

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, August 19, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Electronic Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. **Minutes: August 6th Joint Meeting with the Port of Morrow**
 - c. Resolution No. R-2020-21: Joint Sponsorship of an Enterprise Zone Application Between Morrow County and the Port of Morrow
 - d. COVID-19 Emergency Business Assistance Program Forgivable Loan Contract, Tillamook-State-County Partnership, OBDD Contract #C2020392
5. **Business Items**
 - a. Irrigon Building Update with Owner's Representative, Becky Blankenship, Hill International
 - b. Easement Request from Umatilla Electric Cooperative (Justin Nelson, County Counsel; Matt Scrivner, Public Works Director)
 - c. Solid Waste Advisory Committee Appointment Request – Blaine Middleton (Sandi Pointer, Public Works Management Assistant)
 - d. Morrow County Government Command Center Update
 - e. Intent to File Application for Oregon Coronavirus Relief Funding for Cultural Support (Gregg Zody, Community Development Director)
6. **Department Reports** – None Scheduled
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
10. **Sign documents**
11. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the

Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, 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>

**MINUTES OF THE JOINT MEETING OF THE
MORROW COUNTY BOARD OF COMMISSIONERS AND
THE PORT OF MORROW COMMISSION**

**Thursday, August 6, 2020 at 6:00 p.m.
Port of Morrow Riverfront Center, Port Commission Room
2 Marine Drive, Boardman**

The meeting was called to order by the host, Port of Morrow Chair Rick Stokoe at 6:06 p.m.

Chair Stokoe welcomed everyone and handed the meeting over to Greg Sweek, contracted by Morrow County to serve as manager for the purpose of facilitating the application process for the Enterprise Zone III with the State of Oregon.

Mr. Sweek gave a brief history of the Enterprise Zones in Morrow County and the details of this being the third iteration of such zones in Morrow County. He summarized the purpose of the meeting was to gather input and concerns of affected Taxing Districts.

The taxing districts and attendees of the primarily virtual meeting were identified:

Rick Stokoe – Chair, Port of Morrow Commission
Jerry Healy – Port of Morrow Commissioner
Melissa Lindsay – Chair, Morrow County Board of Commissioners
Don Russell – Morrow County Commissioner & Boardman Rural Fire Protection District
Jim Doherty – Morrow County Commissioner
Cyde Estes – Morrow County Unified Recreation District
Kathy Street – Oregon Trail Library District
Dirk Dirksen – Morrow County School District (MCSD)
Bob Houser – Morrow County Health District (MCHD)
Greg Barron – North Morrow Vector Control District
Linda LaRue – Unified Recreation District
Aaron Palmquist – Irrigon Cemetery District, Irrigon Marina Park and City of Irrigon
Karen Pettigrew – Boardman Recreation District, Boardman Cemetery District and City of Boardman Manager
Lisa Mittelsdorf – Boardman Community Development Association (BCDA) and Port of Morrow
Darrell Green – Morrow County Administrator
Mike Gorman – Morrow County Assessor and Tax Collector
Gayle Gutierrez – Morrow County Treasurer
Gregg Zody – Morrow County Community Development Director
Richard Tovey – Morrow County Counsel
Junior Drago – City of Boardman
Leslie Pierson – City of Boardman
Lori Roach – Heppner Chamber of Commerce
Dave Sykes – Gazette Times
Sheryll Bates – Willow Creek Valley Economic Development (WCVED)
Cheryl Tallman – Boardman resident

First item of business, welcome input from the Taxing Districts

Don Russell, BRFPD stated his vote in favor of the new Enterprise Zone and hoped it would continue to look at impacts to safety services, i.e., MCHD and BRFD as they have had mitigation in the way of Enterprise Zone funds in the past to assist them with unique industries that have unique needs within the growth areas, such as training and gear.

Aaron Palmquist said the Irrigon Cemetery and Irrigon Marina Park Districts were in favor of this EZ.

Cyde Estes had several questions on the disbursement verbiage in the resolutions of the POM and Morrow County. She questioned the PSU population as the population numbers that would be used. Don Russell answered with history of the PSU numbers and clarified it was not meant to be used to eliminate the Districts from disbursement but would be a guideline to disbursement when population was used. He stated there were details to work through within the IGA process of Morrow County and the Port of Morrow, such as districts and impacts to Fire Districts, law enforcement, etc. Discussion followed.

Cyde Estes stated that the Unified Rec District was in favor of the new agreement and hoped money would continue to be given to the Districts, and if the intent to do so was there, that it be memorialized in any agreement. The District would want to see money to districts based on tax rates when it was given, she said.

Kathy Street said the Oregon Trail Library District was not opposed to EZ III but asked that it be considered that they not have to go to every community/entity separately to request funds. They would like to be considered for the Education bucket of the EZ considerations directly.

Discussion from Aaron Palmquist was shared as to how Irrigon handled funds from the current Columbia River Enterprise Zone (CREZ) II and gives funds to all of the affected districts. He further supported and explained PSU population numbers and their uses by past EZ boards. He said he pushed for this as it was consistent and set a standard based on demographics.

Discussion of PSU population numbers, taxing districts and past distributions ensued.

Bob Houser said he had no problem or objection, as representative of the Morrow County Health District. He agreed he would also like to see assistance to the MCHD continue in the future as it had been a great help.

Dirk Dirksen, MCSD said they were supportive of the EZ III plan and thankful for the education dollars received via the Education Foundation. He shared that these dollars made a significant difference to the schools in Morrow County.

Don Russell commented that everyone would understandably like a guarantee of funds in the future but in the past, that had not been the case. He pointed out that the decision makers are often elected officials in this process and therefore things can change depending on that scenario.

Rick Stokoe reminded the group that an IGA will still need to be worked through regarding the operational details which will take a lot of work. There was a discussion about the process and the steps yet to complete.

Greg Sweek reminded everyone that the application would go to the state around the end of August and the IGA was a separate process.

Boardman Cemetery District, Karen Pettigrew, stated they had no issues and hoped they might see money when the EZ was updated this time.

Greg Barron, with North Morrow County Vector Control, stated they had no problem with the application and appreciated the new businesses and help; they were in favor.

Rick Stokoe asked if there were any other comments.

Karen Pettigrew with the Boardman Park District, also mentioned appreciation for all they have received and were supportive.

Don Russell said the Port of Morrow has had success with industries and economic development competing with 74 other enterprise zones and 39 rural enterprise zones in the state and to compete, they needed this in their tool shed.

Greg Sweek recapped the EZ application details and pointed out that it was currently in the application at 11.5 square miles leaving 3.5 square miles available, so there would be room to grow and there were lots of possibilities to add.

Rick Stokoe discussed the Port activities and their desire to site projects everywhere county-wide to attract to the entire Morrow County region.

A thank you was expressed by Mr Stokoe from the Port and County to those in attendance and the meeting was adjourned at 6:52 p.m.



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

(For BOC Use)
Item #
4C

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

Presenter at BOC: Richard Tovey
Department: County Counsel
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5626
Requested Agenda Date: 08/19/2020

Resolution No. R-2020-21: Morrow County and Port of Morrow Joint Sponsorship of an Application for Designation of an Enterprise Zone

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

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

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

Reviewed By:
Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
R. Tovey 8/17/2020 County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Final resolution for the creation of the Columbia River Enterprise Zone III with Exhibits.

2. FISCAL IMPACT:

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

Approve and sign Resolution No. R-2020-21.

Attach additional background documentation as needed.

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

A RESOLUTION TO JOINTLY SPONSOR)
BETWEEN THE PORT OF MORROW AND) RESOLUTION NO. R-2020-21
MORROW COUNTY AN APPLICATION FOR)
DESIGNATION OF AN ENTERPRISE ZONE)

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

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

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

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

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

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

WHEREAS, all of the other municipal corporations, school districts, special service districts and so forth, other than the sponsoring governments, that receive operating revenue through the levying of *ad valorem* taxes on real and personal property in any area of the proposed enterprise zone were sent notice and invited to a public meeting on August 6, 2020 regarding this proposal, in order for these sponsoring governments to effectively consult with these other local taxing districts of the proposed enterprise zone's designation; and

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

NOW THEREFORE BE IT RESOLVED that the Port of Morrow and Morrow County propose and apply as joint sponsors and will include Port of Morrow with three voting members, Morrow County with three voting members, for an Oregon enterprise zone to be named: The Columbia River Enterprise Zone III, and request that the director of the Oregon Business Development Department (OBDD) order the designation of this enterprise zone. Each agency to determine its voting members. Approval to enter into a written agreement with a business firm will be based on majority rule (four of six members must vote affirmative).

BE IT FURTHER RESOLVED that if a Columbia River Enterprise Zone III project being considered is located in a city's or community's area of influence as defined in the map attached as Exhibit B, then the voting members for approval shall be as follows: Port of Morrow (two voting members), Morrow County (two voting members), and city (two voting members).

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that said boundaries for determining any specific and local municipality involvement or voting authority will be determined by designated area of

influence around each city in Morrow County, of which all entities are in Morrow County described in Exhibit B.

BE IT FURTHER RESOLVED, that if and when a business or project to be sited/developed in an area of influence described in Exhibit B, that local municipality will be seated at the negotiating table to determine and agree to such impact, support and distribution of funds.

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

BE IT FURTHER RESOLVED, that more specific Intergovernmental Agreements and mapping will be developed between the sponsors and local municipalities (area of influence as defined in the map attached as Exhibit B) on the siting of a potential project(s), the disbursement of potential funds, and the process to ensure full community support and inclusiveness.

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

BE IT FURTHER RESOLVED, nothing in this Resolution is intended to supersede or go counter to any applicable Oregon Revised Statutes or Oregon Administrative Rules. It is the intent of sponsor entities to comply with all applicable Oregon Revised Statutes or Oregon Administrative Rules.

BE IT FURTHER RESOLVED, that R-2020-19 is hereby superseded.

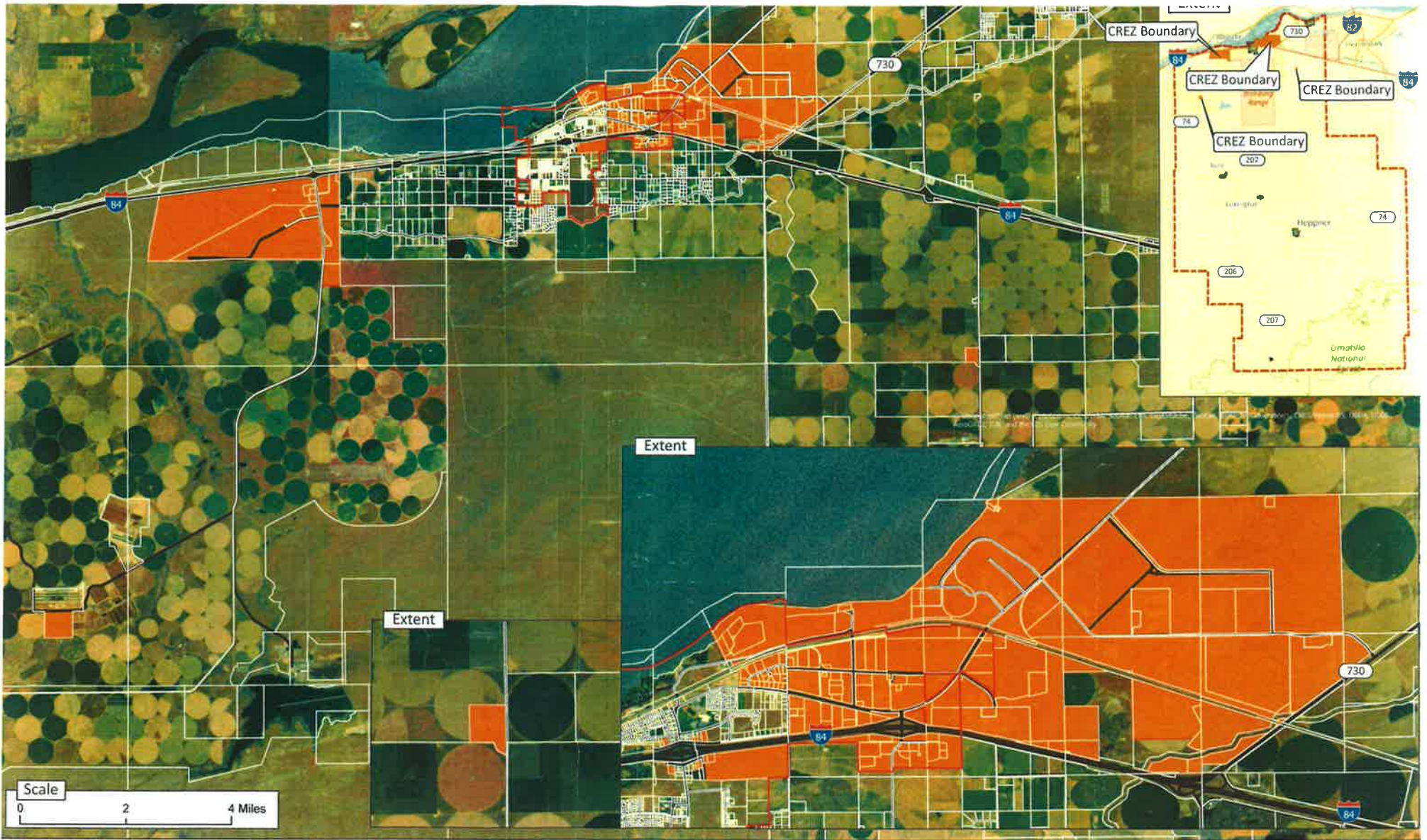
DATED this 19th day of August 2020.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner



