

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, April 7, 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. Minutes: Feb. 3<sup>rd</sup>, 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup> Business & Regular Meetings, March 3<sup>rd</sup>
    - c. Application for Tax Refund
    - d. Applications to Build in the County Right-of-Way, Windwave Communications
  - 5. Legislative Updates**
  - 6. Business Items**
    - a. Community Counseling Solutions Quarterly Report (Kimberly Lindsay, Executive Director)
    - b. Road Use Agreement, Wheatridge Solar Project (Justin Nelson, County Counsel)
    - c. Award Bid & Contract, Kilkenny Corner Reconstruction Project (Matt Scrivner, Public Works Director)
    - d. Award Bid, Video Surveillance System for The Loop Vehicle Fleet (Katie Imes, Coordinator, The Loop)
    - e. Appointment Request to the Statewide Transportation Improvement Fund Advisory Committee (Katie Imes)
    - f. 2021 Employee Handbook & Policies (Lindsay Grogan, Human Resources)
    - g. First Reading, Ordinance No. ORD-2021-2 Adopt New Goal 10 Housing Chapter of Comprehensive Plan (Tamra Mabbott, Planning Director)
    - h. First Reading, Ordinance No. ORD-2021-3 Adopt New Rural Residential 10-Acre Zone (Tamra Mabbott)
    - i. Blue Mountain Community College April 21<sup>st</sup> Meeting Topics
    - j. Emergency Operations Center Update
    - k. Building Project Updates
  - 7. Department Reports**
    - a. Administrator's Monthly Report (Darrell Green)
    - b. Sheriff's Office Monthly Report (Lt. Melissa Ross)
    - c. Fair Office Quarterly Report (Ann Jones)
    - d. District Attorney's Office Quarterly Report (Justin Nelson)
  - 8. Correspondence**
  - 9. Commissioner Reports**
  - 10. Executive Session:** Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed
  - 11. Signing of documents**
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## 12. 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.

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

**Board of Commissioners Meeting Minutes  
February 3, 2021  
Bartholomew Building Upper Conference Room  
Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Deanne Irving, Roberta Lutcher, Justin Nelson

**Present Via Zoom**

Staff: Kirsti Cason, Glen Diehl, Ronda Fox, Mike Gorman, Lindsay Grogan, Matt Kenny, Kate Knop, Jaylene Papineau, Matt Scrivner, Linda Skendzel, Richard Tovey; Non-Staff: Torrie Griggs, Lori Roach, Greg Sweek, David Sykes

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

**City & Citizen Comments:** None

**Open Agenda:** Commissioner Lindsay requested to add a resolution recognizing the late Steve Myren, former Undersheriff for Morrow County.

**Consent Calendar**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: November 18 & 25, 2020*

*Commissioner Lindsay seconded. Unanimous approval.*

**Business Items**

Resolution No. R-2021-1: In the Matter of Declaring February 4, 2021 as Steve Myren Day for All of Morrow County

Commissioner Lindsay said the “Last Call” observance at the Sheriff’s Office for Steve Myren will take place tomorrow and she would like to have the Resolution read at that time. Current Undersheriff/Emergency Manager, John A. Bowles, who assumed Mr. Myren’s duties upon his retirement, spoke about his years of service to Morrow County and the Federal Emergency Management Agency (FEMA), where he was an Emergency Operations Section Chief for the Incident Response Coordination Team for more than 20 years. The FEMA duties were in conjunction with his duties for Morrow County. Undersheriff Bowles said Mr. Myren responded following the September 11<sup>th</sup> Terrorist Attacks, as well as numerous natural disasters. The Commissioners also spoke about their interactions with Mr. Myren over the years, both personal and professional. The Board requested County Counsel, Justin Nelson, draft the Resolution for consideration at the end of the meeting.

Discussion on Topics Involving the City of Irrigon

Sheriff Ken Matlack

Sheriff Matlack, who also serves on the Irrigon City Council, said he had concerns about the City of Irrigon’s plans to form its own municipal court and the impact that could have on the County’s budget and Law Enforcement Services Contract with the City. (When fines are issued by, and paid to, the Justice Court, a certain percentage goes to the State of Oregon and to Morrow County.) In Irrigon’s new proposal, citations issued by the Sheriff’s Office would now

be split between the municipal court and the State, cutting off a source of revenue for the County.

A discussion ensued about several aspects of the Morrow County budget. The Commissioners requested more analysis in order to have a better-informed discussion, preferably before the expiration of the current Law Enforcement Services Agreement with the City.

Morrow County Justice of the Peace, Judge Glen Diehl, said his staff informed him they don't have a way to break out fees generated from citations within the City of Irrigon, but they estimated the total to be minimal. He said if the City wanted to form its own municipal court, he would support them and be there if they decide it doesn't work.

#### Review Reclassification Request

Lindsay Grogan, Human Resources Manager

Ms. Grogan informed the Board that one reclassification request was received this fiscal year. She reviewed the process for reclassification, according to County policy. She then detailed the request to reclassify the Staff Accountant position to a Financial Analyst position and why her analysis supported the request. She added the reclassification would increase the position from Pay Range 13 to 14 and move it from the General Employee Wage Scale to the Non-Union Management Scale. Brief discussion.

*Commissioner Lindsay moved to approve the Reclassification request as suggested by the Human Resources Manager. Commissioner Doherty seconded. Unanimous approval.*

#### Request for Proposals, Building Loan Services Recommendation

Darrell Green, Administrator

Kate Knop, Finance Director

Chair Russell declared a conflict of interest because of his financial interest with one of the proposers. He handed the gavel to Commissioner Doherty and removed himself to the audience.

Commissioner Lindsay said she served on the committee that reviewed the proposals, adding she owned a small amount of stock in the Bank of Eastern Oregon. However, after contacting the Oregon Government Ethics Commission, she learned she did not have a direct conflict. She went on to list her previous employment history with the Bank of Eastern Oregon. She said she would step aside if anyone objected.

Commissioner Doherty said he was comfortable carrying on, given they both reached out to the Commission.

Ms. Knop summarized the two proposals received – Bank of Eastern Oregon and Commerce/Zions Bank.

