS “EQUAL.” When the designation is “or equal” or “equivalent” Agency shall make its decision after Bid Closing.

Vendor Name Pacific Office Automation Federal ID No: 93-06654-13

Address: 7913 W Grandridge Blvd. Phone: (509) 735-0502

City, State, Zip: Kennewick, WA 99336 Fax: (509) 783-0401

All Pricing Must Be Held Firm For 90 Days

DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL
Canon Model IR 5045	1		
Canon Model ADVC5045	1		
Ricoh MPC3003	1		

Additional Specifications:

Canon Model IR Adv C5000 has four paper trays, external staple finishing, hole punch, scanning to folders and email, shared device.

Canon Model ADVC 5045 has four paper trays, internal staple finishing, fax capabilities, scanning to email, booklet finishing, shared device.

Ricoh MPC3003 has four paper trays, internal staple finishing, fax capabilities, scan to folder, confidential printing, shared device.



PACIFIC OFFICE AUTOMATION
— PROBLEM SOLVED —

Morrow County

Description	Quantity	60 month lease price	Cost per copy
Canon C5550i (50ppm)	1	\$134.56/mo	B/W: .0059
4 x 550 sheet paper trays	1		Color: .045
External Staple Finisher	1		
Buffer pass	1		
Hole Punch	1		
Description	Quantity	60 month lease price	Cost per copy
Canon C5550i (50ppm)	1	\$113.66/mo	B/W: .0059
4 x 550 sheet paper trays	1		Color: .045
Internal Finisher	1		
Fax Board	1		
*Note: RFQ requested booklet finishing. The External finisher is required for that capability			
Description	Quantity	60 month lease price	Cost per copy
Ricoh IM C3000	1	\$107.12/mo	B/W: .0059
4 x 550 sheet paper trays	1		Color: .045
Internal Staple Finisher	1		
Fax Board	1		

*State of Oregon NASPO Contract #5566

*Maintenance agreement includes all parts, labor, toner and supplies (except paper)

*Delivery, connected install and training included

Morrow County

Business Services
Proposal

RICOH
imagine. change.



PREPARED BY:
Abraham Gerving, Account Manager
Phone: 971.708.8507
Email: abraham.gerving@ricoh-usa.com



About Ricoh

For over 80 years, Ricoh has transformed the way people work with breakthrough technologies that help businesses innovate and grow. Our focus has always been to envision what the future will look like so that we can help prepare you for success.

Today, that means improving workplaces using innovative technologies & services enabling individuals to work smarter.

Learn more:
ricoh-usa.com/about-us



Video: Ricoh is empowering digital workplaces

“Ricoh’s team is always there when we need them. And they understand and respect what we do, so they work diligently to resolve issues quickly.”

**Oregon based
Non-profit Organization**

Executive Summary

Current State

Ricoh’s analysis of your current situation revealed:

- The county currently has multiple copier vendors
- 3 machines are up for renewal
- Some employees visit multiple buildings and need to download different print drivers for each location
- Desire to secure printing/copying
- Some offices are using expensive desk top printers

Goals

- Consolidate to a single vendor
- Route print jobs away from expensive printers to more cost-effective MFP’s
- Require user codes to release print jobs and access copier/scanner features
- Provide quote using a cooperative purchasing agreement (US Communities)
- Offer faster devices with more functionality for increased efficiency

Proposed Solution

- Our proposed solution will address the current challenges with the following software & hardware.
 - 3 x Ricoh Multi Functional Devices
 - Quoted from the US Communities contract
 - Pricing is fixed for term of the lease
 - No additional property tax charges

Proposed Solution

Equipment Investment	
Solution	60 Month Lease
Ricoh IM C6000 #1	\$200.62/mo
Ricoh IM C6000 #2	\$222.91/mo
Ricoh IM C3500	\$156.03/mo
Total	\$579.56/mo

Service Rates		
Description	Rate – B/W	Rate - Color
Ricoh IM C6000 #1	\$.0071	\$.048
Ricoh IM C6000 #2	\$.0071	\$.048
Ricoh IM C3500	\$.0083	\$.0541

Copier Fleet Configuration		
<u>Ricoh IM C6000 #1</u> <ul style="list-style-type: none"> External Finisher Hole Punch 4 x 550 Paper Trays 	<u>Ricoh IM C6000 #2</u> <ul style="list-style-type: none"> Booklet Finisher 4 x 550 Paper Trays Fax Board 	<u>Ricoh IM C3500</u> <ul style="list-style-type: none"> Internal Finisher 4 x 550 Paper Trays Fax Board

Included in Monthly Fee	
Agreement Includes	<ul style="list-style-type: none"> Deliver & Installation Operator training Toner, parts, staples and labor included with service

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 new 2019 938M Cat Wheel Loader. This loader will replace our 1977 920 Cat wheel loader.

This purchase is in the Equipment Inventory Plan scheduled for 2022. I would like to move the purchase to this year. The 920 is no longer adequate to effectively and safely load trucks. The other loaders are not reliable enough to make it through a major project without breaking down. It would make most sense for efficiency and to cut down on project shutdowns to make this purchase now and keep on schedule to replace the next loader in 2024.

There is room in my budget to make three annual payments of \$60,552.77 with a final payment the fourth year of \$1.00.

2. FISCAL IMPACT:

This purchase would pull from Capital Outlay expense budget 201-220-5-40-4401 in three equal annual payments in the amount of \$60,552.77. And a final payment the fourth year of \$1.00.

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

Motion to approve pre - authorization of a new 2019 938M Cat Wheel loader from Western States Cat in the amount of \$181,659.31

Attach additional background documentation as needed.

WHEEL LOADER QUOTES

CAT

• Equipment price	\$181,103.57
• 920 loader trade in	-\$5,000
• Estimated resale value	<u>-\$66,750.00</u>
	\$109,353.57

JOHN DEERE

• Equipment price	\$184,670.23
• 920 loader trade in	-\$12,000
• Estimated resale value	<u>-\$43,700</u>
	\$128,970.23

KOMATSU

• Equipment price	\$176,114.99
• 920 loader trade in	-\$6,500
• Estimated resale value	-\$37,000
• Included oil change	<u>-\$500</u>
	\$132,114.99



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: Q000184382-3
AGREEMENT DATE: 4/15/2020
AGREEMENT EXPIRES: 5/2/2020
WAREHOUSE: Pasco Machine Sales
CUSTOMER NO.: 6040800
CUSTOMER PO:
SALESMAN: Austin T Berry

Austin.Berry@wseco.com

ITEM DESCRIPTION	PRICE
2019 Caterpillar 938M Wheel Loader S/N: J3R08098 SMU: 319 hrs ID:E0052538	\$181,103.57
<ul style="list-style-type: none"> ● Caterpillar 108" GP BKT 3.5YD3 FSN SWL S/N: 181204070 ID: E0044996 ● Delivery Freight ● New Warranty - 12 mo 8,760 hrs - PREMIER 	

TRADE PROPOSAL

1980 Caterpillar D6D S/N: 04X04077 SMU: 0 hrs	(\$15,000.00)
---	--------------------------

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

1977 Caterpillar 920 S/N: 62K09253 SMU: 0 hrs	(\$5,000.00)
1982 Caterpillar 966D S/N: 99Y02098 SMU: 0 hrs	(\$25,000.00)

Notes	Before Tax Balance	\$136,103.57
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$136,103.57

Western States Equipment **Morrow County** \$176,103.57

Order Received by _____ Approved and Accepted by _____
 Title Regional Sales Manager 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.



4428 E Trent
Spokane WA 99212

Morrow County Public Works
365 Highway 74
Lexington Ore.

04-16-2020

Phone: (509) 535-1654
Toll Free: (800) 541-0754
Fax: (509) 534-6754
Web Site: www.modernmachinery.com

Attn: Eric Imes

Eric, Modern Machinery is pleased to offer the following for your consideration using the Sourcewell National Program.

2020 Model Year Komatsu WA320-8 wheel loader

WA320-8 spec arrangement A	\$266,372.00
Standard Boom	in base
2 spool hydraulic system	in base
Mono lever hydraulic system	in base
Bucket cylinder standard	in base
Engine intake standard	in base
20.5R25XHA L3 radials	\$14,645.00
Machine total factory list	\$281,017.00
Sourcewell multiplier	.588
Sourcewell net	\$165,237.99
3.5 yard Escob bucket with BOCE	\$7,777.00
Factory freight and delivery	\$2,500.00
Pin bucket to machine	\$600.00
3 year 2000 hour Komatsu Care plan	included
1 year 1500 hour full machine warranty	included
Net to County	\$176,114.99
Offer of trades	
Caterpillar D6D dozer 4x4077	\$12,500.00
Caterpillar 920 loader 62K9253	\$6,500.00
Caterpillar 966D loader 99Y02096	\$20,000.00
Total Value of trades	\$29,000.00

Please feel free to call with any questions.

