

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, July 8, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Electronic Meeting Information on Page 2

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. Approve Accounts Payable and Payroll Payables
 - b. Minutes: April 15th
5. **Business Items**
 - a. Right of First Refusal – Sheriff’s Station 2 Building (Darrell Green, Administrator)
 - b. Morrow County Government Command Center Update
 - c. Reopening Plan Criteria Benchmarks
 - d. Discussion - Letter to the Governor Regarding Federal Funds for Counties
 - e. Irrigon Building Update (Darrell Green)
6. **Department Reports - Written**
 - a. Community Development Department Monthly Report
 - b. Planning Department Monthly Report
 - c. Justice Court Quarterly Report
 - d. Veterans Services 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 Lutcher at (541) 676-5613.

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

items listed on the agenda, please contact Darrell J. Green, County 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
Wednesday, April 15, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Roberta Lutchter, Executive Assistant

Matt Scrivner, Public Works Director
Jeff Wenholz, Irrigon
Via Electronic Means
Justin Nelson, County Counsel
Sandy Toms, Boardman Mayor

Call to Order & Pledge of Allegiance: 8:00 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable, April 16th, \$323,188.90 including Visa APs, April 16th, \$13,925.49*
2. *Minutes: January 29th*
3. *Appointment of two individuals to both the Special Transportation Fund (STF) Advisory Committee and the Statewide Transportation Improvement Fund (STIF) Advisory Committee, with all terms to expire December 31, 2022:*
 - a. *Katie Imes, Special Transportation Coordinator (replacing Anita Pranger), representing Public Transportation Service Provider*
 - b. *Gregg Zody, Community Development Director (replacing Carla McLane), representing Local Governments, including Land Use Planners*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Morrow County Government Command Center Update

Chair Lindsay said the Command Center Team did not meet this week because of Budget Meetings. At recent meetings, she said the team discussed the need to develop a government operations plan. To that end, Administrator Darrell Green researched plans from other jurisdictions to use as a template. Chair Lindsay suggested the Association of Oregon Counties should be a resource for providing templates to counties, especially when these unique situations occur. Commissioner Doherty, who also serves as AOC President, agreed and said AOC does have a legal staff.

Department Reports

The following written reports were reviewed:

- Juvenile Department Monthly Report, prepared by Director Christy Kenny
- The Loop Quarterly Report, prepared by Katie Imes, Coordinator
- Emergency Management Quarterly Report, prepared by Undersheriff John Bowles

Correspondence

- Oregon Department of Fish & Wildlife Livestock Depredation Reports, January-April 2020

Commissioner Reports

- Chair Lindsay said she planned to place the Port of Morrow's enterprise zone recommendation on next week's agenda. She then asked if it should be in executive session under the citation for negotiations since it turned into a negotiation as opposed to a partnership. She said the Port has done this and they're coming out with combined comments. County Counsel Richard Tovey said it might be possible under the "matters of trade or commerce" citation. Commissioner Doherty asked Commissioner Russell, as the liaison to the Port, to make sure the Port isn't having executive sessions relative to this subject because he "had zero interest in going into executive session because...this pie belongs to all of us." Chair Lindsay said the County has worked hard to not use executive sessions and to conduct business in a transparent way. She said she would schedule it as a regular business item. Commissioner Doherty said it was important to note the Port has chosen not to move forward with an enterprise zone. He said the Port suggested otherwise when they spoke to the City (of Boardman) the other day. The Port can apply and, to date, they've opted not to. Commissioner Russell said that was not a fair statement. The Port opted not to apply under the Morrow County restricted conditions...two entities can't come to agreement, the Port and the County, and to throw it all on the Port is short-sighted. Chair Lindsay said she would list the topic on the agenda.
- Commissioner Doherty next brought up the transmission line route proposed by Umatilla Electric Cooperative (UEC), the negotiations surrounding the intersection at Olson Road and Wilson Lane between the County and the Catholic Church, and Amazon's data centers. He said the colossal disaster of a data center on Olson Road continues. He met with UEC, which was days away from taking the property of several constituents. UEC chose a route that goes around County property but doing so "added heartache to our constituents." If the State (Public Utilities Commission) allows this, he said he hoped the Board would join him in foregoing that property and not allow this on the constituents. Commissioner Doherty said he had a conversation this morning with a constituent who said UEC can safely go a different route. When the Board discussed this with UEC, it was for an end-user; now it's for the greater good. One is an allowed use, one is not, he added. The planning that went into this has been atrocious and during the meeting with UEC when this was mentioned, the whole room said that was a huge understatement. When these things are done on the backs of constituents, he said he wasn't on board, adding it had nothing to do with being non-business friendly and everything to do with planning. A year ago, the Port of Morrow said they shouldn't have handed it to the City, but they didn't weigh in. We've had a battle for a year...and they keep not weighing in...but there is still time to re-engage. There is no amount of money in the world to justify what was preparing to take place, he concluded. Chair Lindsay said she would bring this forward as a formal discussion. Commissioner Russell said he had a conversation with the same constituent but it was a completely different story. He was told the reason the electric line was not coming across the County property was at a constituent's request.

Signing of documents

Adjourned: 8:20 a.m.



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: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext):
Requested Agenda Date: 7/8/2020

Right of First Refusal- Sheriff's Station 2 Building

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 minutes
Purchase Pre-Authorization
Other

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

Reviewed By:

Department Director Required for all BOC meetings
Darrell Green 6/29/2020 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Port of Morrow has provided Morrow County with a bona fide offer to purchase the Sheriff's Station 2 Building located at the Old Mill site west of Heppner. Morrow County has also received a written notice stating their intention to transfer the property, thus invoking our Right of First Refusal, per our lease agreement with the Port of Morrow for Station 2 per section 22. H. i..

Per section 22. H. ii.- Right of First Refusal, the County (Tenant) shall have the right and option for thirty (30) days after the effective date of such notice to purchase or take ownership of the Property, or part thereof, upon the same price and other terms and conditions as those set forth in the Offer by delivering written notice to Port of such election (Tenant's ROFR Notice).

Discuss the pros and cons of whether to exercise our ROFR

2. FISCAL IMPACT:

TBD

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

Motion to exercise ROFR for the Sheriff Station #2

or Motion to not exercise ROFR for the Sheriff Station #2

Attach additional background documentation as needed.

~~11/18/20~~

waiting on purchase

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into on 6/24, 2020, by and between Port of Morrow, an Oregon port district ("Seller"), and Coil Fabricating, LLC, an Oregon limited liability company and Jay Coil, individually ("Purchaser").

RECITALS

A. Seller owns certain real, personal, and intangible property commonly known as a portion of the Kinzua Mill Site ,” consisting of approximately 1 acre to be partitioned of and identified as a portion of 2S 26 E 21 tax lot 800 in Morrow County, Oregon. Port will parcel off a mutually acceptable approximately 1-acre parcel in the northwest corner of said tax lot including the current Morrow County Sheriff’s Office. The property is more particularly described in Section 1 below (collectively, the “Property”).

B. Purchaser desires to acquire all the Property from Seller, and Seller is willing to sell and convey all the Property to Purchaser, on and subject to the terms of this agreement (the “Agreement”).

AGREEMENT

1. Purchase and Sale of the Property. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement. The Property consists of:

(a) The land is an approximately 1 acre portion in the northwest corner of the property described in the title report attached hereto as Exhibit A attached hereto which will be more specifically determined by subsequent mutually acceptable partition action (the “Land”) and all easements, rights, strips, gores, rights-of-way, and any other rights or interests appurtenant thereto;

(b) All the improvements currently situated on the Land (the “Improvements”);

(c) All Seller’s rights (if any) in all tangible personal property located on the Land or in the Improvements owned by Seller and described in Exhibit B attached hereto (the “Personal Property”).

2. Purchase Price. The total purchase price for the Property is one hundred thousand dollars (\$100,000.00) and other promises and consideration as described in Article 4 below.

3. Earnest Money Deposit. On or before the date this Agreement is executed and delivered by both parties to the Agreement (the later of those dates of execution and delivery being herein referred to as the “Effective Date”), Purchaser will deliver to Mid-Columbia Title Insurance Company (the “Escrow Agent”) in Boardman, Oregon, \$5,000.00 in cash with the Escrow Agent, which sum will constitute Purchaser’s earnest money deposit under this Agreement (the “Deposit”). The Deposit will be applied in accordance with the terms of this Agreement.

4. Payment of Purchase Price.

Cash Portion of Purchase Price. The purchase price must be paid by Purchaser in all cash on the Closing Date (as defined in Section 12.1), subject to application of the Deposit and the adjustments and credits as provided in this Agreement.

5. Other Sale Requirements.

5.1 Seller's Requirements. This sale is contingent on Seller satisfying the following conditions.

(a) Partition the Property from its present tax lot in a mutually acceptable manner.

(b) Provide access to the Property consistent with Purchaser's needs and plans.

(c) Provide potable water to the building located on the Property appropriate for Purchaser's needs within a mutually acceptable time. Purchaser agrees to pay reasonable water use fees.

(d) Morrow County Sheriff's office ("MCSO") leases the building located on the Property and has a right of first refusal to purchase the Property. Seller will secure a release of any right MCSO has in the Property and a commitment of MCSO to vacate the Property at a mutually acceptable date. Purchaser agrees to allow MCSO to continue to lease and occupy the building from Closing until MCSO will vacated the building planned on or before November 2020. In event MCSO exercises its right of first refusal, refuses to release its interest in the Property or does not commit to vacating the property by November 31, 2020, before the Closing Date, either party may terminate this Agreement.. Purchaser's Deposit shall be returned and neither party shall have any further obligations under this Agreement.

5.2 Purchaser's Requirements. This sale is contingent on Purchaser's satisfying the following conditions.

(a) A commitment acceptable to Port to invest not less than \$125,000.00 in improvements to the building including electrical improvements and equipment within 18 months of Purchaser's taking possession of the Property and Port's provision of water to the Property. This commitment may include at Port's option an outline of planned improvements and equipment and financing commitments.

(b) A commitment acceptable to Port to employ not less than two additional employees and a part time administrative assistant within 18 months of Purchaser's taking possession of the Property and Port's provision of water to the Property.

6. Financing Contingency. This section intentionally deleted.

7. Title to the Property

7.1 Title Report. A preliminary title report from the Escrow Agent with respect to the Land (the "Title Report") is attached hereto as Exhibit A. the Property is a portion of the property described in the Title Report. Purchaser will have 20 days after the Effective Date to notify Seller in writing of Purchaser's disapproval of any exceptions shown in the Title Report and applicable to the Property. In the event of any disapproval, Seller will notify Purchaser in writing within ten (10) days after Purchaser's notification as to whether Seller agrees to remove any of the exceptions so disapproved, and upon delivering the notice, Seller will have until the Closing Date described below to cause the exceptions that Seller has agreed to remove to be

removed of record and from the Title Report. Purchaser will be deemed to have accepted all title exceptions to which it has not timely objected.