CREZ Boundaries

Legend

City Limits

Tax Lots

2020 CREZ Boundary

Exhibit A



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



Fig. 1

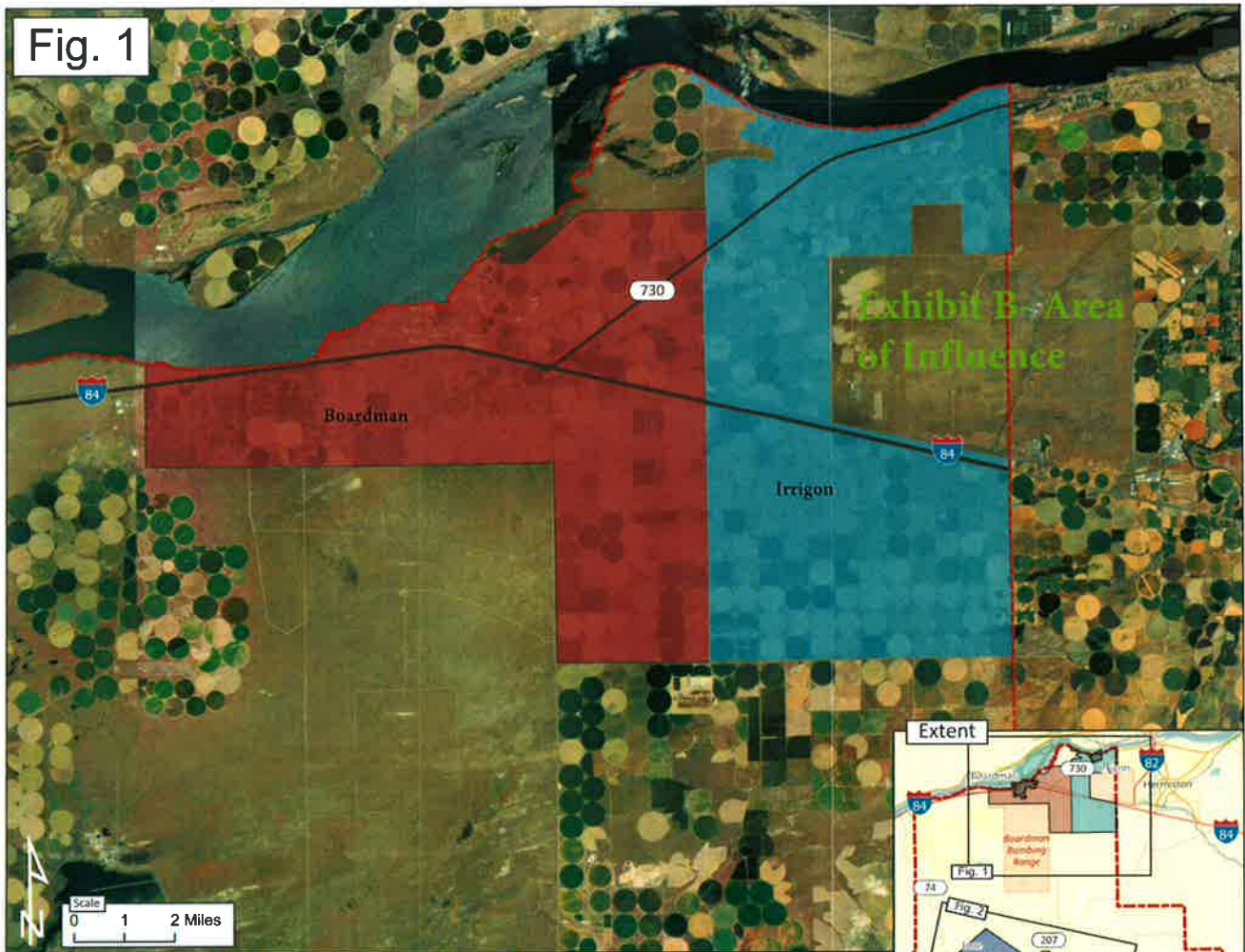
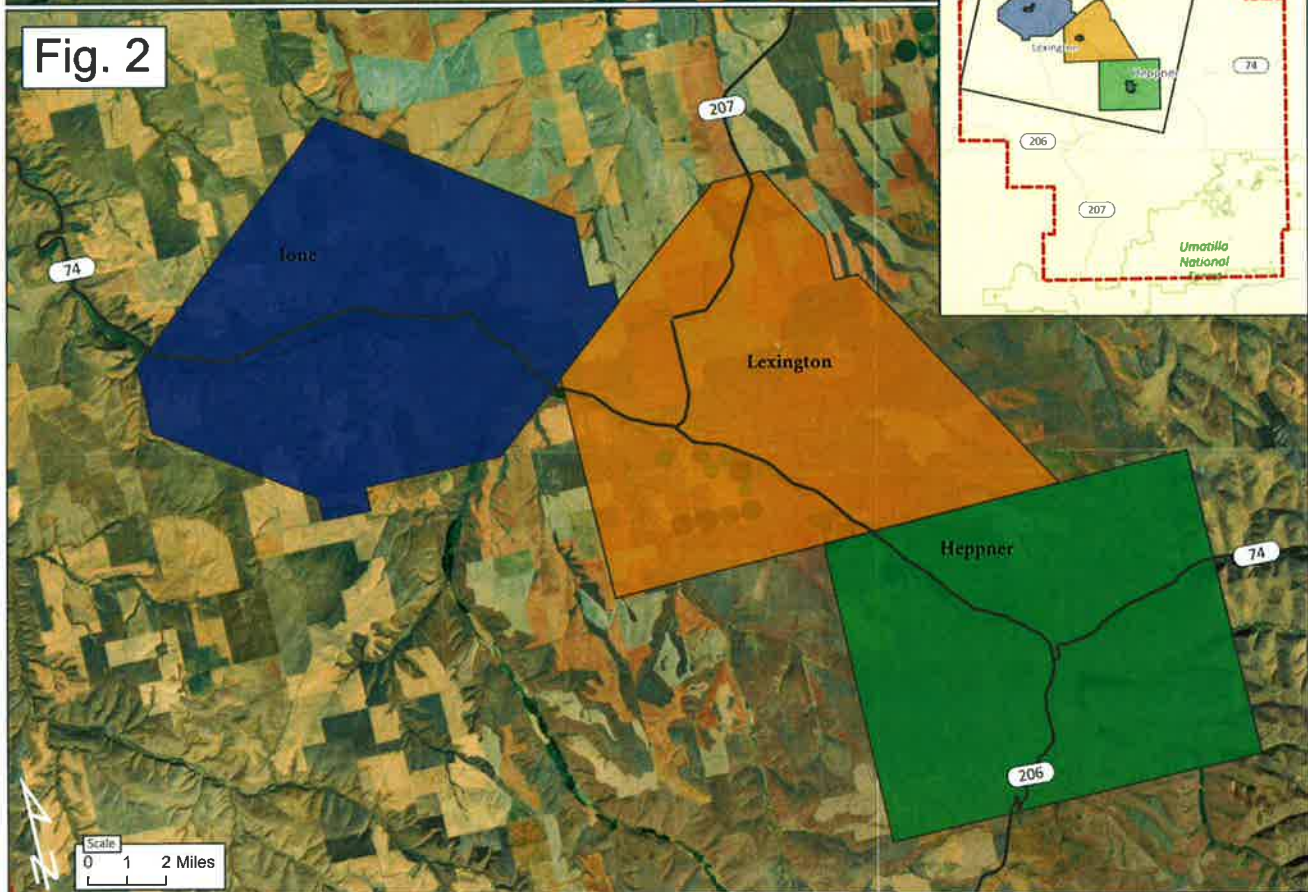


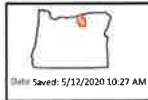
Fig. 2



Proposed CREZ
Boundaries
Exhibit B

Legend

- Boardman = 32,244 ac²
- Heppner = 32,058 ac²
- Ione = 32,051 ac²
- Irrigon = 32,761 ac²
- Lexington = 32,273 ac²



Cartography By: Stephen Wrecsics
Morrow County Planning Department
Coordinate System: NAD83 Oregon GIC Lambert 1
Datum: North American 1983
Project on: Lambert Conformal Conic

Columbia Enterprise Zone III

- Township 3 North, Range 23 EWM:

That portion of parcel 1, partition plat 2001-06, according to the plat thereof, records of Morrow County, Oregon, described as follows:

Beginning at the most southeasterly corner of said parcel 1; thence north 00°00'00" west 2640.0 feet along the easterly boundary of said parcel 1 to an angle point in said boundary; thence leaving said easterly boundary, south 90°00'00" west 2800.0 feet to an angle point in the westerly boundary of said parcel 1; thence south 00°00'00" east 2640.0 feet along said westerly boundary to the most southwesterly corner of said parcel 1; thence north 90°00'00" east 2800.0 feet along the southerly boundary of said parcel 1 to the point of beginning.

- Township 4 North, Range 24 EWM:

All of Partition Plat 1999-11;
 All of Partition Plat 2003-4;
 Partition Plat 2012-3, portion of Parcel 1 in the NE1/4 of Section 27 lying East of Tower Road

- Township 4 North, Range 25 EWM:

Section 1: All
 Section 2: All lying South of Columbia River
 Section 3: All lying South of Columbia River
 Section 4: All lying South of Columbia River
 Section 9: All of C. Locke, Sr Industrial Park;
 All of Partition Plat 2019-9;
 All of Partition Plat 2020-4;
 All of Partition Plat 2008-7;
 All of Partition Plat 2019-12;
 Partition Plat 2016-4, Parcel 1;

Beginning at the Southeast Corner of Lot 1, Block 6, Boardman; thence North 87°22'46" West along the North line of Northeast Front Street a distance of 114.44 feet to the East line of East First Street; thence North 2°37'14" East along said East line a distance of 80.54 feet to a point of curvature; thence along the arc of an 880.00 foot radius curve left a distance of 88.88 feet; thence South 86°14'10" East a distance of 240.95 feet to the West line of that tract of land described in Book 72, Page 558 Morrow County Deed Records; thence South 7°48'51" East a distance of 170.40 feet to the Easterly extension of the North line of Northeast Front Street; thence North 87°22'46" West along said North line to the point of beginning;

All of Lots 1 & 2, Block 2, South Boardman subdivision to City of Boardman, together with that portion of the Southwest

Quarter of Section 9, beginning at the SW corner of Lot 1, Block 2 South Boardman, thence S87°18'13"E along the South Line of Lot 1, 94.64 ft, thence S82°32'26"W 93.12 ft, thence N7°34'40"W 16.69 ft to the point of beginning. Also excepting beginning at the SE corner of Lot 2 Block 2, South Boardman, thence N87°18'13"W along South line of Lot 2 and South line of Lot 1, 148.06 ft, thence N82°32'26"E 145.68 ft to East line of Lot 2, thence S7°36'11"E 26.11 ft to point of beginning;

Lots 1, 2, 3, E 60 ft Lot 7, & Lot 8, Block 3 Boardman Addition

Section 10: N1/2, N1/2 S1/2, N 1111.3 ft of the SW1/4 SE1/4, N 989.9 ft of the SE1/4 SE1/4;

All of Block 4, Port of Morrow Food Processing Park subdivision

Section 11: N1/2, NW1/4 SW1/4, NE1/4 SW1/4 lying N of Interstate 84, SW1/4 SW1/4 excluding the S 330 ft; S1/2 SE1/4 lying N of Interstate 84

Section 12: N1/2 NW1/4, SE1/4 NW1/4 lying N of Union Pacific RR, NE1/4, W1/2 SW1/4 lying N of US Highway 30, N1/2 SE1/4; beginning at a point which is the SE corner of Section 12, thence N1°36'46"W 808.37 ft along the E line to the true point of beginning, thence NWly along the perimeter of a 881.67 ft radius circle a distance of 595.32 ft (chord bears N67°49'18"W 583.07 ft), thence N41°14'20"E 787.52 ft to E line Section 12, thence S1°36'46"E alone E line 810.32 ft to the true point of beginning.