Thank you,

Jim Holland



MACHINERY

Quote Summary

Prepared For:
MORROW COUNTY ROAD DEPARTMENT
365 W. Hwy 74
Lexington, OR 97839
Business: 541-989-8211

Prepared By:
RALPH GOODWIN
Pape Machinery, Inc.
1925 E James Street
Pasco, WA 99301
Phone: 509-547-8813
Mobile: 509-995-4706
rgoodwin@papemachinery.com

Quote Id: 21498635

Expiration Date: 17 April 2020

Equipment Summary	Selling Price	Qty	Extended
2020 JOHN DEERE 624L WHEEL LOADER - 1DW624LZCLF705706	\$ 303,118.00 X	1 =	\$ 303,118.00
SOURCEWELL 41% DISCOUNT OFF LIST	\$ -118,447.77 X	1 =	\$ (118,447.77)
Equipment Total			\$ 184,670.23

Quote Summary	
Equipment Total	\$ 184,670.23
Federal Excise Tax	\$ 0.00
Licensing Fee	\$ 0.00
CA Tire Recycling Fee	\$ 0.00
Doc Fee	\$ 0.00
Rental Services Fee	\$ 0.00
SubTotal	\$ 184,670.23
Total	\$ 184,670.23
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 184,670.23

Salesperson : X _____

Accepted By : X _____

Finance Proposal

CUSTOMER

Name: MORROW COUNTY

Address
 City
 State
 Zip code
 County

Good if:
 Acknowledged by May-23-20
 Funded by May-23-20

DEALER

WESTERN STATES EQUIPMENT CO.
 Sales person
 Dealer contact
 Telephone

Quote number 653-1913
 Fax number
 Quote date 04/23/2020
 Quote time 12:42:42

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL
 Number of payments 3 Annual
 Payments in Advance
 Quoted by GrechEP
 Report created by GrechEP

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	938M	500	1	181,103.57	5,000.00	176,503.57	60,552.77	1.00	2.9500

Special Conditions:

938M
 Serial Number - J3R08098, Model Year - 2019, Standard Environment; Major Attachments-Tires, Air Conditioning, Ride Control, Cab; Blades/Buckets/Rippers -Quick Coupler, General Purpose Bucket

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

MORROW COUNTY

Date

From: Lisa Mittelsdorf <LisaM@portofmorrow.com>

Sent: Friday, May 1, 2020 2:17 PM

To: Melissa Lindsay <mlindsay@co.morrow.or.us>; Don Russell <drussell@co.morrow.or.us>; Jim Doherty <jdoherly@co.morrow.or.us>

Subject: POM Draft resolution

Melissa,

Attached is a copy of the draft resolution along with the exhibits. Please let me know if you have any questions and I will try to get them answered.

Lisa Mittelsdorf

Director of Economic Development
Port of Morrow
P. O. Box 200
Boardman, OR 97818

Ph: 541-481-7678

Cell: 541-571-1671



RESOLUTION NO. ____-2020

(PORT OF MORROW)

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A RESOLUTION TO JOINTLY SPONSOR BETWEEN THE PORT OF MORROW AND MORROW COUNTY AN APPLICATION FOR DESIGNATION OF AN ENTERPRISE ZONE

WHEREAS, the Port of Morrow and Morrow County are jointly sponsoring an application for designation of an enterprise zone; and

WHEREAS, the Port of Morrow and Morrow County are interested in an enterprise zone to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity; and

WHEREAS, the proposed enterprise zone has a current total area of approx. 13 square miles and it meets other statutory limitations on size and configuration; it is depicted on the drawn-to-scale map (Exhibit A) and described in (Exhibit A); and

WHEREAS, the proposed enterprise zone contains significant land that is reserved for industrial use, as indicated by land use zoning map(s) with the application, consistent with Comprehensive Plan(s) acknowledged by the State of Oregon Land Conservation and Development Commission (LCDC), such industrial sites are accessible, serviced or serviceable, and otherwise ready for use and further development; and

WHEREAS, the designation of an enterprise zone does not grant or imply permission to develop land within the zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans; and

WHEREAS, the Port of Morrow and Morrow County appreciate the impacts that a designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein, as governed by Oregon Revised Statutes (ORS) Chapter 285C and other provisions of Oregon Law; and

WHEREAS, all of the other municipal corporations, school districts, special service districts and so forth, other than the sponsoring governments, that receive operating revenue through the levying of *ad valorem* taxes on real and personal property in any area of the proposed enterprise zone were sent notice and invited to a public meeting regarding this proposal, in order for these sponsoring governments to effectively consult with these other local taxing districts of the proposed enterprise zone's designation; and

WHEREAS, the Port of Morrow and Morrow County appreciate the impacts that the designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein.

NOW THEREFORE BE IT RESOLVED that the Port of Morrow (2 voting members), and Morrow County (2 voting members) proposes and applies as joint sponsors and will include Port of Morrow with 2 voting members, Morrow County with 2 voting members, and will include an additional 2 voting members from a city if project is located in that city's area of influence as defined in the map attached as Exhibit B, for an Oregon enterprise zone to be named: The Columbia River Enterprise Zone III, and request that the director of the Oregon Business Development Department (OBDD) order the designation of this enterprise zone.

BE IT FURTHER RESOLVED that the current Enterprise Zone Manager is authorized to submit the enterprise zone application to OBDD on behalf of the Port of Morrow and Morrow County for purposes of a positive determination in favor under ORS 285C.074.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County commits, upon designation, to jointly appoint a local enterprise zone manager within 90 days.

BE IT FURTHER RESOLVED, Port of Morrow, and Morrow County will jointly comply with the requirements and provisions of ORS 285C.105 and otherwise fulfill its duties under ORS 285C.050 to 285C.250.

BE IT FURTHER RESOLVED, the Port of Morrow, and Morrow County jointly commits to implement and to confirm for the department its fulfillment of such duties, as specified in OAR 123-065-0210, including but not limited to preparation of a list or map of local lands and buildings owned by the state or by municipal corporations within the enterprise zone that are not being used or designated for a public purpose and that have appropriate land use zoning, and to efforts for making such real property available for lease or purchase by authorized business firms under ORS 285C.110.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County jointly requests that the Director of OBDD waive the distance maximum of 25 miles overall and/or of 15 miles between separate areas within the proposed enterprise zone pursuant to this application for designation.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County as a sponsor of the proposed Columbia River Enterprise Zone exercises its option herewith under ORS 285C.070 that qualified property of and operated by a qualified business firm as a hotel, motel or destination resort may receive a property tax exemption in the Zone, and that such business firms are eligible for purposes of authorization upon the effective designation of the Zone.

BE IT FURTHER RESOLVED, that said boundaries for determining any specific and local municipality support will be determined by a designated area of influence around each city in Morrow County, of which all entities are in Morrow County described in (Exhibit B).

BE IT FURTHER RESOLVED, that if and when a business or project to be cited/developed in a specific boundary, as noted above, that that local municipality will be seated at the negotiating table to determine and agree to such impact and support.

BE IT FURTHER RESOLVED, that the Columbia Enterprise Zone III designate the following as key priorities for any disbursement of funds received, of which are not prioritized; Infrastructure, Education, Public Safety, Housing, and Community Enhancement. These may be modified in the future to benefit economic and community development.

BE IT FURTHER RESOLVED, that more specific Intergovernmental Agreements and mapping will be developed between the sponsors and local municipalities on the citing of a potential project(s), the disbursement of potential funds, and the process to ensure full community support and inclusiveness.

BE IT FURTHER RESOLVED, that any disbursement of funds will be developed and agreed to through the Intergovernmental Agreements, using the Portland State University (PSU) population numbers as means for disbursement of any specific funds to jurisdictions for taxing organizations.

DATED this _____ day of May, 2020.