7.2 *Rescission of Agreement—Title Defects.* If Seller elects not to eliminate any title exception disapproved by Purchaser, Purchaser may elect to cancel this Agreement by written notice to Seller given on or before twenty (20) days after Seller's notification of the election. In this event, the Deposit will be refunded to Purchaser and this Agreement will terminate. If Purchaser does not elect to cancel this Agreement, Purchaser's objections to the disapproved exceptions that Seller elected not to eliminate are deemed waived and the Property will be conveyed to the Purchaser with such defects without credit against the purchase price. The foregoing notwithstanding, Seller agrees that it will cause all trust deed liens against the Property that are not accepted by Purchaser to be released of record by the Closing Date. If Purchaser fails to give timely notice to Seller of termination under this paragraph, then Purchaser's right of termination will be deemed waived.

8. Property Documentation

8.1 *Copies of Leases, Contracts, Other Information.* As soon as practicable, Seller will deliver to Purchaser a copy of the MCSO lease and any building and improvement plans in Seller's possession or control related to the Property and Improvements. Except as otherwise specifically provided in this Agreement, Seller is under no obligation to create any additional data or documentation or obtain any reports for Purchaser.

9. Seller's Representations

9.1 *Content of Representations.* Seller represents, warrants, and covenants to Purchaser as follows:

(a) **No Notice of Violation of Zoning and Other Laws.** Seller has not received any written notice from any governmental authority alleging that the Improvements violate any building codes, building or use restrictions, or zoning ordinances, rules, or regulations.

(b) **No Litigation.** To Seller's knowledge, there is no pending or threatened litigation or administrative action with respect to the Property, except for any actions for possession, damages, or rent against tenants who are in default under their Leases as described in the Rent Roll.

(c) **No Additional Assessments.** To Seller's knowledge, there are no extraordinary governmental assessments or impositions levied against, applicable to, or proposed for the Property as distinct from ordinary ad valorem property taxes, and other matters which are disclosed in the Title Report.

(d) **No Government Obligations.** To Seller's knowledge, there are no unperformed obligations that are currently due relative to the Property to any governmental or quasi-governmental body or authority.

(e) **Authority of Seller.** Seller's execution of, delivery of, and performance under this Agreement are undertaken according to authority validly and duly conferred on Seller and the signatories hereto.

(f) **No Breach of Agreements.** This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which Seller is a party.

(g) **Nonforeign Status.** Seller is not a "foreign person" as defined in IRC §1445(f)(3), and Seller is not a "transferor" as defined in ORS 314.258(2)(b).

10. Purchaser's Representations

Purchaser represents, warrants, and covenants to Seller as follows:

10.1 *Purchaser's Existence and Authority.* Purchaser is a validly existing and duly organized limited liability company under the laws of the State of Oregon and has the full right and authority to conduct its business under the laws of the state of Oregon. Purchaser is also an individual who has a controlling interest in the limited liability company

10.2 *No Third-Party Consents.* The execution of this Agreement by Purchaser and Purchaser's performance of all its obligations hereunder are not subject to any approval or consent of any person, board, committee, or third party.

10.3 *No Litigation.* Purchaser is not a party to any litigation or civil or criminal proceedings; no petitions in bankruptcy have been filed by or against Purchaser; and none of Purchaser's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

10.4 *No Breach of Agreements.* This Agreement does not breach or violate any term or provision of any other agreement or contract to which Purchaser is a party.

11. Conditions to Closing

11.1 *Closing Remedies.* Purchaser acknowledges that Seller does not guarantee the satisfaction of the conditions precedent listed in this Section 11.1 and that Seller's failure to satisfy the conditions (for any reason other than Seller's bad faith) will not be deemed to be a default hereunder but will merely be a failure of a condition to closing, in which event Purchaser's sole remedy will be to (1) waive the condition(s) and any claim against Seller with respect thereto, including, without limitation, as provided in Section 9.3, or (2) terminate this Agreement and receive a refund of the earnest money deposit. Furthermore, at Seller's election, Seller will be permitted to extend the Closing Date for any period of time up to thirty (30) days to satisfy any of the conditions set forth in this Section 11.1.

11.2 Purchaser's Conditions. Purchaser's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) **Seller's Compliance.** Seller's fulfillment of each of its obligations under this Agreement in all material respects as they apply on the Closing Date.

(b) **Seller's Representations.** The continuing accuracy of all Seller's warranties and representations in this Agreement in all material respects.

(c) **Material Casualty.** The absence of any material damage by casualty to the Improvements that has not been repaired by the Closing Date. For the purposes of this paragraph, a "material damage by casualty" means any damage by fire or other casualty that has not been repaired and paid for by the Closing Date and for which the estimated cost of the remaining repairs exceeds ten thousand dollars (\$10,000.00). If the Improvements suffer any material damage by casualty, then Purchaser has the right and option to terminate this Agreement within thirty (30) days after the date of the casualty or by the Closing Date, whichever occurs first. Seller will also have the right to cancel this Agreement if the material damage by casualty is not fully covered by Seller's insurance policy. If Seller and Purchaser do not elect to terminate this Agreement, (i) this transaction will close without increase or decrease in the purchase price, (ii) Seller will proceed to effect the repairs that are reasonably possible before closing unless otherwise agreed to in writing by Purchaser, and (iii) Purchaser will be entitled to all insurance proceeds that are not used to pay the costs of the repairs. Seller also will credit against the

purchase price the amount of any deductible or self-insurance applicable to the casualty. If the estimated cost to repair any damage by casualty as of the Closing Date is less than ten thousand dollars (\$10,000.00), Purchaser will not have the right to terminate this Agreement because of the casualty and Purchaser will be given a credit against the purchase price in the amount of the estimate, whereupon Seller will be entitled to retain the right to all insurance proceeds that would otherwise be paid to Purchaser on the Closing Date. All repair cost estimates referred to in this section will be made by reference to a fixed-price construction contract, which Seller will obtain as promptly as is reasonably possible after the date of the casualty. If the contract price cannot be ascertained as of the Closing Date, Purchaser may waive its election to take a purchase price credit or will deposit with the Escrow Agent on the Closing Date an amount of the purchase price reasonably agreed to by the parties as a reasonable estimate of the credit, whereupon the actual estimate of the repairs must be ascertained by the means above described as soon as practicable. When the actual estimate is determined, Purchaser will be given a credit against the purchase price in the amount thereof, and the estimated amount deposited with the Escrow Agent will be paid to Purchaser to the extent of the actual estimate and any remainder paid to Seller. If the actual estimated repair costs exceed the amount escrowed, Seller must pay the difference to Purchaser.

(e) Title Insurance. The Title Company must be ready, willing, and able to issue an extended coverage American Land Title Association owner's policy of title insurance in the amount of the Purchase Price, insuring title in Purchaser to the Premises consistent with the terms of this Agreement and subject only to the title exceptions approved or deemed approved by Purchaser.

11.3 Seller's Conditions. Seller's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) Purchaser's Compliance. Purchaser's fulfillment of each of its obligations under this Agreement as applicable on the Closing Date.

(b) Purchaser's Representations. The continuing accuracy of all Purchaser's warranties and representations in this Agreement.

12. Closing

12.1 Closing Date. This transaction will be closed within thirty (30) days following the partition of the Property and the release of MCSO's interest in the Property, whichever is later ("Closing Date").

12.2 Manner and Place of Closing. This transaction will be closed by the Escrow Agent in Boardman, Oregon, or at such other place as the parties may mutually agree to in writing. Closing will take place in the manner and in accordance with the provisions set forth in this Agreement.

12.3 Prorations, Adjustments.

(a) All ad valorem real property taxes, assessments, personal property taxes, if any, and all utility expenses payable by Seller, (collectively, the "Expenses"), and all rental fees due from MCSO or other agreement concerning the Property (collectively, the "Income"), will be prorated and adjusted between the parties as of the Closing Date.

(b) Seller and Purchaser will each pay one-half of all conveyance, excise, or transfer taxes and fees in connection with this sale, if any, and Purchaser will pay the recording fees for Seller's deed.

(c) Seller will pay the premium for a standard owner's title insurance policy in favor of Purchaser in the amount of the purchase price. Any additional title insurance coverage or endorsements requested by Purchaser or its lender will be paid by Purchaser.

(d) Seller and Purchaser will each pay one-half of the escrow and closing fees charged by the Escrow Agent.

(e) Purchaser will pay all costs and expenses related to Purchaser's financing

(f) Each party will pay its own attorney fees.

12.4 *Events of Closing.* If the Escrow Agent has received the sums and is in a position to cause the title insurance policy to be issued as described below, this transaction will be closed on the Closing Date as follows:

(a) Seller will convey the real property to Purchaser by statutory warranty deed, subject to the matters accepted or deemed accepted by Purchaser under this Agreement.

(b) Seller will convey all its interests in the Personal Property, if any, to Purchaser by good and sufficient bill of sale

(c) Seller will assign to Purchaser, and Purchaser will assume, the MCSO lease.

(d) Seller will provide Purchaser with (i) the Certificate of Nonforeign Status as provided in IRC §1445(b)(2) and (ii) a certificate or other documentary evidence complying with ORS 314.258 that is reasonably acceptable to Purchaser and the Escrow Agent and sufficient to assure Purchaser and the Escrow Agent that no withholding is required under ORS 314.258.

(e) Immediately upon closing, Seller will execute and deliver a notice to MCSO advising it of the sale of the Property and advising it to pay all future rent to Purchaser.

(f) The Escrow Agent will calculate the prorations agreed to herein, and the parties will be charged and credited accordingly.

(g) Any liens to be paid by Seller at closing will be paid and satisfied of record at Seller's expense.

(h) Purchaser will pay the entire purchase price to Seller in cash, minus the Deposit and credits set forth in this Agreement.

(i) The Escrow Agent will be committed to issuing the policy described in Section 12.5 upon recordation of the closing documents.

(j) Upon compliance with the parties' closing instructions, the Escrow Agent will record the deed to Purchaser at Purchaser's expense.

12.5 *Title Insurance.* As soon as possible after the Closing Date, the Escrow Agent will furnish Purchaser a standard American Land Title Association form of owner's policy of title insurance in the amount of the purchase price for the Property, subject only to the Escrow Agent's standard preprinted exceptions and exclusions for the form and except for the matters accepted or deemed accepted by Purchaser under this Agreement. The costs of additional or extended title insurance beyond standard coverage will be paid by Purchaser, and the availability of any such coverage will not be a condition of closing.

12.6 *Possession.* Subject to the rights of MCSO as provided above, Seller will deliver possession of the Property to Purchaser on the Closing Date. Purchaser will be entitled to receive directly from MCSO all rents coming due after the Closing Date.

12.7 *Acceptance of Property.* Purchaser acknowledges that Purchaser has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property, and, except as specifically stated herein, Purchaser is not relying

on, nor has Purchaser been influenced by, any statement or representation of Seller or any agent or representative of Seller regarding any of such items. Except for any actionable breaches of Seller's representations and warranties contained herein, Purchaser's acceptance of the Property and the satisfaction or waiver of all Purchaser's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by Purchaser. Purchaser does not have the option to close this transaction without accepting the Property in its then current condition, and Purchaser acknowledges that except for any Seller's breach of an express warranty stated in this Agreement, Purchaser is acquiring the Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by Seller.

