

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 3, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**Zoom Meeting Information on Page 2**

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
  - a. Approve Accounts Payable and Payroll Payables
  - b. Office of Emergency Management, State Preparedness Incident Response Equipment Grant No. 19-265
  - c. 2021 Wolf Depredation Compensation & Financial Assistance Grant Application
5. **Legislative Updates**
6. **Business Items**
  - a. Review and Approve Boardman Subdivision Plat – River Ridge Estates, Phase 3, (Matt Kenny, Surveyor)
  - b. Landowner Dedication Deed for Improvements to Kilkenny Road; and Order No. OR-2021-6: In the Matter of Accepting a Dedication Deed Dedicating Property as Public Right-of-Way (Matt Kenny)
  - c. Compensation Board Recommendations (Lindsay Grogan, Human Resources Manager)
  - d. Review Request to Increase Airport Hangar Fees; and Order No. OR-2021-7: Amending the Fee Schedule, Airport Fees (Sandi Pointer, Public Works)
  - e. Resolution R-2021-5: Renaming Heppner Admin Fund to Capital Improvement Project Fund (Kate Knop, Finance Director)
  - f. Emergency Operations Center Update
    - i. Review Draft Letter: Coronavirus Fiscal Recovery Funds Directly to Counties
  - g. Building Projects Updates
7. **Department Reports**
  - a. Administrator’s Monthly Report (Darrell Green)
  - b. Sheriff’s Office Monthly Report
8. **Correspondence**
9. **Commissioner Reports**
10. **Signing of documents**
11. **Adjournment**

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

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

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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.

### **Zoom Meeting Information**

Join Zoom Meeting:

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

**PASSWORD: 97836**

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592



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

(For BOC Use)  
 Item #  
 4b

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

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

Phone Number (Ext): 5102  
 Requested Agenda Date: 03-03-2021

(No acronyms please) **2019 SPIRE (State Preparedness Incident Response Equipment) GRANT**

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 checked="" type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line: 101-117-5-20-3710
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Reviewed By:

<u>John A. Bowles</u>	<u>02-25-2021</u>	Department Director	Required for all BOC meetings
	<i>DATE</i>		
_____	_____	Administrator	Required for all BOC meetings
	<i>DATE</i>		
_____	_____	County Counsel	*Required for all legal documents
	<i>DATE</i>		
_____	_____	Finance Office	*Required for all contracts; other items as appropriate.
	<i>DATE</i>		
_____	_____	Human Resources	*If appropriate
	<i>DATE</i>		

*\*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)**

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

I applied for the 2019 SPIRE Grant in January of 2019. I was later notified that we were successful and would be awarded a:

Rescue boat, 115 hp. engine, additional seating, tow posts, LED flood lights, light bar, trailer included.  
Note: This equipment is only available to applications which include a fire, rescue, or law enforcement organization as the applicant or partner organization.

After being notified of our award the grant was held up due to COVID. They are now moving forward with the grant.

This will be a great boat for our smaller bodies of water in Morrow County or to assist our neighboring counties as needed. We currently have four staff certified in Marine Patrol and water rescues.

This is approximately a 30,000.00 boat awarded to Morrow County at no cost other than insurance and maintenance. Repair and maintenance costs will be paid for out of the Emergency Management Budget In the summer months this boat will be stored in the boat barn in Boardman and in Station Two in the winter months.

**2. FISCAL IMPACT:**

This is approximately a \$30,000.00 boat awarded to Morrow County at no cost other than insurance and maintenance. Repair and maintenance costs will be paid for out of the Emergency Management Budget with 50% reimbursed from the EMPG.

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

For further information see documents provided to Mr. Green.

Attach additional background documentation as needed.



# OREGON OFFICE OF EMERGENCY MANAGEMENT

February 18, 2021

Dear John Bowles:

Congratulations on your award of Rescue Water (Boat) from the State Preparedness Incident Response Equipment (SPIRE) Grant Program.

A copy of the grant award terms and conditions (agreement) is provided with this letter. Carefully review the grant agreement, sign or have the authorized party sign the agreement, and return it to me via email at [jim.jungling@state.or.us](mailto:jim.jungling@state.or.us) as soon as possible. A fully executed copy will be returned to you once they have been signed by both parties.

Ensure the Oregon Office of Emergency Management (OEM) has the address for where the equipment will be delivered.

If the awarded equipment is not wanted or needed, please notify OEM as soon as possible to ensure that the equipment is not purchased.

If you have any questions regarding the grant award conditions or the SPIRE Grant Program please do not hesitate to contact me at (503) 378-3552.

Respectfully,

Jim Jungling  
Oregon Office of Emergency Management  
Grants Coordinator  
[jim.jungling@state.or.us](mailto:jim.jungling@state.or.us)  
971-719-0988

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
STATE PREPAREDNESS AND INCIDENT RESPONSE GRANT  
MORROW COUNTY SHERIFF'S OFFICE  
Rescue Water Craft (Boat)  
Grant No: 19-265**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Morrow County Sheriff's Offices**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

1. **EFFECTIVE DATE.** This Agreement shall become effective on the date this agreement is fully executed and approved as required by applicable law. This Agreement, and OEM's obligation to provide the Equipment (as that term is defined in Section 3) under this Agreement, shall terminate as provided in Section 8.
2. **AGREEMENT DOCUMENTS.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Equipment Schedule**

3. **EQUIPMENT.** In accordance with the terms and conditions of this Agreement, OEM shall provide Recipient the item(s) of emergency response vehicles, equipment, and other personal property identified in Exhibit A (collectively, the "Equipment"). Recipient shall use the Equipment solely to decrease risks to life and property resulting from an emergency, as defined in ORS 401.025.
4. **MAINTENANCE; ANNUAL SUSTAINMENT REPORTS.**
  - a. Recipient must maintain, repair, perform upkeep on, and otherwise keep the Equipment in good working condition.
  - b. Recipient shall submit annual sustainment reports using a form provided by OEM. The sustainment reports will summarize Recipient's maintenance and use of the Equipment during the preceding calendar year.
  - c. Recipient must submit sustainment reports to OEM annually on or before January 31st.
  - d. Recipient may request from OEM prior written approval to submit a sustainment report after its due date. OEM may approve or deny the request in its sole discretion.
  - e. Failure of Recipient to timely submit an annual program sustainment report may result in termination of this Agreement.

## 5. RECORDS MAINTENANCE AND ACCESS; EQUIPMENT INSPECTIONS.

- a. **Records, Access to Records.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement or the Equipment for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Equipment Inspections.** Recipient shall permit authorized representatives of OEM to periodically inspect the Equipment, with or without notice.

**6. OPERATION AND MAINTENANCE EXPENSES.** Recipient shall be solely responsible for the costs of operating, maintaining, licensing, and insuring the Equipment and the costs, if any, to acquire and install any parts, accessories, or attachments for the Equipment (collectively, the "Operating Expenses"). OEM shall not be responsible for any Operating Expenses while the Equipment remains in Recipient's possession, custody, or control.

**7. OWNERSHIP.** The OEM will retain ownership of the Equipment and can reclaim any or all of the item(s) of Equipment at any time and for any duration based on Recipient's failure to meet requirements of this Agreement, community needs, or any other purpose, as determined by OEM in its sole discretion. Upon the Equipment being fully depreciated under governmental accounting principles, OEM may elect to sell the Equipment to Recipient at its fair market value.

## 8. TERMINATION.

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by OEM in such written notice, if:
  - i. Recipient fails to follow grant agreement requirements or standard or special conditions; or
  - ii. Recipient fails to adequately maintain the Equipment; or
  - iii. Recipient fails to submit required reports; or
  - iv. Recipient fails to comply with inspections for any reason; or
  - v. Recipient files a false certification in this application or other report or document, including correspondence with OEM by any medium; or
  - vi. OEM determines that the Equipment could be of greater use to the community elsewhere.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
  - i. Recipient no longer needs the Equipment; or
  - ii. The Equipment is beyond its useful life.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten business days' notice to the other Party.
- d. **OEM's Rights Upon Termination.** Upon termination under this Section 8:
  - i. OEM may repossess the Equipment from Recipient and, if Recipient has failed to adequately maintain the Equipment as required by Section 4(a), require Recipient to reimburse OEM the cost of repairing the Equipment; or
  - ii. Where Recipient has failed to adequately maintain the Equipment as required by Section 4(a), OEM may require Recipient to pay OEM an amount equal to the Equipment's fair market value assuming proper maintenance and repair.

**9. REPRESENTATIONS AND COVENANTS REGARDING THE TAX-EXEMPT STATUS OF BONDS.**

- a. Recipient acknowledges that the State of Oregon may issue certain bonds (the "Bonds") in part to fund this grant and that the interest paid on the Bonds is excludable from gross income for federal income tax purposes. Recipient further acknowledges that the uses of the Equipment by Recipient during the term of the Bonds may impact the tax-exempt status of the Bonds. Accordingly, Recipient agrees to comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations, (the "Code") necessary to protect the exclusion of interest on the Bonds from federal income taxation.
- b. Recipient shall not, without prior written consent of OEM, permit more than five percent (5%) of the Equipment to be used in a "private use" by a "private person" (as defined in the Code) if such private use could result in the State of Oregon, receiving direct or indirect payments or revenues from the portion of the Equipment to be privately used.
- c. This subsection 9 shall survive any expiration or termination of this Agreement.

**10. GENERAL PROVISIONS.**

- a. **Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless the State of Oregon, OEM and each of their 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. This Section shall survive expiration or termination of this Agreement
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or



arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 10.b.

- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Recipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- e. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- f. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project.
- g. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- h. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**MORROW COUNTY SHERIFF'S OFFICE**

By Kenneth Matlack  
sheriff

Name KENNETH MATLACK  
(printed)

Date 02-23-21

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required for Recipient)

By \_\_\_\_\_  
Recipient's Legal Counsel

*Justin Nelson  
OSB #074460*

Date 2/25/21

**Recipient Program Contact:**

John A. Bowles  
Undersheriff/ Emergency Manager  
Morrow County Sheriff's Office  
325 Willow View Drive  
PO Box 159, Heppner, OR. 97836  
541-676-5317 / 541-314-5202  
jbowles@co.morrow.or.us

**Recipient Fiscal Contact:**

Katherine Knop  
Finance Director  
Morrow County  
PO Box 867  
Heppner, OR. 97836  
541-676-5615  
kknop@co.morrow.or.us

State of Oregon, acting by through its Oregon Military Department Office of Emergency Management

By \_\_\_\_\_

Traci Naile  
Operations and Preparedness Section Manager, OEM

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By Sam Zeigler via email  
Senior Assistant Attorney General

Date: August 8, 2019

**OEM Program Contact:**

Jim Jungling  
Program Coordinator, OEM  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3552  
jim.jungling@state.or.us

**OEM Fiscal Contact:**

Nicki Powers  
Senior Grants Accountant  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3734  
nicki.powers@mil.state.or.us

# EXHIBIT A

## Equipment Schedule

Description	Make	Model	Serial No.

Rescue boat, 115 hp. engine, additional seating, tow posts, LED flood lights, light bar, trailer included.

***Note: This equipment is only available to applications which include a fire, rescue, or law enforcement organization as the applicant or partner organization.***





**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: Commissioner Jim Doherty  
 Department: Board of Commissioners  
 Short Title of Agenda Item:

Phone Number (Ext): 5303  
 Requested Agenda Date: March 3, 2021

(No acronyms please)     **2021 Grant App to Oregon Dept. of Ag., Wolf Depredation  
 Compensation & Financial Assistance Program**

**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 checked="" type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input type="checkbox"/> Discussion & Action                |
| Estimated Time:   | Estimated Time:   |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization         |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                              |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Through:  
 Budget Line:

Reviewed By:

_____	DATE	Department Director	Required for all BOC meetings
_____	DATE	Administrator	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
K. Knop via email	2-25-21	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

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

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

The Morrow County Wolf Depredation Advisory Committee is applying to the Dept. of Agriculture's Wolf Depredation Compensation & Financial Assistance Grant Program. The Committee has applied for these funds each year, going back to 2013. The Committee continues to expect increased interest from livestock producers to apply for prevention funds following ODF&W's re-designation of two Areas of Known Wolf Activity (AKWA) and a proven wolf depredation in Morrow County.

The award notification from ODA will occur after March 15, 2021.

**2. FISCAL IMPACT:**

If awarded, the County's contribution would be \$1,000. In the past, the County's contribution was through staff hours related to Wolf Committee activities.

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

If removed from the Consent Calendar:

Move to approve the Wolf Depredation Compensation & Financial Assistance Grant Program Application to the Oregon Department of Agriculture in the amount of \$46,260.

Attach additional background documentation as needed.



**OREGON  
DEPARTMENT OF  
AGRICULTURE**

**Wolf Depredation Compensation  
and  
Financial Assistance Grant Program**

**GRANT APPLICATION  
2021**

**Oregon Department of Agriculture  
635 Capitol St NE  
Salem, OR 97301-2532  
503-986-4550**

## **A. INTRODUCTION AND PURPOSE**

On June 24, 2011, the Oregon Legislature passed House Bill 3560, which directed the Oregon Department of Agriculture (ODA) to establish and implement a wolf depredation compensation and financial assistance grant program, using funds in the Wolf management Compensation and Proactive Trust Fund to provide grants to assist counties in implementing county wolf depredation compensation programs under which:

1. Compensation may be awarded to reimburse persons for livestock or working dogs that are injured or killed due to confirmed or probable wolf depredation;
2. Financial assistance may be awarded to persons to assist with the implementation of livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock;
3. Compensation may be awarded to reimburse persons for livestock or working dogs that are missing due to wolf depredation;
4. Compensation may be awarded to counties for allowable expenses associated with implementing the block grant program in their county.

ODA's wolf depredation compensation and financial assistance grant program complements the Oregon Department of Fish and Wildlife (ODF&W) Wolf Conservation and Management Plan in the area of developing and maintaining a cooperative livestock producer assistance program that proactively minimizes wolf-livestock conflict and assists livestock producers experiencing wolf-related livestock losses.

## **B. GRANT SCHEDULE – 2021 TIMELINES**

### **Application Schedule**

February 15, 2021	Grant application process opens for counties.
March 5, 2021	Grant applications due to ODA.
March 8-12, 2021	ODA application review process completed.
March 15, 2021	Award notification and grant agreements to be mailed.

\* Late submissions may be accepted at the discretion of ODA

## **C. COUNTY ELIGIBILITY**

For a county to be eligible for consideration of these grant funds, specific requirements must be met. These requirements are outlined in OAR 603-019-0015. In short, they include:

- Establishing a county advisory committee to oversee the county wolf program,
- Establishing a procedure by which producers experiencing a high rate of depredation are given priority,
- Establishing compensation rates for death/injury of livestock or working dogs,
- Establishing compensation rates for missing livestock attributable to wolf depredation,
- Establishing eligibility requirements for producers to access grant funds based on current ORS' and OAR's,
- Assuring that at least 30% of a county's total grant funds are used for nonlethal prevention, and
- Contributing money equal 10% of the allowable expenditures needed to implement the program.