*Commissioner Lindsay moved to approve the Commerce/Zions Bank, credit bond issuance, under the 15-year option and have the County manage its own disbursement and investment of those funds, not using their agent. Commissioner Doherty suggested Chair Russell participate in the discussion since the Bank of Eastern Oregon wasn't being considered. Commissioner*

*Lindsay agreed and withdrew her motion and approve the Commerce/Zions Bank credit issuance with terms to be considered with the third Commissioner at the table. Commissioner Doherty seconded. Vote: Aye: Commissioner Lindsay and Commissioner Doherty. Motion carried.*

Chair Russell returned to his seat at the dais with the other Commissioners.

Discussion continued on the options and terms in the Commerce/Zions Bank proposal.

*Commissioner Lindsay moved to have staff process with the 15-year term and Morrow County will handle its own disbursement of funds, not using a disbursement agent. Commissioner Doherty seconded. Discussion: Commissioner Doherty asked the next steps in the process. Mr. Green said a notice to award would be issued tomorrow afternoon, at the latest, and then the necessary documents would be prepared. Vote: Unanimous approval by all three Commissioners.*

Commissioner Lindsay thanked the Bank of Eastern Oregon for its proposal. She said it was aggressive and she was sorry the County couldn't work locally, but the terms from Commerce/Zions Bank were too attractive to overlook.

**Break:** 10:38-10:52 a.m.

#### Draft Memorandum of Understanding with Morrow County School Districts – Wheatridge Project Strategic Investment Program Agreement

Richard Tovey, County Counsel

The Commissioners reviewed the draft and asked Mr. Tovey to add several items: a clause or term stating if the SIP funds are not paid to the County, then the school districts will not receive the funds; and that school districts provide an annual report to the Board of Commissioners. In addition, Commissioner Lindsay requested clarity on the elementary position – that it remain a County-wide opportunity and not become a position at one of the schools, for example.

#### Emergency Operations Center Update

- Mr. Green said the County reached 1,000 positive cases since the beginning of the pandemic. He said the EOC Team discussed vaccinations for essential workers and the side effects after the second dose. The County contracted with Katie Murray to disseminate information to the public and media to alleviate that duty from Public Health Department staff.
- Commissioner Lindsay talked about the recent testing event held in Boardman with the assistance of the Oregon Health Authority. There were 33 people tested and she said it was an opportunity to see a “well put together event take place at the SAGE Center.” She noted the assistance of Ryan Neal, Port of Morrow Executive Director, in allowing the use of the SAGE Center for this event and for future events. A similar event will take place in south County, she added. The number of positive cases was trending down and he County might move to the Moderate level soon, she said.
- Chair Russell asked how many vaccines the County would receive next week since OHA said they would provide a two-week “look ahead.” Mr. Green said he wouldn't know how many until Thursday or Friday of this week, like normal. He added he asked about

the “look ahead” during this week’s call with OHA but they didn’t answer and moved on to the next question.

#### Building Projects Updates

- Mr. Green showed photos of the construction site in Irrigon from Fortis Construction.
- Commissioner Lindsay said the survey was completed for the Sheriff’s Station 2 preliminary partition plat and was being routed for signatures before coming to the Board of Commissioners.

#### **Department Reports**

- The Administrator’s Monthly Report was provided by Mr. Green.
- The written Sheriff’s Office Monthly Report was reviewed.
- The Assessment & Tax Quarterly Report was provided by Mike Gorman, Assessor/Tax Collector.
- The Surveyor’s Quarterly Report was provided by Matt Kenny, Surveyor.
- The Public Health Department Quarterly Report was provided by Director Nazario Rivera.

#### **Correspondence**

- News release from Governor Kate Brown’s Office – Updates to County Risk Levels.

#### **Business Items, continued**

Resolution No. R-2021-1: In the Matter of Declaring February 4, 2021 as Steve Myren Day for All of Morrow County

Mr. Nelson distributed copies of the Resolution for review.

*Commissioner Lindsay moved to approve Resolution No. R-2021-1: In the Matter of Declaring February 4, 2021 as Steve Myren Day for All of Morrow County. Commissioner Doherty seconded. Unanimous approval.*

#### **Commissioner Reports**

Reports of activity were provided by the Commissioners.

#### **Signing of documents**

**Adjourned:** 12:00 p.m.

**Morrow County Board of Commissioners Meeting Minutes  
February 10, 2021  
Bartholomew Building Upper Conference Room  
Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Mike Gorman, Darrell J. Green, Roberta Lucher, Tamra Mabbott, Richard Tovey

**Present Via Zoom**

Staff: Ronda Fox, Lindsay Grogan, Kate Knop, Justin Nelson, Linda Skendzel, Heidi Turrell, Stephen Wreccics, Gregg Zody; Non-Staff: Susan Christensen, Patrick Collins, Torrie Griggs, Erika Lasater, Blake Lawrence, Ed Orloski, Karen Pettigrew, Greg Smith, David Sykes

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

**City & Citizen Comments:** None

**Open Agenda:** Chair Russell said he would be participating in a 30-minute Zoom meeting with Governor Kate Brown and commissioners at 10:30 a.m. and would then turn the gavel over to Commissioner Doherty. He also said the Columbia Development Authority (CDA) agenda item would be taken up when Greg Smith, CDA Executive Director, joined the meeting.

**Consent Calendar**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: December 2<sup>nd</sup> & 9<sup>th</sup>, 2020*
3. *Correction of Road Committee Appointment term dates made on December 2, 2020 from 2024 term end dates to 2023 term end dates. Revised term dates for the following will be from December 2, 2020-December 2, 2023: Kim Cutsforth as the Alternate, South County representative; Joe McElligott as the South County At Large representative; Bob Nairns as the Alternate, South County At Large representative; and Frank Osmin as the South County representative*
4. *Application for Tax Refund, RDO-Calbee Foods, LLC in the amount of \$94,141.93 as a result of the Oregon Tax Court, Magistrate Division, Stipulated Judgement*

*Commissioner Lindsay seconded. Unanimous approval.*

**Business Items**

Agreement Between Morrow County and the Columbia Development Authority on Protection of the Oregon Trail Site at the Umatilla Army Depot

CDA: Greg Smith, Ed Orloski, Debbie Pedro, Patrick Collins

Tamra Mabbott, Planning Director

Justin Nelson, County Counsel

Ms. Mabbott said the CDA presented similar resolutions to both Morrow and Umatilla Counties regarding the protection of a section of the Oregon Trail and a munitions igloo that was the site of a deadly explosion in 1944. She said after a review by staff, a few issues needed to be discussed.