12.8 Waiver of Certain Claims. As part of the consideration for this Agreement, Purchaser agrees that except for any breach by Seller of an express warranty stated in this Agreement, Seller has no liability, and Purchaser hereby waives any claims and releases Seller for all liability, for any title, physical condition, or any other aspect of the Property, whether direct or indirect, absolute or contingent, foreseen or unforeseen, and known or unknown. The waiver and release extend to Seller and Seller's affiliates, successors, members, partners, shareholders, directors, officers, employees, and agents, and their respective heirs, successors, and assigns. Without limiting the generality of the foregoing, Purchaser waives all rights to contribution, offsets, and damages that in any manner relate to the compliance of the Property with any law or regulation applicable thereto, including, without limitation, the Americans with Disabilities Act, 42 USC §§12101–12213; the Fair Housing Act, 42 USC §§3601–3631; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§9601–9675; the Resource Conservation and Recovery Act, 42 USC §§6901–6992k; the Clean Water Act, 33 USC §§1251–1387; the Safe Drinking Water Act, 42 USC §§300f–300j-26; the Hazardous Materials Transportation Act, 49 USC §§5101–5128; the Toxic Substances Control Act, 15 USC §§2601–2692; and any and all other federal, state, and local personal disabilities and environmental laws or regulations.

12.9 Indemnification. Purchaser will defend, indemnify, and hold harmless Seller from and against all actions, claims, losses, liabilities, damages, costs, and expenses (including without limitation reasonable attorney fees) that are caused by Purchaser's failure to perform any landlord's or owner's obligation under any lease of, or contract relating to, the Property on and after the Closing Date or for which Purchaser is responsible in accordance with the terms of this Agreement. Seller will defend, indemnify, and hold harmless Purchaser from and against all third-party claims for premises liability regarding any injury or damage to the third party or its property that occurred on or about the Property before the Closing Date.

13. Defaults and Failure to Close

13.1 Seller's Remedies. In the event this transaction fails to close on account of a default by Purchaser under this Agreement, the Deposit will be forfeited by Purchaser and retained by Seller as liquidated damages as Seller's sole remedy for the default. SUCH AMOUNT HAS BEEN AGREED BY THE PARTIES TO BE REASONABLE COMPENSATION AND THE EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT, SINCE THE PRECISE AMOUNT OF SUCH COMPENSATION WOULD BE DIFFICULT TO DETERMINE.

13.2 Purchaser's Remedies. If this transaction fails to close on account of a default by Seller under this Agreement, Purchaser's sole and exclusive remedy will be either (but not both)

(a) the return of the Deposit (with Purchaser thereby waiving any other remedy that Purchaser may have against Seller at law or in equity, including without limitation the right to specific performance), or (b) an action for specific performance of this Agreement for the conveyance of the Property to Purchaser (with Purchaser thereby waiving any other remedy that Purchaser may have against Seller at law or in equity).

13.3 Defaults. Except for (a) Purchaser's failure to pay any portion of the Deposit as and when due hereunder or (b) either party's wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither party will be deemed in default under this Agreement unless the party is given written notice of its failure to comply with this Agreement and the failure continues for a period of ten (10) days after the date the notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

13.4 Costs and Attorney Fees. If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

13.6 Waiver of Jury Trial. AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE OR ACTION UNDER THIS AGREEMENT.

14. Conduct of Business This section intentionally deleted.

15. Legal Relationships

15.1 Relationship of Parties. This Agreement creates only the relationship of seller and buyer, and no joint venture, partnership, or other joint undertaking is intended hereby. Neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal.

15.2 No Third-Party Beneficiaries. No third party is intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

15.3 Joint and Several Liability. If either party comprises more than one person or entity, the obligations of each person or entity comprising such party under this Agreement will be joint and several.

15.4 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to the party's members, directors, shareholders, officers, employees, and agents.

15.6 Assignments and Successors. Purchaser may not assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller in each instance Purchaser will not be released from its obligations under this Agreement in the event of any assignment or transfer by Purchaser. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

16. General Provisions

16.1 Notices. Notices under this Agreement must be in writing and, if personally delivered or sent by facsimile, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by facsimile to the following addresses and telephone numbers:

Seller: Port of Morrow
Two Marine Drive
P.O. Box 200
Boardman, OR 97818
Attn: Ryan Neal
Email: Ryan Neal <RyanN@portofmorrow.com>

with a copy to:
Monahan, Grove & Tucker
105 N. Main
Milton-Freewater, OR 907862
Sam Tucker <Sam@mgtlegal.com>

Purchaser: Coil Fabrication, LLC
588 W. Riverside
Heppner, OR 97836
Attn: Jay Coil
Email: jaycoil60@gmail.com

Either party may change its address for notices by at least fifteen (15) days' advance written notice to the other.

16.2 Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

16.3 Invalidity of Provisions. If any provision of this Agreement, or any instrument to be delivered by Purchaser at closing under this Agreement, is declared invalid or is unenforceable for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

16.4 Neutral Construction. This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

16.5 Captions. The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

16.6 Waiver. The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

16.7 Subsequent Modifications. This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

16.8 Saturdays, Sundays, and Legal Holidays. If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

16.9 Venue. In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Morrow County, Oregon.

16.10 Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

16.11 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the parties.

16.12 No Offer. By providing an unexecuted copy of this Agreement to any person, neither party is deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this Agreement will not be binding on any party unless and until it has been fully executed and delivered by Seller and Purchaser.

16.13 No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded.

16.14 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

16.15 Facsimile Copies. Either party may rely on facsimile copies of this Agreement to the same extent as the originals.

16.16 Statutory Warning (ORS 93.040(2)). "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND

17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

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

SELLER:

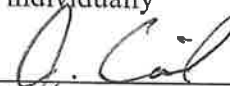
Port of Morrow

By: 
Ryan Neal

Date Executed: June 25th, 2020.

PURCHASER:

Coil Fabricating, LLC
Jay Coil, individually

By: 
Jay Coil

Date Executed: 6/24, 2020.

EXHIBIT A
Approximately one acre located in the northwest corner of
2S 26 E 21 tax lot 800

Title Report

EXHIBIT B
Description of Personal Property

PORT OF MORROW LEASE

1. DATE:

The effective date of this lease is the date that this lease is signed by all parties..

2. PARTIES

The parties to this lease are PORT OF MORROW ("Port"), a municipal corporation of the State of Oregon, and MORROW COUNTY ("Tenant").

3. RECITALS

Port leases to Tenant and Tenant leases from Port a parcel of land and improvements further described on Exhibit A attached.

4. PURPOSE:

Port has land available for use and economic expansion. Tenant wishes to lease this land and improvements for storage of emergency vehicles and for no other purpose.

5. TERM:

The term of this lease shall be for three (3) years with an agreed commencement date of October 23, 2019.

6. RENEWAL OPTION:

If the lease is not then in default, the Tenant shall have the option to renew this lease upon mutual consent of both parties, as follows:

- A. The renewal term shall commence on the day following the date of termination of the preceding term.
- B. The request must be received in writing to the Port not less than 90 days prior to the last day of the expiring term.
- C. Rent for the renewal term shall be negotiated at time of request.

7. RENT:

A. BASIC RENT:

Tenant shall pay to the Port as rent \$5,500 per year for the term of the lease.

B. ADDITIONAL RENT:

As additional rent, Tenant shall pay the following amounts:

- (1) All real or personal property taxes levied against the premises and improvements or any property placed on the lease premised by Tenant.

- (2) All charges for heat, light, power, water, sewage and other services or utilities used by Tenant in the premises.
- (3) The cost of all insurance for which Tenant is required to pay.
- (4) All amounts which Tenant is required to reimburse Port for expenses incurred by Port in discharging Tenant's obligations.
- (5) All other amounts which the Tenant is required to pay for any other provision of this lease.

8. RESTRICTIONS ON USE:

In connection with the use of the premises Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expenses any failure or compliance.
- (2) Refrain from any use which would be reasonably offensive to the Port or owners and users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.
- (3) Comply with any reasonable rules respecting the use of the premises promulgated by the Port from time to time and communicated to the Tenant in writing.

9. REPAIRS AND MAINTENANCE:

Tenant shall maintain the leased premises and make all repairs necessary for maintaining the property in its present condition, excluding depreciation from ordinary wear and tear, including:

- A. Taking all action necessary to control erosion of any type, including water and wind erosion, and the control of sand blows. This shall include, if necessary, the creating of barriers and the planting of cover so as to control erosion.
- B. The maintenance of any and all improvements on the leased property.
- C. If Tenant fails or refuses to make repairs which are required by this repairs, maintenance and inspection section, Port may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Port shall be reimbursed by the Tenant on demand, together with interest at the rate of 12% per cent per annum from the date of expenditure by Port. Except in an emergency creating an immediate risk of personal injury or property damage, Port shall notify Tenant of the needed repairs at least 30 days before work is commenced, outlining with reasonable particularity with repairs required.

10. IMPROVEMENTS:

- A. Tenant shall be required to maintain and operate said improvements during the entire term of this lease and if, during any 30-day consecutive period, Tenant does not make substantial use of the improvement, Port may, at its option, terminate the lease. Tenant shall be solely responsible for any improvements needed.
- B. Except as expressly provided below, ownership of all the property, including any improvements made by Tenant, shall be, upon termination of this lease, property of Port. Notwithstanding the foregoing, the equipment and machinery placed on the property by Tenant may be, upon termination of this lease, removed by Tenant so long as Tenant restores the maintaining property to its original condition, and the removal in no way affects the structural integrity of any building. Unless expressly agreed in writing by the parties prior to installation, all other improvements made to the leased property shall be, at the option of the Port upon termination of this lease, either the property of the Port or shall be, upon request by Port, removed from the leased premises by Tenant. Port may further require that the leased

premises or part thereof be restored to its original condition upon termination of this lease. It is expressly agreed that any property of any type, including machinery and equipment, which is left on the property thirty (30) days beyond termination of this lease shall be the property of Port, unless Port requires Tenant to remove said property and restore the premises.

- C. Any additional improvements to property must have prior written consent of the Port, but consent to these improvements shall not be unreasonably withheld.

11. INDEMNIFICATION:

Tenant shall defend, indemnify and hold Port harmless from all claims, losses, liabilities, causes of action or causes of suit arising out of or related to any activity of Tenant on the leased property or any condition of the leased property or any addition or improvements to the leased property. This provision is specifically intended to include claims made by users of Tenant's property, employees or neighboring land owners alleging damages caused by Tenant's operation and including any damages caused by materials escaping from the leased premises.