## D. SUBMISSION PROCESS

Please complete the attached grant application (sections E through J) for consideration of funds. **The completed grant application must be received by ODA by Friday, March 5, 2021, by 5:00 PM.**

Applications should be addressed to:

Oregon Department of Agriculture  
Wolf Depredation Compensation and Financial Assistance Grant Program  
635 Capitol Street NE  
Salem, OR 97301  
[wdcfa@oda.state.or.us](mailto:wdcfa@oda.state.or.us)

## E. PLEASE COMPLETE - COUNTY BLOCK GRANT APPLICATION FOR 2021

### Applicant Agency's

**Legal Name:** Morrow County

### Mailing

**Address:** P.O. Box 788

**City:** Heppner, OR

**Zip:** 97836

**County:** Morrow

**Name of County Contact:** Jim Doherty

**Title:** Commissioner

**Phone #:** 541-676-5613 or 541-571-0584

**Fax #:**

**County Contact Email:** [jdoherly@co.morrow.or.us](mailto:jdoherly@co.morrow.or.us) and [rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)

## GRANT FUND REQUEST

<b>Category 1.</b> Grant funds requested for compensation for death or injury to livestock or working dogs due to wolf depredation from February 1, 2021 through January 31, 2022. (Please complete section F if applying for Category 1 funds.)	\$ 1,260
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<b>Category 2.</b> Grant funds requested for livestock and working dogs that are missing due to wolf depredation from February 1, 2021 through January 31, 2022. (Please complete section G if applying for Category 2 funds.) documentation or a summary to support findings.)	\$ 0
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<b>Category 3.</b> Grant funds requested for the implementation of livestock management activities and nonlethal wolf deterrence techniques to prevent interactions between wolves and livestock or working dogs from approximately March 15, 2021 through January 31, 2022. (Please complete section H if applying for Category 3 funds.)	\$ 45,000
--	-----------

<b>Category 4.</b> Grant funds requested for the expenses allowed under 603-019-0015(g) to implement the County Block Grant Program for 2021. (May only request 90% of actual expenses. The remaining expenses are to be included under Item 5 as a monetary contribution.)		\$ 0	
<b>Total grant funds requested</b>		\$ 46,260	
<b>Category 5.</b> County contribution. The county must contribute an amount of money equal to 10% of the total expenditures incurred for implementing the grant program described in OAR 603-019-0015(g).		1,000 \$	
<b>Authorized Official:</b> Jim Doherty		<b>Title:</b> Commissioner	
<b>Signature of Authorized Official:</b>		<b>Date:</b>	3/3/2021

**\*Note: At least 30% of ODA's total grant program award for each year must be distributed for livestock management techniques or nonlethal wolf deterrence techniques designed to discourage wolf depredation of livestock.**

<b>F. Category 1 – Death or Injury of Livestock - Documentation Requirements (Attach documents and materials)</b>	
<p>If your county is applying for Category 1 funds for compensation of death or injury to livestock or working dog's due to wolf depredation, please provide the following information for each claim:</p> <ol style="list-style-type: none"> <li>1. Producer name, <b>Proudfoot Ranches, Inc.</b> <span style="float: right;"><b>Upper Rhea Creek. Yes, in</b></span></li> <li>2. Location of death/injury incident (within or outside area of known wolf activity), <b>an AKWA</b></li> <li>3. Copy of ODF&amp;W Wolf Depredation Investigation Summary Report, <b>See attached</b></li> <li>4. Animal type, <b>Black Angus heifer</b></li> <li>5. Whether the animal was insured, <b>No</b></li> <li>6. Number of animals included in the claim, <b>One</b></li> <li>7. The determined value of the animal(s), and <b>\$1,260. Range Rider and increased human presence.</b></li> <li>8. Wolf deterrence methods being used by the producer prior to depredation.</li> </ol>	
<b>G. Category 2 – Missing Livestock Documentation Requirements (Attach documents and materials)</b>	
<p>If your county is applying for Category 2 funds for missing livestock or working dog's due to wolf depredation, please provide the following documentation for each claim:</p> <ol style="list-style-type: none"> <li>1. Please provide logistics information (map or other documentation) showing that the missing animals went missing within an area of known wolf activity (AKWA) as designated by the ODFW.</li> <li>2. What tools, documentation, or other information did your committee use to rule out or eliminate other causes of the missing livestock/working dog(s)? Please provide examples for each claim.</li> </ol>	

3. What tools, documentation, or other information did your committee use to rule out circumstances that may have attracted wolves or encouraged conflict between wolves and livestock for each specific claim?
4. What tools, documentation, or other information did your committee use to determine that each producer filing a missing livestock claim was implementing best management practices and reasonable non-lethal methods to deter wolves?

**H. Category 3 – Description and Price Estimate of Non-lethal Preventative Techniques (Attach documents and materials)**

If your county is applying for Category 3 funds to assist with implementing livestock management activities and nonlethal wolf deterrence techniques to prevent interactions between wolves and livestock or working dogs, please provide a brief description of the preventative techniques you will be offering and their estimated cost.

Range Riders: 1,650 total hours at \$20/hour	\$33,000
Bone Pile Removal	\$10,000
Motion or box lights and other deterrents	\$ 2,000
Total Prevention Funds Requested	\$45,000

**I. ADVISORY COMMITTEE MEMBERSHIP - 2021**

In the space provided below, list your Advisory Committee members' name, contact phone #, and email (if available).

Co. Commissioner: Jim Doherty Ph# \_\_\_\_\_

Livestock Owner: Bob Mahoney Ph# \_\_\_\_\_

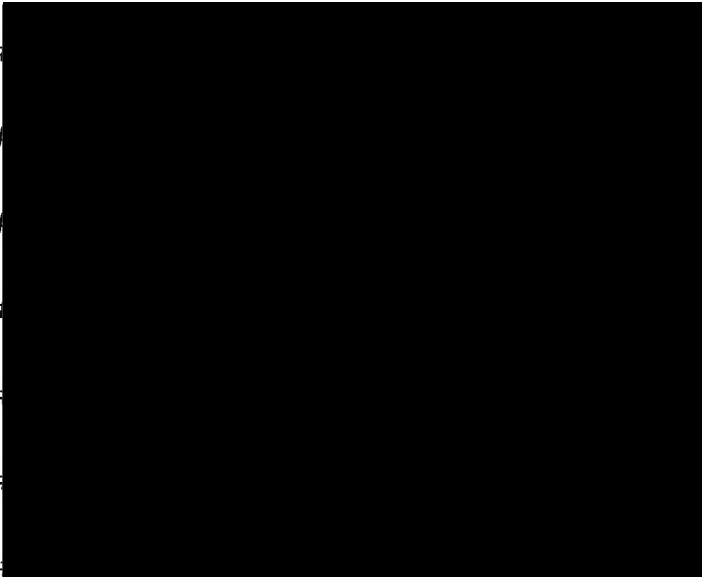
Livestock Owner: Paul Hisler Ph# \_\_\_\_\_

Coexist. Member: Al Scott Ph# \_\_\_\_\_

Coexist Member: Dean Robinson Ph# \_\_\_\_\_

Business Rep.: John R. Gould Ph# \_\_\_\_\_

Business Rep.: Cameron Sweeney Ph# \_\_\_\_\_



**J. CERTIFICATION**

I certify that this application is a true and accurate representation of the proposed work that will be performed by this county in relationship with the Oregon Department of Agriculture's Wolf Depredation Compensation and Financial Assistance Grant Program, and that I am authorized to sign as the Applicant. By the following signature, the Applicant certifies that they are aware of the requirements of the Wolf Depredation Compensation and Financial Assistance Grant Program as stipulated in OAR 603-019-0001 to 603-019-0040, are in full compliance with the requirements specified in OAR 603-019, and are prepared to distribute the grant funds to qualified participants as summarized in this document.

Applicant Signature: \_\_\_\_\_ Date: 3/3/2021

Print Name: Jim Doherty Title: Commissioner



## ODFW LIVESTOCK DEPREDAATION INVESTIGATION REPORTS

Investigations are done at the request of the owner of injured or dead livestock when they suspect wolf depredation. The goal of these investigations is to determine if the livestock was attacked by a predator and if that predator was a wolf. The goal is not necessarily to determine the cause of death, as in some cases that would require a veterinary pathologist (e.g. illness, injury, age, poisonous plants). In some areas of Oregon, USDA Wildlife Services assists ODFW when wolves are suspected and is the lead agency to investigate when other predators such as coyotes, bear, or cougar are suspected. In areas where wolves are federally protected, the USFWS may choose to assist at investigations. In some counties, the local Sheriff's office deputies also attend investigations. ODFW needs to make the determination for lethal removal of chronically depredating wolves to be considered or if the livestock producer wants financial compensation from the Oregon Department of Agriculture.

There is information about methods to minimize conflict at [https://www.dfw.state.or.us/Wolves/non-lethal\\_methods.asp](https://www.dfw.state.or.us/Wolves/non-lethal_methods.asp). The investigation determination criteria and previous investigations are listed at [https://www.dfw.state.or.us/Wolves/depredation\\_investigations.asp](https://www.dfw.state.or.us/Wolves/depredation_investigations.asp). Additional information about Oregon wolves and answers to frequently asked questions are provided at [www.odfw.com/wolves](http://www.odfw.com/wolves).

### October 5, 2020 – Morrow County (Rhea Creek area)

**Date Investigated:** 10/5/20

**Cause of death/injury:** Confirmed

**General situation and animal information:** On 10/5/20 a dead 450 lb. calf was found by a heavy equipment operator on a road adjacent to a large timbered private pasture. Muscle tissue and hide from the groin and hindquarters had been scavenged but the carcass was otherwise intact. The calf was estimated to have died less than 24 hours prior to the investigation.

**Physical evidence and summary of findings:** The carcass was skinned and examined. Two pre-mortem tooth scrapes measuring up to 3/16-inch wide were found on the hide near the right elbow. There was an approximately 6 inch by 3 inch area of associated hemorrhaging under these wounds, as well as tissue trauma up to 1 1/2 inches deep into underlying muscle tissues. Multiple pre-mortem tooth scrapes up to 3/16-inch wide with associated hemorrhaging were also found on the hide of the hindquarters above the hock. The pre-mortem injuries are a clear sign of predator attack and the size and location of the bite injuries are similar to injuries observed on other cattle attacked by wolves. The depredation is attributed to the Heppner Pack.

# Legislative Updates

## **HB, SB, or LC#:**

SB 422

## **Summary of Bill or LC:**

Eliminates fees and court costs associated with juvenile delinquency matters. Provides for appointment of court-appointed counsel at state expense in all juvenile delinquency matters. Removes parental support obligation for youths, youth offenders or young persons in state custody.

## **Parties Involved:**

Juvenile Departments, OYA, Courts, youth, families.

## **Impact to Morrow County:**

Passed-Neither a youth or parent may be ordered to pay administrative costs associated with the court, probation, detention or OYA. They cannot be required to pay any fee, cost or surcharge as required of a formal accountability agreement or as a condition of probation.

Not Passed-No changes to ability to charge fees.

## **Recommendation to Commissioners:**

Do not support bill. We use the fees/fines as an incentive for our youth to engage in services and complete the conditions of probation. If the youth attends treatment, completes community services, and follows the rules then we use it as a tool to suspend any and all fees as a reward. We never place youth in detention, file probation violations or refuse to release from supervision if they haven't paid their fees. Departments have discretion on how they handle their fees. We would not punish a youth/family for inability to pay. The Oregon Juvenile Department Directors Association (OJDDA) does support eliminating fees and court costs associated with juvenile delinquency matters.



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

(For BOC Use)  
 Item #  
ba

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

Presenter at BOC: Matt Kenny  
 Department: County Surveyor  
 Short Title of Agenda Item:  
(No acronyms please)

Phone Number (Ext): 541-215-7131  
 Requested Agenda Date: March 3, 2021

**Review and approval of Boardman Subdivision, River Ridge Estates,  
 Phase 3.**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Matt Kenny	02/24/21	Department Director	Required for all BOC meetings
	DATE	Administrator	Required for all BOC meetings
	DATE	County Counsel	*Required for all legal documents
	DATE	Finance Office	*Required for all contracts; other items as appropriate.
	DATE	Human Resources	*If appropriate

\*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)**

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

The plat of River Ridge Estates Phase 3 is being prepared for recording. Pursuant to ORS 92.100(1)(d), the plat must be approved by the governing body of the county before recording. After the plat is approved and signed by the BOC, it can then be sent to the Assessor for final tax assessment and approval, after which it can be recorded with the Clerk.

**2. FISCAL IMPACT:**

N/A

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

Suggest signing and dating all copies of sheet 5 of the plat as provided.

Attach additional background documentation as needed.



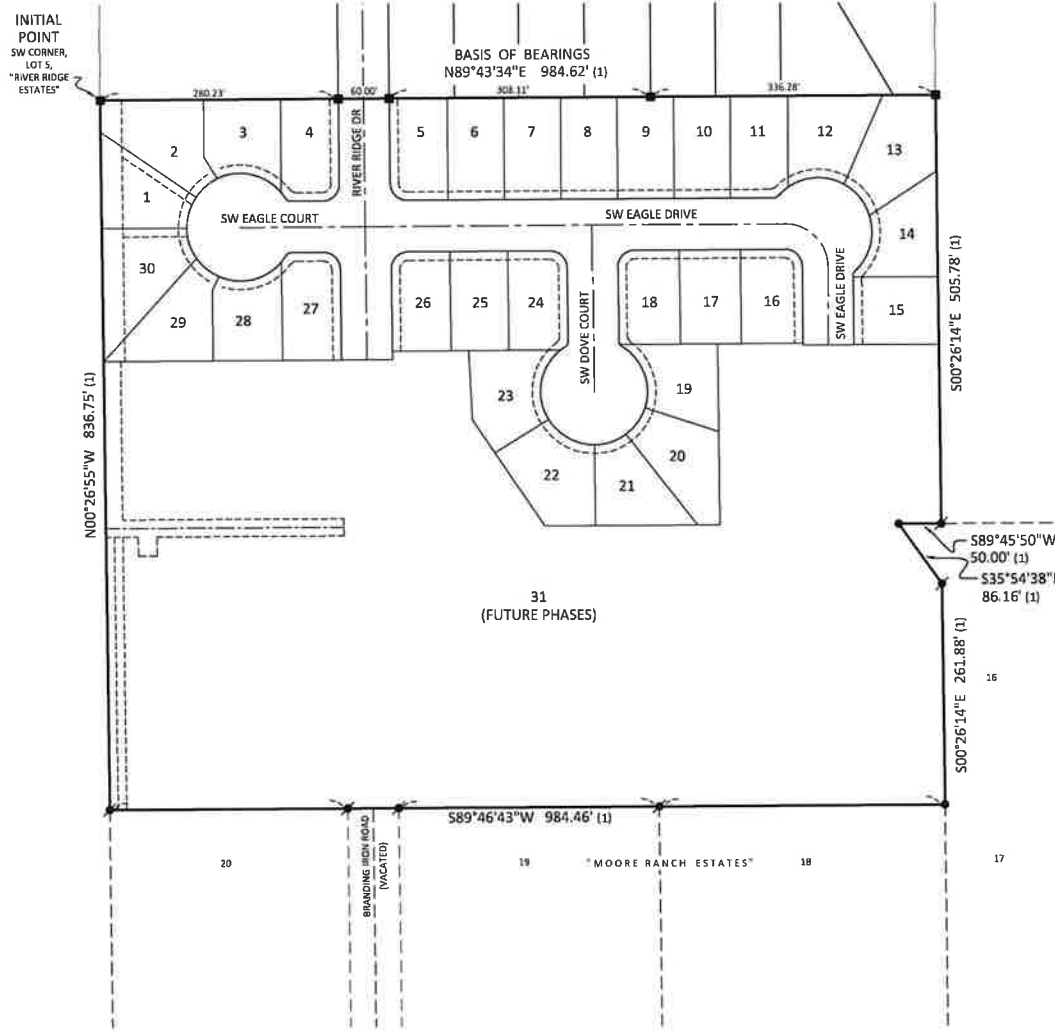
# RIVER RIDGE ESTATES - PHASE 3

A REPLAT OF LOTS 9-13, "GLENAIRE ESTATES" EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE PLAT OF "RIVER RIDGE ESTATES", A PORTION OF LOT 14, "GLENAIRE ESTATES" LYING SOUTH OF THE PLAT OF "RIVER RIDGE ESTATES", AND LOTS 10-15, "MOORE RANCH ESTATES", INCLUDING THAT PORTION OF SW BRANDING IRON ROAD AND SW LARIAT LANE THAT INURED THERETO UPON VACATION ORDINANCE NO. B-2002, RECORDED APRIL 8, 2002, AS MICROFILM NO. 2002-3904, MORROW COUNTY MICROFILM RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN, CITY OF BOARDMAN, MORROW COUNTY, OREGON  
FEBRUARY 14, 2020

## NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REPLAT AND SUBDIVIDE THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2021-48138, MORROW COUNTY DEED RECORDS, INTO LOTS AS SHOWN AND TO DEDICATE RIGHT-OF-WAY TO THE PUBLIC, FOREVER, AS SHOWN.