Mr. Nelson outlined the issues, one being a reference to the Programmatic Agreement (PA), which hadn't been provided by the CDA. He was told it was currently in draft form and wasn't being shared at this time.

Mr. Smith said the resolution wasn't asking Morrow County to assume responsibility for the Trail, other than ensuring the owner of the Trail complied with the preservation language. He said they were not sharing the PA or an associated memorandum of agreement (MOA) in order to protect certain cultural resources important to the tribes (Confederated Tribes of the Umatilla Indian Reservation). He also offered to have CDA's legal counsel share the PA and MOA with the County's legal counsel, where the Commissioners could then look at it. The Commissioners brought up concerns they had with some of the wording in the resolution, which resulted in postponing the item a few weeks to allow Mr. Nelson to go over those items with the legal counsel for CDA.

#### Update on the Disbursement of the Business Oregon Small Business Relief Fund

Susan Christensen, Greater Eastern Oregon Development Corporation (GEODC)

Ms. Christensen said Business Oregon's grants funds for small businesses impacted by the COVID shutdown were turned over to districts to distribute. She reported on the rounds of grant funds disbursed by GEODC to Gilliam, Grant, Harney, Malheur, Morrow, Umatilla and Wheeler Counties. In Round 2, no funds were awarded in Morrow County but Round 4 saw 28 businesses awarded grants totalling \$121,035. Ms. Christensen went on to discuss an upcoming grant opportunity through the Small Business Administration specifically for venues shuttered during the pandemic.

#### **Legislative Updates**

Chair Russell said Legislative Updates will be listed on the agenda during the legislative session so Directors and Elected Officials can provide overviews of senate or house bills that need to be brought to the attention of the Commissioners.

#### **Business Items**

##### Permit Requests

Blake Lawrence, Windwave

Chair Russell stated he had a financial interest in Windwave.

Mr. Lawrence discussed a project with a new pathway that will have Windwave building in the County's right-of-way. The new pathway is needed because they are running out of fiber capacity on their Heppner connection, he said. He then presented an interactive map of the route. The first portion, which will impact the Morrow County Road Department, will be Olson Road from I-84, south to Kunze Lane, Kunze Lane to Miller Road, then a private easement area, then Bombing Range Road, then Homestead Lane to the County line. Paterson Ferry Road is the other portion, he said, from Highway 730, up Paterson Ferry Road where they'd leave the County right-of-way at the Hale Farms shed. Mr. Lawrence discussed the project in detail and responded to questions.



Commissioner Doherty said there have been discussions in the past about bringing service to different places in the County, including the Umatilla Army Depot. He asked if this was also an opportunity to get fiber there.

Mr. Lawrence replied, "It would. We'd have some empty conduits in that package we could potentially delegate just for service to the weapons depot. At this time, we don't have any kind of arrangements or agreements with anybody in this area at all, in the weapon depot portion of it. But yes, it would give us the ability to serve that in the future, or for somebody to use that conduit and fiber to serve that."

Commissioner Doherty asked, "So, it's a little more than just long-haul fiber?"

Mr. Lawrence said, "Yes, absolutely. We're out of fiber going to Heppner, out of pairs there. Hopefully the north end of the County will wind up getting built out and at some point, with a residential project. There's not too many fiber paths in there but we'd be able to upgrade this section (referring to the map) with more fiber count. That's exactly where we're restricted right now, and get some more fiber pairs down to Lexington. It's ultimately where we'd split off with that and then that would get more capacity to Heppner." Miscellaneous discussion continued.

#### Draft Memorandum of Understanding with Morrow County School Districts Regarding the Wheatridge Project Strategic Investment Program Agreement

Richard Tovey, County Counsel

Mr. Tovey reviewed the additions to the latest draft that were requested last week. The Commissioners further defined some items and agreed to review it again next week.

#### Morrow County Internship Program

Lindsay Grogan, Human Resources Manager

Enterprise zone agreements have allowed funds to be set aside for internship opportunities for high school students. The Port of Morrow's Workforce Training Program coordinates the internship program. Students earn \$11.50 per hour, up to 15 hours per week. Ms. Grogan said Morrow County was allotted two internships and the proposal was to place one in the Planning Department in Irrigon and the other would be a "float" position in offices in south County.

*Commissioner Doherty moved to approve the Morrow County Planning Internship job description and the Morrow County Government Internship job description; and to participate in the Student Internship Program through the Port of Morrow Workforce Training Program. Commissioner Lindsay seconded. Discussion: Commissioner Doherty asked the start date of the internships. Ms. Grogan said the second week of school in September. Unanimous approval.*

#### New Position (Full-Time Equivalent or FTE) Requests for Fiscal Year 2021-2022 – Emergency Manager and Planning Office Manager

Lindsay Grogan, HR

Ms. Grogan provided an overview of the two requests and asked the submitting departments to provide the details. Administrator Darrell Green, reviewed the Executive Summary he prepared for the Emergency Manager position. He said there were two challenges with the position: who does this person report to, and where would the office space be located.

**Chair Russell left the meeting at 10:28 a.m.**

After discussion, there were more questions from the Commissioners, so the request was moved to a future agenda for consideration.

Planning Director Tamra Mabbott reviewed the Executive Summary for the Planning Office Manager position, which would combine two existing part-time positions into one new full-time position.

*Commissioner Lindsay moved to approve the Planning Department Office Manager, consolidating the two existing part-time positions. Commissioner Doherty seconded. Discussion: It was noted the new full-time position also means the addition of benefits. Vote: Aye: Commissioner Doherty and Commissioner Lindsay. Motion carried. (Chair Russell absent.)*

Discussion - Code Enforcement FTE

Commissioner Lindsay stated this was the time for new position requests and perhaps the Commissioners should bring forward the request for a Code Enforcement position instead of the interested departments trying to figure it out (Sheriff's Office and Planning Department). She asked that the feasibility of paying for the position using the County's portion of building permit fees be explored, especially given the fact the City of Boardman funds four positions using its portion of those same fees. Commissioner Doherty suggested the Code Enforcement FTE currently exists within the Sheriff's Office and recommended minutes be researched.