All of Partition Plat 2012-09

- Township 4 North, Range 26 EWM

Parcel 1 of Partition Plat 2006-5 (including part in 3N26)

Section 6: All

Section 7: All lying NWly of US Highway 30, excluding S 330 ft

Section 8: Partition Plat 2016-6, Parcel 3



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Chair Melissa Lindsay
Department: Board of Commissioners
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: August 19, 2020

(No acronyms please)

Emergency Business Assistance Program Forgivable Loan Contract
Tillamook-State-County Partnership Grant

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Business Development Department

Contractor/Entity Address: 775 Summer Street NE, Suite 200

Effective Dates - From: 8/19/20

Through: 45 days post-signature

Total Contract Amount: \$50,000.00 (County)

Budget Line:

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

Reviewed By:

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

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

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

A contract between Oregon Business Development Department and Morrow County to provide COVID-19 relief fund in the amount of \$150,000.00 from State dollars; \$100,000.00 from Tillamook County Creamery Association (TCCA); and \$50,000.00 from Morrow County funds through a forgivable loan program to operate a COVID-19 Emergency Business Assistance Fund that provides grants to individual businesses affected by the COVID-19 epidemic to serve businesses that were prohibited from operation as directed by the Governor of Oregon's Executive Order No.20-12 and are able to demonstrate that the epidemic has caused economic hardship. as defined by Business Oregon and further advised by TCCA with consideration for hospitality-based businesses and restaurants.

2. FISCAL IMPACT:

Positive impact for the small businesses impacted by the epidemic and restoring the County's tax revenue base.

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

Motion to approve the COVID-19 Emergency Business Assistance Program Forgivable Loan Contract (#C2020392) and authorizing Chair Lindsay as signatory.

Attach additional background documentation as needed.

**COVID-19 EMERGENCY BUSINESS ASSISTANCE PROGRAM
FORGIVABLE LOAN CONTRACT**

OBDD Contract Number C2020392

This forgivable loan agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Business Development Department (“OBDD”) and Morrow County (“Recipient”) for capitalizing a COVID-19 Emergency Business Assistance Program sponsored by Recipient and described in Exhibit A (“Program”). This Contract becomes effective only when fully signed and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire 45 days after the Program Completion Deadline. Contract termination shall not extinguish or prejudice OBDD’s right to enforce this Contract with respect to any default by Recipient that has not been cured.

This Contract includes Exhibit A - Program Description and Requirements and Exhibit B - FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a)).

OBDD is authorized to enter into Loan agreements and make Loans from the Oregon Business, Innovation and Trade Fund established in ORS 285A.227, including this Contract.

SECTION 1 - FUNDING ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a forgivable loan (the “Loan”) in an aggregate amount not to exceed \$150,000.

SECTION 2 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, OBDD shall disburse the full Loan to Recipient.
- B. Conditions Precedent to Disbursement. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its attorneys:
 - (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
 - (3) Documentation satisfactory to OBDD that, in addition to the Loan, Recipient has available or has obtained binding commitments for all funds necessary to complete the Program, including matching funds in at least a 1:1 ratio.

OBDD has no obligation unless it has appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to disburse funds in accordance with the terms of this Contract, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.

SECTION 3 - USE OF LOAN; CARES ACT REQUIREMENTS

The Recipient shall use the Loan only for the activities described in Exhibit A. The Recipient may not use the Loan to cover costs scheduled to be paid for by other financing for the Program from another State of Oregon agency or any third party, or to retire any Recipient debt.

Recipient shall ensure that the project and all expenditures comply with Section 5001 of the federal CARES Act, through the Coronavirus Relief Fund, which is the source of funds for this Loan, and comply with any implementation guidance from the U.S. Department of the Treasury. Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, requires that Recipient use the Loan to provide small business assistance grants to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in its budget most recently approved as of 27 March 2020; and (3) were or are incurred during the period that begins on 1 March 2020, and ends on 30 December 2020.

Recipient must ensure that any distribution or payment of the federal funds paid under this Contract, by means of any grant, subgrant, contract or other agreement between Recipient and another party includes the requirement that such funds must be used solely in a manner that complies with the provisions of the CARES Act.

Any Loan funds disbursed to Recipient that are not used according to this Contract or that remain after the Project is completed, this Contract is terminated or after the Program Completion Deadline, shall be immediately returned to OBDD, unless otherwise directed by OBDD.

SECTION 4 - LOAN REPAYMENT; LOAN FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. The obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Program, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Program or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. No Interest. The Loan bears no interest.
- C. Loan Forgiveness. OBDD shall forgive repayment and cancel the Loan by notice to Recipient, as soon as it determines that all of the following conditions are met:
- (1) Recipient has completed the Program no later than the Program Completion Deadline, which date is 45 days after receipt of the Loan proceeds, unless otherwise allowed by OBDD in writing.
 - (2) No Event of Default has occurred and continues.
 - (3) No later than 30 days after the Program Completion Deadline, Recipient submits the reporting required in Exhibit A, in form and substance satisfactory to OBDD.

- D. Partial Loan Forgiveness; Repayment of Unforgiven Loan. If Recipient is unable to award grants to businesses (including matching funds) as required by this Contract, equal to the full amount of the Loan, OBDD will forgive that portion of the Loan meeting all the conditions in Subsection C above and notify Recipient in writing. Recipient shall pay all unforgiven Loan principal to OBDD not later than 30 days after receiving notice of partial forgiveness, unless otherwise provided by OBDD in writing.

SECTION 5 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Program related to the ability of Recipient to make all payments and perform all obligations required by this Contract.
- B. Internal Controls; Monitoring of Subrecipients. Recipient must have a system of internal controls in accordance with 2 CFR §200.303, and must implement the requirements of 2 CFR §§ 200.330 through 200.332 regarding Monitoring and Management of any subrecipients.
- C. Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number is 21.019. Recipient is a sub-recipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Recipient also must comply with applicable restrictions on subawards (“subgrants”) to subsequent tier subrecipients.
- E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

- F. Federal Funds. OBDD's payments to Recipient under this Forgivable Loan will be paid by funds received by OBDD from the United States Federal Government. Recipient, by signing this Contract, certifies neither it nor its employees, contractors, subcontractors or subrecipients who will perform the Project activities are currently employed by an agency or department of the federal government.
- G. Records Retention. Recipient will cooperate with OBDD to provide all necessary financial information and records to comply with CARES Act reporting requirements. Recipient will keep proper books of account and records on all activities associated with the Loan, including, but not limited to grant awards and payments, instruments, agreements and other supporting financial records documenting the use of the Loan, including all grant applications and supplemental documentation provided by business applicants. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records from the later of the date of this Contract until five years after the Program Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved.
- H. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Program. The Recipient shall supply any Program-related information as OBDD may reasonably require.
- I. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- J. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Program; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

A. Organization and Authority.

- (1) The Recipient is a county, validly organized and existing under the laws of the State of Oregon.
- (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive funding for the Program.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

- B. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Program, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- C. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Program or the ability of Recipient to perform all obligations required by this Contract.
- D. Governmental Consent. The Recipient has obtained or will obtain all approvals, notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Program.

SECTION 7 - DEFAULT

Any of the following constitutes an "Event of Default":

- A. Payment Failure. The Recipient fails to make any Loan payment when due.
- B. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Loan or the Program.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD's obligations to make the Loan or further disbursements, return of all or a portion of the Loan amount, and declaration of ineligibility for the receipt of future awards from OBDD. OBDD may also recover all or a portion of the outstanding balance due under the Loan from Recipient by deducting the amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Loan amount, Recipient shall pay the amount upon OBDD's demand. OBDD reserves the right to turn over any unpaid debt from this Contract to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. The remedies are cumulative and not exclusive of any remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in available revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. There is a change in federal or state laws, rules, regulations or guidelines so that the Program funded by this Contract is no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

SIGNATURE PAGE FOLLOWS

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Business Development Department



MORROW COUNTY

By: _____
Chris Cummings, Interim Director

By: _____
Melissa Lindsay, Executive Director

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 30 July 2020

Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - PROGRAM DESCRIPTION AND REQUIREMENTS

OBDD

State of Oregon, acting by and through its
Business Development Department,
775 Summer Street NE Suite 200
Salem OR 97301-1280

Contract Administrator: Shanna Bailey

Telephone: 541-786-4630

Email: shanna.bailey@oregon.gov

Recipient

Morrow County

PO BOX 788
Heppner OR 97836

Contact: Melissa Lindsay, Morrow County
Commissioner

Telephone: 541-561-0234

Email: mlindsay@co.morrow.or.us

Program Requirements

Recipient will operate a COVID-19 Emergency Business Assistance Fund that provides grants to individual businesses affected by the COVID-19 epidemic, as described below. Recipient will provide its own funds for the Program to match the Loan amount, in at least a 1:1 ratio.

Eligible Business Applicants

1. Businesses must be adversely affected economically in either one of the following two categories:
 - Those for-profit and non-profit (limited to 501(c)(3) corporations) businesses that were prohibited from operation as directed by the Governor of Oregon's Executive Order No. 20-12.
 - Those for-profit businesses that can demonstrate a one month decline in sales due to the COVID-19 epidemic of 50% or more in one of the months of March, April, May, June, July or August 2020 as compared against sales in the month of January 2020 or February 2020, or for companies with cyclical or seasonal sales, compared with the comparable month in 2019. Those 501(c)(3) non-profit businesses that can demonstrate a decline in revenue due to the COVID-19 epidemic of 50% or more in one of the months of March, April, May, June, July or August 2020 as compared against revenue in the month of January 2020 or February, or for non-profits with cyclical or seasonal revenues, the comparable month in 2019.
2. Businesses must have 25 or fewer employees.

Ineligible Business Applicants

Ineligible applicants include the following categories of businesses:

1. Passive real estate holding companies and others holding passive investments.
2. Non-profit entities that do not have federal 501(c)(3) status.
3. Businesses that fail to certify they are not delinquent on federal, state or local taxes that were due before the date of application.
4. Businesses that do not certify they are in compliance and will comply with all federal, state and local laws and regulations.
5. Businesses not headquartered and with principal operations in Oregon.
6. Businesses not registered to do business in Oregon (Secretary of State Business Registry verification) if such registration is required.

7. Performing arts venues and cultural or arts organizations that receive funds under the statewide Business and Cultural Support program established by the 14 July 2020 Legislative Emergency Board. (Recipient must notify any applicants that are performing arts venues and cultural organizations about this exclusion. Should such an applicant wish to apply under this program and waive their ability to apply under the Business and Cultural Support program, contact OBDD for direction.)

Program Access

It is intended that these funds are equally accessible to all Oregonians, so Recipient will conduct a robust marketing program that reaches out locally to businesses owned by members of historically disadvantaged population groups (including but not limited to Asian, Black, Hispanic, Native American, and Women Owned Businesses) at least to the extent described in its proposal to OBDD, and Recipient must:

- Utilize program marketing materials and application materials provided by OBDD and made available in languages that are representative of the local population.
- Conduct a stepped marketing program that reaches out and markets to members of historically disadvantaged population groups in advance of marketing to the general public.

Business Applications and Support Documentation

In general, Recipient will, applying its best judgment in individual cases, ensure that businesses:

- Document the federal assistance amount they have received as of the date of application from the Small Business Administration's Paycheck Protection Program (PPP); Economic Injury Disaster Loan Emergency Advance program (EIDL); or other federal programs for emergency pandemic funding. (Awards must be reduced by the amounts received from those programs.)
- Self-certify that their business incurred COVID-pandemic impacts between 1 March 2020 and 30 December 2020 (CARES Act funding restriction).
- Demonstrate:
 - That they were prohibited from operation as directed by Executive Order No. 20-12; or
 - That the for-profit business had a one month decline in revenue decrease of 50% or more due to the COVID-19 pandemic in the month of March, April, May, June, July or August 2020, as compared against the sales or revenues of January or February, or for companies with cyclical or seasonal sales, compared with the comparable month in 2019, or a non-profit business had a revenue decline of 50% or more due to the COVID-19 pandemic in one of the months of March, April, May, June, July or August 2020 as compared against revenue in the month of January 2020 or February 2020, or for non-profits with cyclical or seasonal revenues, the comparable month in 2019.
- Demonstrate they are headquartered and have principal operations in Oregon.
- Self-certify they are not subject to any of the ineligibility criteria.
- Self-certify that the business and its operations are, and will, remain compliant with all local, state and federal laws.
- Provide business, financial and ownership information sufficient to determine and verify eligibility (including whether or not business is owned by a Sole Proprietor).