THE BASIS OF BEARINGS AND BOUNDARY DETERMINATION ARE PER SURVEY 2020-1903C, LOCATED IN FOLDER NO. 1903, MORROW COUNTY SURVEY RECORDS, HOLDING NORTH 89°43'34" EAST, ON THE NORTH LINE OF LOTS 9-13, "GLENAIRE ESTATES" (FOLDER NO. 981), AS SHOWN.



## SHEET INDEX

- SHEET 1: OVERALL BOUNDARY, NARRATIVE, LEGEND, REFERENCES
- SHEET 2: LOTS 1-7, 24-30, LEGEND, CURVE TABLE
- SHEET 3: LOTS 7-24, LEGEND, CURVE TABLE
- SHEET 4: LOT 31, LEGEND
- SHEET 5: DECLARATION, NOTES, SURVEYOR'S CERTIFICATE, CITY APPROVALS, COUNTY APPROVALS, CONSENT AFFIDAVIT

## LEGEND

- DENOTES FOUND 5/8" IR W/YPC INSCRIBED "EMERIO DESIGN" SET IN (1)
- DENOTES FOUND 5/8" IR W/YPC INSCRIBED "WA 39940 OR 02817LS" SET IN (3)
- ⚡ DENOTES FOUND 5/8" IR W/YPC INSCRIBED "STRATTON LS 1111" SET IN (2)
- WYPC DENOTES "WITH YELLOW PLASTIC CAP"
- IR DENOTES "IRON ROD"
- MCDR DENOTES "MORROW COUNTY DEED RECORDS"

## REFERENCES

- (1) SURVEY NO. 2020-1903C, FOLDER NO. 1903
- (2) "MOORE RANCH ESTATES", FOLDER NO. 889
- (3) "RIVER RIDGE ESTATES", FOLDER NO. 1327
- (4) "RIVER RIDGE ESTATES-PHASE 2", FOLDER NO. 1663
- (5) "GLENAIRE ESTATES", FOLDER NO. 981
- (6) EASEMENT TO PACIFIC TELEPHONE & TELEGRAPH COMPANY, BOOK 63, PAGE 545, MCDR
- (7) EASEMENT TO UMATHILA ELECTRIC COOPERATIVE ASSOCIATION, MICROFILM NO. W-21457, MCDR
- (8) DEED DOCUMENT NO. 2021-48138, MCDR

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.

DWAYNE ALAN KUFCHAK PLS 75644

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

Dwayne Kufchak  
PLS 75644  
Oregon State Board of Professional Land Surveyors  
Design: Dwayne Kufchak, CN-Deane Kufchak  
Survey: Dwayne Kufchak, CN-Deane Kufchak

OREGON  
NOVEMBER 14, 2017  
DWAYNE ALAN KUFCHAK  
75644

EXPIRES: 6-30-21



6445 SW FALLBROOK PLACE, SUITE 100  
BEAVERTON, OREGON 97008  
TEL: (503) 746-8412  
FAX: (503) 639-9592  
www.emeriodesign.com

CLIENT  
WOODHILL HOMES, INC.

JOB: 8005 001  
SHEET 1 OF 5

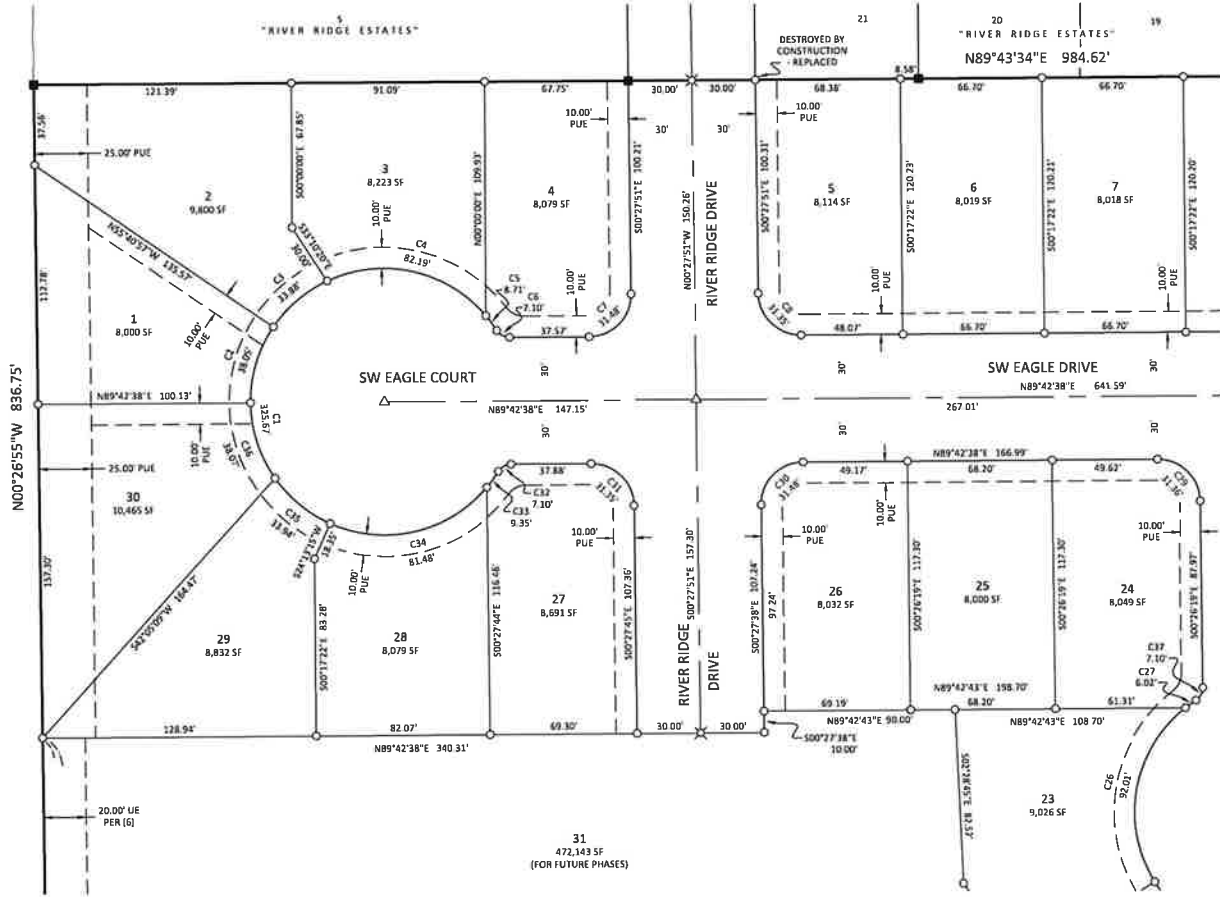
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FEBRUARY 14, 2020

## LEGEND

- DENOTES FOUND 5/8" IR W/PVC INSCRIBED "EMERIO DESIGN" SET IN (1)
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- ⚡ DENOTES FOUND 5/8" IR W/PVC INSCRIBED "STRATTON LS 1111" SET IN (2)
- DENOTES 5/8" X 30" IR W/PVC INSCRIBED "EMERIO DESIGN" SET ON DECEMBER 20, 2020
- ⊗ DENOTES 5/8" X 30" IR W/ALC INSCRIBED "EMERIO DESIGN" SET ON DECEMBER 20, 2020
- △ DENOTES 3 INCH BRASS CAP WITH PUNCH MARK IN MONUMENT BOX - SET ON DECEMBER 20, 2020
- SF DENOTES "SQUARE FEET"
- W/PVC DENOTES "WITH YELLOW PLASTIC CAP"
- W/ALC DENOTES "WITH ALUMINUM CAP"
- IR DENOTES "IRON ROD"
- PUE DENOTES "PUBLIC UTILITY EASEMENT"
- LIE DENOTES "UTILITY EASEMENT"
- (#) DENOTES RECORD DATA PER "REFERENCES" TABLE, SHEET 1

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG	CHORD
C1	325.67'	63.00'	296°10'55"	S0°17'22"E	66.60'
C2	38.05'	63.00'	34°36'25"	S17°00'51"W	37.48'
C3	33.88'	63.00'	30°48'39"	S49°43'23"W	33.47'
C4	82.19'	63.00'	74°45'04"	N77°29'46"W	76.49'
C5	8.71'	63.00'	7°55'20"	N36°09'34"W	8.70'
C6	7.10'	7.00'	58°05'28"	S61°14'38"E	6.80'
C7	31.48'	20.00'	90°10'29"	N44°37'24"E	28.33'
C8	31.35'	20.00'	89°49'31"	S45°22'36"E	28.24'
C26	92.01'	63.00'	83°40'34"	S10°20'18"W	84.04'
C27	6.02'	63.00'	5°28'32"	S54°54'51"W	6.02'
C28	325.66'	63.00'	296°10'52"	N89°33'41"E	66.60'
C29	31.36'	20.00'	89°51'03"	N45°21'50"W	28.25'
C30	31.48'	20.00'	90°10'03"	S44°37'24"W	28.33'
C31	31.35'	20.00'	89°49'31"	N45°22'36"W	28.24'
C32	7.10'	7.00'	58°05'28"	S60°39'54"W	6.80'
C33	9.35'	63.00'	8°30'04"	N35°52'12"E	9.34'
C34	81.48'	63.00'	74°06'01"	N77°10'15"E	75.92'
C35	33.94'	63.00'	30°51'49"	S50°26'50"E	33.53'
C36	38.07'	63.00'	34°37'33"	S17°36'09"E	37.50'
C37	7.10'	7.00'	58°05'26"	N28°36'24"E	6.80'



I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.

DWAYNE ALAN KUFCHAK PLS 75644

REGISTERED PROFESSIONAL LAND SURVEYOR

Dwayne Kufchak

OREGON  
NOVEMBER 14, 2017  
DWAYNE ALAN KUFCHAK  
75644

EXPIRES: 6-30-21

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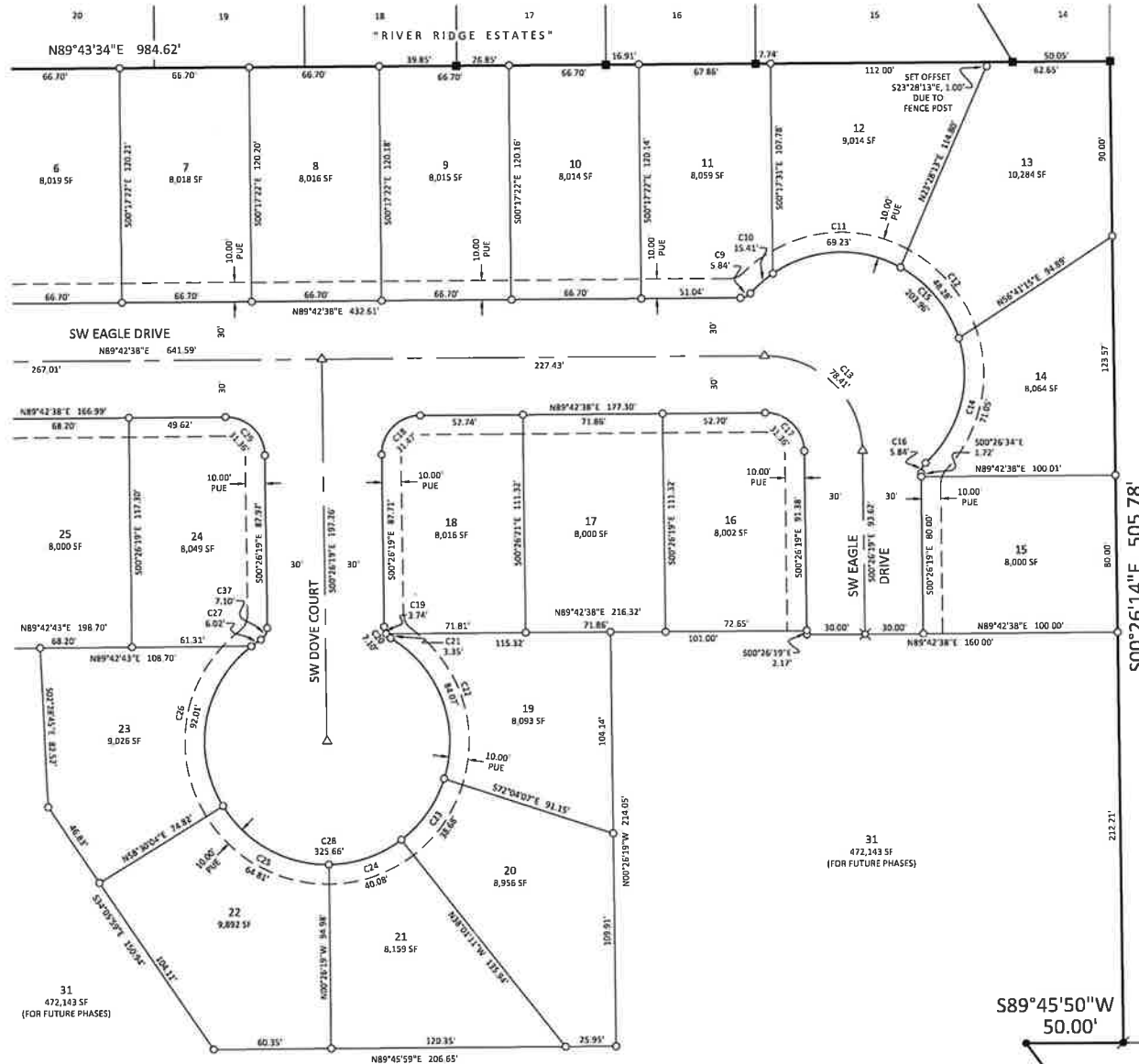
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JOB: 8005-001

SHEET 2 OF 5

# RIVER RIDGE ESTATES - PHASE 3

A REPLAT OF LOTS 9-13, "GLENLAIRE ESTATES" EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE PLAT OF "RIVER RIDGE ESTATES", A PORTION OF LOT 14, "GLENLAIRE ESTATES" LYING SOUTH OF THE PLAT OF "RIVER RIDGE ESTATES", AND LOTS 10-15, "MOORE RANCH ESTATES", INCLUDING THAT PORTION OF SW BRANDING IRON ROAD AND SW LARIAT LANE THAT INURED THERETO UPON VACATION ORDINANCE NO. 8-2002, RECORDED APRIL 8, 2002, AS MICROFILM NO. 2002-3904, MORROW COUNTY MICROFILM RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN, CITY OF BOARDMAN, MORROW COUNTY, OREGON  
FEBRUARY 14, 2020



- LEGEND**
- DENOTES FOUND 5/8" IR W/YP INSCRIBED "EMERIO DESIGN" SET IN (1)
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  - ⚡ DENOTES FOUND 5/8" IR W/YP INSCRIBED "STRATTON LS 1111" SET IN (2)
  - DENOTES 5/8" X 30" IR W/YP INSCRIBED "EMERIO DESIGN" SET ON DECEMBER 20, 2020
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  - (\*) DENOTES RECORD DATA PER "REFERENCES" TABLE, SHEET 1

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG	CHORD
C9	5.84'	7.00'	47°49'22"	N65°47'57"E	5.67'
C10	15.41'	63.00'	14°00'42"	S48°53'37"W	15.37'
C11	69.23'	63.00'	62°5'29"	S87°22'43"W	65.80'
C12	46.28'	63.00'	43°54'24"	N39°11'20"W	47.11'
C13	78.41'	50.00'	69°51'03"	N45°21'51"W	70.62'
C14	71.05'	63.00'	64°37'08"	N15°04'26"E	67.35'
C15	203.96'	63.00'	185°29'44"	N45°21'52"W	125.86'
C16	5.84'	7.00'	47°49'26"	S23°28'12"W	5.67'
C17	31.36'	20.00'	89°51'03"	N45°21'51"W	28.25'
C18	31.47'	20.00'	90°08'57"	S44°38'09"W	28.32'
C19	3.74'	7.00'	30°38'35"	S15°45'35"E	3.70'
C20	7.10'	7.00'	58°05'29"	S29°29'02"E	6.80'
C21	3.35'	7.00'	27°26'54"	S44°48'20"E	3.32'
C22	84.07'	63.00'	76°27'42"	N20°17'54"W	77.97'
C23	38.68'	63.00'	35°10'29"	N35°31'11"E	38.07'
C24	40.08'	63.00'	36°27'15"	N71°20'03"E	39.41'
C25	64.81'	63.00'	58°56'20"	S60°58'09"E	61.99'
C26	92.01'	63.00'	83°40'34"	S10°20'18"W	84.04'
C27	6.02'	63.00'	5°28'32"	S54°54'51"W	6.02'
C28	325.66'	63.00'	296°10'52"	N89°33'41"E	66.60'
C29	31.36'	20.00'	89°51'03"	N45°21'50"W	28.25'
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DWAYNE ALAN KUFCHAK PLS 75544