12. INSURANCE:

Before going into possession of the leased property, Tenant shall procure and, thereafter, during the term of this lease or any renewal of it, continue to carry the following insurance at Tenant's cost:

- A. Public liability and property damage insurance in a responsible company with limits of not less than One Million Dollars (\$1,000,000) for injury to one person, One Million Dollars (\$1,000,000) for injury to two or more persons in one occurrence, and One Million Dollars (\$1,000,000) for damages to property. A single-limit policy of One Million Dollars (\$1,000,000) is acceptable.
- B. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased property, shall protect Tenant and shall protect Port and Tenant against claims of third persons; in the event Oregon law increases the Port's exposure to liability under the Oregon Tort Claims Act or subsequent legislation or court decisions, the Port may require insurance in an amount equal to Port's liability exposure.
- C. Tenant shall maintain Worker's Compensation Insurance coverage as required by law during the time this lease is in force.
- D. Certificates evidencing such insurance naming the Port as an additional insured and bearing endorsements requiring thirty (30) days written notice to the Port prior to any change or cancellation shall be furnished to Port prior to Tenant's occupancy of the property.

13. LIABILITY TO THIRD PERSONS:

A. LIENS:

- (1) Except with respect to activities for which Port is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claim or to discharge any lien, Port may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 18 per cent per annum from the date expended by Port and shall be payable on demand. Such action by Port shall both constitute a waiver of any right or remedy which Port may have on account of Tenant's default.
- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as, with ten (10) days of request by Port, Tenant

secures a bond or deposits money under ORS 87.076, or if said section is repealed under similar terms, assuring that said obligation will be satisfied.

14. QUIET ENJOYMENT:

Port warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances, except any encumbrances of record. Port warrants that Port will not place any industry on Port property adjacent to the leased premises which unreasonably interferes with Tenant's right to light and air. Port reserves all mineral rights and the right to use the leased premises for mineral development during the term of this lease, so long as it does not materially interfere with Tenant's operations. Port will not allow anything within Port's control that will be environmentally detrimental and affect water supply in an environmental way in accordance with state and federal statutes.

15. ASSIGNMENT AND SUBLEASE:

No part of the leased property or Tenant's operations on the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third party by any other means without the prior written consent of Port. This provision shall apply, to the extent allowed by law, to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executives and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. Any such assignment, mortgage or sublease or attempted assignment, mortgage or sublease without the prior written consent of Port is void and, at the option of Port, is an act of default in addition to those listed below. Notwithstanding the foregoing, Tenant may merge or consolidate with other corporations, with Port's consent, said consent not to be unreasonably withheld. Any such merger or consolidation shall require that the original parties to this lease continue to be and remain liable.

16. ELECTED TERMINATION OF LEASE

- A. MUTUAL AGREEMENT: Port and Tenant can agree to terminate Lease Agreement based upon written mutual agreement to terminate lease. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.
- B. PORT TERMINATION: Port can terminate this lease agreement with 120-day written notice to Tenant. Once notice is received by Tenant, Tenant shall have 120-days to leave premises. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.
- C. TENANT TERMINATION: Tenant can terminate this lease agreement with 60-day written notice to Port. Once notice is received by Port, Tenant shall have 60-days to leave premises. Lease payment shall be pro-rated for time remaining in year lease period and payment shall be returned to Tenant within 30 days of Tenant's return of property to Port.

17. DEFAULT:

The following shall be events of default:

A. DEFAULT IN RENT:

Failure of Tenant to pay any rent or other charge within fifteen (15) days after it is due.

B. DEFAULT IN OTHER COVENANTS:

Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

18. REMEDIES ON DEFAULT:

A. TERMINATION:

In the event of a default, the lease may be terminated at the option of the Port by notice in writing to Tenant. This lease may only be terminated if Tenant has not remedied the default within the 30 day grace period. The notice may be given before or within 30 days after the running of the grace period for default. If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

B. DAMAGES WITHOUT TERMINATION:

If the lease is not terminated by election of Port or otherwise, Port shall be entitled to recover damages from Tenant for default.

C. RE-ENTRY AFTER TERMINATION:

If the lease is terminated for any reason, Tenant's liability to Port for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

- (1) Tenant shall vacate the property immediately, remove any property of Tenant, perform any clean up, alterations or other work required to lease the property in the condition required at the end of the term, and deliver all keys to the Port.
- (2) Port may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

(3)

D. RE-LETTING:

Following re-entry or abandonment, Port may re-let the premises and in that connection may:

- (1) Make any suitable alterations or refurbish the premises, or both, or change the character of the premises, but Port shall not be required to re-let for any use or purpose (other than that specified in the lease) which Port may reasonably consider injurious to the premises, or to any tenant which Port may reasonably consider objectionable.
- (2) Re-let all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

E. DAMAGES:

In the event of termination on default, Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) Any excess of (a) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (b) the reasonable value of the property for the same period figured as of the date of default, the net results to be discounted to the date of default at a reasonable rate not exceeding 4% per annum.

- (2) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.
- (3) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

F. REMEDIES CUMULATIVE:

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

19. REPRESENTATIONS:

Tenant has inspected the property and had independently determined that the property, and all aspects of it, in its present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied by Port, including any warranties or merchantability or fitness for a particular purpose.

20. COMPLIANCE WITH LAW-WASTE:

Tenant shall comply with all government rules and regulations related to the leased property and Tenant's use of the leased property. Tenant shall not commit or permit any waste or misuse of the lease property, including erosion.

21. HAZARDOUS MATERIAL:

As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (40 CFR 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, petroleum products, or such other substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the lease premises without the prior written consent of Port, which consent shall not be unreasonably withheld so as long as tenant demonstrates to Port reasonable satisfaction that such hazardous material is necessary to tenant's business and will be used, kept and stored in a manner that complies with all laws and rules regulating any hazardous material. No person shall cause or permit any hazardous material to be discharged or deposited in any part of the sewage or wastewater disposal system. All hazardous materials shall be used strictly in accordance with applicable rules, regulations and ordinances, and under no condition shall any person allow any hazardous material into the air, ground or water that is not in compliance with said rules and regulations. In event any hazardous material escapes, spills, or is otherwise not used in compliance with rules and regulations, the Port shall immediately be notified. The person responsible for the hazardous material will clean up and dispose of the hazardous material in compliance with all rules and regulations governing such spills.

Port acknowledges that any hazardous materials found to have been on the site prior to Tenant's possession of property shall be the responsibility of Port.

22. MISCELLANEOUS:

A. NON WAIVER:

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

B. ATTORNEY FEES:

If suit or action or any appeal therefrom is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

C. INSPECTION OF PREMISES:

Port shall have the right to inspect the premises at any reasonable time or times.

D. SUCCESSION:

Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

E. TIME IS OF THE ESSENCE:

The parties acknowledge and agree that time is of the essence with respect to all the terms, conditions and provisions of this lease.

F. CAPTIONS:

The paragraph headings used herein are for the convenience only and are not intended to broaden or limit the meaning of the terms used.

G. EASEMENTS AND RIGHTS-OF-WAY:

Port reserves the right to authorize easements and rights-of-way for the construction and/or installation of above or below ground utility systems across or through the leased property. Port agrees to so construct and maintain said rights-of-way so as to, to the extent reasonably possible, minimize interference with Tenant's use of the property. Port shall not be liable for damages so long as Port complies with this paragraph.

H. RIGHT OF FIRST REFUSAL

Tenant, as part of the consideration herein, is hereby granted the exclusive right, option, and privilege of first refusal to purchase the leased property (Exhibit A) at any time (and all times) during the lease term or any extension of the lease on the following terms and conditions ("Right of First Refusal" or "ROFR"):

- i. If at any time during the Term of this Lease Port receives a bona fide offer to purchase the Property, or part thereof, that is acceptable to Port, or enters into any arrangement whatsoever for the transfer of ownership to the Property (collectively, the bona fide offer or other arrangement for transfer of ownership may be referred to as the "Offer"), Port shall deliver to Tenant a written notice (1) stating Port's intention to transfer such Property, and (2) including a copy of the Offer ("Port's ROFR Notice").
- ii. Tenant shall have the right and option for a period of thirty (30) days after the effective date of such notice to elect to purchase or take ownership the Property, or part thereof, upon the same price and other terms and conditions as those set forth in the Offer by delivering written notice to Port of such election ("Tenant's ROFR Notice").
- iii. If Tenant timely issues Tenant's ROFR Notice, Port and Tenant shall enter into a purchase and sale agreement for the Property, or part thereof, upon the same price and other terms and conditions as those set forth in the Offer. Port agrees to bargain in good faith on any terms not stated in Port's ROFR Notice.
- iv. If, however, Tenant fails to timely issue Tenant's ROFR Notice, or if Port and Tenant, through no fault of Port, fail to execute a purchase and sale agreement within sixty (60) days after the effective date of Tenant's ROFR Notice, then Tenant shall be

deemed to have waived its right to purchase the Property, or part thereof, and Port shall have the right thereafter to offer the Property, or part thereof, for sale and to sell the Property, or part thereof, subject to this Lease, to any third party on substantially the terms stated in Port's ROFR Notice without further notice to Tenant.

H. NOTICES:

Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

PORT OF MORROW
One Marine Drive
P.O. Box 200
Boardman, OR 97818


MORROW COUNTY
P. O. Box 788
Heppner, OR 97836

or to such other address as may be specified from time to time by either of the parties in writing.

2. ENTIRE AGREEMENT:

This lease embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. In addition, the parties specifically acknowledge and agree that the term of this lease is as set forth above and that no contract, lease or agreement exists between the parties concerning any extension, renewal or additional lease term. The parties further agree that in the event the parties mutually agree to modify this lease in any way, said modification shall not be effective until reduced to writing and signed by both of the parties.

PORT OF MORROW



Date 10-31-2019

MORROW COUNTY



Date 11-6-19



**Morrow County
Board of Commissioners**



**Umatilla County
Board of Commissioners**

May 28, 2020

The Honorable Kate Brown
Office of the Governor
900 Court Street N.E., Suite 254
Salem, OR 97301-4047

Dear Governor Brown, Senate President Courtney and House Speaker Kotek,

We are encouraged that a CARES relief task force has been assembled in an effort to secure the best format for local control and relief of our businesses that sacrificed so greatly.

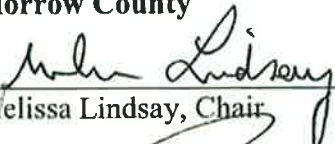
It is notable that Representatives Powers and Drazan are joined by two former County Commissioners, Senator Golden and our own Senator Hansell. This is salient as we know that the closer to main street that the decision-makers reside, the better the recognition of the disparity and potential for a positive outcome. These former local policy-makers will doubtless recognize that local planning and fund distribution are paramount.

We understand that CRF distribution to cities, counties and special district needs be done in accordance with Treasury Guidelines. We believe that guidelines can be secured through collaborative preplanning that will allow distribution of these funds to the local entities for more effective allocation.

All of Oregon's 36 counties are governed by folks driven to advance the dreams and means of our constituents in an efficient, responsible, direct and timely manner. All of these things are best accomplished by local officials.

Umatilla and Morrow Counties, in an expression of both autonomy and unanimity, have come together to send a unified message of gratitude for the understanding and prompt action of the administration to craft a disbursement model so that we might expediently embark on relief of our small businesses and others that are in dire straits.