Recipient will use a standard Grant Application Form for businesses, including a statement that applicant agrees that the State may pursue collection efforts for fraudulent or ineligible grant awards, as supplied by OBDD in multiple languages.

Grant Award Amounts

Awards to eligible businesses will be made as a grant. The amount of the grant will be the greater of two figures, subject to an applicant's ability and choice to provide documentation to support the second figure: the first based on the number of employees before the COVID-19 crisis (as of 29 February 2020); or the second based on the documented amount of fixed operating expenses for the 60 day period of 1 January through 29 February 2020. Regardless of the basis used for the calculation, the applicant must certify that their COVID-pandemic impacts were incurred between 1 March 2020 and 30 December 2020. The eligible award amounts are as follows:

- 0-5 employees
 - \$2,500, or
 - 60-day fixed expenses up to a maximum of \$5,000.
- 6-10 employees
 - \$5,000, or
 - 60-day fixed expenses up to a maximum of \$10,000.
- 11-15 employees
 - \$7,500, or
 - 60-day fixed expenses up to a maximum of \$15,000.
- 16-20 employees
 - \$10,000, or
 - 60-day fixed expenses up to a maximum of \$20,000.
- 20-25 employees
 - \$12,500, or
 - 60-day fixed expenses up to a maximum of \$25,000.

Not less than 50% of all Recipient's awards must be made to Sole Proprietor owners (with or without other employees).

Grant Award Amount Reductions

Recipient will reduce any grant award amount by any amount applicant has received from federal CARES Act funds or other federal funds including: Small Business Administration's Paycheck Protection Program (PPP); Economic Injury Disaster Loan Emergency Advance program (EIDL); and other federal programs for emergency pandemic funding.

Review of Applications

Recipient must confirm that all information and certifications provided by business applicants meet all Program requirements, including but not limited to:

- Demonstrate:
 - That the business applicant was prohibited from operation as directed by Executive Order No. 20-12; or
 - That the business applicant had a sales decrease of 50% or more due to the COVID-19 pandemic in the month of March, April, May, June, July or August 2020, as compared against the sales in January or February 2020, or for companies with cyclical or seasonal sales, compared with the comparable month in 2019. For a non-profit business, a 50% or more decline of revenue due to the COVID-19 pandemic in one of the months of March, April, May, June, July or August 2020 as compared against revenue in the month of January 2020 or February 2020, or for non-profits with cyclical or seasonal revenues, the comparable month in 2019.
- Demonstrate that the business applicant is headquartered and with principal operations in Oregon.
- Provide sufficient documentation of employee head count.

Reporting of Awards

To assist in preventing multiple grants to any business, Recipient must send notification of every award to the OBDD Contract Administrator no later than 24 hours after making the award decision, utilizing a Pre-award report form provided by OBDD.

Within 30 days of fully deploying the Loan, or 30 days after the Program Completion Deadline, whichever occurs first, Recipient will deliver a final report on the Program and information on the grant recipients on a form provided by OBDD, which will include but is not limited to:

- Number of applications received
- A listing of the direct costs incurred in the administration of the Program (payroll, marketing, et cetera)
- Number of awards made
 - Awards by #, \$ and % of allocation by voluntary reported demographic information
 - Awards by #, \$, and % of allocation by regions as defined by OBDD (i.e., Central, Coastal, Eastern, Portland, Southern, and Valley)
 - Award by #, \$, and % of allocation by company size / number of employees (0-5, 6-10, et cetera)
 - Award by #, \$ and % of allocation to sole proprietors
 - Total amount of Recipient's matching funds applied to awards made under the Program, by \$ and % match to the Loan.
- Individual business grant recipient data
 - Name of company
 - Employer Identification Number (EIN)
 - Oregon Business Identification Number (BIN)
 - Address of company
 - NAICS industry code

- Amount of award
- Federal award amounts received, listed by program
- Amount of Emergency Small Business Assistance Program award received in earlier rounds
- Legal business entity type
- # of employees as of 29 February 2020
- Reported # of jobs retained due to the award
- For owners of businesses:
 - First and last name
 - Percentage of ownership
 - Demographics as reported in a demographic questionnaire for all owners with 20% or more ownership.
- A certification by Recipient that no Loan proceeds were used to retire any of Recipient's debt.
- Any other additional information if requested by OBDD as necessary for CARES Act compliance.

Tax Responsibility

Recipient is responsible for all federal or state taxes applicable to any portion of the Loan that is forgiven. Recipient is responsible to administer all federal or state tax requirements applicable to grant awards, including delivery of IRS Form 1099-G to grant recipients.

Program Completion Deadline

Recipient must complete grant awards to eligible businesses no later than the Program Completion Deadline, which date is 45 days after receipt of the Loan proceeds, unless otherwise allowed by OBDD in writing. If Recipient is unable to complete grant awards to businesses (including matching funds) in its aggregate Loan amount by the Program Completion Deadline, Recipient shall return all unforgiven Loan principal to OBDD as provided by Section 4 of the Contract.

EXHIBIT B - FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.331(A))

(i) Recipient Name*: <i>(must match DUNS registration)</i>	COUNTY OF MORROW
(ii) Recipient's DUNS number:	01-074-1189
(iii) Federal Award Identification Number (FAIN):	N/A
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	27 March 2020
v) Grant period of performance start and end dates:	Start: 1 March 2020 End: 30 December 2020
(vi) Total amount of federal funds obligated by this Grant:	\$150,000
(vii) **Total amount of federal award committed to Recipient by Agency: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$150,000
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
(x) Name of pass-through entity:	Oregon Business Development Department
(xi) Contact information for awarding official of pass-through entity:	George Naughton, D.A.S. Chief Financial Officer 155 Cottage Street NE Salem OR 97301 CoronavirusReliefFund@Oregon.gov
(xii) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

* For the purposes of this Exhibit B, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5b

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

Presenter at BOC: Lindsay/Nelson/Scrivner
 Department: BoC/Public Works/Counsel
 Short Title of Agenda Item:
(No acronyms please) **UEC Easement**

Phone Number (Ext): 5626
 Requested Agenda Date: 8/19/2020

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

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

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
 <small style="margin-left: 150px;">DATE</small> 8/17/20	Administrator	Required for all BOC meetings
<small style="margin-left: 150px;">DATE</small>	County Counsel	*Required for all legal documents
<small style="margin-left: 150px;">DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
<small style="margin-left: 150px;">DATE</small>	Human Resources	*If appropriate

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

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):

Consideration of a utility easement with UEC across county owned property near Laurel Lane (proposed public works site).

2. FISCAL IMPACT:

Discussion regarding payment for easement will be considered at meeting and possible executive session.

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

None at this time. Board may consider approval of easement at end of presentation, or request additional time for review and consideration.

Attach additional background documentation as needed.

PORT OF MORROW
M-19768 Title Report 10750
Tax Lot 4N 25 10 3300

TALLMAN
Tax Lot 4N 25 10 3302

TALLMAN
Tax Lot 4N 25 10 3207

MORROW COUNTY
Parcel 1 of Partition Plat 201B-01
Title Report 10751
Tax Lot 4N 25 10 3211

TALLMAN
Parcel 2 of Partition Plat 201B-01
Tax Lot 4N 25 10 3205

EP: 2+05.02
2+05
2+00 1+00

CELL TOWER



UC Easement Area
1+49.58'

BPA Easement Area

BPA Easement Area

BPA Easement Area

BPA Easement Area

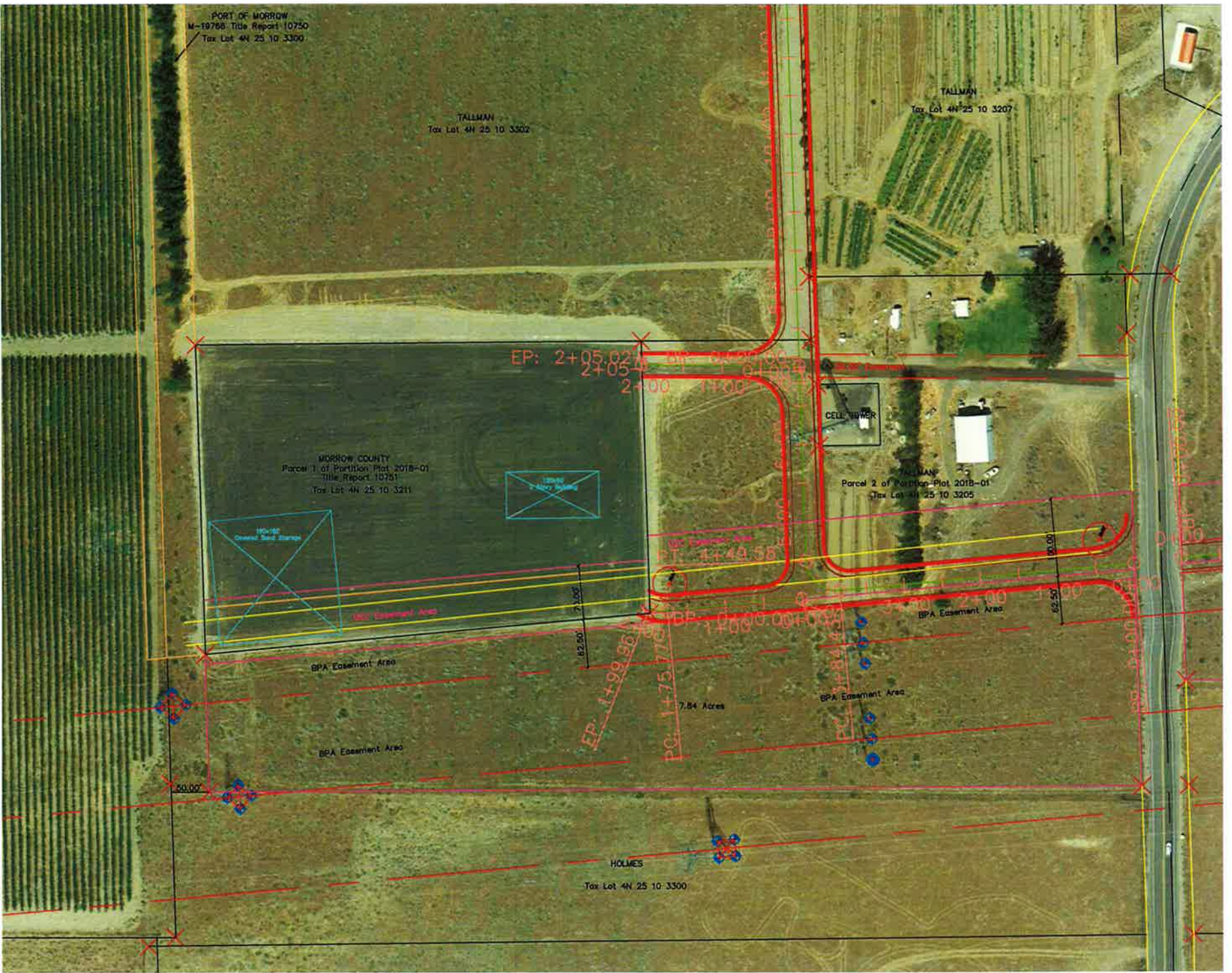
BPA Easement Area

7.84 Acres

EP: 1+99.96
PG: 1+75.77

EP: 1+87.43

HOLMES
Tax Lot 4N 25 10 3300



From: Josh Lankford [<mailto:joshua.lankford@umatillaelectric.com>]

Sent: Tuesday, August 18, 2020 1:53 PM

To: Melissa Lindsay <mlindsay@co.morrow.or.us>; Robert Echenrode <Robert.Echenrode@umatillaelectric.com>

Cc: Justin Nelson <jnelson@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Katrina Ward <Katrina.Ward@umatillaelectric.com>

Subject: RE: UEC Utility Easement

Commissioner Lindsay et al.

Please find attached an updated utility easement package for the County's consideration as part of the proposed transmission line in Boardman, dated 8-18-2020.