REGISTERED PROFESSIONAL LAND SURVEYOR  
Dwayne Alan Kufchak  
OREGON NOVEMBER 14, 2017  
DWAYNE ALAN KUFCHAK 75544  
EXPIRES: 6-30-21

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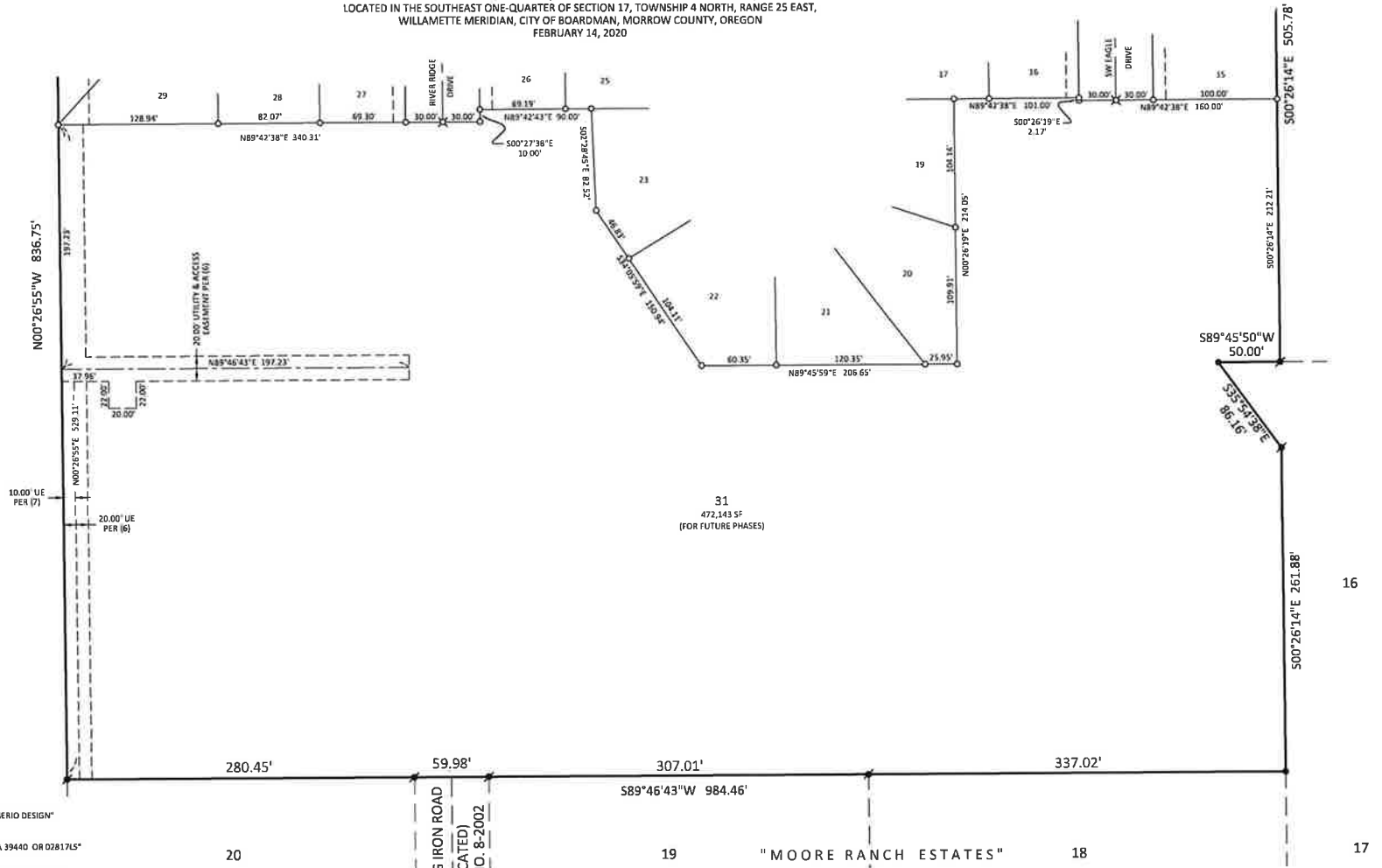
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ID# 8005-001



S89°45'50"W  
50.00'

# RIVER RIDGE ESTATES - PHASE 3

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FEBRUARY 14, 2020



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  - DENOTES FOUND 5/8" IR W/YPC INSCRIBED "WA 39440 OR 02817LS" SET IN (3)
  - ✦ DENOTES FOUND 5/8" IR W/YPC INSCRIBED "STRATTON LS 1111" SET IN (2)
  - DENOTES 5/8" X 30" IR W/YPC INSCRIBED "EMERIO DESIGN" SET ON DECEMBER 20, 2020
  - ⊗ DENOTES 5/8" X 30" IR W/ALC INSCRIBED "EMERIO DESIGN" SET ON DECEMBER 20, 2020
  - △ DENOTES 3-INCH BRASS CAP WITH PUNCH MARK IN MONUMENT BDX - SET ON DECEMBER 20, 2020
  - SF DENOTES 'SQURE FEET'
  - WYPC DENOTES 'WITH YELLOW PLASTIC CAP'
  - WALC DENOTES 'WITH ALUMINUM CAP'
  - IR DENOTES 'IRON ROD'
  - PLUE DENOTES 'PUBLIC UTILITY EASEMENT'
  - UE DENOTES 'UTILITY EASEMENT'
  - (#) DENOTES RECORD DATA PER 'REFERENCES' TABLE, SHEET 1

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.  
DWAYNE ALAN KUFCHAK PLS 75644

REGISTERED PROFESSIONAL LAND SURVEYOR  
Dwayne Kufchak  
OREGON  
NOVEMBER 14, 2017  
DWAYNE ALAN KUFCHAK  
75644  
EXPIRES: 6-30-21

**EMERIO**  
ENGINEERING • SURVEYING • DESIGN  
6445 SW FALLBROOK PLACE, SUITE 100  
BEAVERTON, OREGON 97008  
TEL: (503) 746 8812  
FAX: (503) 639-9392  
www.emeriodesign.com  
JOB: 8005 001  
SHEET 4 OF 5

# RIVER RIDGE ESTATES - PHASE 3

A REPLAT OF LOTS 9-13, "GLENAIRE ESTATES" EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE PLAT OF "RIVER RIDGE ESTATES", A PORTION OF LOT 14, "GLENAIRE ESTATES" LYING SOUTH OF THE PLAT OF "RIVER RIDGE ESTATES", AND LOTS 10-15, "MOORE RANCH ESTATES", INCLUDING THAT PORTION OF SW BRANDING IRON ROAD AND SW LARIAT LANE THAT INLINED THERETO UPON VACATION ORDINANCE NO. 9-2002, RECORDED APRIL 8, 2002, AS MICROFILM NO. 2002-3904, MORROW COUNTY MICROFILM RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN, CITY OF BOARDMAN, MORROW COUNTY, OREGON  
FEBRUARY 14, 2020

## CITY OF BOARDMAN APPROVALS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
CITY OF BOARDMAN PLANNING COMMISSION CHAIR

THE DEDICATION OF ALL PUBLIC EASEMENTS, UTILITIES AND STREETS DEPICTED HEREON IS HEREBY ACCEPTED.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
MAYOR - AS DIRECTED BY BOARDMAN CITY COUNCIL

## MORROW COUNTY APPROVALS

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT, THAT IT COMPLIES WITH THE LAWS OF THE STATE OF OREGON WITH REFERENCE TO THE FILING AND RECORDING OF SUCH PLATS AND I THEREFORE APPROVE SAID PLAT.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
MORROW COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
MORROW COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
MORROW COUNTY COMMISSIONERS

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT, THAT IT COMPLIES WITH THE LAWS OF THE STATE OF OREGON WITH REFERENCE TO THE FILING AND RECORDING OF SUCH PLATS AND I THEREFORE APPROVE SAID PLAT.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
MORROW COUNTY SURVEYOR

ALL TAXES, FEES, ASSESSMENTS AND OTHER CHARGES AS PROVIDED BY O.R.S. 92.095 HAVE BEEN PAID THROUGH \_\_\_\_\_, 20\_\_

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
MORROW COUNTY ASSESSOR & TAX COLLECTOR

## MORROW COUNTY CLERK

## DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WOOD HILL HOMES, INC. AN OREGON CORPORATION, IS THE OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP, BEING MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS IN ACCORDANCE WITH THE PROVISIONS OF O.R.S. CHAPTER 92, AND DOES HEREBY GRANT ALL EASEMENTS AND RESTRICTIONS AS SHOWN OR NOTED HEREON, AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER ALL RIGHTS-OF-WAY AS SHOWN ON THIS MAP.

WOOD HILL HOMES, INC., AN OREGON CORPORATION

BY: \_\_\_\_\_  
GEORGE HALE, PRESIDENT

## SURVEYOR'S CERTIFICATE

I, DWAYNE A. KUFCHAK, CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ANNEXED SUBDIVISION PLAT, BEING A REPLAT OF LOTS 9-13, "GLENAIRE ESTATES" (FOLDER 981) EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE PLAT OF "RIVER RIDGE ESTATES" (FOLDER 1327), A PORTION OF LOT 14, "GLENAIRE ESTATES" (FOLDER 981) LYING SOUTH OF THE PLAT OF "RIVER RIDGE ESTATES", AND LOTS 10-15, "MOORE RANCH ESTATES" (FOLDER 889), INCLUDING THAT PORTION OF SW BRANDING IRON ROAD AND SW LARIAT LANE THAT INLINED THERETO UPON VACATION ORDINANCE NO. 9-2002, RECORDED APRIL 8, 2002, AS MICROFILM NO. 2002-3904, MORROW COUNTY MICROFILM RECORDS, SAID LAND DESCRIBED IN DEED DOCUMENT NO. 2021-46138, MORROW COUNTY DEED RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN, CITY OF BOARDMAN, MORROW COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "WA 39440 OR 0281715" MARKING THE SOUTHWEST CORNER OF LOT 5, PLAT OF "RIVER RIDGE ESTATES" (FOLDER NO. 1327), SAID POINT BEING ON THE SOUTH LINE OF SAID PLAT;

THENCE ALONG THE SOUTH LINE OF SAID PLAT OF "RIVER RIDGE ESTATES", NORTH 89°43'34" EAST, A DISTANCE OF 984.63 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID PLAT, MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "WA 39440 OR 0281715";

THENCE LEAVING THE SOUTH LINE OF SAID PLAT AND ALONG THE EAST LINE OF LOT 9, PLAT OF "GLENAIRE ESTATES" (FOLDER NO. 981) AND EAST LINE OF LOT 10, "MOORE RANCH ESTATES" (FOLDER NO. 889), SOUTH 00°26'14" EAST, A DISTANCE OF 505.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10, MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "STRATTON LS 1111";

THENCE LEAVING SAID EAST LINE, SOUTH 89°45'50" WEST, ALONG THE CENTERLINE OF THE VACATED LARIAT LANE (ORD. NO. 8-2002), A DISTANCE OF 50.00 FEET TO A FOUND 5/8" IRON ROD INSCRIBED "EMERIO DESIGN";

THENCE SOUTH 35°54'38" EAST, A DISTANCE OF 86.16 FEET TO A FOUND 5/8" IRON ROD INSCRIBED "STRATTON LS 1111" ON THE EAST LINE OF LOT 15, SAID PLAT OF "MOORE RANCH ESTATES";

THENCE ALONG THE EAST LINE OF SAID LOT 15, SOUTH 00°26'14" EAST, A DISTANCE OF 261.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15, MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "EMERIO DESIGN"

THENCE ALONG THE SOUTH LINE OF LOTS 15, 14 & 13, SAID PLAT OF "MOORE RANCH ESTATES", SOUTH 89°46'43" WEST, A DISTANCE OF 984.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, MARKED BY A 5/8" IRON ROD INSCRIBED "STRATTON LS 1111"

THENCE ALONG THE WEST LINE OF LOTS 13 & 12, "MOORE RANCH ESTATES" AND WEST LINE OF LOT 13, "GLENAIRE ESTATES, NORTH 00°26'55" WEST, A DISTANCE OF 836.75 FEET TO THE INITIAL POINT.

CONTAINING 822,499 SQUARE FEET (18.882 ACRES), MORE OR LESS

## CONSENT AFFIDAVIT

A SUBDIVISION CONSENT AFFIDAVIT FROM JOHN RODEER HAS BEEN RECORDED AS DOCUMENT NO. \_\_\_\_\_, MORROW COUNTY DEED RECORDS.

## ACKNOWLEDGEMENT

STATE OF OREGON )  
  )SS  
COUNTY OF \_\_\_\_\_ )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 20\_\_  
BY GEORGE HALE, PRESIDENT OF WOOD HILL HOMES, INC. AN OREGON CORPORATION

NOTARY SIGNATURE \_\_\_\_\_

NOTARY PUBLIC - OREGON \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_

## NOTES

- THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL PER THE BOARDMAN RIVER RIDGE ESTATES - PHASE 3.
- THIS PLAT IS SUBJECT TO RESERVATIONS, INCLUDING THE TERMS THEREOF, AS RESERVED IN DEED TO OREGON LAND & WATER COMPANY, RECORDED APRIL 12, 1906, IN BOOK 5, PAGE 342, MORROW COUNTY DEED RECORDS.
- THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS THEREOF, IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED APRIL 1, 1959, IN BOOK 63, PAGE 545, MORROW COUNTY DEED RECORDS.
- THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS THEREOF, IN FAVOR OF UMATILLA ELECTRIC COOPERATIVE ASSOCIATION, RECORDED MARCH 14, 1983, AS MICROFILM NO. M-21467, MORROW COUNTY MICROFILM RECORDS.
- THIS PLAT IS SUBJECT TO UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF "MOORE RANCH ESTATES", FILED DECEMBER 5, 1996, IN FOLDER 889, MORROW COUNTY SURVEY RECORDS.
- THIS PLAT IS SUBJECT TO UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF "GLENAIRE ESTATES", FILED FEBRUARY 24, 1999, IN FOLDER 981, MORROW COUNTY SURVEY RECORDS.
- ALL LOTS ARE SUBJECT TO A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG STREET FRONTAGES AS SHOWN.
- A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT SHALL EXIST ALONG THE NORTHERLY LINE OF LOT 1 AS SHOWN FOR THE BENEFIT OF THE CITY OF BOARDMAN.
- A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT SHALL EXIST ALONG THE NORTHERLY LINE OF LOT 30 AS SHOWN FOR THE BENEFIT OF THE CITY OF BOARDMAN.

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.

DWAYNE ALAN KUFCHAK PLS 75644

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

Dwayne Kufchak

OREGON  
NOVEMBER 14, 2017  
DWAYNE ALAN KUFCHAK  
75644

EXPIRES: 6-30-21

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FAX: (503) 639-9592  
www.emeriodesign.com

JOB: 8005-001

SHEET 5 OF 5



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

(For BOC Use)
Item #
6b

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

Presenter at BOC: Matt Kenny
Department: County Surveyor
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-215-7131
Requested Agenda Date: March 3, 2021

Review and approval of landowner dedication deed for right-of-way
needs associated with improvements to Kilkenny Road.

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 min.
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Matt Kenny 02/24/21 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

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

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

The Public Works Department has been making plans for improvement to the 90-degree corner in Kilkenny Road located approximately 1/2 mile easterly of the intersection of Highway 207 and Bombing Range Road. Proposed improvements included an increased radius for the curve which resulted in the need for additional right-of-way.