**Break:** 10:55-11:05 a.m.

**Chair Russell returned to the meeting.**

Emergency Operations Center Update

- Chair Russell said the 10:30 conversation with the Governor was very informative and that most counties have the same challenges as Morrow County. Some Commissioners pushed to give restaurant reopenings a range of some type, but the Governor appeared to not be interested in that, he said.
- Commissioner Lindsay said beginning Friday morning, Morrow County will drop from the Extreme level to Moderate because there were under 45 new cases over a two-week period. She commended the citizens of the County for doing the work to get to this point. Hopefully, the Super Bowl won't reverse it, she added.
- Mr. Green said the Health Department was coordinating with the Oregon Health Authority for a free testing event at the Fairgrounds on Feb. 19<sup>th</sup>. He said Katie Murray was now on-board as the contracted Communications Officer.

*Commissioner Lindsay moved to revoke the Telecommuting Policy under the current category, Moderate, effective Tuesday, February 16<sup>th</sup>, with rare exceptions to be approved by the Administrator. Commissioner Doherty seconded. Unanimous approval.*

### Building Projects Update

- Commissioner Lindsay said she had the partition for the Sheriff's Station 2 Building if the Commissioners wanted to review it. She said it already had Planning Commission sign-off and needed to go to the City of Heppner and Devin Oil, but would most likely come back for Board signature next week.
- Mr. Green displayed photos of the progress of construction in Irrigon. He said the Irrigon building was about two months behind schedule due to the delay with the building permit. The Team was looking for time savings to get back to the original schedule.

### **Department Reports**

- The Treasurer's Monthly Report was reviewed by Jaylene Papineau.
- The Community Development Department Monthly Report was reviewed by Gregg Zody, Director.
- The Planning Department Monthly Report was reviewed by Tamra Mabbott, Director.
- The Weed Department Quarterly Report was reviewed by Dave Pranger, Weed Coordinator/Inspector.

### **Correspondence**

- Letters of support from Lake Penland Corporation and Morrow County Grain Growers, Inc., for the snow groomer/search & rescue building at Custforth Park
- News release from Northeast Oregon Water Association: East Columbia River Water Supply Project officially deemed complete by the State of Oregon

### **Commissioner Reports**

Postponed due to time.

### **Comments Prior to Executive Session**

Chair Russell said a decision was not anticipated following the Executive Session.

**12:07 p.m. Executive Session:** Pursuant to ORS 192.669(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

**12:22 p.m. Closed Executive Session**

**Signing of documents**

**Adjourned:** 12:30 p.m.

**Morrow County Board of Commissioners Meeting Minutes**  
**February 17, 2021**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Roberta Lutcher, Richard Tovey

**Present Via Zoom**

Staff: Mike Gorman, Kate Knop, Tamra Mabbott, Justin Nelson, Matt Scrivner, Linda Skendzel, Heidi Turrell, Gregg Zody; Non-Staff: Torrie Griggs, Lisa Mittelsdorf, Ed Orloski, Debbie Pedro, Brenda Profitt, Lori Roach, Greg Smith, David Sykes

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

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: December 16, 2020*
3. *Order No. OR-2021-4: An Order Setting Aside a Reserve Account in Anticipation of a Property Tax Appeal (Pacific Ethanol Columbia, LLC)*

*Commissioner Lindsay seconded. Unanimous approval.*

**Legislative Updates**

Planning Director, Tamra Mabbott, provided an overview of two bills:

1. Senate Bill 391: Relating to accessory dwelling units in rural residential areas; and declaring an emergency. She recommended supporting the bill, with the specific conditions she discussed.
2. Senate Bill 5530: Relating to the financial administration of the Department of Land Conservation and Development; and declaring an emergency. Ms. Mabbott recommended supporting the bill. Ms. Mabbott offered to draft a letter of support for signature by the Chair; which was agreeable to the Board.

**Business Items**

Review Draft Resolution No. R-2021-2: A Resolution in Support of Columbia Development Authority and Commitment to Preserve and Maintain South Trail (at the Umatilla Army Depot)

CDA: Greg Smith, Ed Orloski, Debbie Pedro

After a one-hour discussion, Mr. Smith proposed the legal counsels for the County and the CDA review the options that were discussed and bring forward a clearer proposal.

**Break:** 10:16-10:30 a.m.

Resolution No. R-2021-3: Authorizing a Financing Agreement and Note  
Darrell Green, Administrator

The Board approved financing the construction of Irrigon building through issuing a full faith and credit bond with Commerce/Zions Bank. Mr. Green said this Resolution was the next step in the process.

*Commissioner Lindsay moved to approve and sign Resolution No. R-2021-3: In the Matter of Authorizing a Financing Agreement and Note in an Amount Not-to-Exceed \$6,900,000; Pledging the County's Full Faith and Credit. Commissioner Doherty seconded. Unanimous approval.*

Letter of Support for Dedicated Funding for Counties from the COVID-19 Relief Package  
Chair Russell said the template for the letter came from the Association of Oregon Counties and will be sent to Oregon's congressional delegation.

*Commissioner Doherty moved to sign the American Rescue Plan support letter to be sent to Oregon's congressional delegation. Commissioner Lindsay seconded. Unanimous approval.*

Draft Intergovernmental Agreement with Morrow County School Districts Regarding the Wheatridge Project Strategic Investment Program Agreement

Richard Tovey, County Counsel

Mr. Tovey reviewed the latest revisions requested by the Board. After another change was requested by the Commissioners, Mr. Tovey said he would forward the revised document to both school districts for review.