MORROW COUNTY

PORT OF MORROW

Chair – Melissa Lindsay

President – Rick Stokoe

Commissioner – Don Russell

Vice President – Marv Padberg

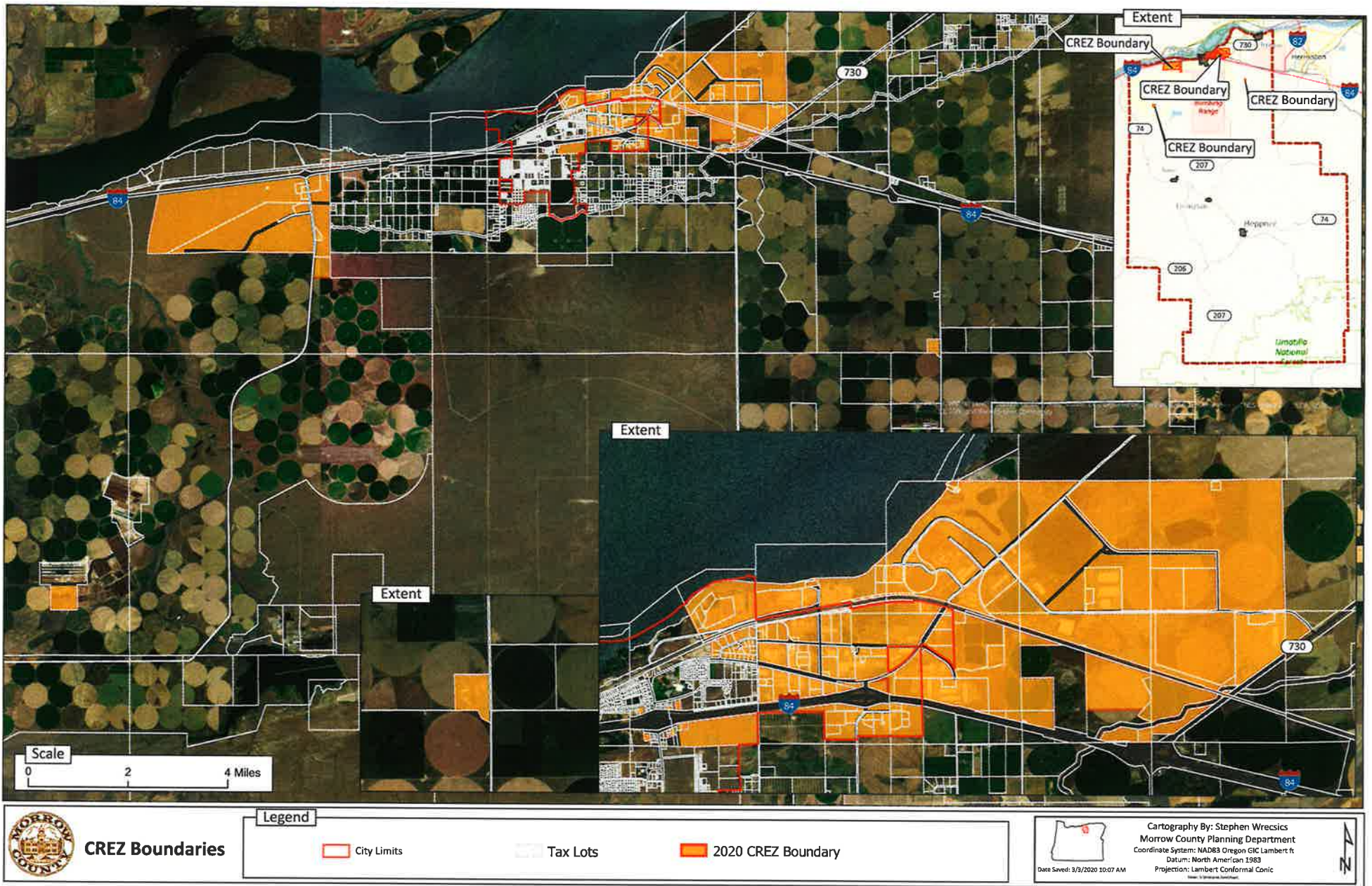
Commissioner – Jim Doherty

Commissioner – Jerry Healy

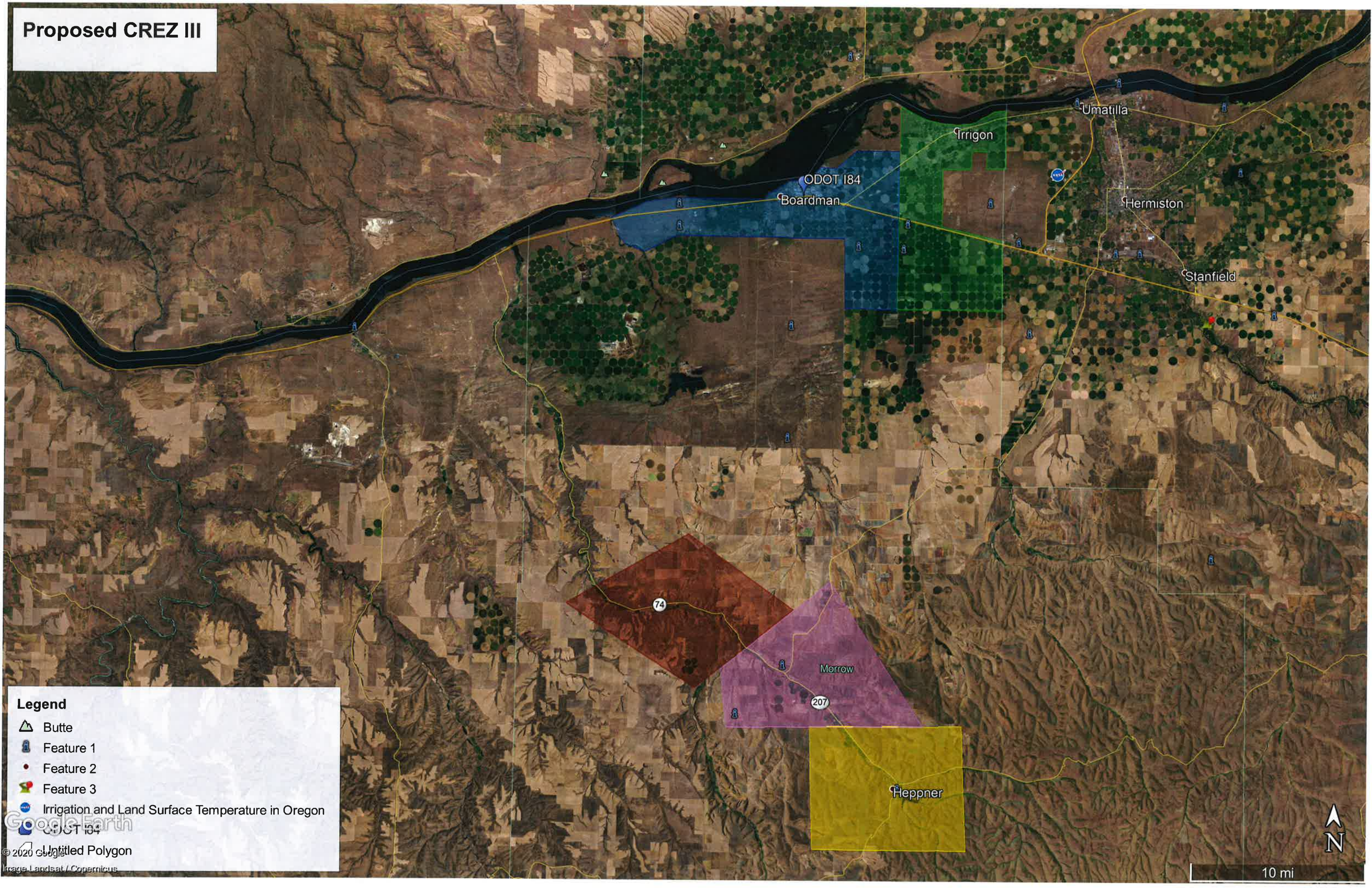
Commissioner – John Murray

Secretary – Joe Taylor

Exhibit "A"



Proposed CREZ III



Legend

- Butte
- Feature 1
- Feature 2
- Feature 3
- Irrigation and Land Surface Temperature in Oregon

ODOT 184

Untitled Polygon

© 2020 Google
Image Landsat / Copernicus



10 mi

RESOLUTION NO. ____-2020

(PORT OF MORROW) Revisions Morrow County

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DATED this _____ day of May, 2020.

MORROW COUNTY

PORT OF MORROW

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President – Rick Stokoe

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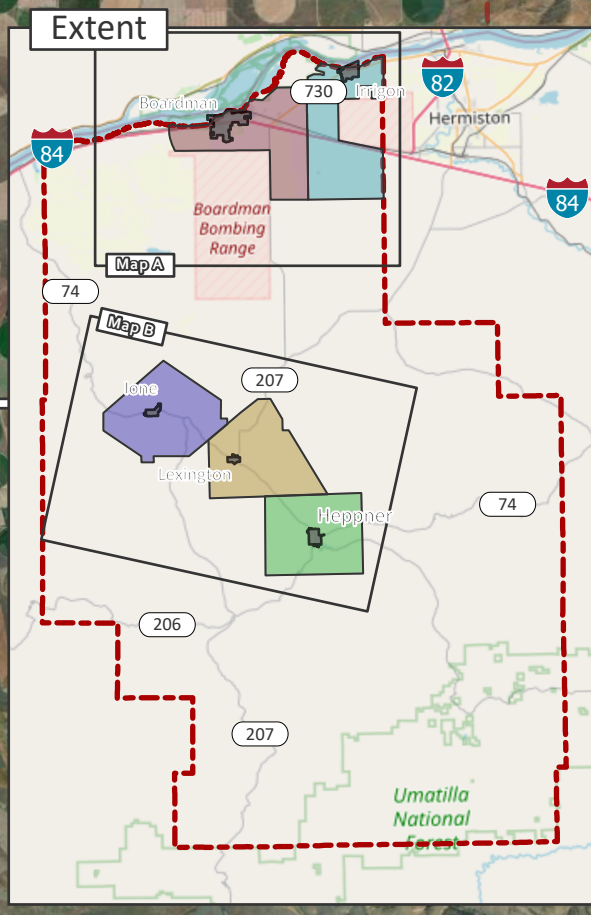
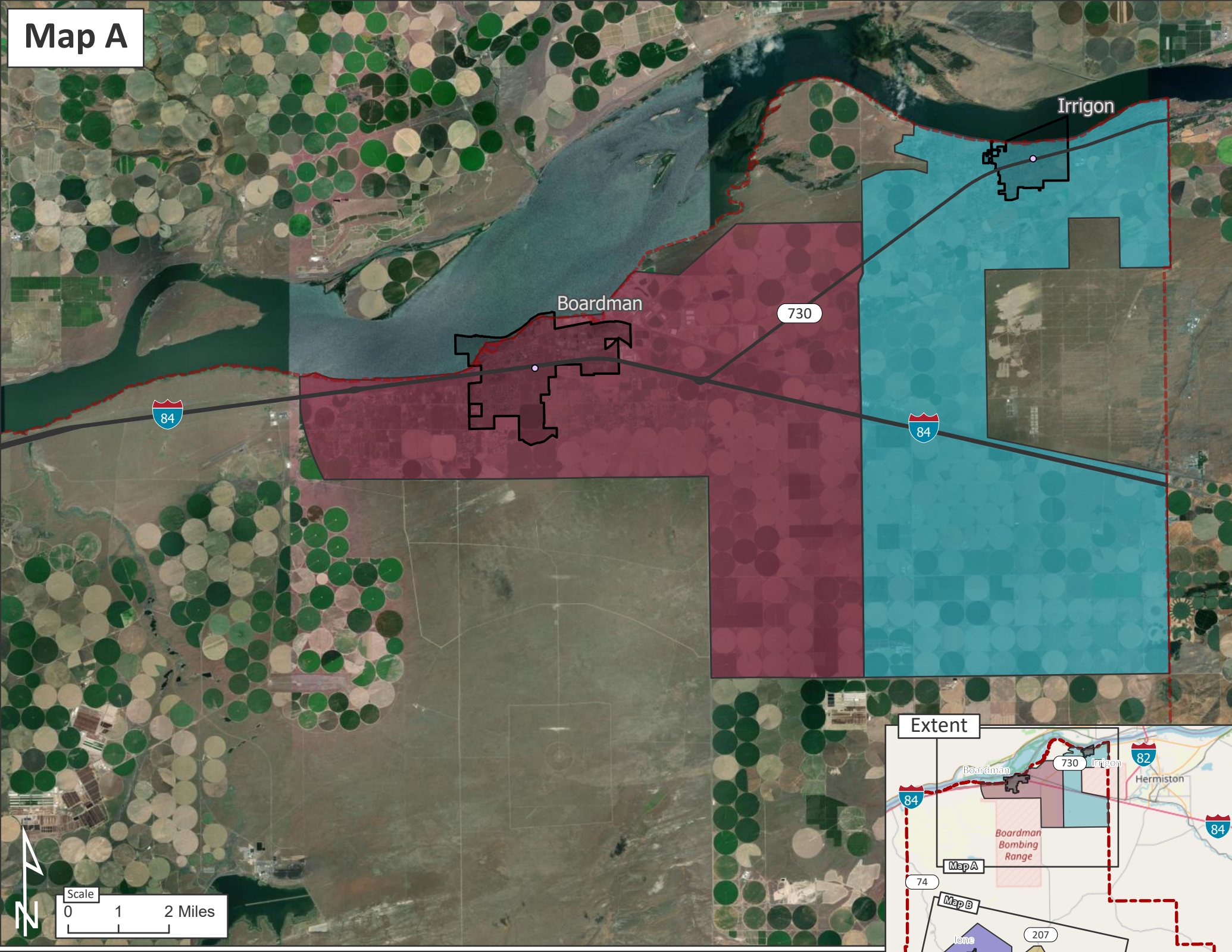
Commissioner – Jim Doherty