As discussed in a meeting at the Port of Morrow offices on July 29th with Morrow County Public Works Director, Matt Scrivner, UEC can allow a maximum storage facility and/or stockpile of road material up to 36 feet in height, anywhere within the proposed 70-foot wide easement along the County's south property line. This understanding was not properly updated within section 2.3.2 of the Option and Easement Agreement shared with you on August 5th, 2020, dated 8-4-2020. The attached option and easement agreement dated 8-18-2020 more accurately reflects the 36-foot height limit understanding and I apologize for my oversight within the earlier easement package. Nothing else was changed from the 8-4-2020 version to this 8-18-2020 version, besides the one change in section 2.3.2.

Thank you and the Commissioners for your assistance and consideration of an easement for the proposed transmission line. Thanks to Matt Scrivner for bringing this oversight to my attention, also.

Respectfully,

--

Joshua D. Lankford, PE
Vice President, Engineering & Operations



_____, 2020

MORROW COUNTY
P. O. 788
HEPNER, OR 97836

Re: Utility Line Option and Easement Agreement (the "Agreement")
Effective Date: _____, 2020
Property: Tax Lot 3211
Grantor: MORROW COUNTY PUBLIC WORKS

Dear MORROW COUNTY:

This letter constitutes the "Letter Agreement" as defined in Section 1.1 of the above referenced Agreement. Option Payment and Option Period Extension Payment pursuant to Section 1.1 of the Agreement, and Easement Payment pursuant to Section 2.2 of the Agreement, are as follows:

OPTION PAYMENT:	\$1,000
EASEMENT PAYMENT: *	\$16,275
OPTION PERIOD EXTENSION PAYMENT:	\$1,000 per year

*Easement Payment will be paid upon execution of the Option.

Please confirm your agreement to these terms by countersigning this letter where indicated below. Thank you for your cooperation and support.

Sincerely,

Umatilla Electric Cooperative

By: _____ Date: _____, 2020
Representative of Umatilla Electric Cooperative

Printed Name, Title Robert Echenrode, General Manager & CEO

Accepted and Agreed:

MORROW COUNTY

By: _____ Date: _____, 2020

Printed Name, Title _____

AFTER RECORDING RETURN TO:

Umatilla Electric Cooperative
P.O. Box 1148
Hermiston, OR 97838

REFERENCE: Tax Lot 3211

MEMORANDUM OF EASEMENT OPTION AGREEMENT

BETWEEN: Morrow County, a political subdivision of the State of Oregon (“Grantor”)
P.O. Box 788
Heppner, OR 97836

AND: Umatilla Electric Cooperative (“Grantee”)
P.O. Box 1148
Hermiston, OR 97838

Pursuant to a Utility Line Option and Easement Agreement dated _____, 2020, (“Option Agreement”), Grantor granted to Grantee an option to purchase an easement for utility purposes on that certain property in Morrow County, Oregon described as:

Land in Morrow County, Oregon, Township 4 North, Range 25 East of the Willamette Meridian, Section 10, and more particularly described as follows:

Said property being described as Parcel 1, of PARTITION PLAT 2018-1, in the County of Morrow and State of Oregon, as recorded in Morrow County Public Records on March 6, 2018 and in a Statutory Warrant Deed recorded as instrument number 2018-41882 (the “Property”).

The area of the Property encumbered by the Option Agreement is described in the attached Exhibit A. The Property is subject to the terms and conditions of the Option Agreement, for a term commencing _____ and terminating _____, subject to Grantee’s right to extend the term for two additional one-year periods as set forth in the Option, after which it will be of no further force or effect.

A complete copy of the Option Agreement may be obtained from Grantor or Grantee.

This Memorandum is being executed and recorded in the Official Records of Morrow County, Oregon, to give notice of the provisions of the Option Agreement and will not be deemed or construed to define, limit, or modify the Option Agreement in any manner.

This Memorandum of Easement Option may be executed in one or more identical counterparts, and if so executed, each counterpart shall be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. For convenience, the signature pages of each counterpart may be removed from that counterpart and attached to a single agreement.

Made and dated this _____ day of _____, 2020 (the "**Effective Date**").

GRANTOR:

MORROW COUNTY

A political subdivision of the State of Oregon

Signature

Printed Name

Title

ACKNOWLEDGEMENT

State of _____)
) SS.
County of _____)

This certifies that on this _____ day of _____, 2020, before me the undersigned personally appeared the above named _____, on behalf of **Morrow County**, in their capacity as _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

My Commission Expires _____

GRANTEE:

UMATILLA ELECTRIC COOPERATIVE

An Oregon cooperative corporation

Signature

Robert Echenrode

Printed Name

General Manager & CEO

Title

ACKNOWLEDGEMENT

State of _____)
) SS.
County of _____)

This certifies that on this _____ day of _____, 2020, before me the undersigned personally appeared the above named Robert Echenrode, on behalf of **UMATILLA ELECTRIC COOPERATIVE**, in their capacity as General Manager & CEO, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

My Commission Expires _____

JULY 30, 2020

EXHIBIT "A"

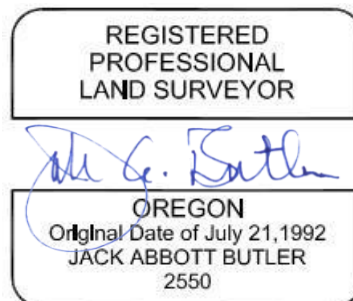
LEGAL DESCRIPTION
TAX LOT 3211 MORROW COUNTY TRANSMISSION EASEMENT

THE SOUTHERLY 70.00 FEET OF PARCEL 1 OF PARTITION PLAT 2018-1 OF THE MORROW COUNTY SURVEY RECORDS, AND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 25 EAST OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1, SAID CORNER BEING ON THE NORTHERLY LINE OF A BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE EASEMENT, THENCE SOUTH $84^{\circ}48'03''$ WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, 580.61 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH $01^{\circ}43'39''$ WEST, 70.13 FEET; THENCE NORTH $84^{\circ}48'03''$ EAST, 580.61 FEET TO THE EASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH $01^{\circ}43'55''$ EAST ALONG SAID EASTERLY LINE, 70.13 FEET TO SAID SOUTHEAST CORNER, THE NORTHERLY LINE OF SAID BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE EASEMENT, AND THE **POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 40,643 SQUARE FEET OR 0.93 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER GPS OBSERVATIONS, OREGON STATE PLANE COORDINATES.

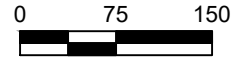


SECTION 10
TWP. 4N, RNG. 25E
MORROW CO., OREGON

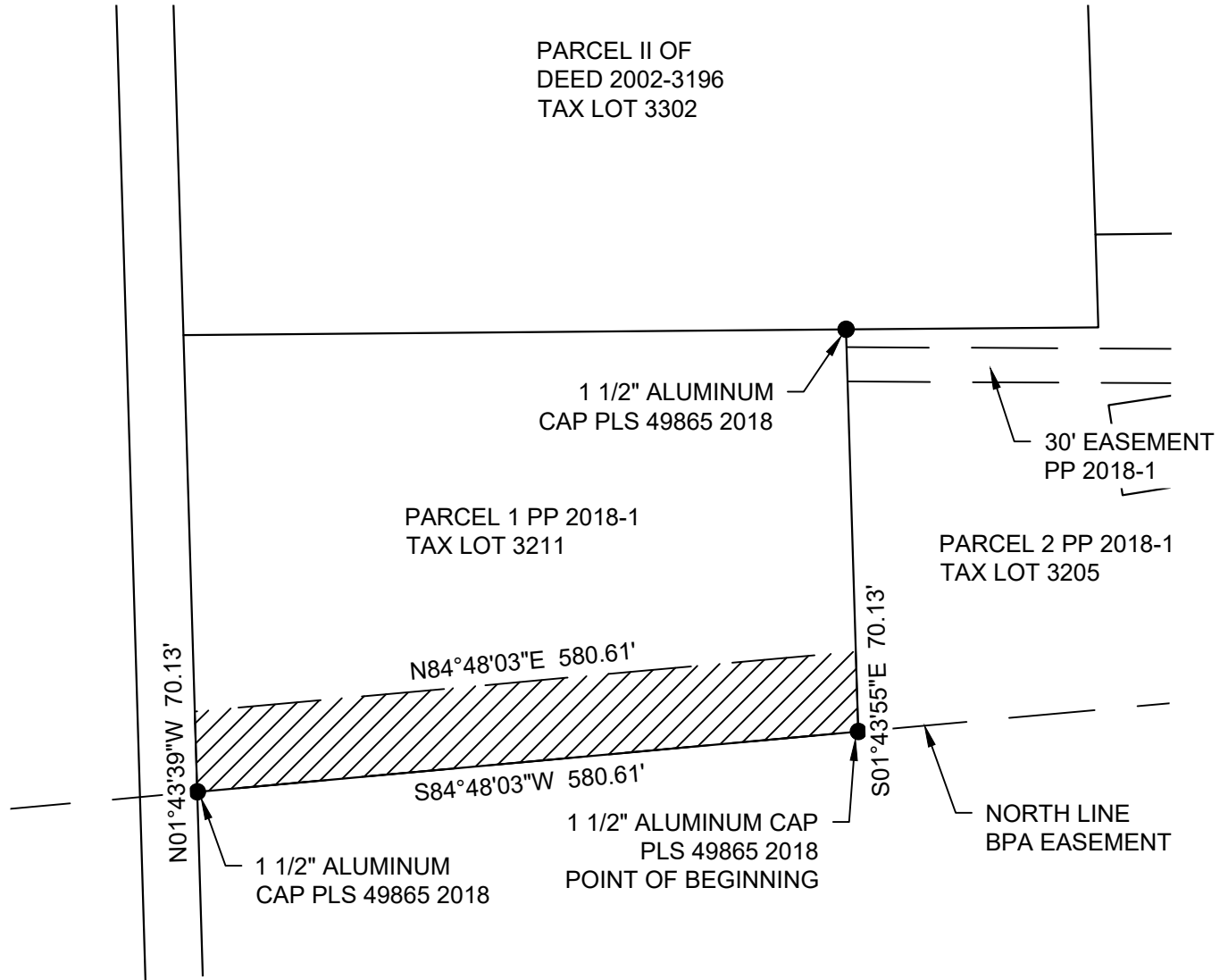
EXHBIT "A"



BASIS OF BEARING
OREGON STATE PLANE
NAD 83 NORTH ZONE



NOTE: DRAWING REPRODUCTION
AND SCALING MAY CHANGE THE
INDICATED GRAPHIC SCALES
H. SCALE: 1" = 150'



TAX LOT 3211

EASEMENT AREA
40,643 SQUARE FEET
0.93 ACRES

LEGEND

- FOUND MONUMENT AS NOTED
- QUARTER SECTION LINE

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DATE	REVISION	#	PROJECT: OLSON RD 230KV PLANNED TRANSMISSION LINE	
07/30/2020	ISSUED FOR REFERENCE	0	LOCATION:	LA: 45.837123°, LN: -119.686090° TO LA: 45.834675° LN: -119.614017°, MORROW COUNTY, OR
			CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON-14-UMATILLA
			TITLE:	ELECTRIC TRANSMISSION EASEMENT MORROW COUNTY
			SHT NO.:	V-905



830 E PRIMROSE, SUITE 200
SPRINGFIELD, MO 65807
Ph: 417-888-0645 Fax: 417-888-0657
www.tothassociates.com

CERTIFICATE OF AUTHORITY:
OR# not required
© 2020 Toth and Associates, Inc.

DWN BY: DAW
CKD BY: JAB
APPD BY: JAB
DATE: 07/29/2020

AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative
P.O. Box 1148
Hermiston, OR 97838

REFERENCE: Tax Lot 3211

UTILITY LINE OPTION AND EASEMENT AGREEMENT

Morrow County, a political subdivision of the state of Oregon, (“Grantor”), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative**, an Oregon cooperative corporation (“Grantee”), and to its licensees, successors or assigns, the right to acquire, at its option and in accordance with the terms and conditions hereof (the “Option”), the Easement (hereafter defined) on, over and under that certain real property owned by Grantor and more particularly described on Exhibit A (the “Easement Area”). Grantor hereby grants to Grantee the Option for a period of two (2) years from the Effective Date hereof (the “Option Period”), as such Option Period may be extended as hereinafter provided.