Emergency Operations Center Update

- Mr. Green said the testing event in south County was cancelled due to inclement weather. The EOC Team and Public Health staff are trying to schedule the point-of-distribution (POD) events a few weeks in advance. (PODs are considered "closed" at this time because they are only for people within certain groups, as defined by the Oregon Health Authority. When eligibility opens up to everyone, they are considered open PODs.) Appointments are required for vaccinations. The PODs in south County will be held at the Fairgrounds and at the SAGE Center for north County. The use of volunteers to assist at POD events was also discussed by the Team.
- Commissioner Lindsay said the "look ahead" for number of vaccines to be received in the next three weeks stands at 100 per week.
- Chair Russell reviewed a spreadsheet he created using the same percentages and rates as OHA. He said he concluded the State "wasn't doing us any favors" in regards to equitable distribution of the vaccine.

Building Projects Updates

Easement for Sheriff's Station 2 Building from Devin Oil

Richard Tovey, County Counsel

Mr. Tovey said the easement was signed by Devin Oil, and while the property description, Exhibit A, was not in the Agenda Packet, it will be attached to the document before recording.

*Commissioner Lindsay moved to approve the Easement, as presented, with the attachment of Exhibit A, description of property; and authorize Chair Russell to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.*

### **Correspondence**

- Letters of support for the snow groomer and search and rescue building at Cutsforth Park from Lake Penland Corporation, Morrow County Grain Growers and the Oregon State Snowmobile Association.
- Email to the Commissioners from Representative Bobby Levy's Office about the formation of a work group to address elk depredation issues in eastern Oregon.

### **Commissioner Reports**

Provided by the Commissioners.

### **Comments Prior to Executive Session**

Chair Russell said no decisions were anticipated following the Executive Session. The Commissioners agreed to provide a more public presentation in the following week or weeks.

**Adjourned:** 11:21 a.m.

**11:23 a.m. Executive Session:** Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

### **Signing of documents**

DRAFT

**Morrow County Board of Commissioners  
Business Meeting Minutes  
February 24, 2021  
Bartholomew Building Upper Conference Room  
Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Roberta Lutchner

**Call to Order & Pledge of Allegiance:** 8:02 a.m.

**Business Items**

Board of Commissioners Budget

Darrell Green, Administrator

Mr. Green reviewed the changes he proposed to the General Fund, Board of Commissioners Budget, as compared to last year's budget. The Commissioners agreed with the following:

1. State Dues, Association of Oregon Counties: Increase from \$12,500 to \$16,000.
2. Other Professional Organizations: Reduce from \$18,000 to \$10,000.
3. Court Awards, Discretionary: Continue to plan for a more formal podium in the Upper Conference Room that can be stored in the closets.
4. Capital Outlay: Audio/visual upgrade costs for the Upper Conference Room to accommodate virtual meetings, \$15,000-\$20,000.
5. Move forward with plans to test Microsoft Teams with interested staff members. Until the end of the current fiscal year, the County will pay the cost per participant fee (just under \$8.00). After that, the fee will be picked up by individual departments.

Miscellaneous Budget Items

Commissioner Doherty said he was contacted by a contingent representing Oregon State University Extension – Bryan Wolfe, Vern Frederickson and Clive Kaizer, to discuss “why they should be included deeper on our budget.” He said he suggested they contact the other Commissioners, and contact other entities to ask for funding from them, as well.

Mr. Green discussed the amount tentatively budgeted for Courthouse maintenance and repairs, and an increase to the Computer budget in anticipation of moving into the new building in Irrigon.

Commissioner Lindsay talked about setting aside funds to maintain the Boardman Public Health Department Building until the situation changes with that building.

**Adjourned:** 8:41 a.m.

**Morrow County Board of Commissioners Meeting Minutes**  
**February 24, 2021**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Mike Gorman, Darrell J. Green, Kate Knop, Roberta Lutcher, Tamra Mabbott, Justin Nelson; Non-Staff: Rusty Estes, Ryan Fowler, Michael Hughes, John Murray

**Present Via Zoom**

Staff: SaBrina Bailey Cave, Lindsay Grogan, Eric Imes, Katie Imes, Deanne Irving, Jaylene Papineau, Sandi Pointer, Matt Scrivner, Linda Skendzel, Heidi Turrell, Gregg Zody; Non Staff: Ryan DeGrofft, Torrie Griggs, Erika Lasater, Lisa Mittelsdorf, Ed Orloski, Lisa P. (unidentified) Debbie Pedro, Kim Rill, James Shannon, Greg Smith, Loren Snow, Rick Stokoe, David Sykes

**Call to Order, Pledge of Allegiance and Roll Call:** 9:00 a.m.

**City & Citizen Comments:** John Murray, Morrow County Health District Board Member, requested to have a discussion in the future about improvements at the Lexington Airport. In particular, an update to the weather monitoring system for pilots, he said.

**Open Agenda:** No items

**Consent Calendar:**

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

1. *Accounts Payable and Payroll Payables*
2. *Order No. ORD-2021-5: In the Matter of Cancellation of Personal Property Taxes (for accounts listed in Exhibit A); and the accompanying Petition*

*Commissioner Lindsay seconded. Unanimous approval.*

**Legislative Updates**

Commissioner Lindsay said she was notified of House Bill 2253 and asked to monitor its progress. She asked Representative Greg Smith for comment as he was already attending via Zoom for a different agenda item. [Oregon Legislative Information System website: Bill Title: Relating to a surcharge on Paycheck Protection Program loan proceeds; prescribing an effective date; providing for revenue raising that requires approval by a three-fifths majority. Summary: Imposes surcharge based on amounts of forgiven loans received by corporate excise or personal income taxpayer through Paycheck Protection Program of Coronavirus Aid, Relief, and Economic Security (CARES) Act. Applies to tax years beginning on or after January 1, 2020 and before January 1, 2021.]

Rep. Smith explained the State of Oregon is connected to Federal tax law in order to help streamline processes. He said part of the conversation has been whether or not to disconnect parts of the Oregon tax law that are currently connected to Federal tax law. He also said when he looks at it from the point of view as Co-Vice Chair of the Joint Committee on Ways and Means, he questions how the State can maintain services, especially after the fires last summer. In the end, the right thing to do is not tax those dollars, he said.



## **Business Items**

### 2021 Ambulance Service Area (ASA) Plan from the Morrow County Health District

Rusty Estes, Emergency Medical Services (EMS) Coordinator

Mr. Estes said MCHD's Plan was up for renewal with the State in a few months. He asked if the Board had any questions about the Plan he submitted for their review.