Commissioner – Jerry Healy

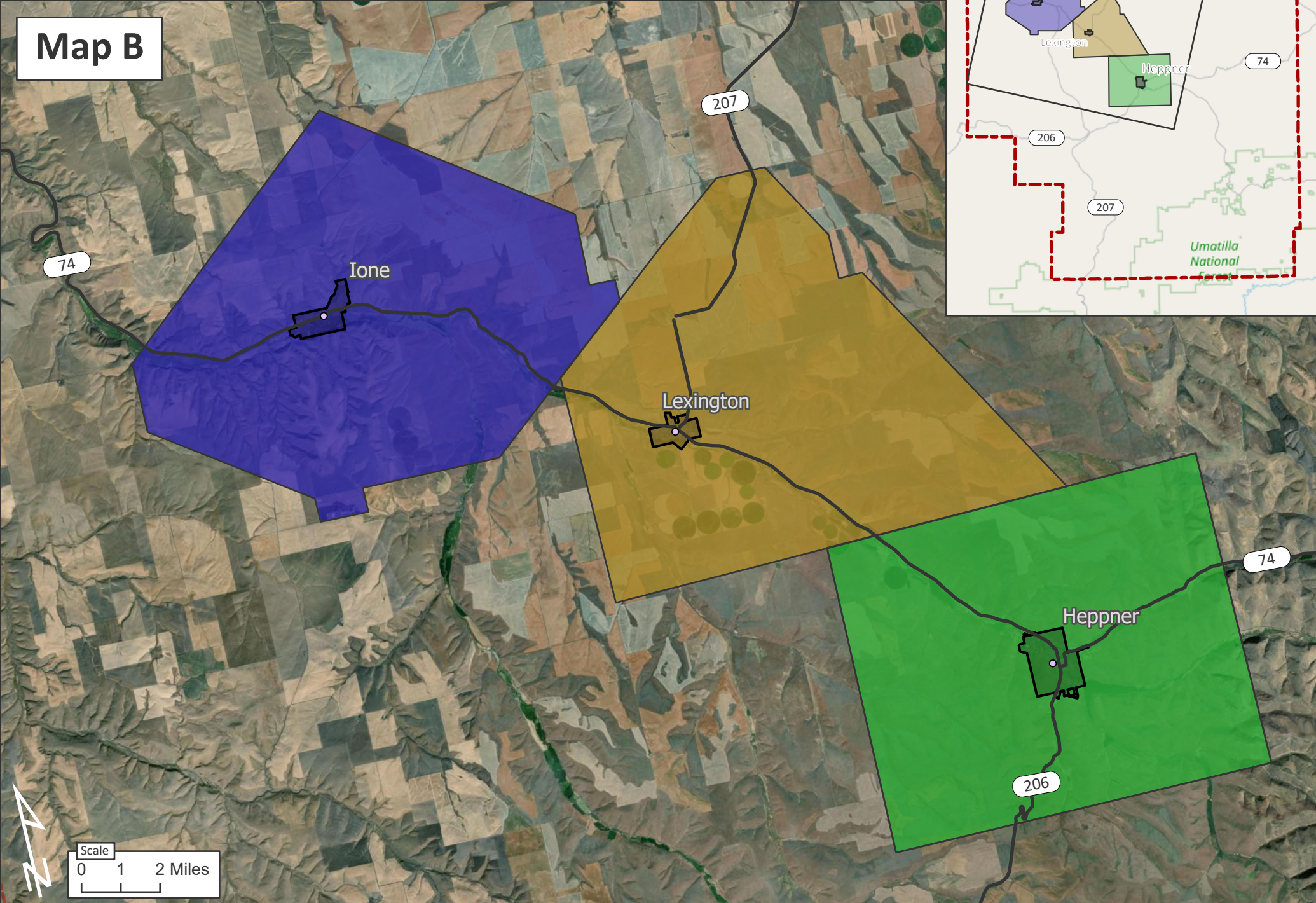
Commissioner – John Murray

Secretary – Joe Taylor

Map A



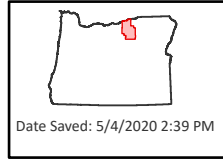
Map B



**CREZ
Proposed Zones**

Legend

Boardman = 32,031 ac ²	Ione = 32,051 ac ²
Heppner = 32,058 ac ²	Irrigon = 32,537 ac ²
	Lexington = 32,273 ac ²



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



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: Greg Sweek / Commissioner Russell
Department: Enterprise Zone
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: 5/6/2020

Resolution R-2020-7: Approving an Agreement Between the Sponsors
of the Enterprise Zone and Amazon Data Services, Inc.

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
Darrell Green 5-4-20 Administrator Required for all BOC meetings
5/4/2020 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):

The Columbia River Enterprise Zone (CREZ II) has entered into an "Agreement for Long-Term Rural Enterprise Zone Tax Abatement." The sponsor entities of the CREZ are required to review and approve the agreement through resolution.

The Board of Commissioner Options:

1. Sign the resolution as presented.
2. Request changes to the resolution
3. Opt no to sign the resolution.

2. FISCAL IMPACT:

If the Board chooses not to sign, it would make the agreement invalid, thereby impacting the discretionary payments and force the company into a tax paying situation, or the project may not occur.

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

Motion to approve Resolution R-2020-7, approving an agreement between the sponsors of the Columbia River Enterprise Zone and Amazon Data Services, Inc.

Attach additional background documentation as needed.

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

IN THE MATTER OF APPROVING)
AN AGREEMENT BETWEEN THE)
SPONSORS OF THE COLUMBIA) RESOLUTION NO. R-2020-7
RIVER ENTERPRISE ZONE AND)
AMAZON DATA SERVICES, INC.)

WHEREAS, Morrow County, the Port of Morrow and the City of Boardman are Sponsors of the Columbia River Enterprise Zone (II); and

WHEREAS, the Columbia River Enterprise Zone (I) was originally established in 1998 and the Columbia River Enterprise Zone (II) was reauthorized in 2009; and

WHEREAS, the Columbia River Enterprise Zone (II) is governed by an Intergovernmental Agreement which sets forth governance and authorizes the Columbia River Enterprise Zone II Board to negotiate and enter into Agreements on behalf of the Sponsoring Entities; and

WHEREAS, the Columbia River Enterprise Zone (II) Board has negotiated with Amazon Data Services, Inc., for extended abatement under the Standard Enterprise Zone requirements outlined in Oregon Administrative Rule Chapter 123 Division 674; and

WHEREAS, the Columbia River Enterprise Zone (II) Board and Manager have executed the Agreement (Attachment A); and

WHEREAS, Amazon Data Services, Inc., has submitted the necessary application to the Columbia River Enterprise Zone Manager (Attachment B);

**THE MORROW COUNTY BOARD OF COMMISSIONERS RESOLVES AS
FOLLOWS:**

To support the Agreement as negotiated by the Columbia River Enterprise Zone (II) Board with Amazon Data Services, Inc., and only at property described in the Oregon Enterprise Zone Certification Application submitted to the Columbia River Enterprise Zone Manager (Attachment B), by signing this statutorily required Resolution.

This Resolution shall be effective immediately.

Dated this 6th day of May 2020.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Approved as to Form:

Morrow County Counsel



P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Administration

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners

FROM: Darrell Green, County Administrator

DATE: May 1, 2020

RE: Administrator Monthly Report for April 2020

Below are the highlights for the month of April.


1. North County Government Building update:
 - a) We held our second Stakeholder meeting on Tuesday, April 21st to review the second design of the North Morrow County Government building. Stakeholders provided additional information to assist the architect with refining the basic design of the building and lot.
 - b) We continue to have weekly meetings with the Progressive Design Build Team to address the construction of the building and other items like, security, safety, IT, and furniture.
2. We finalized our Collective Bargaining Agreement with the Teamsters on April 2, 2020. This was my first negotiations with the Teamsters and I was impressed with the level of professionalism and collaboration by all who were involved.
3. The Morrow County Government Command Center Team meets weekly to discuss what action(s) the county should take in the event COVID-19 levels off/subsides or if it gets worse. We are working on a Continuity of Government plan.
4. The Leadership TEAM is continuing to work on the Morrow County Value- Teamwork. COVID-19 has given us many examples of great teamwork to discuss.
5. Kate and the Finance Department did a great job organizing and facilitating our Budget Hearings.
6. Our new Community Development Director, Gregg Zody and Interim Public Health Director, Diane Kilkenny are doing a great job leading their respective departments.
7. Other projects or activities
 - a) We are becoming more proficient using Zoom to facilitate our meetings!

b) Testing MS Teams with Matt Scrivner, Kate Knop, Gregg Zody, Eric Imes, Sandra Pointer and Stephanie Case.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green", with a long horizontal flourish extending to the right.