Morrow County



Melissa Lindsay, Chair

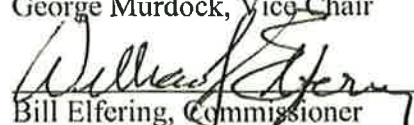

Don Russell, Vice Chair


Jim Doherty, Commissioner

Umatilla County


John Shafer, Chair


George Murdock, Vice Chair


Bill Elfering, Commissioner

Roberta Lutcher

From: Gina Nikkel <gnikkel@oregoncounties.org>
Sent: Friday, June 26, 2020 3:45 PM
Subject: County Coronavirus Relief Fund Request Letter
Attachments: 2020 06 26 CARES Act Coronavirus Relief Fund Advocacy Letter.pdf

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

Governor Brown,

Thank you for your continued support and leadership during this challenging time.

Please find attached a request letter regarding Coronavirus Relief Fund (CRF) allocations to counties from AOC President and Morrow County Commissioner Jim Doherty.

AOC asks that you ensure the remaining \$424.8 million in allowable CRF resources for local governments are made available through the existing reimbursement model to address the COVID-19 response and recovery. Please follow the distribution of CRF dollars in accordance with the U.S. Department of the Treasury guidance.

We also ask that the State provide clear and transparent communications on the process moving forward. These actions allow counties the flexibility to expediently and effectively respond to their community needs and ensure equity in intent of distribution of funds.

Best,

Gina

--

Gina Firman Nikkel, Ph.D
Executive Director
Association of Oregon Counties
Local Government Center
1201 Court Street NE, Ste. 300, Salem, OR 97301
Direct: (503) 400-3238 | Mobile: (503) 930-0349
gnikkel@oregoncounties.org
www.oregoncounties.org

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To unsubscribe from this group and stop receiving emails from it, send an email to commissionersjudges+unsubscribe@oregoncounties.org.



June 26, 2020

The Honorable Governor Kate Brown
900 Court St. NE
Salem, OR 97301
Submitted via electronic mail.

Dear Governor Brown:

Thank you for your leadership and continued partnership during this challenging time. The Association of Oregon Counties (AOC) is grateful for the collaborative work to date to allocate Oregon's share of the Coronavirus Relief Fund (CRF) authorized through the Coronavirus Aid, Relief, and Economic Securities (CARES) Act to local governments.

As you know, Oregon's 36 counties serve a critical role for Oregonians. Counties are the local public health authority, providing vital services, while working tirelessly to ensure the health, safety, and well-being of our residents every day of every year, and especially during the COVID-19 pandemic. In addition to public health, each county provides services related to public safety, natural resources, transportation, and even more importantly at this time, economic development, particularly as the depression-like economic impact of the pandemic is continuing to hurt businesses, workers, families, and communities.

Like the State, counties are acting and reacting expeditiously to the ever-changing impacts of the pandemic and to meet the needs of communities. We are hiring contact tracers, purchasing personal protective equipment, facilitating testing, providing information and resources to the community, helping vulnerable Oregonians, and supporting our businesses that are hanging on by a thread. But it takes resources to do all of this work. Counties are working as partners with the State to reduce case count, follow and communicate State guidelines and reopening strategy, and help Oregon make it through the crippling economic impacts associated with the pandemic and response efforts. But in order to do this, we need certainty, access to resources, and a transparent process.

Of the State's \$1.389 billion allocation of CRF dollars, the State has made \$200 million available to local governments (with populations under 500,000), and for this, we are grateful. Every dollar makes an impact.

As counties are working to be nimble in their response efforts, we are pleased that the CARES Act and U.S. Department of the Treasury guidance clarifies that of the total allocation directly to the State, up to 45 percent is intended to be - and should be made available to local governments.

In a Frequently Asked Questions (FAQ) document released May 28, 2020 by the U.S. Department of the Treasury, the following question was posed: "Should states receiving a

payment transfer funds to local governments that did not receive payments directly from Treasury?” The FAQ explains that States should sub allocate funds to local governments under the 500,000 population threshold in amounts equal to 45 percent of the local government’s per capita share of the statewide allocation. The FAQ further clarifies that the 45 percent calculation comes after the direct allocations to local jurisdictions, in Oregon’s case - Multnomah and Washington counties and the City of Portland.

Further, the FAQ clarifies that “this statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller units of local government. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.”¹

For Oregon, that means the federal intent is for the State to sub allocate \$624.8 million to local governments.

We also know that federal guidance provides flexibility to CRF recipients to respond to critical needs of their communities including public health, safety, and economic impact expenditures related to the COVID-19 pandemic.² We are grateful for the understanding that there is not a one-size-fits-all approach to response and recovery, and the confidence that local governments are equipped to address community impacts and needs during this pandemic.

While many counties have been fortunate to see very few COVID-19 cases in their community. The impacts of staying home, closing businesses, and shutting down regular operations have made deep, and possibly irreparable impacts to local economies. In many communities, counties play the critical role of providing relief to businesses. Some counties were able to establish programs to provide relief to local businesses, while also paying for critical costs associated with medical expenses, public health, and other COVID-19 response activities. But not all counties have the ability to do this. This is why access, expedient delivery, certainty, and transparency of funding are so critical to the recovery efforts of the State, to counties, and to local communities. We know the CRF was created to do just this - to provide direct relief to our boots on the ground, to those acting as the local public health authority, to those providing economic support and recovery efforts, and to those moving Americans through the crippling impacts of the pandemic.

We need your support to ensure that counties can meet the public health and the economic needs of our communities.

¹ U.S. Department of the Treasury Frequently Asked Questions Updated May 28, 2020
<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

AOC ASSOCIATION OF OREGON COUNTIES

AOC asks that you ensure the remaining \$424.8 million in allowable CRF resources for local governments are made available through the existing reimbursement model to address the COVID-19 response and recovery. Please follow the distribution of CRF dollars in accordance with the U.S. Department of the Treasury guidance.

We also ask that the State provide clear and transparent communications on the process moving forward. These actions allow counties the flexibility to expediently and effectively respond to their community needs.

Thank you for your continued partnership and support.



Jim Doherty
AOC President
Morrow County Commissioner

CC:

Oregon State Legislature
U.S. Senator Jeff Merkley
U.S. Senator Ron Wyden
U.S. Representative Suzanne Bonamici
U.S. Representative Earl Blumenauer
U.S. Representative Peter DeFazio
U.S. Representative Kurt Schrader
U.S. Representative Greg Walden
Oregon County Commissioners



MEMORANDUM

TO: Board of Commissioners
THROUGH: Darrell Green, County Administrator
FROM: Gregg Zody *GZ*
SUBJECT: Community Development Monthly Report for June, 2020
DATE: July 2, 2020

Fair Board

1. Held meeting on June 10, 2020 at 6:30 p.m. and received updates from members as well as the draft Fair agenda. Next meeting is July 8, 2020 at 6:30. I will be meeting with Erin and Ann earlier in the day at the Fairgrounds to discuss operations/setup for the limited Fair.

Loop

1. Continue to interview for Dispatcher position;
2. Attending meeting July 6 in Pendleton with Katie to discuss regional partnership collaboration for Fixed Route;
3. Working with the Coordinator on moving forward with fixed routes.

Planning

RV Campgrounds

1. Staff sent out an inquiry letter on June 19, 2020 to property owners within the Wheatridge Project area as to whether they had an energy workforce camping on their property, and if they did, to contact me and I would issue them (the property owner) a temporary use permit. So far, no property owner has contacted myself or staff.

2. 10 Acre zoning

Will present draft RR10 zoning ordinance amendment to the Planning Commission at their regular meeting on July 28, 2020, which will solely be a work session to discuss this matter. I would recommend that if this process flows well, then we should consider RR5 in the future.

WCVEDG

1. Attended first WCVEDG meeting on June 24, 2020. I look forward to attending other local Chamber and City Council meetings in the future.

PoM

1. Attended PoM meeting on June 10, 2020 with the intent to get to know our North County partners and offer my services.



PLANNING DEPARTMENT

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

MEMORANDUM

To: Morrow County Board of Commissioners
From: Stephanie Case, Interim Planning Director
Date: July 6, 2020
RE: Planning Update

For the month of June, permit application numbers went back up over the previous couple of months. Over 20 applications were processed in June, with 2 actions in front of the Planning Commission. This month, as operations have resumed to (mostly) normal we expect development activity to continue.

The following represents current work and anticipated actions in the Planning Department:

Energy Development Activities:

Activity continues on the following energy facilities in Morrow County: Wheatridge, Orchard Wind, Shepherds Flat and Boardman-to-Hemingway.

Morrow County has received notice from the Oregon Department of Energy (ODOE) that a complete Request for Amendment 5 (RFA5) has been submitted for the Montague Wind Power Facility Site Certificate, which is located in northeastern Gilliam County. ODOE issued its Draft Proposed Order (DPO) presenting recommended findings of fact related to Council standards on June 26, 2020. Written comments on RFA5 and the draft proposed order are due July 23, 2020. More information can be found at: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/MWP.aspx>

Morrow County has also received notice from the Oregon Department of Energy stating that on July 2, 2020, ODOE issued a Proposed Order, presenting an evaluation of issues raised in comments received on the DPO from members of the public, reviewing agencies, the applicant (Idaho Power Company), and Energy Facility Siting Council (EFSC). The Public Notice is attached to this memo. The Proposed Order can be reviewed at: <https://www.oregon.gov/energy/facilities-safety/facilities/Facilities%20library/2020-07-02-B2H-PO-ASC.pdf>

Housing:

This month the Planning Commission will have a work session for a 10-acre Residential Zone, set for July 28, 2020.

Code Enforcement:

As usual with the warmer weather, we have seen an increase in Code Enforcement complaints and continue to facilitate the program coordinating with the Sheriff's Department.

Continued Operations:

We are open to the public, though due to limited waiting area space, we have installed a doorbell and signs to serve one client at a time at the counter.

We are excited to announce that we are now able to accept credit card payments on the website via Point and Pay! This should be a great benefit to the public as we receive many requests to pay over the telephone. We continue to update the website for ease of services and public information. We currently have the most frequently requested applications available on the website and we hope to get them put in fillable form soon. We also hope to soon have an interactive Zoning map with information available for clients to access while completing their applications.

We are looking forward to the second half of 2020 and the forward momentum!

Stay healthy and safe all!

Stephanie





PUBLIC NOTICE

Proposed Order on Application for Site Certificate for Boardman to Hemingway Transmission Line

Date Notice and Proposed Order Issued: July 2, 2020

Deadline to Request Party Status or Limited Party

Status: August 6, 2020, at 5:00 p.m.

Proposal: Application for Site Certificate (ASC) from Idaho Power Company (applicant) for the proposed Boardman to Hemingway Transmission Line (proposed facility). The proposed facility would be a 500-kilovolt (kV) transmission line extending approximately 273 miles in length, spanning five counties in Oregon and one in Idaho. For a detailed description, please see the Oregon Department of Energy's (Department) project website at the link below or ASC Exhibit B.