Chair Russell turned the floor over to Michael Hughes, Chief of the Boardman Fire Rescue District, whom he said was here for a specific reason.

Chief Hughes said he would propose a different ASA model and offered to return at a later date for a more in-depth discussion or he could provide the information today. The Commissioners asked him to provide an overview. Chief Hughes' proposal was to split the County into two different ASAs, with Boardman Fire taking the Boardman-Irrigon area. After a lengthy discussion, it was agreed to discuss this again during a Work Session on March 17<sup>th</sup>. Commissioner Doherty made a point of asking MCHD and BFRD to return on the 17<sup>th</sup> "as a united front."

### Review Draft Resolution No. R-2021-2: A Resolution in Support of Columbia Development Authority (CDA) and Commitment to Preserve and Maintain South Trail (at the Umatilla Army Depot)

CDA: Greg Smith, Ed Orloski, Debbie Pedro, Loren Snow (Schwabe, Williamson & Wyatt)  
Justin Nelson, County Counsel

Tamra Mabbott, Planning Director

As background, the CDA presented similar resolutions to both Morrow and Umatilla Counties for the protection of a section of the Oregon Trail and a munitions igloo that was the site of a deadly explosion in 1944.

Mr. Nelson presented two draft resolutions for review. One with "County protects or preserves" verbiage and another with "County owns" verbiage. He said a third option could be one that brings in a third party.

Mr. Smith asked Mr. Snow to review a version he modified, which he proceeded to do.

After discussion, Commissioner Doherty said he was comfortable with moving forward with the County owning it but wanted it clear if the County takes over and preserves the area, it would be after CDA transfers it out of their ownership and they'd fulfill the requirements of Programmatic Agreement. The County would take it in a preserved state and continue to preserve it. Mr. Smith replied, "Yes."

*Commissioner Doherty moved to approve the version of Resolution No. R-2021-2 that has the County taking ownership. Chair Russell seconded. Unanimous approval.*

### New Federal Funding for Public Transportation

Katie Imes, Coordinator, The Loop

The Oregon Department of Transportation receives Federal Transit Authority funds specifically for rural areas with a population of 50,000, or less. Morrow County receives the so-called

Section 5311 funds. Ms. Imes presented the Morrow County draft 5311 Start-Up Proposal compiled by ODOT's Region 5 Regional Transit Coordinator, Frank Thomas, that will be presented to the Public Transportation Advisory Committee. The Commissioners agreed with the proposal moving forward through the process.

Award Bid & Contract for Diesel, Gasoline, Lubricants and Aviation Fuels

Matt Scrivner, Public Works Director

Mr. Scrivner said after reviewing the bids, Public Works recommended Devin Oil to be the supplier for all four products.

*Commissioner Doherty moved to award Devin Oil Co., Inc., three-year contracts, beginning February 17, 2021 and ending February 17, 2024, for the following: Gasoline; Diesel; Aviation Fuel; and Lubricants. Commissioner Lindsay seconded. Unanimous approval.*

Irrigon Building Loan Documents

Kate Knop, Finance Director

James Shannon, Counsel for the County overseeing the Credit Bond

Ms. Knop briefly reviewed the document package and Mr. Shannon responded to several questions from the Commissioners. Ms. Knop noted a motion was not needed today because the Board approved Resolution No. R-2021-3 last week which authorized the financing agreement and designated the Chair or the Administrator as the Authorized Representative. The documents were prepared with signature by the Administrator, she added.

**Break:** 10:10-10:22 a.m.

Draft Intergovernmental Agreement with Morrow County School Districts Regarding the Wheatridge Project Strategic Investment Program Agreement

Richard Tovey, County Counsel

Mr. Tovey said both school districts signed the document and it was now ready for action by the Board.

*Commissioner Doherty moved to approve the Intergovernmental Agreement for STEM (Science, Technology, Engineering and Mathematics) and STEAM (Art and Music) Education with Morrow County School District #1 and Ione School District; duration of the agreement will be July 1, 2021 through December 31, 2035; and authorize Chair Russell to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.*

Draft Grant Application Form

Gregg Zody, Community Development Director

Several modifications were made to Mr. Zody's draft application form, and a discussion took place about which type of 501(c) organizations should be eligible to receive funds. The Commissioners agreed to limit it to 501(c)(3): Charitable Organizations; and 501(c)(8): Fraternal Beneficiary Societies and Associations.

Ms. Knop reported the total funds available to grant: \$201,538. Chair Lindsay clarified the Tillamook County Creamery Association portion, \$135,000, needed to be granted within TCCA's parameters when they gave the funds to the County (hospitality and restaurant focused). The Commissioners designated Chair Russell to serve on the application review committee with Mr. Zody, Ms. Knop and Mr. Green.

#### State and Local Coronavirus Fiscal Recovery Funds

The Commissioners decided a letter should be sent to the Federal congressional delegation stating funding should come directly to counties. It was agreed the letter might have more impact coming from the Executive Committee of the Emergency Operations Center Team.

#### Emergency Operations Center Update

- Mr. Green said the recent winter storms impacted the delivery of vaccines. The County has been exploring the use of volunteers at vaccine point-of-distribution (POD) events to help with monitoring patients, data entry, etc.

#### COVID Pay Extensions

The Commissioners agreed to have a discussion in the fall about whether to pay employees in quarantine who choose not to be vaccinated. Mr. Green said the EOC Team would be obtaining outside guidance on what can and can't be done.

*Commissioner Lindsay moved to extend COVID Paid Leave through March 31, 2021.  
Commissioner Doherty seconded. Unanimous approval.*

#### Building Projects Updates

- Commissioner Lindsay said the easement for the Sheriff Station 2 Building to allow access to the property was recorded. The plat was currently in the Assessor's Office and then should go to the Clerk's Office to be recorded. County Counsel will draft the title transfer document next. The Commissioners agreed not to obtain title insurance, when Commissioner Lindsay asked.
- Mr. Green said the snow caused some delays in Irrigon, which now means the concrete should be poured within the week. The steel building structure should arrive in a few weeks.

#### Administrator's Evaluation

Chair Russell said this was listed on the agenda in case it was needed following the Executive Session.