Darrell J Green

 Morrow County Sheriff's Office - Monthly Stats 2020							
Incident	Jan	Feb	Mar	April	May	June	
Alarms	8	8	6	3			
Animal Complaint	14	23	13	29			
Agency Assist	17	10	10	20			
Assaults	4	1	5	1			
Burglary	4	8	0	2			
CHL	29	11	17	0			
Citizen Assist	18	16	10	17			
Civil Service	69	54	56	16			
County Code Calls	44	34	31	23			
Heppner area	3	1	2	0			
Irrigon area	23	27	15	9			
Bdmn area	17	5	16	13			
lone/Lex area	0	1	1	1			
Death Investigation	1	0	1	0			
Disturbance	9	10	23	16			
Dog	52	50	52	39			
Driving Complaints	102	124	150	95			
Drunk/Impaired Driver	4	1	4	3			
EMS	15	14	16	12			
Hit & Run	4	3	4	2			
Juvenile Complaints	12	30	17	4			
Motor Vehicle Crashes	24	7	7	4			
RV Code	0	0	0	0			
Suicidal	6	6	1	4			
Suspicious Activity	49	33	25	38			
Theft	15	10	11	7			
Trespass	13	10	6	17			
Traffic Stops - Cite	63	49	64				
Total Traffic Stops	201	197	228	105			
UUMV-Stolen vehicle	1	0	1	2			
Welfare Check	12	12	14	11			
Totals	790	721	772	470			
Other Misc. Incidents	594	622	624	729			
Total # of Incidents	1384	1343	1396	1199			
Felony Arrests	25	19	12	7			
Total # of Arrests	50	36	30	24			



Morrow County Sheriff's Office - Monthly Stats 2020

Incident	July	August	Sept	October	Nov	Dec	
Alarms							
Animal Complaint							
Agency Assist							
Assaults							
Burglary							
CHL							
Citizen Assist							
Civil Service							
County Code Calls							
Heppner area							
Irrigon area							
Bdmn area							
lone/Lex area							
Death Investigation							
Disturbance							
Dog							
Driving Complaints							
Drunk/Impaired Driver							
EMS							
Hit & Run							
Juvenile Complaints							
Motor Vehicle Crashes							
RV Code							
Suicidal							
Suspicious Activity							
Theft							
Trespass							
Traffic Stops - Cite							
Total Traffic Stops							
UUMV-Stolen vehicle							
Welfare Check							
Totals							
Other Misc. Incidents							
Total # of Incidents							
Felony Arrests							
Total # of Arrests							



TREASURER

Gayle L. Gutierrez

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

5/6/2020

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

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

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

The interest rate in March for the Local Government Investment Pool was 2.08% average. I was notified that the rate will be 2.00% as of March 11, 2020.

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

The interest rate for Community Bank is .02%.

Outstanding checks as of March 31, 2020 was \$55,027.56.

The statement for the LGIP is also included.

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: MARCH 31ST, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	8,952,983.66 (	729,368.06)	8,223,615.60
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,768.17	31.05	17,799.22
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	1,194,934.09	2,088.13	1,197,022.22
202-100-1-10-1500		ROAD FC W/TREASURER	2,911,480.44	173,327.67	3,084,808.11
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	803,691.25	33,565.82	837,257.07
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	54,437.51	1,862.81	56,300.32
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	37,905.53 (	6,340.52)	31,565.01
207-100-1-10-1500		911 FC W/TREASURER	284,364.93 (	25,362.23)	259,002.70
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	236,245.81	1,839.08	238,084.89
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	612,926.02	126,552.35	739,478.37
211-100-1-10-1500		MCSD CO SCHOOL FC W/TREAS	378.58 (	184.03)	194.55
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	36.86 (	17.91)	18.95
214-100-1-10-1500		FAIR FC W/TREASURER	269,539.54 (	2,919.70)	266,619.84
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	36,038.18	10,062.98	46,101.16
216-100-1-10-1500		STF FC W/TREASURER	281,233.24 (	6,131.07)	275,102.17
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	45,893.00	15,080.20	60,973.20
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	23,760.97	41.52	23,802.49
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	51,871.84 (	7,622.95)	44,248.89
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	34,881.44 (	8,636.24)	26,245.20
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	47,448.35	82.92	47,531.27
223-100-1-10-1500		CAMI GRANT FC W/TREAS	30,779.07	5,318.40	36,097.47
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	15,562.91	27.20	15,590.11
225-100-1-10-1500		STF VEHICLE FC W/TREAS	143,998.68	251.64	144,250.32
226-100-1-10-1500		FAIR ROOF FC W/TREAS	22,590.67	39.48	22,630.15
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	23,005.90	197,040.20	220,046.10
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	19,222.67	33.59	19,256.26
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	6,244.48	19,280.23	25,524.71
230-100-1-10-1500		RODEO FC W/TREAS	19,235.43 (	19,235.71) (	0.28)
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	65,616.83	2,335.99	67,952.82
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	21,462.83	193.64	21,656.47
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,882.77	52.22	29,934.99
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	15,968.74	27.91	15,996.65
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	863,960.58	1,509.76	865,470.34
238-100-1-10-1500		PARK FC W/TREAS	201,035.64 (	30,017.53)	171,018.11
240-100-1-10-1500		EQUITY FC W/TREAS	250,653.70	438.01	251,091.71
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	806,274.82 (	66,575.13)	739,699.69
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	861.97	1.51	863.48
245-100-1-10-1500		WPF FC W/TREASURER	6,257.73	0.00	6,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	69,515.81	121.48	69,637.29
322-100-1-10-1500		COURT SECURITY FC W/TREAS	117,161.81 (	394.59)	116,767.22
500-100-1-10-1500		ECHO WINDS FC W/TREAS	7,097.83	12.40	7,110.23
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	118,625.92	207.30	118,833.22
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	40,671.53 (	5,489.77)	35,181.76
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	7,854.59	13.73	7,868.32
510-100-1-10-1500		P & P FC W/TREAS	373,087.79 (	41,527.48)	331,560.31
514-100-1-10-1500		IONE SD B & I FC W/TREAS	2,815.41 (	1,365.63)	1,449.78

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: MARCH 31ST, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		944.01 (	462.14)	481.87
516-100-1-10-1500	RADIO DIST FC W/TREAS		5,120.53 (	2,488.88)	2,631.65
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		764.38 (	375.44)	388.94
521-100-1-10-1500	PGE CARTY FC W/TREAS		65,685.33	114.78	65,800.11
522-100-1-10-1500	SHERIFF RES FUND/TREAS		0.00	0.00	0.00
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		27,509.87 (	13,378.25)	14,131.62
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.07	0.00	0.07
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		5,177.84 (	2,465.40)	2,712.44
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		2,819.36 (	1,347.66)	1,471.70
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		16,033.27	119.29	16,152.56
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		72.83 (	34.96)	37.87
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,542.85	6.43	3,549.28
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		2,533.73 (	1,231.56)	1,302.17
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		27,486.74 (	13,360.73)	14,126.01
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		5,446.03 (	2,637.55)	2,808.48
633-100-1-10-1500	CITY OF IONE FC W/TREAS		861.58 (	416.38)	445.20
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		2,755.57 (	1,334.54)	1,421.03
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		534.60 (	258.15)	276.45
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		17,091.74 (	8,318.46)	8,773.28
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		862.79 (	418.04)	444.75
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		1,600.37 (	775.39)	824.98
640-100-1-10-1500	IONE RFPD FC W/TREAS		800,462.90 (	5,832.77)	794,630.13
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		117.69	1.01	118.70
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		454.21 (	224.31)	229.90
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		716.99 (	347.36)	369.63
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		125,232.69	531.54	125,764.23
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		300.51 (	146.04)	154.47
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		2,113.87 (	1,023.54)	1,090.33
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		4,791.83 (	2,366.34)	2,425.49
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		1,194.14 (	580.36)	613.78
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		10,814.78 (	5,256.70)	5,558.08
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		798,453.04	8,654.25	807,107.29
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		133.34 (	64.56)	68.78
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		110,417.88 (	53,598.30)	56,819.58
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,586,813.16	13,730.49	1,600,543.65
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		18,380.85 (	8,932.12)	9,448.73
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.26	0.02	14.28
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,031.75	127.50	26,159.25
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		7,281.59	12.72	7,294.31
658-100-1-10-1500	BMCC FC W/TREASURER		19,739.12 (	9,592.16)	10,146.96
659-100-1-10-1500	BMCC B & I FC W/TREASURER		6,849.81 (	3,341.18)	3,508.63
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		6,546.61 (	3,186.55)	3,360.06
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		641.09 (	310.49)	330.60
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		6,595.35 (	3,207.73)	3,387.62
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		2,491.63 (	1,195.30)	1,296.33

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: MARCH 31ST, 2020

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
667-100-1-10-1500	EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	10,855.63	18.97	10,874.60
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS	1,379.56	122.50	1,502.06
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,144.72	2.00	1,146.72
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	94,858.83	165.76	95,024.59
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	5,968.00	5,543.44	11,511.44
682-100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	1,927.69	16.55	1,944.24
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,255,460.10	2,193.92	1,257,654.02
685-100-1-10-1500	STATE HOUSING FC W/TREAS	18,597.37	9,100.43	27,697.80
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	73,909.90	129.16	74,039.06
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	10,061.72 (	4,871.80)	5,189.92
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	428.32 (	204.38)	223.94
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	623.31 (	298.13)	325.18
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	21,357.70 (	21,357.70)	0.00
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	2,210.20 (	2,210.20)	0.00
TOTAL CLAIM ON CASH		24,465,639.07 (	496,610.12)	23,969,028.95

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	500,148.25 (	65,103.80)	435,044.45
999-100-1-10-1502	PAYROLL BEO	11,709.51	1.42	11,710.93
999-100-1-10-1503	STATE TREASURY POOL	23,952,845.37 (	431,507.74)	23,521,337.63
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.17	0.00	100.17
999-100-1-10-1508	US BANK	3.53	0.00	3.53
SUBTOTAL CASH IN BANK - POOLED CASH		24,464,806.83 (	496,610.12)	23,968,196.71