Proposed Facility Location: The proposed facility would cross five counties in Oregon: Morrow, Umatilla, Union, Baker, and Malheur. Specific locational maps can be found in ASC Exhibit C at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/B2H.aspx> and on the Department's online mapping tool: <https://tinyurl.com/EFSCmap>.

Purpose of Notice: This notice is provided in accordance with OAR 345-015-0230 to inform the public that the Department, staff to the Energy Facility Siting Council (EFSC or Council), issued a Proposed Order on the ASC for the Boardman to Hemingway Transmission Line on July 2, 2020, and to notify individuals or organizations that commented on the record of the Draft Proposed Order (DPO) public hearing of their right to participate in the contested case proceeding, as further detailed in Attachment 1 of this notice.

Proposed Order Recommendations: The Proposed Order includes changes from the DPO in red-line format, in response to comments raised on the record of the DPO, and recommends that EFSC approve the ASC and grant a site certificate, subject to recommended conditions. Revisions to recommended

site certificate conditions and findings of fact, as presented in the Proposed Order, are further detailed in Attachment 1 of this notice.

Procedural History: On September 28, 2018, the Department received a complete ASC from the applicant seeking Council approval to construct and operate the proposed facility. The Department issued a DPO on the ASC on May 22, 2019 and accepted public comments from May 22 through August 22, 2019. The applicant's opportunity to respond to comments on the DPO closed on November 7, 2019 – which represents the close of the record of the DPO public hearing. On June 18, 19, 20, 26 and 27, 2019, the EFSC appointed Hearing Officer from the Office of Administrative Hearings, Alison Greene-Webster, conducted public hearings on the DPO in the vicinity of the proposed facility within each county. Members of the public had the opportunity to comment verbally on the record of the DPO at the public hearings. EFSC reviewed the DPO and comments received at its December 2019 and January 2020 EFSC meetings.

All comments received on the record of the DPO public hearing, including transcripts from the public hearings and applicant responses to the DPO, are provided on the Department's project website (hyperlink provided in *Additional Information* section below). Comments and issues raised on the record of the DPO, within Council jurisdiction, have been evaluated in the Proposed Order, presented in red-line format, as applicable.

Contested Case Process: Following issuance of the Proposed Order, EFSC must conduct a contested case proceeding on the ASC. Only those individuals or organizations that commented on the record of the DPO public hearing, either in person at the June 2019 public hearings, or in writing between May 22, 2019, and the close of the comment period on August 22, 2019, may request to participate in the contested case as a party or limited party under OAR 345-015-0016.

The requirements for requesting to participate in the contested case are further described in Attachment 1.

To raise an issue in the contested case, the issue must be within the jurisdiction of the Council and the person must have raised the issue on the record of the public hearings on the DPO, either verbally or in writing, with sufficient specificity for the Council, Department, and the applicant to respond to the issue. If an action recommended in the Proposed Order, including any recommended conditions of approval, differs materially from the action recommended in the Draft Proposed Order, the person may raise new issues within the jurisdiction of the Council that are related to such differences.

Deadline to Request Party Status or Limited Party

Status: August 6, 2020, at 5:00 p.m. Requests must be received in writing by the Hearing Officer by the deadline, as specified in Attachment 1.

Contested Case Proceeding: Unless rescheduled by the Hearing Officer, the contested case proceeding will begin with the filing of sworn, written direct testimony on October 9, 2020. The remainder of the contested case schedule will be determined by the Hearing Officer.

EFSC Decision Process: Following the contested case proceeding, the Council will issue a final order either granting or denying issuance of a site certificate for the proposed facility. The Siting Division Public Guide contains information on the EFSC process. To view this information on the Department's website, please use the following link: <http://tinyurl.com/EFSCPublicGuide>

Receipt of this Notice:

Please note that you may be receiving this notice for multiple reasons:

1. You own property within or adjacent to (within 500 feet) the site boundary. You will automatically receive all future EFSC notices for this proposed facility.
2. You have previously signed up via GovDelivery/ClickDimensions to receive email notices related to the Boardman to Hemingway Transmission Line or all EFSC project-related notices. You will automatically receive all future email notices per your request, unless you unsubscribe via ClickDimensions or by contacting ODOE.
3. You commented in person or in writing on the record of the DPO public hearing conducted under OAR 345-015-0220, discussed in this notice.
4. You requested to receive notices by mail and/or electronic delivery during the joint scoping meetings with the Department, the Bureau of Land Management and the U.S. Forest Service in August 2010.
5. You are the owner of noise sensitive property within ½-mile of the site boundary, and you are not receiving the notice for any of the above reasons, you are receiving this notice as a courtesy.

Additional Information: Please contact Kellen Tardaewether, the Department representative, if you have questions or would like to schedule an appointment to review materials at kellen.tardaewether@oregon.gov or 503-373-0214. The public can also receive more information about the proposed facility and updates on the review process by using the following options:

- 1) **Oregon Department of Energy's webpage**
More details on the proposed Boardman to Hemingway Transmission Line Project, including the ASC, DPO and the Proposed Order, are available at no cost online at: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/B2H.aspx>
- 2) **Updates by Email/Mail**
Sign-up for email updates on the proposed Boardman to Hemingway Transmission Line or other energy facilities under Council jurisdiction.

The Department's email update system is automated and allows interested members of the public to manage subscriptions to information received about ODOE projects and events. For more information, please visit: <https://tinyurl.com/ODOE-EFSC>.

To receive notices by U.S. Mail, please contact Michiko Mata at 503-378-3895, toll-free in Oregon at 800-221-8035, or email to michiko.mata@oregon.gov and request to be added to the hardcopy notice list.

3) In hardcopy

Hard copies of the ASC, DPO, and Proposed Order are available for public inspection at the following location at no cost. Hard copies will be provided at reasonable cost upon request to the Department.

Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301
Phone: (503) 373-0214
Email: Kellen.Tardaewether@oregon.gov

Please contact the Department to arrange viewing of hard copies of the ASC, DPO, and PO.

Accessibility information:

The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language accommodations, or need information in an alternate format, please contact Michiko Mata at 503-378-3895, toll-free in Oregon at 800-221-8035, or email to michiko.mata@oregon.gov.

ATTACHMENT 1:
NOTICE OF CONTESTED CASE PROCEEDING & INFORMATION
FOR INDIVIDUALS ELIGIBLE TO PARTICIPATE IN CONTESTED CASE PROCEEDING

Contested Case Proceeding on Proposed Order on Application for Site Certificate (ASC): The Energy Facility Siting Council must conduct a Contested Case proceeding on the Application for Site Certificate (ASC) in accordance with the applicable provisions of ORS chapter 183 and the Council's rules. The contested case proceeding applies to the Oregon Department of Energy's (Department) Proposed Order on an ASC, a document containing Department recommendations to Council on the ability of a proposed facility and applicant to satisfy applicable requirements. A Proposed Order on an ASC also includes the Department's evaluation of issues of law or fact raised on the record of the Draft Proposed Order (DPO) public hearing, where the DPO represents a previous version of the Department's recommendations to Council. Persons that commented on the record of the DPO public hearing(s) are eligible to request party status in a contested case proceeding to contest issues of law or fact the individual raised on the record of the DPO public hearing(s), yet believe have not been sufficiently addressed in the Department's Proposed Order on an ASC.

On July 2, 2020, the Department issued the *Proposed Order on the Application for Site Certificate for the Boardman to Hemingway Transmission Line* (Proposed Order), as required by ORS 469.370(4) and OAR 345-015-0230(2). The Proposed Order recommends that the Council grant the site certificate for the proposed facility subject to compliance with recommended conditions. The Proposed Order is available for download on the Department's website (<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/B2H.aspx>). Hard copies of the ASC, DPO, and Proposed Order are available for public inspection at Department's office at 550 Capitol Street NE in Salem, Oregon. Hard copies will be provided at reasonable cost upon request to the Department. Revisions incorporated into the Proposed Order from the DPO are presented in red-line format, to allow easy identification of changes.

Summary of Changes in Proposed Order to Recommended Site Certificate Conditions: In response to issues raised with sufficient specificity on the record of the DPO public hearings, within Council jurisdiction, the following recommended site certificate conditions were revised in the Proposed Order:

Organizational Expertise Condition 4 (Section IV.B. Organizational Expertise); Structural Standard Condition 1 (Section IV.C. Structural Standard); Soil Protection Condition 4 (Section IV.D. Soil Protection); Land Use Conditions 14, 16 and 17 (Section IV.E. Land Use); Protected Areas Condition 1 (Section IV.F. Protected Areas); Retirement and Financial Assurance Condition 5 (Section IV.G. Retirement and Financial Assurance); Fish and Wildlife Habitat Conditions 1, 3, 15, 16, 17, 18 and 19 (Section IV.H. Fish and Wildlife Habitat); Threatened and Endangered Species Condition 1 (Section IV.I. Threatened and Endangered Species); Scenic Resources Condition 2 (IV.J. Scenic Resources), Historic, Cultural, and Archaeological Resources Conditions 2 and 3 (Section IV.K. Historic, Cultural, and Archaeological Resources); Recreation Condition 1 (Section IV.L. Recreation); Public Services Conditions 1, 2, 5, 6 and 7 (Section IV.M. Public Services); Siting Standards for Transmission Lines Condition 5 (Section IV.P.1. Siting Standards for Transmission Lines); Noise Control Conditions 1, 2, 4 and 5 (Section IV.Q.1. Noise Control Regulations); Fish Passage Condition 1 (Section IV.Q.4. Fish Passage).

Persons Eligible to Request Party Status or Limited Party Status: Only individuals and organizations that commented in person at the June 18, 19, 20, 26 or 27, 2019, DPO public hearings or commented in writing on the DPO by submitting a written comment between the issuance of the DPO on May 22, 2019, and the close of the public hearings on August 22, 2019, may request to participate as a party or limited party in a contested case proceeding on an application for a site certificate. Party status or limited party status in the contested case proceeding may be requested as provided in ORS 469.370(5) and OAR 345-015-0016.

To raise an issue in a contested case proceeding, the issue must be within the jurisdiction of the Council, and the person must have raised the issue in person or in writing on the record of the public hearings, unless the Department did not follow the requirements of ORS 469.370(2) or (3) or unless the action recommended in the Proposed Order, including any recommended conditions of approval, differs materially from the action recommended in the Draft Proposed Order, in which case the person may raise only new issues within the jurisdiction of the Council that are related to such differences.

If a person did not raise an issue verbally or in writing prior to the close of the record of the public hearings with sufficient specificity to afford the decision maker an opportunity to respond to the issue, the Hearing Officer shall not consider the issue in the contested case proceeding. To have raised an issue with sufficient specificity, the person must have presented facts verbally or in writing prior to the close of the record of the public hearings that support the person's position on the issue.