#### **Department Reports**

- The Road Department Monthly Report was reviewed by Eric Imes, Assistant Road Master.
- The Finance Department Quarterly Report was reviewed by Kate Knop, Director.

#### **Correspondence**

- Department of Revenue, Notice to Taxing Districts: Approval of the Description and Map for Annexation to the Boardman Rural Fire Protection District; and name change to Boardman Fire Rescue District.

**Commissioner Reports**

Provided by the Commissioners.

**Adjourned Regular Meeting:** 12:05 p.m.

**Comments Prior to Executive Session**

Chair Russell said no decisions were anticipated following either Executive Session.

**Break:** 12:05-12:10 p.m.

**12:11 p.m. Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

**12:41 p.m. Closed Executive Session**

**12:45 p.m. Executive Session:** Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing

**1:15 p.m. Closed Executive Session**

**Morrow County Board of Commissioners Meeting Minutes**  
**March 3, 2021**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, John A. Bowles, Darrell J. Green, Matt Kenny, Kate Knop, Roberta Lutcher, Kenneth Matlack

**Excused**

Commissioner Melissa Lindsay

**Present Via Zoom**

Staff: Ronda Fox, Tamra Mabbott, Sandi Pointer, Matt Scrivner, Linda Skendzel, Richard Tovey, Gregg Zody; Non-Staff: Sheryll Bates, Torrie Griggs, Erika Lasater, Ryan Neal, Leslie Pierson, Brenda Profit

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

**City & Citizen Comments:** Gregg Zody, Community Development Director, said the application for the current round of COVID-related grants was on the County website. Anyone with questions was encouraged to email him (addressed listed on the website).

**Open Agenda:** No items

**Consent Calendar**

*Chair Russell moved to approve the following items in the Consent Calendar:*

1. *Notice from the Sheriff's Office of the Award of a Rescue Water Boat from the Oregon Military Department, Office of Emergency Management, State Preparedness Incident Response Equipment, Grant No. 19-265*
2. *2021 Oregon Department of Agriculture, Wolf Depredation Compensation and Financial Assistance Grant Application in the amount of \$46,260; and authorize Commissioner Doherty to sign on behalf of the County.*

*Commissioner Doherty seconded. Unanimous approval.*

**Legislative Updates**

- Juvenile Department Director, Christy Kenny, submitted an informational form on Senate Bill 422. In it, she recommended not supporting the Bill which seeks to eliminate fees and court costs associated with juvenile delinquency matters, among other things. If youth engage in services and complete conditions of probation, the fees and fines currently can be suspended as a reward. That incentive would no longer be an option.

**Business Items**

**Review and Approve Boardman Subdivision Plat – River Ridge Estates, Phase 3**

Matt Kenny, Surveyor

Mr. Kenny explained the subdivision was located between Wilson Lane and Kunze Lane, east of Paul Smith Road, and even though it was within the city limits, per Oregon Revised Statute, it must be approved by the governing body of the county before recording.

*Commissioner Doherty moved to sign and date all copies of the River Ridge Estates Phase 3 Subdivision Plat, as provided. Chair Russell seconded. Unanimous approval.*

Landowner Dedication Deed for Improvements to Kilkenny Road; and Order No. OR-2021-6

Matt Kenny, Surveyor

Mr. Kenny said Public Works planned to improve the 90-degree corner along Kilkenny Road, approximately one-half mile east of the Highway 207-Bombing Range Road intersection. The landowner, North Lex Power and Land, offered to dedicate the 0.48 acres of land for the improvement project. Chris Rauch, representing North Lex Power and Land, signed the dedication deed prepared by County Counsel Richard Tovey, he said.

*Commissioner Doherty moved to notarize and sign the Dedication Deed, as provided, and enact Order No. OR-2021-6: In the Matter of Accepting a Dedication Deed Dedicating Property as Public Right-of-Way. Chair Russell seconded. Unanimous approval.*

Compensation Board Recommendations

Lindsay Grogan, Human Resources Manager

Ms. Grogan summarized the recent Compensation Board meeting by saying there wasn't much movement regarding salaries for elected officials, but the Board members would like job descriptions for all the elected officials to help them better evaluate the positions. Discussion.

*Commissioner Doherty moved to sanction the recommendations of the Compensation Board:*

- 1. A three percent cost of living adjustment (COLA) for all elected officials, except the Treasurer and Sheriff, and*
- 2. Human Resources to work with the elected officials to create job descriptions for each position.*

*Chair Russell seconded. Unanimous approval.*

Ms. Grogan brought up the COLA for non-union members.

*Chair Russell moved to forward a recommendation to the Budget Committee of a 2.5% COLA for non-union members, like the Teamsters. Commissioner Doherty seconded. Unanimous approval.*

Review Request to Increase Airport Hangar Fees; and Order No. OR-2021-7

Matt Scrivner, Public Works Director

Sandi Pointer, Public Works Management Assistant

Mr. Scrivner reminded the Board the Airport Fees were pulled from the Morrow County Fee Schedule adopted on January 27<sup>th</sup>, to allow time for a review. The Airport Advisory Committee recommended a phased-in increase with the first being effective March 1<sup>st</sup> to \$175 for standard hangars, and an increase to all other hangars using a standardized square foot calculation (\$0.155142/sf). In addition, rates would increase February 2022 to \$200 for standard hangars, and as before, an increase to all other hangars using a standardized square foot calculation (\$0.177305/sf). Mr. Scrivner said rates can't be changed while under contract, so some rents will remain at the \$120 rate until the contract is due for renewal.

*Commissioner Doherty moved to make the hangar rate increase effective today at \$0.155142 per square foot and move to \$0.177305 per square foot effective February 2022. Chair Russell seconded. Unanimous approval.*

## Resolution N. R-2021-5: Renaming Heppner Admin Fund to Capital Improvement Project Fund

Kate Knop, Finance Director

Ms. Knop said the Heppner Admin Fund was created by the County Court at the time to set aside reserve dollars for the Bartholomew Building. The County's auditors recently recommended renaming the fund to encompass both the Bartholomew Building loan payment and the Irrigon Building credit bond dollars into the same fund.