WAGES PAYABLE

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

TOTAL CASH IN BANK - POOLED CASH		24,464,806.83 (496,610.12)	23,968,196.71
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OREGON
STATE
TREASURY

Account Statement - Transaction Summary

For the Month Ending **March 31, 2020**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP		Asset Summary	
		March 31, 2020	February 29, 2020
Opening Balance	23,952,845.37		
Purchases	287,610.55		
Redemptions	(719,118.29)		
<hr/>			
Closing Balance	\$23,521,337.63	23,521,337.63	23,952,845.37
Dividends	41,913.72		
<hr/>			
		\$23,521,337.63	\$23,952,845.37



Account Statement

For the Month Ending **March 31, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					23,952,845.37
Opening Balance					23,952,845.37
03/02/20	03/02/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	1,977.77	23,954,823.14
03/02/20	03/02/20	LGIP Fees - ACH Redemption (9 @ \$0.05 - From 4206) - February 2020	1.00	(0.45)	23,954,822.69
03/02/20	03/02/20	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - February 2020	1.00	(0.20)	23,954,822.49
03/03/20	03/03/20	SFMS Fr:Administrative Services, Dept of U.S. Taylor Grazing	1.00	50.54	23,954,873.03
03/03/20	03/03/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,197.13	23,960,070.16
03/04/20	03/04/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	1,652.00	23,961,722.16
03/04/20	03/04/20	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	891.87	23,962,614.03
03/06/20	03/06/20	Redemption - ACH Redemption	1.00	(55.00)	23,962,559.03
03/06/20	03/06/20	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(26,588.93)	23,935,970.10
03/06/20	03/06/20	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(944.01)	23,935,026.09
03/06/20	03/06/20	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(764.38)	23,934,261.71
03/06/20	03/06/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(4,791.83)	23,929,469.88
03/06/20	03/06/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(10,814.78)	23,918,655.10
03/06/20	03/06/20	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(32,664.58)	23,885,990.52
03/06/20	03/06/20	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(110,796.46)	23,775,194.06
03/06/20	03/06/20	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(18,380.85)	23,756,813.21
03/06/20	03/06/20	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(12,913.99)	23,743,899.22
03/09/20	03/09/20	Redemption - ACH Redemption	1.00	(72.83)	23,743,826.39
03/10/20	03/10/20	Redemption - ACH Redemption	1.00	(165.00)	23,743,661.39



Account Statement

For the Month Ending **March 31, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
03/13/20	03/13/20	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	90,881.95	23,834,543.34
03/16/20	03/16/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	3,024.43	23,837,567.77
03/16/20	03/16/20	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	533.48	23,838,101.25
03/17/20	03/17/20	ODOT - ODOT PYMNT	1.00	87,536.06	23,925,637.31
03/18/20	03/18/20	ODOT - ODOT PYMNT	1.00	27,274.37	23,952,911.68
03/19/20	03/19/20	Redemption - ACH Redemption	1.00	(110.00)	23,952,801.68
03/20/20	03/20/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	2,515.82	23,955,317.50
03/25/20	03/25/20	Redemption - ACH Redemption	1.00	(55.00)	23,955,262.50
03/25/20	03/25/20	Redemption - ACH Redemption	1.00	(500,000.00)	23,455,262.50
03/27/20	03/27/20	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	24,161.41	23,479,423.91
03/31/20	04/01/20	Accrual Income Div Reinvestment - Distributions	1.00	41,913.72	23,521,337.63



OREGON
STATE
TREASURY

Account Statement

For the Month Ending **March 31, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					23,521,337.63
		Month of March	Fiscal YTD July-March		
Opening Balance		23,952,845.37	15,281,267.90	Closing Balance	23,521,337.63
Purchases		287,610.55	36,112,739.18	Average Monthly Balance	23,783,829.10
Redemptions		(719,118.29)	(27,872,669.45)	Monthly Distribution Yield	2.08%
<hr/>					
Closing Balance		23,521,337.63	23,521,337.63		
Dividends		41,913.72	335,222.50		



OREGON
STATE
TREASURY

Daily Confirmation of Activity

as of March 31, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,479,423.91
03/31/20	04/01/20	Accrual Income Div Reinvestment - Distributions	1.00	41,913.72	23,521,337.63
Closing Balance					23,521,337.63



Daily Confirmation of Activity
as of *March 27, 2020*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,455,262.50
03/27/20	03/27/20	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	24,161.41	23,479,423.91
Closing Balance					23,479,423.91



Daily Confirmation of Activity

as of March 20, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
03/20/20	03/20/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	2,515.82	23,952,801.68
Closing Balance					23,955,317.50



Daily Confirmation of Activity
as of *March 19, 2020*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,952,911.68
03/19/20	03/19/20	Redemption - ACH Redemption	1.00	(110.00)	23,952,801.68
Closing Balance					23,952,801.68



OREGON
STATE
TREASURY

Daily Confirmation of Activity as of March 18, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,925,637.31
03/18/20	03/18/20	ODOT - ODOT PYMNT	1.00	27,274.37	23,952,911.68
Closing Balance					23,952,911.68



Daily Confirmation of Activity
as of March 17, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,838,101.25
03/17/20	03/17/20	ODOT - ODOT PYMNT	1.00	87,536.06	23,925,637.31
Closing Balance					23,925,637.31



Daily Confirmation of Activity
as of March 16, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,834,543.34
03/16/20	03/16/20	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	533.48	23,835,076.82
03/16/20	03/16/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	3,024.43	23,838,101.25
Closing Balance					23,838,101.25



Daily Confirmation of Activity
as of March 13, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,743,661.39
03/13/20	03/13/20	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	90,881.95	23,834,543.34
Closing Balance					23,834,543.34



Daily Confirmation of Activity
as of March 10, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,743,826.39
03/10/20	03/10/20	Redemption - ACH Redemption	1.00	(165.00)	23,743,661.39
Closing Balance					23,743,661.39



Daily Confirmation of Activity
as of *March 9, 2020*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,743,899.22
03/09/20	03/09/20	Redemption - ACH Redemption	1.00	(72.83)	23,743,826.39
Closing Balance					23,743,826.39



Daily Confirmation of Activity
as of March 6, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,962,614.03
03/06/20	03/06/20	Redemption - ACH Redemption	1.00	(55.00) ✓	23,962,559.03
03/06/20	03/06/20	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(26,588.93) ✓	23,935,970.10
03/06/20	03/06/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(10,814.78) ✓	23,925,155.32
03/06/20	03/06/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(4,791.83) ✓	23,920,363.49
03/06/20	03/06/20	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(32,664.58) ✓	23,887,698.91
03/06/20	03/06/20	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(944.01) ✓	23,886,754.90
03/06/20	03/06/20	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(764.38) ✓	23,885,990.52
03/06/20	03/06/20	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(18,380.85) ✓	23,867,609.67
03/06/20	03/06/20	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(12,913.99) ✓	23,854,695.68
03/06/20	03/06/20	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(110,796.46) ✓	23,743,899.22
Closing Balance					23,743,899.22



Daily Confirmation of Activity
as of March 4, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
03/04/20	03/04/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	1,652.00 ✓	23,960,070.16
03/04/20	03/04/20	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	891.87 ✓	23,961,722.16
Closing Balance					23,962,614.03



Daily Confirmation of Activity
as of March 3, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,954,822.49
03/03/20	03/03/20	SFMS Fr:Administrative Services, Dept of U.S. Taylor Grazing	1.00	50.54	23,954,873.03
03/03/20	03/03/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,197.13	23,960,070.16
Closing Balance					23,960,070.16



Daily Confirmation of Activity
as of *March 2, 2020*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					23,952,845.37
03/02/20	03/02/20	LGIP Fees - ACH Redemption (9 @ \$0.05 - From 4206) - February 2020	1.00	(0.45)	23,952,844.92
03/02/20	03/02/20	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - February 2020	1.00	(0.20)	23,952,844.72
03/02/20	03/02/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	1,977.77	23,954,822.49
Closing Balance					23,954,822.49

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

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

Assessment & Tax Quarterly Report

2. FISCAL IMPACT:

None

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

Please Read

Attach additional background documentation as needed.



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

ASSESSMENT & TAXATION

MIKE GORMAN
Assessor/Tax Collector

County Commissioners
Administrative Staff,

Assessment & Tax Department Report 5/1/20

1. Tax Office

- About \$1,112,500 of current year taxes left to collect. (about normal)
- Second Trimester notices were sent April 17, and are due May 15.

2. Appraisal staff

- With the issues pertaining to COVID 19, the appraisal staff has only been working in the office and all appraisal field work has been suspended since mid-March. Our plan was to reappraise South County towns this year, but that has been put off to next year at the earliest. The appraisal staff has been completing and reviewing all field work that was performed before the outbreak and have been processing real and personal property returns, farm use applications and Dept of Revenue Value Transmittal Sheets. We are reviewing sales to prepare for the Sales Ratio Study.

3. Assessor/Tax Collector

- All department staff have been working limited schedules but I have been at the office regularly 5 days a week. I have completed budget estimates for districts, GASB 77 information for districts, submitted the CAFFA Grant and have been processing annual Enterprise Zone Claims. We are busy reviewing several Partition Plats and Property Line Adjustments. I have spent a considerable amount of time the last few months responding to questions and information requests regarding CREZ II what any new CREZ. I am currently working on the annual farm use study and annual sales ratio study.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Mike Gorman".

Mike Gorman,
Morrow County Assessor/Tax Collector

RS EXCHANGE

REGIONAL SOLUTIONS

Weekly Report

Wednesday, April 29, 2020

Below are some highlights from the Governor's [Regional Solutions \(RS\) Coordinators](#), on behalf of the eleven interagency teams across Oregon.