Contents of a Petition for Party or Limited Party Status: A petition for party or limited party status must comply with OAR 345-015-0016, and must include:

- Names and addresses of the petitioner and of any organization the petitioner represents;
- Name and address of the petitioner's attorney, if any;
- A statement of whether the request is for participation as a party or a limited party, and, if as a limited party, the precise area or areas in which participation is sought;
- If the petitioner seeks to protect a personal interest in the outcome of the agency's proceeding, a detailed statement of the petitioner's interest, economic or otherwise, and how such interest may be affected by the results of the proceeding;
- If the petitioner seeks to represent a public interest in the results of the proceeding, a detailed statement of such public interest, the manner in which such public interest will be affected by the results of the proceeding, and the petitioner's qualifications to represent such public interest;
- A statement of the reasons why existing parties to the proceeding cannot adequately represent the interest identified above;
- A short and plain statement of the issue or issues that the person desires to raise in the contested case proceeding; and,
- A reference to the person's comments at the public hearing showing that the person raised the issue or issues at the public hearing.

Oregon Department of Energy

Submittal Requirements - Petition to Request for Party or Limited Party Status: Persons eligible to request party or limited party status in the contested case proceeding must submit a written petition to the Hearing Officer which must be received no later than **August 6, 2020 at 5:00 p.m.** Petitions may be submitted in writing via U.S. mail, email or fax before the 5:00 p.m. (PDT) deadline to the following address:

Alison Greene-Webster, Senior Administrative Law Judge
Oregon Department of Energy
500 Capitol Street NE, Salem, OR 97301
Fax: 503-373-7806
Email: OED_OAH_Referral@oregon.gov

Additionally, please submit an electronic copy of the petition to the Department's Siting Analyst at:

Email: kellen.tardaewether@oregon.gov

If the Hearing Officer does not receive the petition by **5:00 pm (PDT) on August 6, 2020**, the requesting person(s) will have waived any right to participate in the contested case. The petition must contain all of the information described in this notice.

Date of Prehearing Conference: Pursuant to OAR 345-015-0230(3)(a)(D), this notice must include the date of the prehearing conference. Following the Hearing Officer's Notice of Petitions and Opportunity for Petitioners to Respond (to petitions received), a prehearing conference will be conducted by the Council-appointed Hearing Officer from the Office of Administrative Hearings, Alison Greene-Webster, by telephone at **2:00 p.m. on September 25, 2020**, unless otherwise rescheduled by the Hearing Officer.

Persons requesting party status must:

- Appear at the prehearing conference, through legal counsel or persons authorized to represent them in the contested case hearing;
- Confirm the issues they would like to address in the contested case; and,
- Raise any issues regarding the contested case process, or such issues will be waived as provided in OAR 345-015-0083.

Following the prehearing conference, the Hearing Officer will issue an Order on Requests for Party Status, followed by a Case Management Order to all those granted party status. The Hearing Officer's Order on Requests for Party Status is final unless the requestor submits an appeal to the Council within seven days after the date of service. The Case Management Order will establish the schedule for the contested case proceeding.

Contested Case Proceeding: Unless rescheduled by the Hearing Officer through a prehearing order, the contested case proceeding will begin with the filing of sworn, written direct testimony on October 9, 2020 (date of the contested case hearing under ORS 469.370(4) and OAR 345-015-0230(3)(e)). The remainder of the contested case proceeding schedule will be determined by the Hearing Officer and will likely include submission of written rebuttal testimony and in-person cross-examination before the Hearing Officer.

Default: In accordance with ORS 469.370(6), if no one requests party status, the Proposed Order shall be forwarded to the Council and the contested case hearing shall be concluded. If a person submits a request for party status and fails to appear at the prehearing conference, the Council may issue a final order adverse to that person upon making the determinations required by ORS 469.503.



MORROW COUNTY JUSTICE COURT

P.O. Box 130
Irrigon, OR 97844
541-922-4082
(Fax) 541-922-3472

P.O. Box 1125
Heppner, OR 97836
541-676-5644
(Fax) 541-676-5660

Court Clerks
Gabriela Perches
Robin Jones

Glen G. Diehl
Justice of the Peace

Justice Court
Quarterly Report
July 01, 2020

1. Distribution of Fines and Assessments for the months of April, May and June 2020

Due to the Pandemic the Court was severely limited /restricted is most person to person hearings and processes.

2. Dealing with the pandemic.

- a. The Court staff has continued to forge ahead and represent both the Court and the County exceptionally. I am very pleased with their dedication.
- b. We have opened up and are working on reducing the back log of cases that occurred during the ordered restrictions.
- c. We have been and will continue a limited telephonic hearing process during these times.

3. Office organization: Thanks to the collaborated efforts of Planning, the OHV park and Darrel Green we now have a temporary storage container and have been able to clean out the back room for a private meeting area for Attorneys and P&P to use.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen G. Diehl".

Glen G. Diehl
Justice of the Peace

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 4/01/20 - 4/30/20

| DOCKET CODE/ DESCRIPTION | TOTAL AMOUNT | CITY SHARE | COURT COSTS | COUNTY SHARE | JAIL ASSESS | STATE SHARE | IDP FEES | LEMLA | SUPPL. ASSESS | ALL OTHER |
|-----------------------------|-----------------|---------------|----------------|-----------------|----------------|----------------|-------------|-------|------------------|--------------|
| I CITY OF BOARDMA | 196.00 | .00 | .00 | 156.00 | .00 | .00 | .00 | .00 | .00 | 40.00 |
| O COUNTY OFFICER | 15379.26 | .00 | 1351.25 | 11119.65 | 847.00 | 22.00 | .00 | .00 | .00 | 1931.20 |
| T STATE OFFICER | 3859.06 | .00 | 420.41 | 1599.15 | 192.00 | 1162.50 | .00 | .00 | 108.16 | 465.00 |
| Z DUII | 1701.50 | .00 | 70.00 | 1565.00 | 16.00 | .00 | .00 | .00 | 20.00 | 50.00 |
| W STATE WEIGHMAST | 40.00 | .00 | .00 | 40.00 | .00 | .00 | .00 | .00 | .50 | .00 |
| Q FELONY | 115.00 | .00 | .00 | 97.00 | 16.00 | .00 | .00 | .00 | .00 | .00 |
| V MISD. | 2583.31 | .00 | 509.00 | 1276.31 | 32.00 | .00 | .00 | .00 | 2.00 | .00 |
| D ANIMAL VIOLATIO | 200.00 | .00 | 50.00 | 132.00 | 16.00 | .00 | .00 | .00 | 6.00 | 760.00 |
| ** COLUMN TOTALS ** | 24074.13 * | .00 * | 2400.66 * | 15985.11 * | 1119.00 * | 1184.50 * | .00 * | .00 * | 138.66 * | 3246.20 * |

CITY SHARE BREAKDOWN

COUNTY SHARE BREAKDOWN

STATE SHARE BREAKDOWN

MISCELLANEOUS OTHER

| | | | | | | | |
|-------------------|--------|--------------------|-------------|--------------------|------------|------------------|--------|
| FINE SHARE..... | .00 | FINE SHARE..... | 15940.11 | FINE SHARE..... | 1162.50 | OTHER..... | .00 |
| COURT COSTS..... | .00 | COURT COSTS..... | 25.00 | UNITARY AS..... | 22.00 | COMP. FINES..... | .00 |
| CLERK COSTS..... | .00 | CLERK COSTS..... | .00 | DMV FEES..... | .00 | RESTITUTION..... | 496.50 |
| SUPPL ASSESS..... | .00 | JAIL 60% | .00 | STATE MISC | .00 | | |
| NON-COST COURT... | .00 | SUPPL ASSESS..... | 138.66 | DWS CONV FEE..... | .00 | | |
| COURT SECURITY... | .00 | JAIL HB2562..... | 1119.00 | STATE OBLIG | .00 | REFUNDS..... | 100.00 |
| | | NON-COST COURT.... | 1796.66 | VICTIM ASSIST..... | .00 | COLL. AGY..... | .00 |
| | | SMALL CLAIMS..... | .00 | JAIL 40% | .00 | | |
| | | COURT SECURITY.... | .00 | LEMLA..... | .00 | | |
| | | OFFENSE SURCHG.... | 45.00 | IDP..... | .00 | | |
| | | ATTORNEY FEES..... | 579.00 | COURT SECURITY.... | .00 | | |
| TOTAL CITY | .00 ** | TOTAL COUNTY | 19643.43 ** | SECTION 6B-CFA | 2749.70 | | |
| | | | | TOTAL STATE | 3934.20 ** | | |

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF

SIGNED



TITLE--JUSTICE CT JUDGE DATE 5/07/20

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 5/01/20 - 5/31/20

| DOCKET CODE/ DESCRIPTION | TOTAL AMOUNT | CITY SHARE | COURT COSTS | COUNTY SHARE | JAIL ASSESS | STATE SHARE | IDP FEES | LEMLA | SUPPL. ASSESS | ALL OTHER |
|-----------------------------|-----------------|---------------|----------------|-----------------|----------------|----------------|-------------|--------|------------------|--------------|
| I CITY OF BOARDMA | 97.00 | .00 | .00 | 97.00 | .00 | .00 | .00 | .00 | .00 | .00 |
| O COUNTY OFFICER | 12991.94 | .00 | 1030.00 | 9285.20 | 834.46 | 37.00 | .00 | 4.00 | 90.00 | 1711.28 |
| T STATE OFFICER | 2504.55 | .00 | 248.57 | 892.71 | 150.00 | 946.27 | .00 | 2.00 | 14.00 | 251.00 |
| Z DUII | 914.00 | .00 | 534.50 | 405.50 | 32.00 | .00 | .00 | .00 | 2.00 | 60.00- |
| W STATE WEIGHMAST | 20.00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 |
| G FISH & GAME | 16.00 | .00 | .00 | 16.00 | .00 | .00 | .00 | .00 | .00 | .00 |
| M MARINE LICENSIN | 281.00 | .00 | 281.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| V MISD. | 1320.00 | .00 | 150.00 | 1484.00 | 32.00 | .00 | .00 | .00 | 4.00 | 350.00- |
| F MARIJUANA LESS | 40.00 | .00 | .00 | .00 | .00 | 40.00 | .00 | .00 | .00 | .00 |
| D ANIMAL VIOLATIO | 155.00 | .00 | 30.00 | 57.00 | 16.00 | .00 | .00 | .00 | 2.00 | 50.00 |
| ** COLUMN TOTALS ** | 18339.49 * | .00 * | 2274.07 * | 12257.41 * | 1064.46 * | 1023.27 * | .00 * | 6.00 * | 112.00 * | 1602.28 * |

| CITY SHARE BREAKDOWN | COUNTY SHARE BREAKDOWN | STATE SHARE BREAKDOWN | MISCELLANEOUS OTHER |
|-----------------------|---------------------------|-------------------------|--------------------------|
| FINE SHARE..... .00 | FINE SHARE..... 12257.41 | FINE SHARE..... 949.27 | OTHER..... .00 |
| COURT COSTS..... .00 | COURT COSTS..... 402.50 | UNITARY AS..... 74.00 | COMP. FINES..... .00 |
| CLERK COSTS..... .00 | CLERK COSTS..... .00 | DMV FEES..... .00 | RESTITUTION..... 450.00- |
| | JAIL 60% 36.28 | STATE MISC00 | |
| SUPPL ASSESS..... .00 | SUPPL ASSESS..... 112.00 | DWS CONV FEE..... .00 | |
| | JAIL HB2562..... 1004.00 | STATE OBLIG00 | |
| NON-COST COURT... .00 | NON-COST COURT... 1308.57 | VICTIM ASSIST..... .00 | |
| | SMALL CLAIMS..... .00 | JAIL 40% 24.18 | |
| COURT SECURITY... .00 | COURT SECURITY... .00 | LEMLA..... 6.00 | REFUNDS..... 496.00 |
| | ATTORNEY FEES.... 282.00 | IDP..... .00 | COLL. AGY.00 |
| | UNUSED 281.00 | COURT SECURITY... 17.00 | |
| TOTAL CITY .00 ** | TOTAL COUNTY 15683.76 ** | SECTION 6B-CFA 2035.28 | |
| | | TOTAL STATE 3105.73 ** | |