Discussions with the landowner (North Lex Power and Land) resulted in agreement over construction of a 30 MPH design curve as prepared by Anderson Perry & Associates. This design would require approximately 0.48 acres of land be acquired for public road right-of-way purposes. Chris Rauch, representing North Lex Power and Land, generously offered to dedicate this land towards the improvement project.

Before you today is the dedication deed as signed by Mr. Rauch, and prepared by Richard Tovey, Morrow County Counsel, together with supporting documents and exhibits. Once executed by the BOC, we can then record the document with the County Clerk. The County Surveyor will then complete the right-of-way monumentation and file a survey in the record, officially completing the acquisition process.

**2. FISCAL IMPACT:**

None.

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

Suggest notarized signature of dedication deed as provided and enacting an order in acceptance of the proposed dedication.

Attach additional background documentation as needed.

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

In the Matter of Accepting                             )  
a Dedication Deed Dedicating                        )  
Property as Public Right-of-Way                    )       ORDER No. OR-2021-6

**WHEREAS**, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

**WHEREAS**, ORS 368.073 authorizes Morrow County to acquire property for public road purposes; and

**WHEREAS**, ORS 368.096 authorizes Morrow County to acquire real property for public road purposes by the acceptance of a dedication; and

**WHEREAS**, Chris Rauch, representing North Lex Power and Land LLC, has communicated his desire to dedicate the land, described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein, for public road purposes and has presented a Dedication Deed to Morrow County; and

**WHEREAS**, the Morrow County Board of Commissioners finds that accepting the Dedication Deed will benefit the citizens of Morrow County:

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

The Dedication Deed from Chris Rauch, representing North Lex Power and Land LLC, is hereby accepted by the County.

The addition of the land as described in Exhibits A and B is accepted for public road and utility purposes.

This Order and Deed shall be filed with and recorded by the County Clerk.

The road right-of-way shall be surveyed and monumented and the survey to be recorded with the County Surveyor.



**MORROW COUNTY BOARD OF COMMISSIONERS**

Date: \_\_\_\_\_

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Melissa Lindsay, Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

LEGAL DESCRIPTION

All that portion of Tract XX as described under Document Number 2010-25742, Records of Morrow County, Oregon, located in the North Half of the Northwest Quarter of Section 20, Township 1 North, Range 26 East, Willamette Meridian, Morrow County, Oregon, being further described as follows:

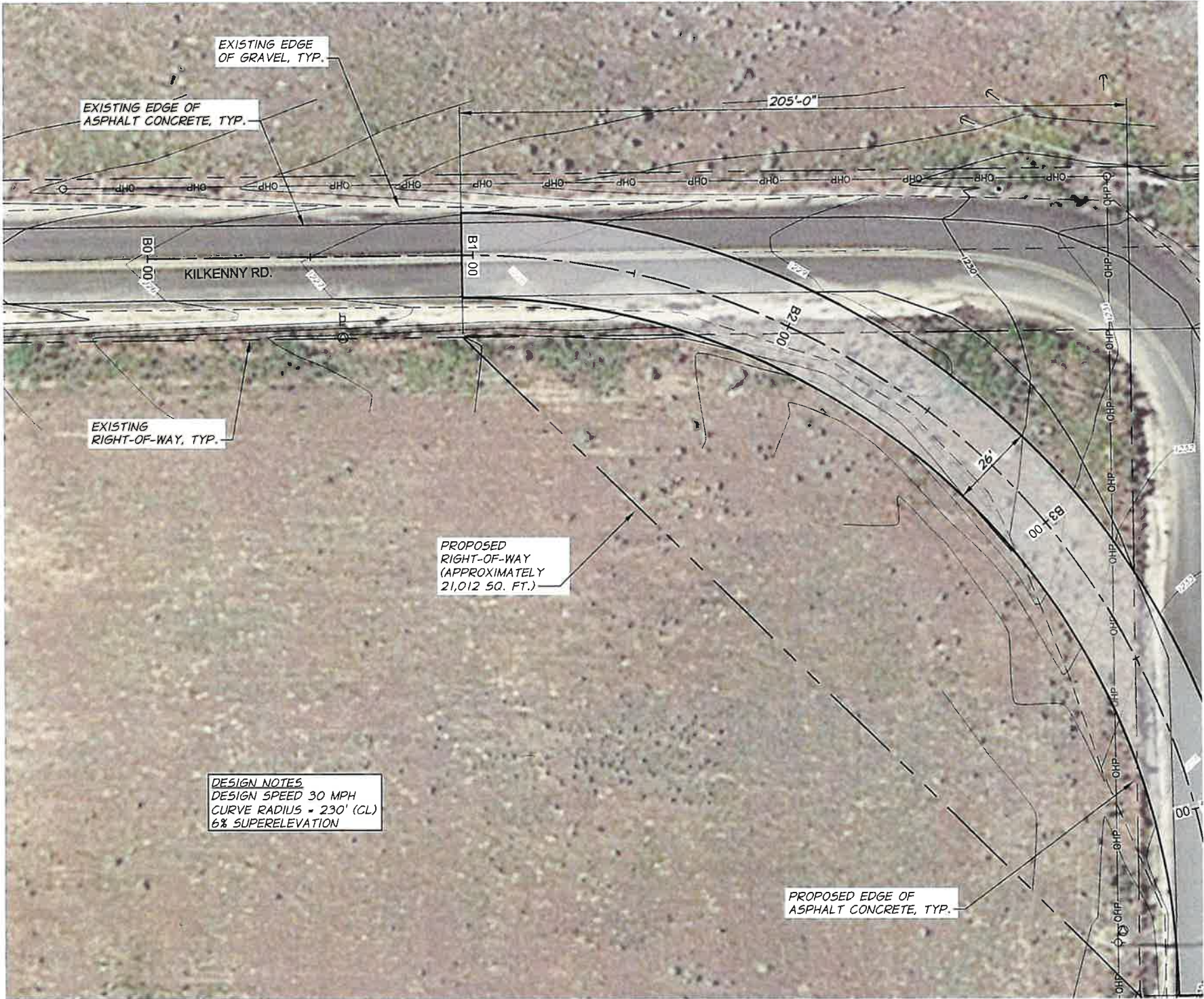
Beginning at the Northeast Corner of the Northwest Quarter of Section 20, Township 1 North, Range 26 East, Willamette Meridian, said point being located on the centerline of County Road Number 739, Kilkenny Road; thence southerly along the east line of the Northwest Quarter of said Section 20 and the centerline of said County Road Number 739 for a distance of 255.00 feet; thence leaving the east line of the Northwest Quarter of said Section 20 and centerline of said County Road Number 739 northwesterly to a point on the north line of the Northwest Quarter of said Section 20, said point being 255.00 feet westerly from the Northeast Corner of the Northwest Quarter of said Section 20, said point also being on the centerline of said County Road Number 739; thence easterly along the north line of the Northwest Quarter of said Section 20 and centerline of said County Road Number 739 for a distance of 255.00 feet, to the point of beginning.

EXCEPTING THEREFROM that portion lying within the existing right-of-way margins of County Road Number 739, Kilkenny Road.

Containing 0.48 Acres, more or less.

**EXHIBIT B**

RAFTING\530-08-060C-F02.dwg, Layout1, 1/21/2021 10:46 AM, gsaurbier



Grantor's Name:

Chris Rauch

North Lex Power and Land LLC

Lexington, OR 97839

Grantees Name:

Morrow County, a political  
subdivision of the State of Oregon

After recording return to:

Morrow County, a political  
subdivision of the State of Oregon

P.O. Box 788

Heppner, OR 97836

Until a change is requested, all tax  
statements shall be sent to the above  
listed address.

### **DEDICATION DEED**

Chris Rauch, representing North Lex Power and Land LLC, dedicates the below described property as public right-of-way, over which the public has a right of use for road and utility purposes, including permanent easement to construct, reconstruct, repair, and maintain a Public Road and its appurtenances and facilities, and appurtenances therefore, upon, over, under and across the following described real property:

All that portion of Tract XX as described under Document Number 2010-25742, Records of Morrow County, Oregon, located in the North Half of the Northwest Quarter of Section 20, Township 1 North, Range 26 East, Willamette Meridian, Morrow County, Oregon, being further described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of Section 20, Township 1 North, Range 26 East, Willamette Meridian, said point being located on the centerline of County Road Number 739, Kilkenny Road; thence southerly along the east line of the Northwest Quarter of said Section 20 and the centerline of said County Road Number 739 for a distance of 255.00 feet; thence leaving the east line of the Northwest Quarter of said Section 20 and centerline of said County Road Number 739 northwesterly to a point on the north line of the Northwest Quarter of said Section 20, said point being 255.00 feet westerly from the Northeast Corner of the Northwest Quarter of said Section 20, said point also being on the centerline of said County Road Number 739; thence easterly along the north line of the Northwest Quarter of said Section 20 and centerline of said County Road Number 739 for a distance of 255.00 feet, to the point of beginning.

EXCEPTING THEREFROM that portion lying within the existing right-of-way margins of County Road Number 739, Kilkenny Road.

Containing 0.48 Acres, more or less.

The consideration for this easement is -\$0-.

BEFORE SIGNING OR ACCEPTING THE INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THE INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED THIS 1 DAY OF March, 2021.

*Chris Rauch*  
Chris Rauch, rep.  
North Lex Power and Land LLC

STATE OF OREGON            )  
  ) ss  
COUNTY OF MORROW        )

The foregoing instrument was acknowledged before me on this 01 day of March, 2021 by Chris Rauch, as Rep. (title) of North Lex Power and Land, LLC who acknowledged such instrument to be free and voluntary act and deed, and on oath stated that they were duly authorized to execute such instrument.



*Kirsti Cason*  
Notary Public for Oregon

ACCEPTANCE

Morrow County, a political subdivision of the State of Oregon, by and through its Board of Commissioners, hereby accepts the above dedication of land as a County Road for public road and utility purposes on behalf of the public.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**MORROW COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Don Russell, Commissioner

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Melissa Lindsay, Commissioner

STATE OF OREGON            )  
  ) ss  
COUNTY OF MORROW        )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, MORROW COUNTY COMMISSIONERS, who acknowledged such instrument to be free and voluntary act and deed, and on oath stated that they were duly authorized to execute such instrument.

\_\_\_\_\_  
Notary Public for Oregon



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

(For BOC Use)
Item #
60

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Phone Number (Ext): 5620
Requested Agenda Date: 3/3/2021

(No acronyms please)

Review of Compensation Board Recommendations

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:

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.
Lindsay Grogan 2/26/2021 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)**

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

The Compensation Board met on February 18, 2021 to make recommendations for the Elected Officials per ORS 204.112.

The Board recommended a 3% Cost of Living Adjustment to all Officials except the Treasurer and Sheriff.

The Board has also recommended that HR works together with the Elected Officials to create job descriptions for each Elected Officials position.

Please see attached for your review:

- 1) Meeting Minutes
- 2) COLA history
- 3) Fiscal Impact

**2. FISCAL IMPACT:**

Varied depending on decision. Please see attached.

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

Motion to forward the recommendations of the Compensation Board to the Budget Committee.  
- 3% COLA for all Elected Officials, except the Treasurer and Sheriff

Recommendation to create job descriptions for all Elected positions.

Recommendation for Non Represented Employees:

- Motion to forward a COLA recommendation to the Budget Committee for non-union members.

Attach additional background documentation as needed.



**Morrow County  
Compensation Board Meeting Minutes  
February 18, 2021  
Bartholomew Building  
Heppner, Oregon**

**Present**

Lisanne Currin, Compensation Board  
Marie Cain, Compensation Board  
Eileen Hendricks, Compensation Board  
Jill Martin, Compensation Board  
Darrell Green, Administrator  
Lindsay Grogan, Human Resource Manager

**Zoom**

Debbie Radie, Compensation Board  
Melissa Lindsay, Commissioner  
Justin Nelson, District Attorney  
Dave Sykes, Heppner Gazette  
Ronda Fox, Payroll/Benefits Administrator  
Glen Diehl, Justice of the Peace

**Call to Order:** 9:33 a.m.

**Introductions**

Lindsay Grogan expressed appreciation to the Compensation Board members for attending the meeting. She reminded those in attendance of the purpose of the Board as defined in ORS 204.112. She mentioned that the materials provided in the notebook were designed to assist the Board in making an accurate analysis. Ms. Grogan also informed the Board that their recommendations would be reviewed for the Commission on March 3, 2021.

**Election of Officers**

*Lisanne Currin nominated Eileen Hendricks for Chair. Marie Cain seconded. Motion Passed.*

**Minutes**

*Chair Hendricks asked for a motion to approve the 2020 Compensation Board meeting minutes, with the correction of the two spelling errors. Motion was made by Ms. Martin, Ms. Cain seconded. Unanimous approval.*

**Open Comments**

Chair Hendricks asked if there were any citizen comments prior to starting, none were offered.

Ms. Grogan explained that the Board will be evaluating 7 different positions. In addition, the overall summary included reports such as County Population Comparison, Wage Scales, COLA History, Cross-County Internal Comparison between Department Heads, and an Analysis of nearby Counties.

Ms. Grogan asked the Board if it was satisfactory to entertain the motions at the end of the deliberations. The Board agreed, as done in year's past.

## Overall Summary/Analysis

Ms. Currin asked what action was taken on the Compensation Board's recommendations from the previous year. Ms. Grogan explained that the Board had recommended a 3% COLA across the Board (including the DA stipend) and a 10% increase for the Assessor's position. The Budget Committee issued a 2.5% COLA (not to include the DA's stipend) and a 9.5% increase to the Assessor's wage.

The Board then asked about the Treasurer's position as there was discussion in the previous year if the position was truly a full-time position or not. Ms. Grogan remembered that the Board did not feel comfortable making that decision last year as they did not feel they had enough information on the position's time commitment and duties. It was then asked if the Commissioners had offered any extra feedback on that request, and it was stated that there was no further direction from the Commission on that Topic. Ms. Currin asked Commissioner Lindsay if there was a deliberate decision not to pursue the Treasurer matter. Commissioner Lindsay stated that there didn't seem like there was a lot of interest to take up the conversation.

Ms. Radie stated that it was her belief that the Board is not responsible to establish duties and time commitment but rather to determine salary based on the information provided. Ms. Martin clarified that the Board does need to know if it is a full-time or part-time position in order to properly evaluate compensation.

Ms. Currin mentioned that the job descriptions that were provided in the packet by the other Counties, were very helpful. She mentioned that if Morrow County could build job descriptions for each Elected Official's position then it would help the Board make proper recommendations. It would also assist the Officials and the County to truly understand what the position entails. Discussion ensued regarding that the job descriptions could be JobMeas'd and potentially put on the management wage scale.

Ms. Radie discussed that someone with tenure might not always be more productive and more qualified for the position than an Official in their first term. Ms. Martin mentioned that if you had a newly Elected Official with no experience could come in at the beginning of a range.

Chair Hendricks stated that she was surprised last year when she heard the previous Treasurer say that she devoted quite a bit of time assisting Special Districts. This is just one example of a duty performed that the lay person would not be aware of. A job description would help the Board truly determine what the compensation should be based on their specific duties.

The board discussed that while the specific ORS' are a basic job description, there is no reason why the County shouldn't be able to create job descriptions with the position's statutory requirements as a bare minimum. Chair Hendricks also commented that a job description would help the Board compare compensation against other Department Heads.

Ms. Hendricks noted that the County had done a wage survey in the past, and she was curious if anything of the sorts had happened since then. Mr. Green offered that the JobMeas was brought

into the County in 2014 and that Human Resources uses it still during the Classification procedure.

Chair Hendricks made one more mention to the general overview of the packet. She noted that the CPI provided is the CPI for wages, which doesn't always offer accurate insight in to how much it actually costs to live. She said the total CPI would be higher and would justify a 3% cost of living adjustment. She recommended a total CPI to be provided in the packet moving forward.

### **Elected Officials Compensation Deliberations**

#### Assessor

Chair Hendricks noted that the Assessor was not requesting an increase.

Ms. Cain reminded the Board that the Assessor received a 9.5% increase in the previous year to get him more in line with other Counties.