Regional Solutions (RS) Director – Leah Homer

North Coast Region – Jennifer Purcell

- **North Coast Economic Recovery Team** – The North Coast Economic Recovery Team is comprised of local, regional, state, and federal economic and workforce development partners. Convened by Regional Solutions, the team is sharing information about impacts and needs, resources and supports, and planning for recovery.
 - Update – This week the team reviewed draft guidance for the public and employers in the phase one reopening, as well as sector-specific operational guidelines for retail establishments and restaurants. Feedback was provided to the Governor's Coronavirus Economic Advisory Council. Team members also engaged in robust discussion regarding the phased reopening and the tension between public health objectives and the needs of business.
- **Reopening Framework presentations** – Regional Solutions provided information about the Governor's reopening framework to the Tillamook County Incident Management Team, Clatsop County and Columbia County Leadership Teams, and the Warrenton City Commission. Several of the presentations were provided in concert with County Public Health Officials, informing county reopening planning.
- **Tillamook SBDC Fish Biz Webinar** – The Tillamook County Small Business Development Center has been hosting weekly webinars with the coastal fishing community, sharing resources and information. Regional Solutions introduced the Governor's reopening framework on this week's webinar and discussed general employer guidance for phase one operations. While Oregon Department of Fish and Wildlife's (ODFW) "non-resident" fishing restrictions remain in effect, recreational fishing is allowable for Oregonians. Charter operators are seeking clarification on restrictions and guidance for re-opening and direction regarding what health and safety measures should be taken to protect customers and crew.

Mid-Valley Region – Jody Christensen

- **Mid-Valley Economic Recovery Team** – includes representatives from the Employment Department, Small Business Development Center, the Workforce Investment Board, utilizes, Mid-Willamette Valley Council of Governments, county commissioners, the Oregon Community

Foundation, early learning hubs, city and tribal governments, chambers, state and regional economic development, local emergency managers, destination marketing organizations, Chemeketa Community College, and federal delegation representatives. The team meets twice weekly to coordinate and communicate recovery efforts in the region. We have also established weekly calls with the Mid-Valley County Commissioners and tribal government representative, the Mid-Valley Economic Development Alliance and Mid-Valley Chambers Alliance.

- Update – This week the team reviewed to the restaurant, retail, childcare, and outdoor recreation public health Phase 1 draft guidelines. County Public Health, Mid-Valley Economic Development Alliance, and Mid-Valley Chamber of Commerce Alliance participated as well in the meeting and outreach.
- **Reopening Oregon Framework Presentations** – Regional Solutions has presented the framework and received input from the Polk County/Dallas community; the McMinnville Chamber of Commerce’s board and members; the Polk County Monthly Breakfast for local governments and community stakeholders; and the Office of Diversity, Equity, and Inclusion Economic and Business Stakeholders meeting.
- **Faith-based Leader Meeting** – Marion County Commissioner Colm Willis convened a meeting with 108 faith leaders to explore how they might open under social distancing public health guidelines. RS joined in to hear the discussion.

South Valley/Mid Coast Region – Sarah Means

- **The SVMC Economic Recovery Team** – includes representatives from the Employment Department, Business Oregon, local and regional economic development professionals, Workforce Investment Boards, ports, and federal delegation representatives. The Team meets regularly to share information, identify immediate needs and understand impacts. Impacts as a result of COVID-19 are impacting all industry sectors in the region.
- **Identified needs/challenges this past week include:**
 - With the introduction of the Reopening Oregon Framework, there have been a significant number of questions related to the presentation. Counties are beginning to put together their own framework based on the Oregon structure.
 - Unemployment insurance continues to be a significant concern and what we are getting the most number of questions on.
 - Communities continue to have many questions on the Coronavirus Relief Fund and what that will mean for local governments.
 - Coastal communities have concerns about reopening by region. Lincoln County has extended their closure until May 31. Coordination with State Parks and ODFW is essential.
 - The worker relief fund is critical for immigrant families. More information is needed.
 - Corporate Activity Tax continues to be a topic of conversation within the business community.
 - Sector guidelines were sent to the ERT for feedback this past week. RS is compiling comments.
- **Best practices include:**
 - Centro Latino Americano surveyed in Lane County to learn more about the unique challenges facing the Latino community. There was a significant amount of learning as a result and those surveyed offered more than 70 suggestions for support in the response to COVID-19. Those suggestions represented a call to action on the part of Lane County

leaders. Suggestions included creation of a financial assistance fund to support those that are ineligible for federal funding, eliminate barriers to food access, launch a coordinated and intentional communications strategy, and implement a community awareness campaign about COVID-19 and the impact on the immigrant and Latino residents.

- The City of Yachats continues to innovate with their financial assistance to local residents and businesses.
 - A local church has set up a fund to provide \$300 per week in grant funding for unemployed workers who have not yet received unemployment checks.
 - The same local church has set up a fund to help with small businesses who haven't received any funding. Between these two funds, approximately \$150,000 in grants have been contributed to the community.
 - The City of Yachats has created a matching fund program for anyone who spends \$25.00 or more on food at a local restaurant or merchandise at a local retail store. Individuals are asked to turn in receipts. As of April 28, receipts turned in totaled more than \$21,000. The City capped that funding at \$5000.
 - The City also approved an emergency loan program allocating \$100,000 in loans to local businesses. Maximum loan amount is \$4000. Community Lending Works is administering the program on behalf of the City.

Southern & South Coast Regions – Alex Campbell

- **South Coast Umpqua Recovery Team**
 - Members heard presentation on Re-Opening Oregon Framework. (Questions/issues raised previously provided in daily.)
 - Governor Brown joined the call and addressed those questions.
- **Southern Oregon Recovery Team**
 - Process for accepting input on industry sector guidance was shared.
 - Governor Brown joined the call and heard input/questions.
 - WIB Director Jim Fong expressed that there was more room for collaboration between the Higher Education Coordinating Committee and Oregon Health Authority on health worker training.
 - Rep. Marsh asked for a business communications strategy for when the \$10M provided under the Emergency Board/Business Oregon allocation rolls out.
 - Jackson County has co-signed the Douglas/Curry/Coos/Josephine counties request for “early opening”—with caveats, particularly in terms of Jackson County needing to continue prioritizing their resources for their residents.
 - Multiple participants raised issues of business concerns about liability in re-opening.
 - Allcare reported good success with tele-health; some clinics have increase appointments by 70%.

Metro Region – Raihana Ansary

- **Metro Economic Response Team**
 - Background: The Governor's Metro Regional Solutions (RS) Team is partnering with Greater Portland, Inc. (GPI), to co-convene a Metro Economic Response Team. In addition to state agencies (Business Oregon, Oregon Employment Department, Bureau of Labor & Industry, Small Business Advocate, Oregon Housing & Community Services, and Travel Oregon), a number of partners in the Portland-metro region have been

invited to participate including business associations, city and county economic development practitioners, community-based organizations, labor, members of the Governor's Metro Regional Solutions Advisory Committee and workforce development organizations.

- Update: The Team had its sixth meeting. Congressman Earl Blumenauer was scheduled to join but had to reschedule since he was called back to D.C. for a house floor vote on additional funding for small businesses. His field staff, Jason Little, joined on his behalf and shared the following information:
- The bill proposes the following:
 - \$310 billion in additional loan funding for the Paycheck Protection Program (PPP). \$250 billion of that is unrestricted, lent out via SBA's preferred lending partners
 - \$60 billion for smaller community financial institutions to support small business
 - \$50 billion for Economic Injury Disaster loan (EIDL) program
 - \$10 billion for EIDL advance grants
 - \$2.1 billion for SBA administrative expenses
 - \$75 billion for hospitals
 - \$25 billion for testing (\$11 billion for states, the rest for federal agencies)
- A more comprehensive recovery package "CARES Act 2.0" is still to come. Congressman Earl Blumenauer will join the Metro Economic Response Team meeting next Thursday, April 30 to share his priorities for recovery including a fourth stimulus package.
- Metro RS presented the Governor's Framework for Reopening. The following questions were asked:
 - What was the process for determining who is on the industry-sector groups and if/how is the Governor's Office working to ensure that a broad geographic and equity (i.e. racial/ethnic, etc.) lens is applied in the process?
 - Who is the appropriate contact person for industry-sector groups for individuals who are interested in being involved in sector-specific planning?
 - Can workforce development organizations be involved in future industry-sector groups? It's important to include employee/labor perspectives.
 - Is there a performing arts, travel and tourism industry-sector work group?
 - Will there be timelines for community events in the summer? Will there be guidance in the framework the week of May 4?
 - Will summer camps for school-aged children be considered childcare under this framework?
- Congressman Earl Blumenauer is scheduled to join the next Metro Economic Response Team meeting on Thursday, April 30 to share his priorities for recovery including a fourth stimulus package. Metro RS will also present draft industry-sector recommendations that are released for feedback.
- **City of Portland Economic Impact Action Committee** – Metro RS presented the Governor's Reopening Framework to the city of Portland's Economic Impact Action Committee, which includes Portland Mayor Ted Wheeler, Prosper Portland Executive Director, -Kimberly Branam, Worksystems Director - Andrew McGough, Multnomah County Commission and economic development staff and community-based partner organizations. There were at least 38 people in the zoom meeting. The following questions were asked:
 - Is phase 3 back to normal? Or, are there still restrictions in this phase?
 - Will there be consideration for other industry-sector groups including the performing arts and sports?
 - What does the west coast Governor's pact mean in practice?

- **Regional Disaster Preparedness Organization** – Metro RS was invited to RDPO’s policy committee, which consists of elected officials in a five county area (Clackamas, Multnomah, Washington, Columbia and Clark), to present an update on the Metro Economic Response Team and talk about potential plans for recovery. Metro RS provided background information on RS and shared ways in which we may help with regional recovery efforts, including but not limited to through the implementation of infrastructure projects and by offering interagency state technical assistance to regional recovery planning efforts. For example, Metro RS will participate in Greater Portland, Inc.’s community economic development strategy (CEDs) update with Business Oregon, Metro and other partners in the region. The CEDs will include a resiliency component that will be coupled with an economic recovery plan for the region. Metro RS looks forward to working with Greater Portland Inc., Metro, Business Oregon and others on this effort.