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF MAY, 2020

SIGNED



TITLE--JUSTICE CT JUDGE DATE 7/02/20

IRRIGON IRRIGON COURT
 THIRD & MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

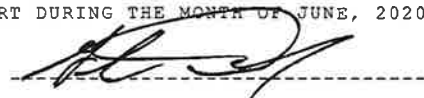
DISTRIBUTION OF FINES AND ASSESSMENTS
 6/01/20 - 6/30/20

| DOCKET CODE/ DESCRIPTION | TOTAL AMOUNT | CITY SHARE | COURT COSTS | COUNTY SHARE | JAIL ASSESS | STATE SHARE | IDP FEES | LEMLA | SUPPL. ASSESS | ALL OTHER |
|-----------------------------|-----------------|---------------|----------------|-----------------|----------------|----------------|-------------|--------|------------------|--------------|
| * SMALL CLAIMS | 37.00 | .00 | 37.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| I CITY OF BOARDMA | 1153.00 | .00 | 85.00 | 921.00 | 34.00 | .00 | .00 | 2.00 | 6.00 | 105.00 |
| O COUNTY OFFICER | 21562.19 | .00 | 578.40 | 16287.63 | 994.00 | 48.00 | .00 | 7.00 | 130.00 | 3517.16 |
| T STATE OFFICER | 2636.00 | .00 | 81.00 | 1165.00 | 128.00 | 819.00 | .00 | .00 | 18.00 | 425.00 |
| Z DUII | 3208.50 | .00 | 420.00 | 2634.50 | 48.00 | .00 | .00 | .00 | 6.00 | 100.00 |
| W STATE WEIGHMAST | 432.00 | .00 | .00 | 196.00 | .00 | 186.00 | .00 | .00 | .00 | 50.00 |
| V MISD. | 1872.00 | .00 | 295.00 | 1321.00 | 48.00 | .00 | .00 | .00 | 6.00 | 202.00 |
| D ANIMAL VIOLATIO | 390.00 | .00 | .00 | 247.00 | 16.00 | .00 | .00 | .00 | 2.00 | 125.00 |
| ** COLUMN TOTALS ** | 31290.69 * | .00 * | 1496.40 * | 22772.13 * | 1268.00 * | 1053.00 * | .00 * | 9.00 * | 168.00 * | 4524.16 * |

| CITY SHARE BREAKDOWN | COUNTY SHARE BREAKDOWN | STATE SHARE BREAKDOWN | MISCELLANEOUS OTHER |
|----------------------|------------------------|-----------------------|---------------------|
| FINE SHARE..... | FINE SHARE..... | FINE SHARE..... | OTHER..... |
| COURT COSTS..... | COURT COSTS..... | UNITARY AS..... | COMP. FINES..... |
| CLERK COSTS..... | CLERK COSTS..... | DMV FEES..... | RESTITUTION..... |
| | JAIL 60% | STATE MISC | |
| SUPPL ASSESS..... | SUPPL ASSESS..... | DWS CONV FEE..... | |
| | JAIL HB2562..... | STATE OBLIG | |
| NON-COST COURT... | NON-COST COURT... | VICTIM ASSIST..... | |
| | SMALL CLAIMS..... | | REFUNDS..... |
| COURT SECURITY... | COURT SECURITY.... | | COLL. AGY. |
| | ATTORNEY FEES..... | | |
| TOTAL CITY | TOTAL COUNTY | SECTION 6B-CFA | |
| | | TOTAL STATE | |

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JUNE, 2020

SIGNED



TITLE--JUSTICE CT JUDGE DATE 7/02/20

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

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

Written quarterly activity report

2. FISCAL IMPACT:

n/a

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

Written report, discussion as necessary.

Attach additional background documentation as needed.

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

Important Submission Instructions
 ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: CVSO-NSOFunding@ODVA.state.or.us

Reports are due NO LATER THAN the last working day of the month following the end of the fiscal quarter.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285 | <input type="checkbox"/> 1 st Quarter (July, August, September) <input type="checkbox"/> 2 nd Quarter (October, November, December) <input type="checkbox"/> 3 rd Quarter (January, February, March) <input checked="" type="checkbox"/> 4 th Quarter (April, May, June) |
| Name of County | Time Period |
| MORROW | July 1, 2019 through June 30, 2020 |

| INTERVIEW PROCESS | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------|
| Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec. | | |
| Total In-Office Interviews | Total Out-of-Office Interviews | Total Interviews for Quarter |
| 87* 3 | 1 | 91 |

| CLAIMS/APPEALS/BENEFIT AWARDS | |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney. | |
| Original USDVA Form 526, 527, or 534 filed this quarter: | 6 |
| Original USDVA Form 1010EZ/1010EZR (enrollment for health care) filed: | 3 |
| USDVA Form 20-0995 (decision review/supplemental claim) filed: | 2 |
| NOD/VA Form 9/VA Form 0996/VA Form 10182 filed: | 1 |
| Total Amounts this Qtr (new monthly awards): \$ not current | Retroactive Awards for the Quarter: \$18,278.67 |

| OUTREACH CONDUCTED | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------|
| Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview. | | |
| The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in you county. | | |
| Location of Event | Other Departments/services Attending | Approximate Number of People Attending |
| Neighborhood Center, Heppner | | 6+ |
| Irrigon/Boardman Assistance Center | | 7+ |
| Veterans Food Boxes* | | |
| Social Media Posts * | | |
| Newspaper Ads* | | |
| | | |

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

| OTHER SERVICES PERFORMED |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other services performed outside of applications for VA benefits. For example: assistance with housing, clothing allowance, VA medical billing issues, transportation solutions, overpayment, assistance applying for other benefits (e. g., SSI), etc. |
| Assistance with employment, VA billing issues, Home health needs, understanding VA benefits. |
| Multiple resources due to damaging windstorm, housing, (vet w/o rental insurance) assist with rental that accepts multiple pets & livestock, multiple referrals. Vet w/o phone - VA provided notepad due to limited speaking ability |
| Referral to Home loan programs, social security & tax resources. Referral to Police Dept. |
| Referral to prosthetics. Assist with VA HC appointment |
| Referral to Domestic Violence services |
| Referral to Veterans Service organization |
| Referral to SSVF Supportive Services for Veteran Families, referral to other county VSOs |
| Please list below any veteran or non-veteran specific meetings attended. These meetings serve to get veteran information to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Homeless Veteran Task Force, Rotary Club, Lions Club, Elks Club, or County Transportation Boards. |
| Boardman Food Pantry organizational meetings |
| Walla Walla VAMC Quarterly meeting, Community Counselling Solutions- Improving Veterans Services- |
| Morrow County Advisory Committee meeting |
| OCVSOA weekly meetings |
| COVID19 Morrow county meetings |
| Please list below any Conferences or Training events attended. |
| VSO TRIP Training |
| Suicide Awareness- Our Words Matter |
| NVLSP -Helping Post 9/11 Combat Veterans with TBI and PTSD |
| NVLSP -Identifying Duty to Assist Errors: Reasons Why a VA Medical Examination May Be Inadequate |

Please attach a blank page to add any additional activities or innovations your office performed or accomplished this quarter.

| CERTIFICATION AND SIGNATURE | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief. | |
| County Veterans' Service Officer Signature | Date Signed |
| | 7/2/2020 |



**Pacific Northwest Region
Malheur National Forest**
431 Patterson Bridge Rd.
John Day, OR 97845
www.fs.usda.gov/malheur

**Pacific Northwest Region
Umatilla National Forest**
72510 Coyote Rd
Pendleton, OR 97801
www.fs.usda.gov/umatilla

**Pacific Northwest Region
Wallowa-Whitman National Forest**
1550 Dewey Ave.
Baker City, OR 97814
www.fs.usda.gov/wallowa-whitman

NEWS RELEASE

Contact: Mary Hamiscevz (541) 575-3144
Darcy Weseman (541) 278-3722
Peter Fargo (541) 523-1231

June 24, 2020

Northeast Oregon Forests seeking members for Resource Advisory Committee

JOHN DAY, PENDLETON, and BAKER CITY, Ore. – The Northeast Oregon Forests Resource Advisory Committee is seeking nominees for new members to serve on a vital Resource Advisory Committee (RAC). The committee is tasked with recommending projects to improve forest health, watersheds, roads and facilities around Malheur, Umatilla and Wallowa-Whitman National Forests.

The projects that are funded through the RAC are important to the communities of Northeast Oregon and are varied in focus and scope, ranging from fish passage restoration to constructing new trails. Beyond getting important work done, projects have also utilized youth crews which provide young people with unique opportunities to develop a love of the outdoors while gaining valuable hands-on work experience.

RAC committee members are officially appointed by the Secretary of Agriculture for a term of 2 years, and although they cannot be compensated for their work, members can get reimbursed for travel expenses to, during and from meetings. In order to ensure that the group can accomplish its goals, members are expected to participate in two full-day meetings each year. Residents of Baker, Crook, Grant, Harney, Malheur, Morrow, Union, Wallowa, and Wheeler Counties are particularly encouraged to submit applications although others may apply.

RACs have been found to work best when many interests and industries are represented by their members. Recreation groups, environmental groups, industry leaders and employees, tribal representatives, elected officials and local residents are all needed to provide a balanced and diverse group.

The three categories of committee members needed are: A) Industry professionals with experience in forest products, recreation, mining, grazing, or timber, B) environmental groups and individuals connected to groups

NEWS RELEASE, continued

interested in wild horses, archeology, and dispersed recreation, and C) elected officials, American Indian tribal representatives, school officials or teachers.

Nominations will be accepted until September 30, 2020.

Nominations must contain a completed application packet that includes the nominee's name, resume, and completed Form AD-755 (Advisory Committee or Research and Promotion Background Information). The package must be sent to.

Malheur National Forest:

Prairie City Ranger District

Attention: SRS RAC

P.O. Box 337

Prairie City, OR 97869

The Form AD-755 may be obtained from the following SRS RAC website:

<http://www.fs.usda.gov/main/pts/specialprojects/racs>

If you are interested in serving on the Northeast Oregon Forests RAC, or would like more information about the responsibilities of the RAC, contact Ed Guzman, Northeast Oregon Forests Designated Federal Official (541) 820-3801 or by email at: edward.r.guzman@usda.gov

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