No further comments were made and Chair Hendricks moved onto the Clerk position.

#### Clerk

Chair Hendricks commented that Bobbi Childers has held her position longer than any other Elected Official.

Ms. Cain wanted to add that with such a controversial Election season this year, she wanted to commend our Clerk for doing such a fantastic job.

Ms. Currin asked if there has been any significant change in the numbers of employees supervised by any of the Elected Officials. Ms. Grogan responded that there were no changes to any of the direct reports, minus a few indirect reports to the Commission.

Chair Hendricks asked if there has been a significant change in duties for the office based on electronic reporting. Darrell said there has been no major or long-term projects to the Clerk's offices.

Ms. Radie asked about the Clerk's budget that Bobbi Childers provided in the packet. She noted a major amount of money not spent in the budget. It was clarified that this budget was only for about a 6-month period. The board asked why the budget was provided. Ms. Grogan speculated that she included it to show the revenue stream for the office. Mr. Green added that the budget is part of the ORS and that may be why it is included.

#### Commissioners

Ms. Grogan noted that there was a memo provided by Chair Don Russell in attempt to give the Board a glimpse into a Commissioner's life. She also mentioned that each Commissioner's day may look different from one another based on what committees they serve on.

It was noted that there was no official ask for a compensation increase from the Commission.

Ms. Martin added that the memo was helpful and that it tied into what the Commissioners have been telling the Board for the last few years.

Ms. Grogan noted that the Board felt the position was somewhere between part-time and full-time. Ms. Martin said they felt it was close to 0.5 FTE.

Ms. Cain mentioned that it would be helpful to see what committees each Commissioner serves on. Mr. Green was able to grab that information and provide it to the Board.

It was asked what the term is for a Commissioner. Ms. Grogan stated 4 years.

#### District Attorney (DA)

It was noted that the District Attorney did not ask for an increase.

Ms. Currin clarified if the DA received a COLA on his stipend last year. Ms. Grogan confirmed that he did not. Ms. Currin noted her concern for when the District Attorney does not get a COLA on his stipend, it falls behind and then has to be caught up every few years.

It was clarified that the DA's stipend is separate from what he received for performing County Counsel Services. Confirmed.

Mr. Nelson noted that most District Attorney's do not do County Counsel work. He also wanted to note that he still get's a COLA on his wage from the State.

#### Justice of the Peace

Ms. Radie mentioned that the Judge Diehl only asked for a COLA the same as the rest of the employees. Ms. Grogan clarified that each union bargains their own COLA. The Sheriff's Office have negotiated a 2.5% for the year 2021-22 and AFSCME is undetermined, as their contracts expire in June 2021.

Ms. Grogan also clarified that employees receive a 5% step increase every other year in addition to the COLA. This is issued every other year for 6 years.

Ms. Radie asked why there were no other Justice of the Peace salaries to compare to other Counties in the packet. Ms. Grogan answered that there are not many Justice of the Peace positions left and that most Counties have moved to Circuit Court.

Chair Hendricks wanted to ensure that the Judge's wage had decreased from the compensation that Judge Spicer had received previously for having a law degree.

Ms. Radie thought the difference was \$3,000. Ronda confirmed that the difference paid for the extra credentials was \$2,877 annually.

Ms. Radie asked why the Treasurer, Justice of the Peace, and Clerk all had the exact same salary. Ms. Currin stated that the Assessor used to also be on the same compensation level until he decided to compensate him for the added responsibility of Tax Collector and for the other duties assigned.

#### Sheriff

Ms. Grogan stated the Sheriff's salary has to be the highest compensated in the office. She added that the employee's salary that was pushing the Sheriff's wage up has retired. The next highest paid employee is now the Undersheriff at \$102,578. She also discussed that historically the Board has recommended that the Sheriff's salary sit at \$100 more annually than the next highest paid employee. Ms. Grogan also clarified that the current Undersheriff also performs the duties of Emergency Manager, which accounts for 10% of his wages. To be transparent, she noted that there is a current ask for an FTE for the Emergency Manager position in the Classification process. If the position is approved, the Undersheriff's pay would potentially decrease 10% to \$92,320.

It was noted that the Sheriff did not provide a memo for the Compensation Board this year.

#### Treasurer

Ms. Grogan stated that there is a new Treasurer this year who has held the office for the past month.

The Treasurer did not request a wage change in her memo to the Board.

Ms. Martin noted that Wasco County Treasurer is only allotted 16 hours a year for the position. Ms. Grogan clarified that their Treasurer is purely there for auditing purposes and the Finance department handles the duties. Ms. Cain asked what the size comparison was of the Wasco Finance department and our Finance Team. Mr. Green stated that they have 4 employees in comparison to our 3 employees.

#### **Compensation Board Recommendation to the Morrow County Board of Commissioners**

##### Comments

Discussion occurred regarding the support of the Board for the County to build Job Descriptions for the Elected Official positions.

The Board pointed out that when the employees are on a scale and the Elected Officials are not, they tend to fall behind the employees who are receiving potentially 2 increases a year in comparison to their 1.

Ms. Cain clarified that last year the Sheriff received a COLA plus another 5% increase due to the next highest paid employee receiving a step increase. Ms. Grogan confirmed stating that his wage has been artificially inflated for the last couple of years.

Ms. Radie mentioned that the Sheriff received a \$7,000 bump last year due to the retired employee's tenure.

Ms. Grogan advised that the next highest paid employee in the Sheriff's office is substantially lower than what the Sheriff is receiving right now.

The Board all felt that the Sheriff's wage should remain the same.

Ms. Martin noted that she was hesitant to give the Treasurer a COLA as the current incumbent has no experience. This was agreed throughout the Board.

Chair Hendricks also said she would agree with no COLA for the Sheriff. The Board concurred.

Succession planning for Elected Officials were discussed. Mr. Green stated that there is a succession plan for each position.

#### Adjustments

*Ms. Currin moved to recommend to the Commission to instruct Human Resources to build job descriptions together with the Elected Officials and to potentially do a salary survey and put the positions into the scale. Ms. Martin Seconded. Unanimous approval.*

*Ms. Currin moved to recommend a 3% COLA for all Elected Officials except the Treasurer and Sheriff. Ms. Cain seconded. Unanimous approval.*

Adjourned: 11:05 a.m.

*Minutes approved by Compensation Board on 00/00/0000*

## Cost of Living Adjustment COLA History

Prepared 01-2021 LG

	General	Road	SO	Non Union	Elected
FY 21/22			2.50%		
FY 20/21	3%	3%	2.50%	2.50%	2.50%
FY 19/20	3%	3%	3%	3%	3%
FY 18/19	3%	3%	3%	3%	3%
FY 17/18	3%	3%	3%	3%	3%
FY 16/17	3%	3%	2.50%	3%	3%
FY 15/16	3%	3%	2.50%	3%	3%
FY 14/15	3%	3%	2.25%	3%	3%

## Consumer Price Index CPI

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

12-Month Percent Change

	Year	Annual	
Area:	West - Size Class A	2010	1.50%
Item:	All items	2011	3.10%
Base Period:	1982-84=100	2012	2.20%
Years:	2010 to 2020	2013	1.50%
		2014	1.80%
		2015	0.90%
		2016	1.90%
		2017	3%
		2018	3.90%
		2019	2.80%
		2020	1.80%

Elected Officials - COLA 2%

	2017	2018	2019	2020	2021	2022
FTE	8	8	8	8	8	8
COLA	3%	3%	3%	2.50%	2.00%	2.00%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	38,400	39,300	40,600	42,100	43,800	43,800
<b>Wages</b>	511,286	559,708	574,817	598,461	610,430	622,639
<b>Health Insurance - County Share 92.5%</b>	121,392	130,405	126,878	137,360	148,349	160,217
<b>Retirement - County Contribution</b>	126,799	138,808	142,555	148,418	151,387	154,414
LifeFlight	400	400	400	400	400	400
Other: Disab., Life, Work Comp			5,648	5,648	5,671	5,671
Taxes						
FICA	31,700	34,702	35,639	37,105	37,847	38,604
MEDICARE	7,414	8,116	8,335	8,678	8,851	9,028
SUTA			-	-	-	-
<b>Total</b>	798,991	872,138	894,271	936,070	962,935	990,973
<b>2% Cost per FTE</b>	99,874	109,017	111,784	117,009	120,367	123,872

**Total** estimated impact of 2% increase in 6 years

191,982

**Per FTE** estimated impact of 2% increase in 6 years

23,998



Elected Officials - COLA 2.5%

	2017	2018	2019	2020	2021	2022
FTE	8	8	8	8	8	8
COLA	3%	3%	3%	2.50%	2.50%	2.50%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	38,400	39,300	40,600	42,100	43,800	43,800
<b>Wages</b>	511,286	559,708	574,817	598,461	613,423	628,758
<b>Health Insurance - County Share 92.5%</b>	121,392	130,405	126,878	137,360	148,349	160,217
<b>Retirement - County Contribution</b>	126,799	138,808	142,555	148,418	152,129	155,932
LifeFlight	400	400	400	400	400	400
Other: Disab., Life, Work Comp			5,648	5,648	5,671	5,671
Taxes						
FICA	31,700	34,702	35,639	37,105	38,032	38,983
MEDICARE	7,414	8,116	8,335	8,678	8,895	9,117
SUTA			-	-	-	-
<b>Total</b>	798,991	872,138	894,271	936,070	966,898	999,078
<b>2.5% Cost per FTE</b>	99,874	109,017	111,784	117,009	120,862	124,885

**Total** estimated impact of 2.5% increase in 6 years

200,087

**Per FTE** estimated impact of 2.5% increase in 6 years

25,011

Non-represented - COLA 3%

	2017	2018	2019	2020	2021	2022
FTE	22	25	25	27	27	27
COLA	3%	3%	3%	2.5%	3%	3%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	38,400	39,300	40,600	42,100	43,800	43,800
<b>Wages</b>	1,698,823	1,912,788	1,998,086	2,181,461	2,246,905	2,314,312
<b>Health Insurance - County Share 92.5%</b>	417,183	482,301	458,365	517,542	558,945	603,661
<b>Retirement - County Contribution</b>	421,308	474,371	495,525	541,002	557,232	573,949
LifeFlight	1,100	1,250	1,250	1,350	1,350	1,350
Taxes						
FICA - 6.2%	105,327	118,593	123,881	135,251	139,308	143,487
MEDICARE - 1.45%	24,633	27,735	28,972	31,631	32,580	33,558
SUTA - 2.10%	14,515	11,201	15,624	15,080	15,532	15,998
<i>(SUTA - Taxable Base \$42,100)</i>						
<b>Total</b>	2,682,890	3,028,240	3,121,704	3,423,317	3,551,853	3,686,316
<b>3% Cost per FTE</b>	121,950	121,130	124,868	126,790	131,550	136,530

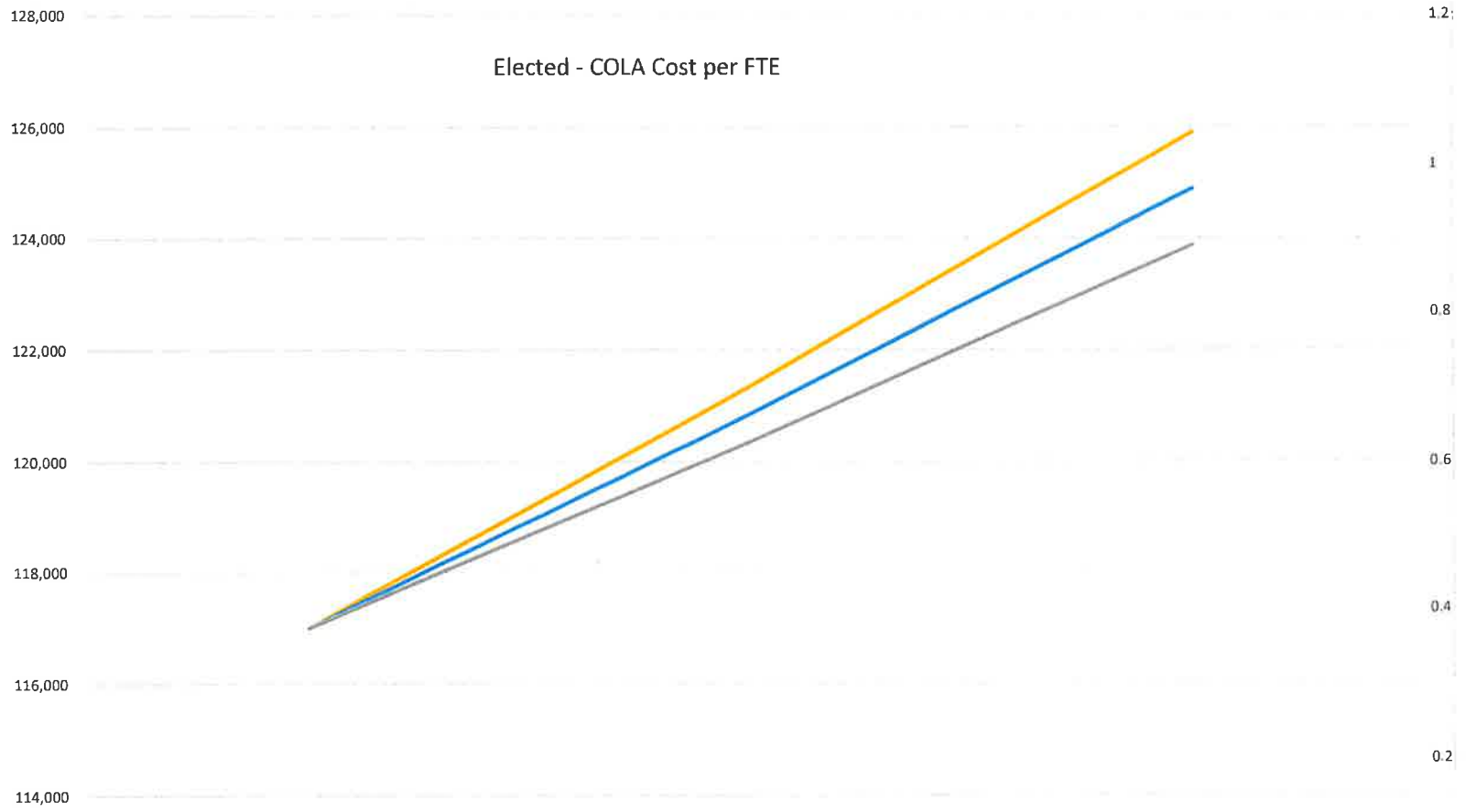
**Total** estimated impact of 3% increase in 6 years

1,003,425

**Per FTE** estimated impact of 3% increase in 6 years

14,581

Elected - COLA Cost per FTE



	2020	2021	2022
3% Cost per FTE	117,009	121,358	125,903
2.5% Cost per FTE	117,009	120,862	124,885
2% Cost per FTE	117,009	120,367	123,872

Elected Officials - COLA Variances

	2020-2021			2021-2022			2022-2023		
				2%	2.50%	3%	2%	2.50%	3%
FTE	8	8	8	8	8	8	8	8	8
Wages	598,461	598,461	598,461	610,430	613,423	616,415	622,639	628,758	634,907
Health Insurance - County Share 92.5%	137,360	137,360	137,360	148,349	148,349	148,349	160,217	160,217	160,217
Retirement - County Contribution	148,418	148,418	148,418	151,387	152,129	152,871	154,414	155,932	157,457
LifeFlight	400	400	400	400	400	400	400	400	400
Other: Disab., Life, Work Comp	5,648	5,648	5,648	5,671	5,671	5,671	5,671	5,671	5,671
Taxes									
FICA	37,105	37,105	37,105	37,847	38,032	38,218	38,604	38,983	39,364
MEDICARE	8,678	8,678	8,678	8,851	8,895	8,938	9,028	9,117	9,206
SUTA									
<b>Total</b>	936,070	936,070	936,070	962,935	966,898	970,864	990,973	999,078	1,007,223
<b>Per FTE</b>	117,009	117,009	117,009	120,367	120,862	121,358	123,872	124,885	125,903
<b>Total Annual Variance</b>		(0)	(0)		3,963	7,929		8,105	16,250
<b>Per FTE Annual Vairance</b>		(0)	(0)		495	991		1,013	2,031