- **Portland General Electric / West Linn Waterfront Redevelopment**
 - Background: In late 2017, the city of West Linn began a process to create a vision for the city’s waterfront’s future. More than half the land comprising the waterfront redevelopment area belongs to Portland General Electric (PGE) and they are partnering with the city to create a future vision for the area. PGE is exploring possibilities for a 15-acre island parcel and an 84-acre upland property and hired a consultant to evaluate the sites and assess their future potential. Future possibilities that are being considered / evaluated include the following:
 - Open space, a recreational or historic park, and or historic preservation of select structures and equipment;
 - Public access with emphasis on active recreation;
 - Mixed-use scenarios that may include commercial, office and or residential.
 - Update: The entire Metro RS team met remotely with the Portland General Electric’s (PGE) project team and city of West Linn planning staff for a quarterly update on the project. Thank you, Tracy Schwartz of the State Historic Preservation Office (SHPO) for working to review PGE’s consultant’s findings on the historic resources on their property. As part of this review, 44 buildings were evaluated and 20 are deemed historic. SHPO’s analysis reaffirmed Portland General Electric’s (PGE) consultant’s findings. The demolition for Mill J is completed. PGE was encouraged to consult with Mark Pew at the Department of Environmental Quality (DEQ) for technical assistance around the abatement of hazardous materials. PGE expressed concerns over limited access off of HWY 43 to PGE’s property due to the traffic roundabout. Thank you Vanessa Vissar, Metro RS liaison to the Oregon Department of Transportation (ODOT) for looking into this issue and following-up with PGE about ODOT feedback. PGE also asked Jeff Boechler of the Oregon Department of Fish & Wildlife (ODFW) about their plans to do repair work this summer on the fish ladder that is on their property. Thank you, Jeff Boechler, for following-up with PGE about ODFW’s specific plans.

- **Vance & Yeon Project**
 - Background: Multnomah County property located in the NW corner of Gresham on the Portland border and near the Rockwood Town Center, which is one of the state’s most diverse areas and where nearly 70 different languages are spoken in the home. The total plan area is about 90 acres and includes Vance Park, Vance Pit and Yeon sites. Roughly 72 acres are zoned industrial with the remaining 18 acres zoned transit/low density/residential. There is a legacy of historic landfill activities and there are slope stabilization and stormwater treatment needs. The county would like to redevelop the area for county services such as a potential animal services shelter, emergency command center or flagship library branch for outer east county. The county is also interested in exploring other potential uses such as housing or employment in the area.

- Update: Multnomah County project team requested a letter of support for their Metro 2040 planning grant application. Metro RS reviewed a draft letter of support for the project with the Metro RS Advisory Committee for their approval. The Metro RS advisory committee did not express concerns so the letter of support was finalized and sent to Multnomah County to be included with their grant application submission. The Vance & Yeon Project is a Metro RS priority project and we continue to be actively engaged. Metro RS helped Multnomah County access brownfield redevelopment funds from Business Oregon and encouraged them to apply for solid waste orphan funds from the Department of Environmental Quality (DEQ). Metro RS continues to provide interagency coordination and technical assistance.

North Central Region – Nate Stice

- **North Central Oregon Recovery Team** – The Mid-Columbia Economic Development District and Region Regional Solutions stood up the bi-state Columbia Gorge/Mid-Columbia Bi-State Economic Resilience Team. The structure for the team was outlined in a 2019 report produced by [MCEDD](#). This emphasis of the team this week has been three-fold: 1) solidifying coordination with local public health; 2) educating all levels on the reopening framework; 3) planning for and launching sector guidance.
- **Weekly meeting/industry highlight** – the Governor joined the Mid-Columbia Economic Recovery Team and heard from several local public health leaders. During the meeting the team engaged in a dialogue with public health officials representing seven counties to understand their thoughts on reopening, progress on gating criteria, and to think about any ways we can help. The dialogue has already led to help and innovation around items like cleaning supplies.
- **Process highlight** – the team developed a step-by-step adaptable roll out plan for industry reopening framework that leads with conversation with local public health professionals before other sets of stakeholders, which proved very useful in thinking about the right way to distribute guidance, needed messaging, etc. The team has already updated the framework to help control further information flow.
- **Next week**
 1. Team members are sitting in on county reopening conversations to help keep them grounded in public health considerations.
 2. The team is working on how to support public health and the business as they sort through guidance and is working on a plan to provide a full day training event with relevant partners to help businesses understand the guidelines, get them thinking about how they can operate, and hear their concerns around needs.

Central Region – Annette Liebe

- **Central Oregon Economic Response/Recovery Team (ERT)** – The team was honored to be joined by Governor Brown for a comments, questions and answers. The questions focused on re-opening of state boat launches, concerns about liability (Governor indicated strategies are based on science and data), questions about re-opening places of worship, the need for unemployment to reach self-employed people and sole proprietors, how will the state and local assistance funds in the CARES Act be allocated to city and counties, as well as, the need to reach out to farmers to train farm workers. The team also heard from the OSU Cascades Co-lab on an innovation summit series they are developing with partners to assist business owners, and

potential micro lending programs. Team members were asked to reach out to Annette Liebe to participate in the sector specific protocol review.

- **Small business grant and loan program** – Central Oregon Intergovernmental Council (COIC) received funding from the Oregon Community Foundation for small business grant programs in Sisters, La Pine, Jefferson County and in partnership with the Latino Community Association. COIC also stood up an emergency small business loan fund.
- **Economic Development Sub-Committee Central Oregon ERT** – The sub-committee reviewed the draft protocols for the public, employers and the retail and restaurant sectors. Overall, there were several commenters who had concerns about the discretionary language in the protocols. There were concerns about the availability of equipment to do temperature checks. For restaurants, there was a request for clear best practices, while others indicated restaurants in their communities are fine with discretionary language and will develop their own best practices. Some restaurants will not re-open during Phase 1 because the requirements add costs that can't be overcome with a 50% capacity limit. For retail there were questions about what to do with clothing items customers had tried on. There were also questions about how these protocols would be enforced.

South Central Region – Annette Liebe

- **South Central Oregon Recovery Team** – The team reviewed the draft protocols for the public, employers, and the retail and restaurant sectors. There were questions about who and how these protocols would be enforced. The City of Klamath Falls indicated that they do not see local law enforcement as the appropriate enforcing agency. There was also feedback that the discretionary language made it difficult to determine if the proper measures were indeed being taken. Bright lines are helpful to reduce liability and make it easier for businesses to demonstrate compliance. Many restaurants will choose not to open during Phase 1; the costs associated with the protocols are too great given the 50% capacity limit for restaurants. They will do better just continuing with take out.

Greater Eastern & Northeast Regions – Courtney Warner Crowell

- **Eastern Oregon Regional Economic Recovery Team** – This week the Eastern Oregon Regional Economic Recovery Team met to review the industry sector guidelines that have been drafted to provide input to the Governor's Coronavirus Economic Advisory Council. Overall the Recovery Team felt like even though these recommendations will be painful for businesses to comply with, it was better to open than stay closed and they could meet the requirements. Additionally, all the counties in Eastern Oregon have either already submitted a reopening plan to the Governor or they are in the process of finalizing and sending to the Governor. Overall, counties in Eastern Oregon are eager to begin reopening.



PLANNING DEPARTMENT

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April 24, 2020

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

Dear Mrs. Clifford,

Morrow County appreciates the opportunity to comment on Request for Amendment 5 (RFA5) of the Wheatridge Wind Energy Facility Site Certificate. It is the understanding of Morrow County that RFA5 proposes to bifurcate the site certificate and transfer a portion of the site certificate to a new limited liability company.

At this time, Morrow County does not have any comments related to RFA5.

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

Regards,

A handwritten signature in blue ink, appearing to read "Stephen Wrecsics".

Stephen Wrecsics
GIS Planning Technician

Cc: Stephanie Case, Interim Morrow County Planning Director
Matt Scrivner and Sandra Pointer, Morrow County Public Works

Wheatridge Wind Energy Facility
Request for Comments, RFA5

April 24, 2020

Page 1 of 1

GREG WALDEN
SECOND DISTRICT, OREGON

ENERGY AND COMMERCE
CHAIRMAN

E-MAIL VIA WEBSITE:
<http://walden.house.gov>



Congress of the United States
House of Representatives

May 5, 2020

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The Honorable Kate Brown
Governor of Oregon
State Capitol
Salem, OR 97310

Dear Governor Brown,

I know we share a common commitment to do all we can to make sure our local governments are not left out of the equation when funds provided to the state for unbudgeted, COVID-19-related expenses. In my regular conversations with county commissioners, mayors, councilors and special district leaders, it is clear that they have unbudgeted, COVID-19-related costs and they are in definite need of financial assistance.

Governor, as you and I have discussed, while the funds Congress made available to states cannot be used for direct revenue replacement, the Department of Treasury has continued to issue guidance making clear that COVID-related costs borne by local government are eligible for assistance from the state. The latest guidance came out last night and can be found at: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Importantly, many states—including our neighbors in Washington and Idaho—have already moved forward to make funds available to their local government partners. The governor of Idaho established an advisory committee that recommended, among other things, that \$94 million be set aside on a per-capita basis for each city and county to draw upon for their qualified COVID-related expenses.

Commissioners throughout my district are asking for financial help. Every county faces costs to comply with the state's plan to reopen. If nothing else, these are clearly COVID-related costs of compliance. I write to ask that you and the Emergency Board of the Legislature reconsider the decision to not share funds with local governments, and instead do what other states are already doing to help their local government partners as was intended by Congress when we voted to send states these funds.

Sincerely,

Greg Walden
Oregon's 2nd District
U.S. Representative

cc: Oregon County Commissioners
Oregon State Legislators