ARTICLE I. THE OPTION

1.1 Consideration for the Option; Extension of the Option Period. In consideration of the foregoing grant of the Option, Grantor shall receive within sixty (60) days following the Effective Date (hereinafter defined) for each year of the Option Period, the Option Payment as defined in a separate letter agreement (the “**Letter Agreement**”) executed contemporaneously with this Agreement between Grantor and Grantee. The Option Payment shall constitute all the consideration due to Grantor for the grant of the Option for the duration of the applicable Option Period. Grantee shall have the right to extend the Option Period for two (2) additional one-year periods by delivery of written notice of such extension together with an additional Option Period Extension Payment, defined in the Letter Agreement, to Grantor not later than the expiration date of the Option Period, as the same may have been extended.

1.2 Recording of Option. Upon execution of this Option, Grantee shall record the Memorandum of Utility Line Option and Easement Agreement executed by the Parties and attached as Exhibit B.

1.3 Exercise of Option. Grantee may exercise the Option by delivering a written notice of exercise (the “**Option Notice**”) to Grantor at any time prior to the termination of the Option Period. Delivery of the Option Notice shall be deemed to be timely if personally delivered or postmarked on or before the first business day after the termination of the Option Period. The Option Notice will specify (a) that

Grantee is electing to acquire the Easement, and (b) the date on which the Easement shall commence (the “**Easement Commencement Date**”). The Easement Commencement Date shall not be later than the last day of the Option Period, unless the Grantor otherwise agrees in writing.

1.4 Option Termination. Grantee may terminate the Option at any time by giving written notice to Grantor of the date of termination. If Grantee does not either (a) extend the Option Period in accordance with Section 1.1, (b) exercise the Option in accordance with Section 1.3, or (c) terminate the Option in accordance with this Section 1.4, the Option shall expire on the last day of the Option Period. Upon expiration or termination of the Option without the exercise thereof, neither party shall have any further obligation or liability to the other under this Agreement, except that the provisions of Section 3.9 shall survive the expiration or termination of the Option for a period of two years.

1.5 Access to Easement Area. During the Option Period, Grantee, its contractors, subcontractors, agents and employees shall have the right to enter the Easement Area for purposes of conducting such tests, studies, borings, inspections, surveys, and soil or other analysis as Grantee deems advisable or necessary. Grantor shall cooperate with Grantee in such efforts and make available to Grantee, its contractors, subcontractors and agents, for inspection, copies of all surveys, plans and other such records of Grantor only as such information relates directly to the proposed Improvements (as hereinafter defined) to be constructed in the Easement Area. During the Option Period, without Grantee’s express written consent, Grantor shall not grant any other easements burdening the Easement Area or that otherwise limit Grantee’s use of the Easement Area if the Option is exercised.

ARTICLE II. THE EASEMENT

2.1 Exercise of Option. Upon the exercise by Grantee of the Option to acquire the Easement in accordance with Article I, without the need or requirement of any further action on the part of either Grantor or Grantee, this Agreement shall become an easement between Grantor and Grantee as of the Easement Commencement Date. Upon the exercise of the Option, and only upon the exercise of the Option, Grantee shall be entitled to record this Agreement in the land records of Morrow County, Oregon, as notice of the exercise of the Option, the existence of the Easement and the occurrence of the Easement Commencement Date.

2.2 Consideration for Easement. In consideration of the rights granted under this Article II including the Easement, Grantor shall receive the Easement Payment, as defined in the Letter Agreement, within sixty (60) days after the Easement Commencement Date.

2.3 The Easement.

2.3.1 The Easement shall be a perpetual, non-exclusive grant to Grantee, its licensees, successors or assigns, to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television and communication lines, or any related system and facilities (the “**Improvements**”) on, across, over, or under the Easement Area. The Easement shall further grant to Grantee the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection

boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's adjacent lands which may pose a hazard to the operation of the facilities within the easement area; to keep the easement clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described easement area.

2.3.2 Notwithstanding the restrictions on Grantee set forth in Section 2.3.1, Grantor shall retain the right to build a storage facility within the Easement Area, provided that such facility does not exceed 36 feet in height. Grantor shall further retain the right to stockpile road material within the Easement Area, provided that such stockpiling does not exceed 36 feet in height. The rights Grantor retains in this Section 2.3.2 shall be specific to Grantor and shall not pass to any of Grantor's successor or assigns without the express written consent of Grantee.

2.4 Installed Equipment. Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee, and Grantor shall have no lien thereon.

2.5 Loop Road. Grantee is aware that the City of Boardman and/or Morrow County are planning a Loop Road to run east and west partially inside the northern boundary of the BPA easement and partially inside the Easement Area. Grantee is further aware that Grantor may be asked to dedicate a right-of-way for this Loop Road. Grantee shall consult with the City of Boardman and Morrow County and use its best efforts to accommodate the City and/or County's needs for this road right-of-way. Grantee shall consent to the use of the Easement Area for the alignment of Loop Road, provided that the right of way for the road remains at least twenty-five feet (25') from any structural portion of the Improvements.

ARTICLE III. GENERAL

3.1 Title to the Easement Area. Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Option and the Easement, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by a title report as of the Effective Date, or otherwise disclosed in writing to Grantee on or prior to the Effective Date.

3.2 Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and addressed to the parties at their respective addresses set forth below, and shall be deemed to have been duly given (a) on the date delivered if delivered personally, (b) two (2) business days after deposit in the United States mail, postage prepaid, (c) on the following business day when sent by overnight express courier. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

To Grantor : **MORROW COUNTY**
P.O. Box 788
Heppner, OR 97836

To Grantee : **UMATILLA ELECTRIC COOPERATIVE**
P.O. Box 1148
Hermiston, OR 97838

3.3 Entire Agreement, Amendments and Waivers. This Agreement, together with all of the attachments and exhibits, hereto, contains the entire agreement and understanding of the parties in respect to the subject matter hereof, supersedes all prior agreements in respect to the subject matter hereof, if any, between the parties, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the parties.

3.4 No Third Party Benefits. This agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder except as expressly provided in Section 3.9.

3.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Oregon.

3.6 Recording. When authorized by the terms of this Agreement, this Agreement shall be recorded by Grantee in the appropriate public records of Morrow County, Oregon.

3.7 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

3.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

3.9 Confidentiality. Grantor shall maintain in the strictest confidence, for the benefit of Grantee and Option Payor; (a) all the terms and conditions of this Agreement and the separate Letter Agreement; (b) all information provided by Grantee pursuant to this Agreement; and (c) all information obtained by or about Grantee's site or product design, methods of operation, and methods of construction, regardless of its source; unless such information either; (i) is in the public domain by reason of prior publication through no act or omission of Grantor or its employees or agents; or (ii) was already known to Grantor at the time of disclosure and which Grantor is free to use or disclose without breach of any obligation to any person or entity ("**Confidential Information**"). Grantor shall not use Confidential Information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Grantor may

WO#1103897

UEC Easement #5000

disclose Confidential Information to Grantor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Grantor regarding this Agreement or to any prospective purchaser of fee title to the Easement Area who has made a written offer to purchase or otherwise acquire fee title to the Easement Area that Grantor desires to accept; provided that in making such disclosure, Grantor shall advise the party receiving the information of the confidentiality of the information. Grantor may also disclose Confidential Information pursuant to lawful process, subpoena or court order requiring such disclosure, provided that Grantor shall give Grantee reasonable advance notice of the required disclosure and will cooperate with Grantee in limiting such disclosure and in obtaining protective orders where appropriate.

SIGNATURE PAGES TO FOLLOW

GRANTEE:

UMATILLA ELECTRIC COOPERATIVE

An Oregon cooperative corporation

Signature

Robert Echenrode
Printed Name

General Manager & CEO
Title

ACKNOWLEDGEMENT

State of _____)
) SS.
County of _____)

This certifies that on this _____ day of _____, 2020, before me the undersigned personally appeared the above named Robert Echenrode, on behalf of **UMATILLA ELECTRIC COOPERATIVE**, in their capacity as General Manager & CEO, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

My Commission Expires _____

JULY 30, 2020

EXHIBIT "A"

LEGAL DESCRIPTION
TAX LOT 3211 MORROW COUNTY TRANSMISSION EASEMENT

THE SOUTHERLY 70.00 FEET OF PARCEL 1 OF PARTITION PLAT 2018-1 OF THE MORROW COUNTY SURVEY RECORDS, AND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 25 EAST OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1, SAID CORNER BEING ON THE NORTHERLY LINE OF A BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE EASEMENT, THENCE SOUTH 84°48'03" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, 580.61 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 01°43'39" WEST, 70.13 FEET; THENCE NORTH 84°48'03" EAST, 580.61 FEET TO THE EASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH 01°43'55" EAST ALONG SAID EASTERLY LINE, 70.13 FEET TO SAID SOUTHEAST CORNER, THE NORTHERLY LINE OF SAID BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE EASEMENT, AND THE **POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 40,643 SQUARE FEET OR 0.93 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER GPS OBSERVATIONS, OREGON STATE PLANE COORDINATES.



SECTION 10
TWP. 4N, RNG. 25E
MORROW CO., OREGON

EXHBIT "A"

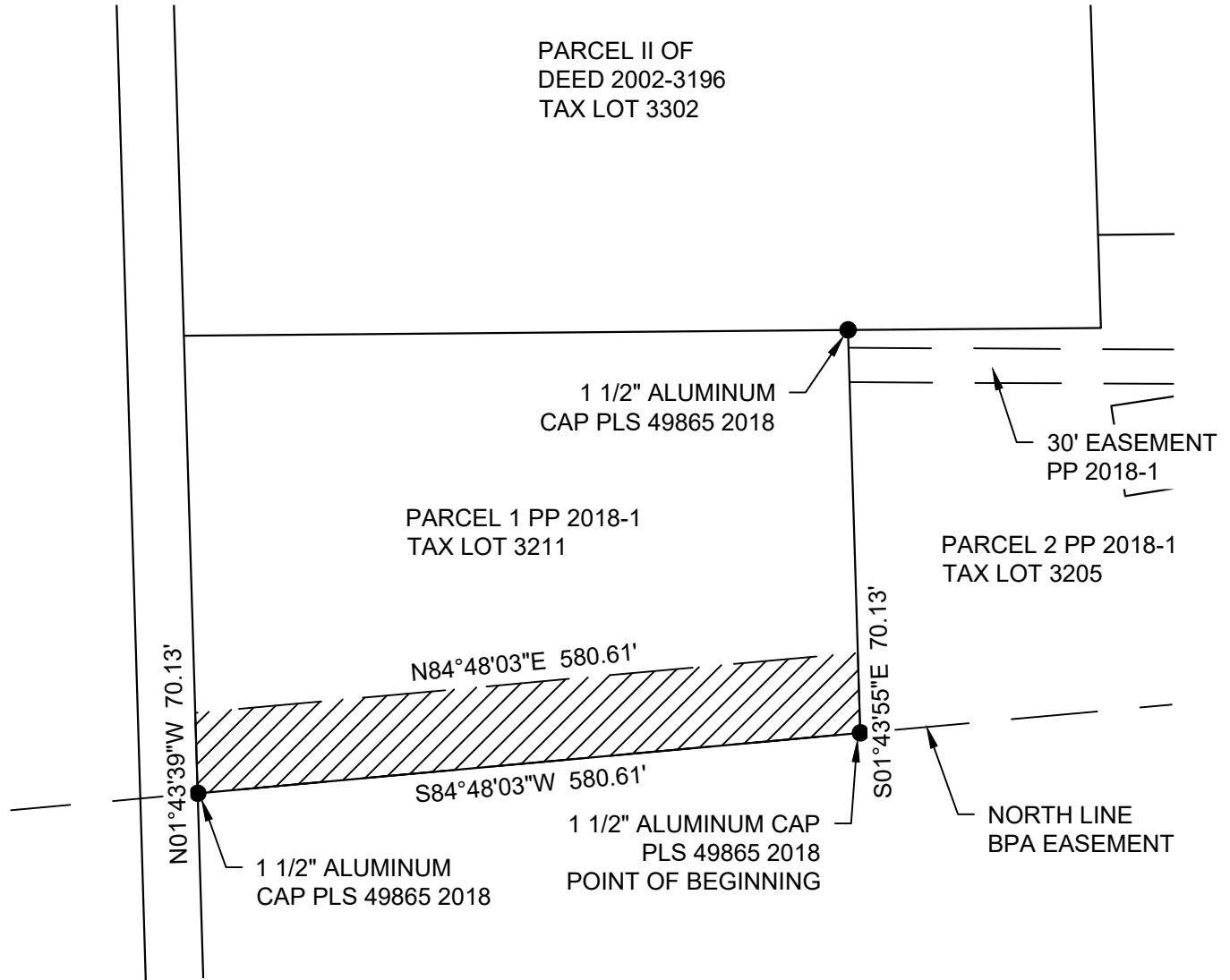


BASIS OF BEARING

OREGON STATE PLANE
NAD 83 NORTH ZONE



NOTE: DRAWING REPRODUCTION
AND SCALING MAY CHANGE THE
INDICATED GRAPHIC SCALES
H. SCALE: 1" = 150'



TAX LOT 3211

EASEMENT AREA
40,643 SQUARE FEET
0.93 ACRES

LEGEND

- FOUND MONUMENT AS NOTED
- QUARTER SECTION LINE

o:\oregon\lri\4\trans\pdx-90_230\drawings\pdx90_230_bndy tracts.dwg\lul. 30_20110:30 AM\lhwofe

DATE	REVISION	#	TOTH ASSOCIATES		DWN. BY:	PROJECT:	
07/30/2020	ISSUED FOR REFERENCE	0	<p>830 E PRIMROSE, SUITE 200 SPRINGFIELD, MO 65807 Ph: 417-888-0645 Fax: 417-888-0657 www.tothassociates.com</p> <p>CERTIFICATE OF AUTHORITY: OR# not required</p> <p>© 2020 Toth and Associates, Inc.</p>		DAW	OLSON RD 230KV PLANNED TRANSMISSION LINE	
					JAB	LOCATION:	LA: 45.837123°, LN: -119.686090° TO LA: 45.834675° LN: -119.614017°, MORROW COUNTY, OR
					JAB	CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON-14-UMATILLA
					JAB	DATE:	07/29/2020
				TITLE:	ELECTRIC TRANSMISSION EASEMENT MORROW COUNTY	SHT NO:	V-905

Do not sign; exhibit purposes only.