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

54,904	63,009	71,153
6,863	7,876	8,894

Non-represented - COLA 2%

	2017	2018	2019	2020	2021	2022
FTE	22	25	25	27	27	27
COLA	3.0%	3.0%	3.0%	2.5%	2.0%	2.0%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	38,400	39,300	40,600	42,100	43,800	43,800
<b>Wages</b>	1,698,823	1,912,788	1,998,086	2,181,461	2,225,090	2,269,592
<b>Health Insurance - County Share 92.5%</b>	417,183	482,301	458,365	517,542	558,945	603,661
<b>Retirement - County Contribution</b>	421,308	474,371	495,525	541,002	551,822	562,859
LifeFlight	1,100	1,250	1250	1350	1350	1350
Taxes						
FICA - 6.2%	105,327	118,593	123,881	135,251	137,956	140,715
MEDICARE - 1.45%	24,633	27,735	28,972	31,631	32,264	32,909
SUTA - 2.10%	14,515	11,201	15,624	15,080	15,382	15,689
(SUTA - Taxable Base \$42,100)						
<b>Total</b>	2,682,890	3,028,240	3,121,704	3,423,317	3,522,809	3,626,775
<b>2% Cost per FTE</b>	121,950	121,130	124,868	126,790	130,474	134,325

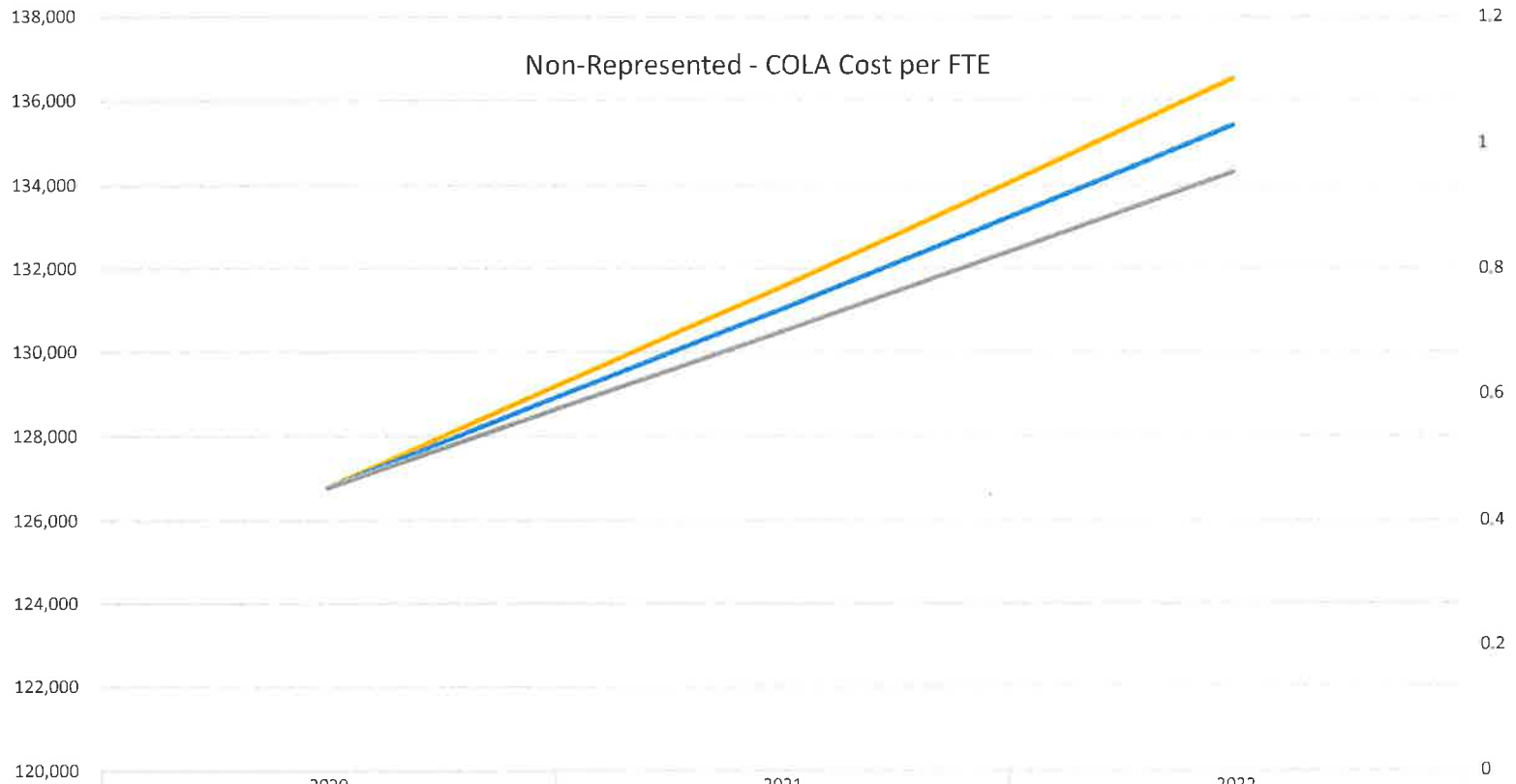
Non-represented - COLA 2.5%

	2017	2018	2019	2020	2021	2022
FTE	22	25	25	27	27	27
COLA	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	38,400	39,300	40,600	42,100	43,800	43,800
<b>Wages</b>	1,698,823	1,912,788	1,998,086	2,181,461	2,235,998	2,291,897
<b>Health Insurance - County Share 92.5%</b>	417,183	482,301	458,365	517,542	558,945	603,661
<b>Retirement - County Contribution</b>	421,308	474,371	495,525	541,002	554,527	568,391
LifeFlight	1,100	1,250	1250	1350	1350	1350
Taxes						
FICA - 6.2%	105,327	118,593	123,881	135,251	138,632	142,098
MEDICARE - 1.45%	24,633	27,735	28,972	31,631	32,422	33,233
SUTA - 2.10%	14,515	11,201	15,624	15,080	15,457	15,843
<i>(SUTA - Taxable Base \$42,100)</i>						
<b>Total</b>	2,682,890	3,028,240	3,121,704	3,423,317	3,537,331	3,656,473
<b>2.5% Cost per FTE</b>	121,950	121,130	124,868	126,790	131,012	135,425

Non-represented - COLA 3%

	2017	2018	2019	2020	2021	2022
FTE	22	25	25	27	27	27
COLA	3%	3%	3%	2.5%	3%	3%
RETIREMENT	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
TAXES						
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	38,400	39,300	40,600	42,100	43,800	43,800
<b>Wages</b>	1,698,823	1,912,788	1,998,086	2,181,461	2,246,905	2,314,312
<b>Health Insurance - County Share 92.5%</b>	417,183	482,301	458,365	517,542	558,945	603,661
<b>Retirement - County Contribution</b>	421,308	474,371	495,525	541,002	557,232	573,949
LifeFlight	1,100	1,250	1250	1350	1,350	1,350
Taxes						
FICA - 6.2%	105,327	118,593	123,881	135,251	139,308	143,487
MEDICARE - 1.45%	24,633	27,735	28,972	31,631	32,580	33,558
SUTA - 2.10%	14,515	11,201	15,624	15,080	15,532	15,998
<i>(SUTA - Taxable Base \$42,100)</i>						
<b>Total</b>	2,682,890	3,028,240	3,121,704	3,423,317	3,551,853	3,686,316
<b>3% Cost per FTE</b>	121,950	121,130	124,868	126,790	131,550	136,530

### Non-Represented - COLA Cost per FTE



	2020	2021	2022
3% Cost per FTE	126,790	131,550	136,530
2.5% Cost per FTE	126,790	131,012	135,425
2% Cost per FTE	126,790	130,474	134,325



Non-represented - COLA Variances

	2020-2021			2021-2022			2022-2023		
				2%	2.50%	3%	2%	2.50%	3%
FTE	27	27	27	27	27	27	27	27	27
Wages	2,181,461	2,181,461	2,181,461	2,225,090	2,235,998	2,246,905	2,269,592	2,291,897	2,314,312
Health Insurance - County Share 92.5%	517,542	517,542	517,542	558,945	558,945	558,945	603,661	603,661	603,661
Retirement - County Contribution	541,002	541,002	541,002	551,822	554,527	557,232	562,859	568,391	573,949
LifeFlight	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350
Taxes									
FICA - 6.2%	135,251	135,251	135,251	137,956	138,632	139,308	140,715	142,098	143,487
MEDICARE - 1.45%	31,631	31,631	31,631	32,264	32,422	32,580	32,909	33,233	33,558
SUTA - 2.10%	15,080	15,080	15,080	15,382	15,457	15,532	15,689	15,843	15,998
(SUTA - Taxable Base \$42,100)									
<b>Total</b>	<b>3,423,317</b>	<b>3,423,317</b>	<b>3,423,317</b>	<b>3,522,809</b>	<b>3,537,331</b>	<b>3,551,853</b>	<b>3,626,775</b>	<b>3,656,473</b>	<b>3,686,316</b>
<b>Per FTE</b>	<b>126,790</b>	<b>126,790</b>	<b>126,790</b>	<b>130,474</b>	<b>131,012</b>	<b>131,550</b>	<b>134,325</b>	<b>135,425</b>	<b>136,530</b>

**Total Annual Variance**  
**Per FTE Annual Vairance**

-	-
-	-

14,522	29,044
538	1,076

29,698	59,541
1,100	2,205

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

203,458	233,156	262,998
7,535	8,635	9,741



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

(For BOC Use)  
 Item #  
 6d

**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  
 Department: Public Works - Airport  
 Short Title of Agenda Item: (No acronyms please)

Phone Number (Ext): 541-989-9500  
 Requested Agenda Date: 03/03/2021

**Rate increase Airport Hangers**

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

- |   |   |
|---|---|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                   |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee    |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible        |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time:   | Estimated Time: <b>15 Min.</b>                          |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                          |

N/A

Purchase Pre-Authorizations, Contracts & Agreements


Contractor/Entity:  
 Contractor/Entity Address:  
 Effective Dates – From:

Through:  
 Budget Line: **Revenue 205.250.3.30.4363**

Total Contract Amount: **20,329.68 2021/2022 year**

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

Reviewed By:

    2/24/2021    Department Director  
DATE

\_\_\_\_\_  
DATE    Administrator

\_\_\_\_\_  
DATE    County Counsel

\_\_\_\_\_  
DATE    Finance Office

\_\_\_\_\_  
DATE    Human Resources

Required for all BOC meetings

Required for all BOC meetings

\*Required for all legal documents

\*Required for all contracts; other items as appropriate.

\*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)**

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

2003 the Lexington Airport was impacted with a tornado type wind and destroyed the open bay hanger system that the airport had. Insurance funded a seven-unit airplane unit which includes concrete floor, electricity and prime scissor lift door. The six units had rented/leased for \$120.00 a month and the large end unit rented for \$220.00 a month since 2003. With the hopes of development and improved maintenance it is apparent the rate needs to increase.

Finance and Public works had worked together to get a cost analysis and contacting several other airports for their rates, A rate was taken to the Airport Advisory committee and members had run their analysis. Taking all these amounts and using the average an amount was agreed upon, using a square footage cost was the most agreeable with the Committee members, using the .155142 SF for the 2021/2022-year, effective March 1, 2021.

Public Works is working with County Council to get a good agreement/lease that will be favorable for the County and that will be presented once complete.

You will find attached the breakdown of the size of each hanger and the revenue that will be brought in.

**2. FISCAL IMPACT:**

Revenue 205.250.3.30.4363

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

Motion to accept the rate for the Lexington Airport Hangers at a rate of .155142 Square Footage effective March 2021.

Attach additional background documentation as needed.

On Thursday February 18th at a scheduled Airport Advisory meeting the motion was made and passed to: Increase rental rates of hangers effective March 3rd, 2021 to \$175.00 per month for the standard hangers (1128 square feet) and apply that square foot cost to all other hangers. Effective February 2022 the rate will increase to \$200.00 for the standard hangers and the square footage rate will be adjusted to all other hangers. This motion passed 5/1 and is recommended to the Board of Commissioners for approval pending any wording in the hanger rental contracts that don't allow the increase effective immediately. Rates are listed below for reference:

Hanger type	Square feet	Due date	Current rates	3-Mar-21 .155142 SF	Feb-22 .177305 SF
		Expires			
Large Hanger # 1	3560	21-Nov	\$ 400.00	\$ 552.30	\$ 631.20
Standard Hanger # 2	1128	Sep-21	\$ 120.00	\$ 175.00	\$ 200.00
Standard Hanger # 3	1128	Mar-21	\$ 120.00	\$ 175.00	\$ 200.00
Standard Hanger # 6	1128	Dec-21	\$ 120.00	\$ 175.00	\$ 200.00
Standard Hanger # 7	1128	Feb-21	\$ 120.00	\$ 175.00	\$ 200.00
Medium T Hanger # 4	1529	Dec-21	\$ 120.00	\$ 237.21	\$ 271.10
Medium L Hanger # 5	1319	Jan-22	\$ 120.00	\$ 204.63	\$ 233.86
	Monthly		\$ 1,120.00	\$ 1,694.14	\$ 1,936.16
	Yearly		\$ 11,280.00	\$ 20,329.68	\$ 23,233.92



# PUBLIC WORKS DEPARTMENT

*Airport General Maintenance Road Department Parks Waste Management*

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

Matt Scrivner  
Director

Eric Imes  
Asst. Road Master

Sandi Pointer  
Management Asst.

Kirsti Cason  
Administrative Asst.

## Airport Advisory Committee Meeting

02/18/2021

Morrow Co. Lexington Conference room, 3:30 pm

**Present via ZOOM and Committee Members:** John Boyer, Barbara VanArsdale, Wayne Seitz, Ragna TenEyck, Tom Wolff, Lori Roach, Bill Jepson

**Present via ZOOM non-committee member:** Andrew Kilgore, Don Russell

**Present in the building:** Sandi Pointer and Matt Scrivner.

- Welcome, Introductions, Committee review of the advisory committee members,
- Minutes Review from the 01/12/2021, *Regna TenEyck motions to approve the minutes, Wayne Seitz seconds the motion and they pass unanimously.*
- Seal coat update - Matt gives a project update and Morrow County Lexington Airport had received the Oregon Department COAR grant, County will need to come up with \$8,406 and this will be presented to the budget committee as a budgetary ask. Boyer would like to have notice and conversation updated when everything starts and progresses, Including Andrew Kilgore are interested in operations during this project.
- Hanger Cost analysis review and discussion- focusing on just small hanger for comparison, Mr. Scrivner explains, sending out a request to conduct a hanger analysis to all Airport Advisory committee members. Six results came back with what those members felt was a fair charge for our scissor electric door hangers. Taking the average from their analysis. Looking for recommendation to be taken to the Board of commissioners on what should be charged for hangers at the Lexington Airport. Review and discussion Continued. *Wayne Seitz motions, the Advisory committee makes the recommendation to have a rate increase to the .155142 a square foot effective March 1 2021, depending on the wording of the agreement, in a year using the square footage cost of .177305 fee February 1, 2022 unless contract states something different, John Boyer seconds the motion and the motion passes 5*

*to 1 to move to the Board of Commissioners on March 3, 2021 at their normal commissioners meeting.*

- Open Agenda Items, subjects not on the agenda. None at this time
- Next meeting date, *tentatively plan for April 15, 2021 @ 3:30.*

Meeting adjourned 4:19 pm

*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 Sandi Pointer, 541-989-8166.*

*This is a public meeting. This agenda includes a list of the principal subjects anticipated to be considered at the meeting, but additional subjects may be considered as well. If you have any questions about items listed on the agenda, please contact Sandi Pointer, 541-989-8166.*

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

IN THE MATTER OF ADOPTING )  
A FEE SCHEDULE FOR MORROW ) Order No. OR-2021-7  
COUNTY: TABLE K )

**THIS MATTER HAVING COME BEFORE THE BOARD OF COMMISSIONERS** at its regularly scheduled meeting on March 3, 2021, the Board finds the County may assess fees for actual costs incurred by the County to the public (County Ordinance MC-C-1-83 and under Oregon Revised Statutes) and issues the following Order approving the following attached fee schedule:

- Table K: Public Works – Airport Fee Schedule

Also including other fees as may be assessed under the Oregon Revised Statues (ORS).