Exhibit B

MEMORANDUM OF EASEMENT OPTION AGREEMENT

BETWEEN: Morrow County, a political subdivision of the State of Oregon (“Grantor”)
P.O. Box 788
Heppner, OR 97836

AND: Umatilla Electric Cooperative (“Grantee”)
P.O. Box 1148
Hermiston, OR 97838

Pursuant to a Utility Line Option and Easement Agreement dated _____, 2020, (“Option Agreement”), Grantor granted to Grantee an option to purchase an easement for utility purposes, (“Exhibit A”), on that certain property in Morrow County, Oregon described as:

Land in Morrow County, Oregon, Township 4 North, Range 25 East of the Willamette Meridian, Section 10, and more particularly described as follows:

Said property being described as Parcel 1, of PARTITION PLAT 2018-1, in the County of Morrow and State of Oregon, as recorded in Morrow County Public Records on March 6, 2018 and in a Statutory Warrant Deed recorded as instrument number 2018-41882.

The Property is subject to the terms and conditions of the Option Agreement, for a term commencing _____ and terminating _____, subject to Grantee’s right to extend the term for two additional one-year periods as set forth in the Option, after which it will be of no further force or effect.

A complete copy of the Option Agreement may be obtained from Grantor or Grantee.

This Memorandum is being executed and recorded in the Official Records of Morrow County, Oregon, to give notice of the provisions of the Option Agreement and will not be deemed or construed to define, limit, or modify the Option Agreement in any manner.

This Memorandum of Easement Option may be executed in one or more identical counterparts, and if so executed, each counterpart shall be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. For convenience, the signature pages of each counterpart may be removed from that counterpart and attached to a single agreement.

SIGNATURE PAGES TO FOLLOW

Made and dated this _____ day of _____, 2020 (the “**Effective Date**”).

GRANTEE:

UMATILLA ELECTRIC COOPERATIVE

An Oregon cooperative corporation

Signature

Printed Name

Title

ACKNOWLEDGEMENT

State of _____)
) SS.
County of _____)

This certifies that on this _____ day of _____, 2020, before me the undersigned personally appeared the above named _____, on behalf of **UMATILLA ELECTRIC COOPERATIVE**, in their capacity as _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

My Commission Expires _____

JULY 30, 2020

EXHIBIT "A"

LEGAL DESCRIPTION
TAX LOT 3211 MORROW COUNTY TRANSMISSION EASEMENT

THE SOUTHERLY 70.00 FEET OF PARCEL 1 OF PARTITION PLAT 2018-1 OF THE MORROW COUNTY SURVEY RECORDS, AND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 25 EAST OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1, SAID CORNER BEING ON THE NORTHERLY LINE OF A BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE EASEMENT, THENCE SOUTH $84^{\circ}48'03''$ WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, 580.61 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH $01^{\circ}43'39''$ WEST, 70.13 FEET; THENCE NORTH $84^{\circ}48'03''$ EAST, 580.61 FEET TO THE EASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH $01^{\circ}43'55''$ EAST ALONG SAID EASTERLY LINE, 70.13 FEET TO SAID SOUTHEAST CORNER, THE NORTHERLY LINE OF SAID BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE EASEMENT, AND THE **POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 40,643 SQUARE FEET OR 0.93 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER GPS OBSERVATIONS, OREGON STATE PLANE COORDINATES.





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

(For BOC Use)
Item #
50

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

Presenter at BOC: Sandi Pointer Phone Number (Ext): 541-989-9500
Department: Morrow County Public Works - Waste Mngt. Requested Agenda Date: 08/19/2020
Short Title of Agenda Item:
(No acronyms please) Solid Waste Advisory Committee member appointment

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

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

Reviewed By: [Signature] 8/5/2020 Department Director Required for all BOC meetings
[Signature] 8/17/20 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Solid Waste advisory has a seven person committee with alternates. Public Works is working to fill in these open spot.

Attached you will find the application from the individual wishing to remain on the committee.

Position Two, Representing residing near/adjacet to finley Buttes. Blain Middleton wishes to remain on the committee, Mr. Middleton is very instrumental in information and operations of the cooperation with Cascade onion and Finley Buttes landfill.

2. FISCAL IMPACT:

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

Motion to aprove the request by Blain Middleton to serve on the Solid Waste Advisory Committee, Position 2.

Attach additional background documentation as needed.

Morrow County Public Works Department

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner Eric Imes
Director Asst. Road Master

Sandi Pointer Kirsti Cason
Management Asst. Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 8/4/2020

Name: Blain Middleton/Finley BioEnergy LLC

Address: 74265 Bombing Range Rd, Boardman Or, 97818

Mailing Address: PO Box 1175
Boardman Or, 97818

E-mail Address: blain@finleybioenergy.com

Telephone:
Work: 541-481-3232
Cell:
Home: None

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: Owner representative next to landfill
*Finley Buttes Landfill, representation, Residing near/adjacent
Owner near Landfill, POM or City, Franchisee, 2 Person at Large County*

Name: Blain Middleton/Finley BloEnergy LLC

Occupation: Plant Manager

Availability: Anytime
day, evenings or both?

Briefly state why you would like to serve on Morrow County Solid Waste Advisory Committee:

Work closely with landfill operation
Its good way to stay more informed

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

Held position previously, work with landfill
operations on a daily basis

Please list personal and/or professional interest relevant to this Committee:

Manage LFG power plant that extracts and consumes
methane directly from the Finly Buttes landfill

- Solid Waste Advisory Committee Members -

Representing	Representative	Alternate	Term	Appointment	End Term
Position One	Brian Evola		4 Years	7/1/19	July 1, 2023
Fineley Buttes Landfill		Jeremey Finck	4 Years	7/1/2020	
Position Two	Blain Middleton		4 Years	9/1/2020	September 1, 2024
Residing near /adjacet to FB			4 Years		
Position Three	Chris Rauch		4 Years	7/1/2020	July 1, 2024
Owner of Real Prop. Near FB			4 Years		
Position Four			4 Years		
POM/Incorporated City			4 Years		
Position Five	Mike Jewett		4 years	7/1/2019	July 1, 2023
Franchise collector			4 Years		
Position Six	Ryan Miller		4 years	7/1/2019	July 1, 2023
County at Large		Sharon Miller	4 years	7/1/2019	July 1, 2023
Position Seven	Jeff Wenzholz		4 years	7/1/2017	July 1, 2021
County at Large		Shelley Wight	4 Years	7/1/2019	July 1, 2023

VACANT





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

(For BOC Use)
Item #
52

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

Presenter at BOC: Gregg Zody/Ann Jones
Department: County Fairgrounds
Short Title of Agenda Item:

Phone Number (Ext): 5605
Requested Agenda Date: August 19th, 2020

(No acronyms please)

Intent to file for Oregon Coronavirus Relief Funding For Cultural Support Application

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 15 minutes
Purchase Pre-Authorization
Other

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

Reviewed By:
[Signature] 8/17/20 DATE Department Director Required for all BOC meetings
[Signature] 8/17/20 DATE 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 County received an opportunity to apply for COVID-19 relief funding from Oregon Cultural Trust. The intended use of the CRF Cultural Support funds is to provide financial assistance to cultural nonprofit organizations and community venues that have canceled or postponed public programming because of public health executive orders associated with the COVID-19 pandemic. Guidelines for the funding are in accordance with the U.S. Department of the Treasury.

The federal CARES Act requires that CRF funding only be used to cover expenses that: are necessary expenditures incurred due to the public health emergency; were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and were incurred during the period that begins on March 1, 2020, and ends on Dec. 30, 2020.

Staff received this notice on August 12th, and the submittal deadline is 12:00 p.m., August 24th, so staff is requesting the Board's permission to apply for the grant to provide much-needed upgrades to the Fairgrounds, primarily electrical, so we can expand our facilities' marketability for a more enhanced Fair in 2021 and also serve as a command center for fire camps, emergency shelter, Circuit Court jury selection, vaccination clinics, and not to mention commercial and community-based activities, uses which require the space and structures offered by fairgrounds.

2. FISCAL IMPACT:

This grant will have an initial positive impact on the value of the County-owned property, and under ideal conditions, the improvements will entice private and public groups to utilize the facilities which will bring much-needed revenue to the County's businesses.

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

Staff recommends the BOC grant permission to submit the grant ahead of its August 24th deadline.

Attach additional background documentation as needed.



culturaltrust.org
775 Summer Street NE, Suite 200
Salem, Oregon 97301
503-986-0088



For Immediate Release

Aug. 12, 2020

Contact: Carrie Kikel, (503) 986-0081, carrie.kikel@oregon.gov

**Coronavirus Relief Fund Cultural Support
application now live
*\$25.9 million to be distributed statewide by Sept. 15***

Salem, Ore. – Applications are [now live](#) and open for Oregon’s Coronavirus Relief Fund (CRF) Cultural Support program. Funds allocated to the Oregon Cultural Trust will be available to Oregon cultural organizations facing losses due to the COVID-19 health crisis. The \$25.9 million in funding was made available through a \$50 million relief package for Oregon culture recently approved by the Emergency Board of the Oregon Legislature.

The distribution plan for the CRF Cultural Support program was approved at the Aug. 6 Cultural Trust Board of Directors meeting. Applications are due by noon on Monday, Aug. 24, and approved funds must be distributed by Sept. 15.

“We are grateful to the members of our Board for authorizing us to move forward with the distribution plan as soon as possible,” said Brian Rogers, executive director of the Cultural Trust. “We have worked hard to develop a statewide, equitable distribution plan and look forward to supporting our cultural community in surviving this unprecedented crisis.”

All Oregon cultural nonprofits and community venues are welcome to apply. Eligible grant recipients include, but are not limited to, cultural institutions, county fairgrounds, cultural entities within federally recognized Indian Tribes based in Oregon, and festivals and community event organizations. Funds will be distributed through the Cultural Trust statewide network of County and Tribal Cultural Coalitions. Funding will be determined based on eligible request amounts, an award allocation formula that establishes a base

amount of funds per county or tribe and the organization's fiscal size. COVID-19 expenses previously reimbursed by other federal CARES Act programs are not eligible. [Complete guidelines](#) are posted on the Cultural Trust website.

The intended use of the CRF Cultural Support funds is to provide financial assistance to cultural nonprofit organizations and community venues that have canceled or postponed public programming because of public health executive orders associated with the COVID-19 pandemic. Guidelines for the funding are in accordance with the [U.S. Department of the Treasury](#).

The federal CARES Act requires that CRF funding only be used to cover expenses that: are necessary expenditures incurred due to the public health emergency; were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and were incurred during the period that begins on March 1, 2020, and ends on Dec. 30, 2020.

The Cultural Trust is committed to serving Oregon's culturally diverse and traditionally underserved communities.

About the Oregon Cultural Trust

Created in 2001 by the Oregon Legislature, the Oregon Cultural Trust is a testament to how much Oregonians value culture. No other state provides a 100 percent tax credit to inspire cultural giving. As uniquely Oregonian as public beaches and the bottle bill, the Oregon Cultural Trust was designed as an ongoing funding engine for arts and culture across the state. Oregonians fund the Cultural Trust. We, in turn, fund the artists, potters, poets, acrobats and dreamers who define our famous quality of life.

In 2019 Oregonians gave \$4.5 million to the Cultural Trust. Sixty percent of that went straight back to the field. The remaining 40 percent helped grow our permanent fund. Our three grant programs fund our five Statewide Partners, 45 County and Tribal Coalitions and 1,450+ qualified cultural nonprofits through competitive Cultural Development Grants.

More information at culturaltrust.org.



PLANNING DEPARTMENT

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

PUBLIC NOTICE

August 14, 2020

Dear Adjoining Landowner and Interested Parties:

Under provisions of the Morrow County Zoning Ordinance you are an "adjoining landowner" or an interested party concerned with the hearing on the attached Public Notice. The Morrow County Planning Commission will hold a special meeting on Friday, September 4, 2020, at 9:00 a.m. at the Bartholomew Building in Heppner, Oregon. This meeting will also be available via video and telephone conference. If you would like to attend via video or telephone please contact our office for information to attend.

You may obtain a copy of the Preliminary Findings of Fact regarding the application from our office any time after Tuesday, August 25, 2020. If you have any information you feel should be addressed in the findings and/or conditions, please contact our office. If you object to the request or feel that certain aspects need to be discussed in a public forum, you are invited to attend the Planning Commission meeting on September 4, 2020. You may also submit comments in writing. The deadline for written comments is 5:00 p.m., on Thursday, September 3, 2020.

If you wish to be advised of the results of a particular hearing please send a request to this office.

Cordially,

A handwritten signature in cursive script that reads "Stephanie Case".

Stephanie Case
Interim Planning Director

Enclosures: Public Notice
Map

**PUBLIC NOTICE
MORROW COUNTY LAND USE HEARING**

THE MORROW COUNTY PLANNING COMMISSION will hold the following hearing of public interest on Friday, September 4, 2020, at 9:00 a.m. at the Bartholomew Building, Heppner, Oregon and electronically via Zoom Video Conference.

Land Use Decision LUD-N-26-20: Umatilla Electric Cooperative, applicant, and Umatilla Electric Cooperative, Sage Hollow Ranch, LLC, and Stiffler, LLC, owners. The properties are described as tax lots Tax Lot 3400 of Assessor's Map 4N 25 10; Tax Lots 500 and 600 of Assessor's Map 4N 25 11; Tax Lot 101 of Assessor's Map 4N 25 13; Tax Lot 201 of Assessor's Map 4N 26 07. The properties are zoned Exclusive Farm Use (EFU) and the project alignment runs generally from the northeast of the intersection of Highway 730 and Interstate 84 from a planned electrical switch station, westerly to a planned electrical substation located just west of Olson Road and south of Interstate 84. Criteria for approval for includes the Morrow County Zoning Ordinance Article 3 Section 3.010 EFU Zone.

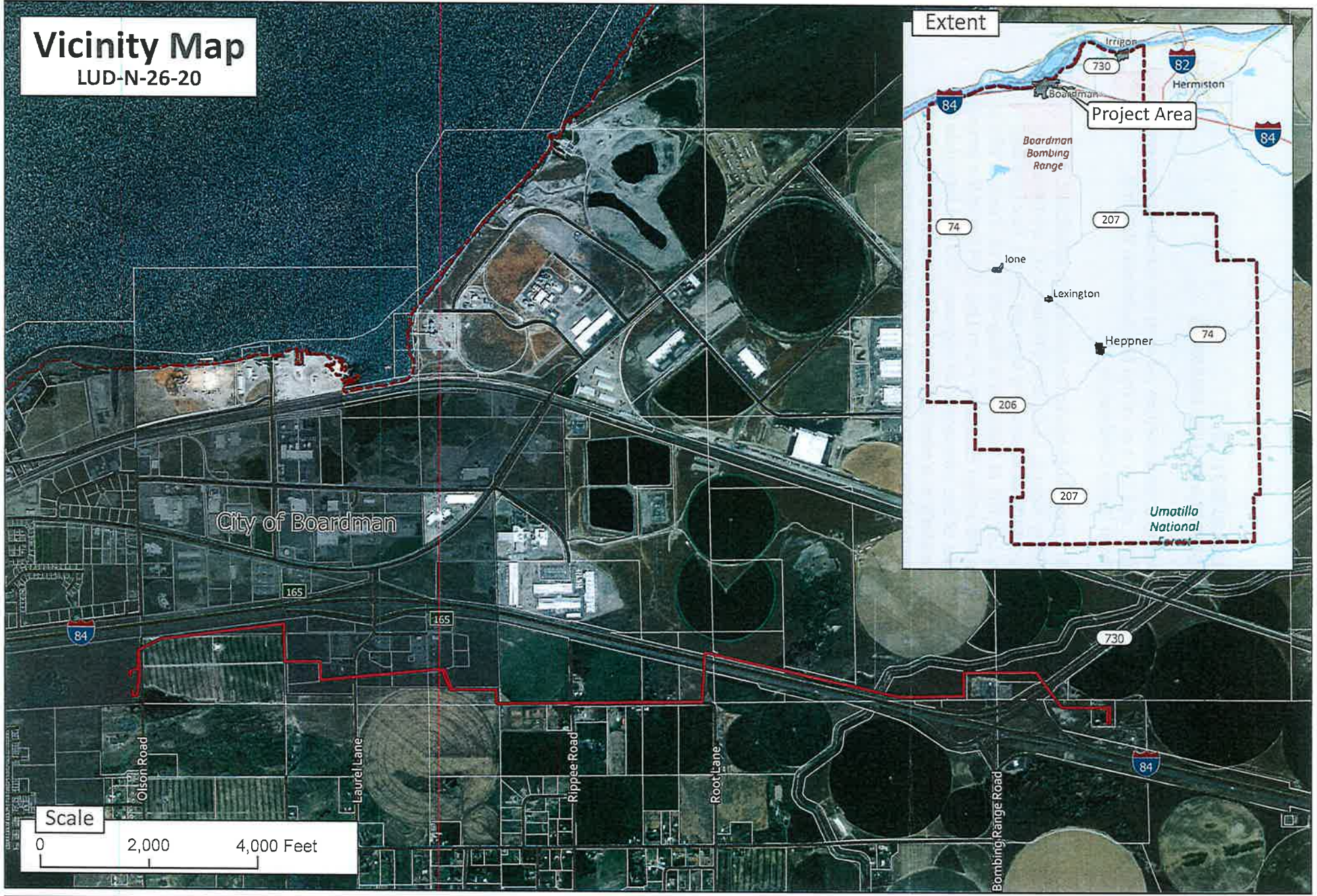
Opportunity to voice support or opposition to the above proposal or to ask questions will be provided. Failure to raise an issue in person or by letter or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on those issues.

Copies of the staff report and all relevant documents will be available after August 25, 2020. For more information, please contact Stephanie Case at 541-922-4624 or by email at scase@co.morrow.or.us.

DATED this 15th day of August 2020.
MORROW COUNTY PLANNING DEPARTMENT
Published: August 15, 2020
Affidavit of Publication

Vicinity Map

LUD-N-26-20



Umatilla Electric
Cooperative
230 kV Transmission Line
Multiple Tax Lots

Legend

- Tax Lots
- City Limits
- Proposed UEC 230kV Line



Date Saved: 3/25/2020 4:54 PM

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



PUBLIC NOTICE

THE CITY OF IRRIGON PLANNING COMMISSION will hold a Public Hearing on Tuesday, September 1, 2020, at 6:00 p.m. via electronic measures based on current public health requirements.

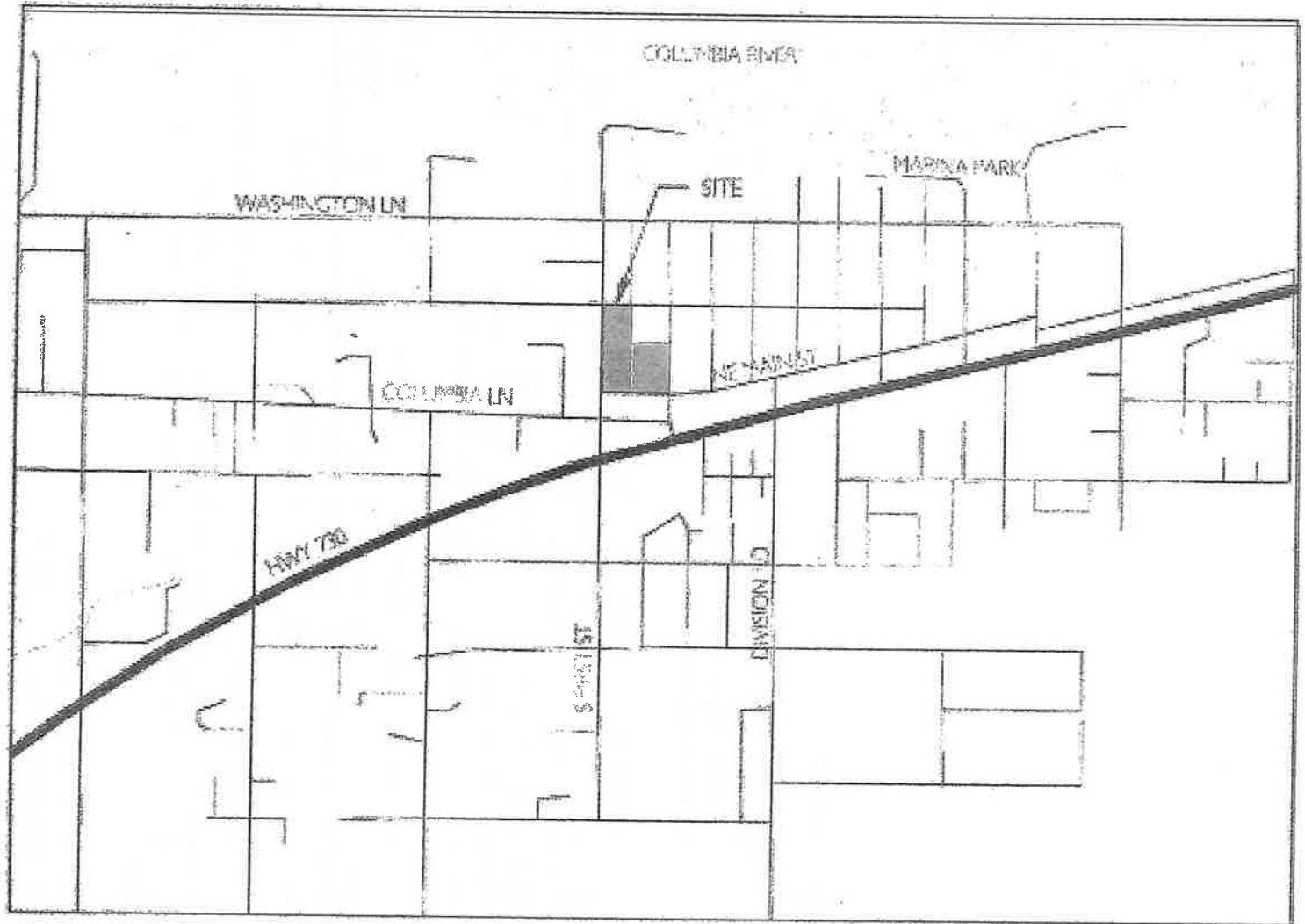
Conditional Use Permit (CUP). Applicant and Owner: Morrow County. To be considered is a new Administrative Building with site improvements on tax lots 300 and 700 of Assessor's Map 5N2624DD. As a Public Use building in the Commercial Zone a Type III process leading to a CUP is required. The applicable criteria can be found in the City of Irrigon Development Code Chapter 2 Article B; Chapter 3; and Chapter 4. Other provisions of the Development Code may also be applicable.

Opportunity to voice support or opposition to the above proposal or to ask questions will be provided. Failure to raise an issue in person or by letter or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on those issues.

Copies of the application are available for review at City Hall. The Staff Report will be available seven days prior to the Public Hearing. For more information, including how to attend the Public Hearing, please contact Aaron Palmquist, City Manager, at 541-922-3047.

DATED this 7th day of August 2020
Published: Tuesday, August 11, 2020
Affidavit of Publication

NOTES:
X: INCLUDED IN SET, REVISED FROM PRIOR ISSUE
O: INCLUDED IN SET, NO CHANGES FROM PRIOR ISSUE



VICINITY MAP