**NOW, THEREFORE, IT IS ORDERED** that the Fee Schedule will become effective March 3, 2021.

DATED this 3<sup>rd</sup> day of March 2021.

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

\_\_\_\_\_  
Don Russell, Chair

\_\_\_\_\_  
Jim Doherty, Commissioner

\_\_\_\_\_  
Melissa Lindsay, Commissioner

Approved as to Form:

\_\_\_\_\_  
Morrow County Counsel

**Table K**  
**Morrow County Public Works**  
**Airport Fee Schedule**

**Airport Hangar Rent**

Hangar type	Square feet	Per Month
		\$.155142 SF cost
Large Hangar # 1	3560	\$552.30
Standard Hangar # 2	1128	\$175.00
Standard Hangar # 3	1128	\$175.00
Standard Hangar # 6	1128	\$175.00
Standard Hangar # 7	1128	\$175.00
Medium T Hangar # 4	1529	\$237.21
Medium L Hangar # 5	1319	\$204.63

Through the fence ingress/egress per operator	\$75.00 a month
Secured Vehicle Parking	\$10.00 a month with agreement
Aviation Fuel	\$0.65 Profit Margin markup on current price
Utility lease with new Ag site	\$175.00 a month with agreement



## MORROW COUNTY LEXINGTON AIRPORT - Hangar Lease

Morrow County entered into this agreement the undersigned Tenant as follows

1. **Premises.** County leases to Tenant and Tenant takes the space described as Hangar 101, 3,560 Square Ft. shown on the attached diagram) on the terms set forth in this Lease.
2. **Term.** a term beginning March 01/2021 and ending March 2022 at and for a rental fee per month during said term, payable in advance in Lawful money of the United States to the order of the first party at the following address: Morrow County Public Works. P0 Box 428 Lexington Oregon 97839. Tenant may terminate lease of the hangar at any time during the term of this lease with two weeks prior written notice to Morrow County Public Works.
3. **Proceeds from rent.** The proceeds derived from this lease will be utilized in the airport maintenance fund.
4. **Rent.** Rent is \$.155142/SF per month, in advance, due on or before the first day of each month. The Tenant shall be in default of the lease failing to pay rent ten days after the monthly due date.
5. **Rent Adjustment.** County reserves the right to adjust the Rent by providing Lessee notice of the adjusted Rent which shall become effective the 1<sup>st</sup> day of the month following the notice.
6. **Insurance.** Tenant shall carry liability insurance with limits of \$500,000.00 in aggregate and agrees to adjust the amounts and coverages to meet standards set up in Airport Rules and Regulations and State and Federal Rules, present and future, and to include County as a named insured. (Not less than maximum set in Oregon Tort Claims statute. ORS 302).
7. **Indemnification.** Tenant shall indemnify and defend the County, its officers, agents and employees from any claims, demands, loss or liability arising out of or relate to any activity of the Tenant on the Premises, including the use of the airport and its facilities.
8. **Alterations.** Tenant will make no alterations in or additions to the premises, including painting, without first obtaining the written consent of the County.
9. **Conformance with Law. Tenant.** will not use or permit in the premises anything that would violate any County, city, state or federal law, code, ordinance or administrative rule.
10. **Taxes. Assessment and License.** If by reason of this lease the real property or hangar occupied by Tenant becomes taxable under the laws of the State of Oregon, the obligation to pay the same shall be added to the monthly rental obligation of Tenant and paid each month. The amount is to be included in a written notice given Tenant. By reason of Oregon Revised Statutes, the premises are, at present, exempt from property taxation.
11. **Use of Premises.** Tenant agrees that the premises shall be used for the storage of aircraft. Other items of personal property may not be stored and does otherwise violate this agreement. Tenant further agrees not to store any flammable or explosive liquids or solids within the premises. For the purpose of this agreement, "flammable or explosive liquids or solids" shall not apply to fuel or other flammable items contained within the tanks or normal portions of any airplane or automobile placed in said hangar. However, fueling of aircraft while in the hangar is strictly prohibited.
12. **Assignments or Sublease.** This may not be done.
13. **Right of Entry.** The County or County agents may use a passkey to enable them to examine the premises with reference to any emergency or to the general maintenance of premises. The County shall log any such entry at the airport manager's office during normal working hours.
14. **Ground Maintenance.** The Tenant shall maintain the grounds and premises in and around the rental area in a reasonably neat, clean and orderly condition.
15. **Rules and Regulations.** The Tenant agrees to abide by the Airport Rules and Regulations as they now exist or may hereafter be amended by the County
16. **Corrective Action by County.** In the event of damage by Tenant other than wear and tear, the County may make repairs or take any corrective action necessary for the protection of the property and operation of the lease. County shall first give Tenant 10 days' written notice and demand for correction except in case of emergency when no notice will be required. Tenant shall pay County for all costs and expenses incurred in curing the defaults or repairs upon presentation of a bill there for as additional rent.

17. Landlord's lien. When the Tenant's rent is in default, the County has a lien on all personal property owned by the Tenant or occupant legally responsible for rent, brought upon the Premises, to secure the payment of rent under this lease. The County may retain the personal property until the amount of rent in default is paid.

18. Termination. In the event of a default the lease may be terminated at the option of the County by written notice to Tenant. Whether or not the lease is terminated by the election of the County or otherwise, the County shall be entitled to recover damages from Tenant for the default, and the County may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

19. Holdover. If Tenant does not vacate the Premises at the time required, the county shall treat Tenant as a tenant from month to month, subject to all of the provisions of this lease at a rental rate equal to 150 percent of the rent last paid by Tenant during the original term.

20. Attorney Fees. In any action, arbitration, or suit (including any appeal there from) involving this lease agreement and the rights and obligations of the parties hereto, the prevailing party shall be entitled to receive reasonable attorney's fees and costs incurred in such arbitration or litigation, including attorney's fees on appeal, from the non-prevailing party.

21. Notice. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail to the address given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

22. Destruction of Premises. If the Premises are destroyed or damaged such that the cost of repair exceeds 10% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by the Tenant and attributable to the anticipated term. If neither party elects to terminate nor the amount of damage or destruction does not exceed 10%, the County shall proceed to restore the Premises to substantially the same form as before the damage or destruction. Work shall proceed as soon as reasonably possible after the 45 day election period and shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond the County's reasonable control.

IN WITNESS WHEREOF the parties affixed their signatures:

TENANT

BY: \_\_\_\_\_

And

BY: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
\_\_\_\_\_

Date

\_\_\_\_\_

Mailing Address and Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

(For BOC Use)
Item #
6e

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

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

Phone Number (Ext): 5302
Requested Agenda Date: 3/3/2022

Budget Resolution R-2021-5: Renaming the Heppner Administration
Building Fund to Capital Improvement Project Fund

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:

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

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Please refer to the attached Resolution R-2021-5 renaming the Heppner Administration Building Fund to the Capital Improvement Project Fund.

## **2. FISCAL IMPACT:**

No fiscal impact.

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

Motion to approve Resolution R-2021-5 as written.

Attach additional background documentation as needed.

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

IN THE MATTER OF RENAMING            )       Resolution No: R-2021-5  
THE HEPPNER ADMINISTRATION        )  
BUILDING FUND                            )

**WHEREAS**, Oregon Budget Law allows a local government’s governing body to establish a reserve fund by ordinance or resolution (ORS 294.346) to hold moneys to be accumulated and expended for the purposes specified in ORS 280.050 (providing funds for financing cost of services, projects, property and equipment).

**WHEREAS**, It is necessary to rename the Heppner Administration Building Fund to the Capital Improvement Project Fund established to hold moneys designated for capital expenditures and/or loan payments for capital projects as outlined by the Board of Commissioners.

**WHEREAS**, For these reasons, the Capital Improvement Project Fund will be established; renaming the current Heppner Administration Building Fund. An intra-fund transfer will be made to unify the North End Facility Credit Bond proceeds, currently in the General Fund, to the Capital Improvement Project Fund where budgetary appropriations are going to be created.

**WHEREAS**, Oregon Local Budget Law (ORS 294.346) and the Local Budgeting Manual written by the Department of Revenue define budgetary funds, including the fund types used for budgeting and accounting available for use by local governments.

NOW, THEREFORE, BE IT RESOLVED THE MORROW COUNTY BOARD OF COMMISSIONERS, as follows:

1. The renaming of the Heppner Administration Building Fund to the Capital Improvement Project Fund is authorized.

This resolution will take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

///

///

///

Dated this 3<sup>rd</sup> day of March 2021.

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

---

Don Russell, Chair

---

Jim Doherty, Commissioner

---

Melissa Lindsay, Commissioner

Approved as to Form:

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Morrow County Counsel

7a



## Administration

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

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

**TO:** Board of Commissioners  
**FROM:** Darrell Green, County Administrator  
**DATE:** March 1, 2021  
**RE:** Administrator Monthly Report for February 2021

Below are the highlights for the month of February.

1. North County Government Building update:
  - a) The foundation for the building was poured. A slight delay due to weather.
  - b) We awarded the RFP for loan services to Commerce Bank on February 4<sup>th</sup> and the loan/bond was funded on February 26<sup>th</sup>.
2. The Morrow County Government Command Center Team meets weekly to discuss what action(s) the county should take in the event COVID-19 levels off/subsides or if it gets worse. The focus continues to be on vaccine and testing. Our South County testing event was cancelled due to weather. Our number of positive cases dropped in the month of February allowing us to move down to Moderate Risk level.
3. I have continued to participate on multiple weekly conference and Zoom calls with OHA and local public health entities to stay current on information on COVID 19.
4. The Leadership TEAM met to discuss our past work on Morrow County Values. We narrowed our County Values down to three; Communication, Teamwork and Professionalism.
5. Other projects or activities;
  - a) Courthouse Space Analysis
  - b) Sheriff Station 2
  - c) 2021-22 Budgets

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green", written over a horizontal line.

Darrell J Green



## Morrow County Sheriff's Office - Monthly Stats 2021

Incident	Jan	Feb	Mar	April	May	June
Alarms	4	9				
Animal Complaint	23	13				
Agency Assist	34	13				
Assaults	2	1				
Burglary	5	5				
CHL	32	10				
Citizen Assist	23	17				
Civil Service	38	71				
County Code Calls	17	19				
Heppner area	0	2				
Irrigon area	9	9				
Bdmn area	8	8				
lone/Lex area	0	0				
Death Investigation	0	3				
Disturbance	6	12				
Dog	51	53				
Driving Complaints	64	57				
Drunk/Impaired Driver	1	4				
EMS	8	16				
Hit & Run	5	1				
Juvenile Complaints	23	22				
Motor Vehicle Crashes	7	9				
RV Code	0	0				
Suicidal	1	3				
Suspicious Activity	36	22				
Theft	6	6				
Trespass	5	4				
Traffic Stops - Cite	36	44				
<b>Total Traffic Stops</b>	<b>146</b>	<b>176</b>				
UUMV-Stolen vehicle	4	1				
Welfare Check	12	6				
<b>Totals</b>	<b>589</b>	<b>597</b>				
Other Misc. Incidents	586	568				
<b>Total # of Incidents</b>	<b>1175</b>	<b>1165</b>				
Felony Arrests	16	13				
<b>Total # of Arrests</b>	<b>43</b>	<b>27</b>				





## Morrow County Sheriff's Office - Monthly Stats 2020

Incident	Jan	Feb	Mar	April	May	June
Alarms	8	8	6	3	8	12
Animal Complaint	14	23	13	29	31	20
Agency Assist	17	10	10	20	1	24
Assaults	4	1	5	1	13	5
Burglary	4	8	0	2	2	4
CHL	29	11	17	13	18	4
Citizen Assist	18	16	10	17	18	19
Civil Service	69	54	56	16	28	52
County Code Calls	44	34	31	23	16	11
Heppner area	3	1	2	0	2	1
Irrigon area	23	27	15	9	8	4
Bdmn area	17	5	16	13	6	6
lone/Lex area	0	1	1	1	0	0
Death Investigation	1	0	1	0	1	0
Disturbance	9	10	23	16	12	17
Dog	52	50	52	39	64	49
Driving Complaints	102	124	150	95	82	101
Drunk/Impaired Driver	4	1	4	3	1	1
EMS	15	14	16	12	19	23
Hit & Run	4	3	4	2	2	0
Juvenile Complaints	12	30	17	4	21	11
Motor Vehicle Crashes	24	7	7	4	4	6
RV Code	0	0	0	0	0	0
Suicidal	6	6	1	4	4	5
Suspicious Activity	49	33	25	38	42	41
Theft	15	10	11	7	15	13
Trespass	13	10	6	17	9	7
Traffic Stops - Cite	63	49	64	41	112	90
<b>Total Traffic Stops</b>	<b>201</b>	<b>197</b>	<b>228</b>	<b>105</b>	<b>240</b>	<b>212</b>
UUMV-Stolen vehicle	1	0	1	2	2	3
Welfare Check	12	12	14	11	14	12
<b>Totals</b>	<b>790</b>	<b>721</b>	<b>772</b>	<b>483</b>	<b>779</b>	<b>742</b>
Other Misc. Incidents	594	622	624	729	739	821
<b>Total # of Incidents</b>	<b>1384</b>	<b>1343</b>	<b>1396</b>	<b>1212</b>	<b>1518</b>	<b>1563</b>
Felony Arrests	25	19	12	7	12	11
<b>Total # of Arrests</b>	<b>50</b>	<b>36</b>	<b>30</b>	<b>24</b>	<b>28</b>	<b>29</b>



## Morrow County Sheriff's Office - Monthly Stats 2020

Incident	July	August	Sept	October	Nov	Dec
Alarms	9	6	8	5	9	
Animal Complaint	39	25	37	37	26	
Agency Assist	21	20	22	19	14	
Assaults	8	0	9	2	3	
Burglary	3	0	2	3	4	
CHL	35	30	39	44	34	
Citizen Assist	20	15	14	11	12	
Civil Service	43	68	95	102	70	
County Code Calls	24	30	33	35	14	
Heppner area	0	0	1	0	0	
Irrigon area	11	8	21	15	8	
Bdmn area	11	22	10	20	17	
lone/Lex area	2	0	1	0	0	
Death Investigation	0	1	0	5	2	
Disturbance	13	15	16	8	9	
Dog	78	82	65	62	49	
Driving Complaints	102	93	86	153	81	
Drunk/Impaired Driver	4	1	8	2	2	
EMS	13	22	9	20	8	
Hit & Run	4	4	2	3	0	
Juvenile Complaints	9	6	29	27	17	
Motor Vehicle Crashes	6	1	4	7	14	
RV Code	1	1	0	0	0	
Suicidal	6	4	2	1	2	
Suspicious Activity	41	38	43	37	37	
Theft	15	15	11	15	11	
Trespass	9	14	7	6	9	
Traffic Stops - Cite	75	73	42	72	46	
<b>Total Traffic Stops</b>	<b>219</b>	<b>150</b>	<b>150</b>	<b>212</b>	<b>196</b>	
UUMV-Stolen vehicle	3	1	5	0	3	
Welfare Check	17	17	17	18	13	
<b>Totals</b>	<b>817</b>	<b>805</b>	<b>755</b>	<b>906</b>	<b>710</b>	
<b>Other Misc. Incidents</b>	<b>881</b>	<b>637</b>	<b>936</b>	<b>588</b>	<b>501</b>	
<b>Total # of Incidents</b>	<b>1698</b>	<b>1442</b>	<b>1691</b>	<b>1494</b>	<b>1211</b>	
Felony Arrests	16	15	20	11	14	
<b>Total # of Arrests</b>	<b>37</b>	<b>33</b>	<b>43</b>	<b>32</b>	<b>28</b>	



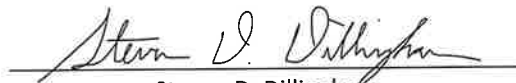
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**Morrow County Board of Commissioners**

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census.



Steven D. Dillingham  
Director U.S. Census Bureau