*Commissioner Doherty moved to approve Resolution No. R-2021-5: In the Matter of Renaming the Heppner Administration Building Fund. Chair Russell seconded. Unanimous approval.*

## Emergency Operations Center Update

- Administrator Darrell Green said the County's positive cases remained low, which was great news. The Public Health Department was currently vaccinating people 65 years of age and up. He reviewed the process for scheduling an appointment and encouraged those interested to sign-up so the County can move to the next eligible group. He said Commissioners, administration and Public Health staff continued to meet with representatives from the Oregon Health Authority and FEMA (Federal Emergency Management Agency) to obtain more resources to vaccinate County residents as quickly as possible. Undersheriff John Bowles talked about the efforts behind-the-scenes that people aren't aware of, for instance, the numerous meetings taking place with OHA and FEMA.
- The draft letter regarding funds directly to counties was postponed.

## **Building Projects Updates**

- The concrete for the Irrigon building will be poured this week. The metal building is due to arrive March 29<sup>th</sup>. This will definitely be a benchmark, said Mr. Green.
- The Sheriff's Station 2 Building will be completed in three to four months, if all goes according to plan.

## **Department Reports**

- Administrator's Monthly Report was provided by Mr. Green. Commissioner Doherty said in the last 18 months, the County has hired seven new positions and Mr. Green was sent in as the interim during the transitions. He said it was really appreciated and he wanted to thank him publicly.
- The Sheriff's Office Monthly Report was provided by Sheriff Matlack.

## **Correspondence**

- Recognition certificate from the U.S. Census Bureau to the Morrow County Board of Commissioners as an invaluable member of the 2020 Census Community Partnership and Engagement Program

## **Commissioner Reports**

Provided by the Commissioners

**Signing of documents, followed by Adjournment: 11:00 a.m.**



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item:

Phone Number (Ext): 541-676-5607
Requested Agenda Date: 4/7/21

(No acronyms please) Tax Refund

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Mike Gorman 4/2/21 Department Director Required for all BOC meetings
[Signature] 4/5/21 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):**

This is a refund to Threemile Canyon Farms. The reason for the refund is that a portion assets for the original methane digester located at Threemile Canyon Farms were reported disposed in 2016. At that time, I personally was processing Real Property Returns and failed to remove the value for the disposed assets. This methane digester is at the same location as several other methane digesters and the error was found when reviewing all of the associated accounts. Taxes for the disposed portion of value should never have been assessed from 2016 forward, resulting in this refund.

**2. FISCAL IMPACT:**

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

Sign refund.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND  
MORROW COUNTY, OREGON**

No. 21-9  
Tax Year 2016-2021  
Acct. # 9854

Property Owner :

Threemile Canyon Farms, LLC  
75906 Threemile Rd  
Boardman, Oregon 97818

Tax Payer:

Threemile Canyon Farms, LLC  
75906 Threemile Rd  
Boardman, Oregon 97818

Receipt # Multiple

Date paid multiple

Int. date 4/15/2021

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
774,476.18	774,476.18	4,334.98	778,811.16	770,257.88	4,123.10	774,380.98	4,218.30	211.88	4,430.18	1,982.60	6,412.78
828,590.09	828,590.09	-24,857.70	803,732.39	824,117.95	-24,723.54	799,394.41	4,472.14	-134.16	4,337.98	1,778.57	6,116.55
853,879.67	853,879.67	-25,616.39	828,263.28	849,424.47	-25,482.73	823,941.74	4,455.20	-133.66	4,321.54	1,253.25	5,574.79
1,009,607.17	1,009,607.17	-30,288.22	979,318.95	1,005,128.58	-30,153.86	974,974.72	4,478.59	-134.36	4,344.23	738.52	5,082.75
1,104,167.78	1,104,167.78	-33,125.03	1,071,042.75	1,099,718.78	-32,991.56	1,066,727.22	4,449.00	-133.47	4,315.53	215.78	4,531.31

**Total** 27,718.18

Reason: Clerical error for 2016-17 thru current year

Approved: \_\_\_\_\_ 2021

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

  
\_\_\_\_\_  
Michael Gorman, Tax Collector

\_\_\_\_\_  
Commissioner

Date 4-2-21

\_\_\_\_\_  
Commissioner



Map shared by Matt Scrivner during the discussion of Windwave Communications' permit applications at 4-7-21 BOC Meeting

Windwave Communications

**PERMIT SIGN-OFF** Permit #ORN

Date Submitted: 03/18/2021

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

Applicant Notified: 1st: \_\_\_\_\_ Final: \_\_\_\_\_

**INSPECTION INFORMATION:**

Follow up inspection date: \_\_\_\_\_

\_\_\_\_\_ Approved Signed \_\_\_\_\_

\_\_\_\_\_ Not Approved Reasons \_\_\_\_\_

\_\_\_\_\_ Actions \_\_\_\_\_

Notes/Comments:

Return to:  
**MORROW COUNTY PUBLIC WORKS**  
365 West Highway 74  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500

APPLICATION #: ORN  
COUNTY ROAD #: 490  
ROAD NAME: Bombing Range

**Applicant Mailing Address**  
Windwave Communications  
Name (Business Name, Attn: Name)  
73500 Rupe Kennedy Rd  
Mailing Address (Street/Post Office Box)  
Boardman, Or 97818  
City, State, Zip Code  
541-969-0562  
Phone Number

APPLICATION FEE:  
(CHECK ONE)  
 Private (\$50.00)     Utility Company (No Fee)  
PAYMENT RECEIVED:  
03-18-2021 - \$50.00 SLC  
(Date Payment Received - Amount Received - Initials)  
CK# 18448

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY**  
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)

Please fill out this form completely in ink (Blue or Black) or type.

We, Windwave Communicaitons 73500 Rupe Kennedy Rd  
(Name - Individual/Business) (Physical Address) (Work Order Number)  
hereby request permission either to locate within County Road right of way or cross  
Morrow County road Bombing Range at 1.9 miles from nearest  
(Name of County Road) (Miles)  
interstecction with road Highway 730 4N/4N/3N 25E/26E/26E  
(Name of County Road) (Section) (Township) (Range)  
E.W.M. with a Communication Line of 7"x7", Center Line 40' distance  
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)  
from R/W line 4' depth of line or pipe, E X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**

Page 1 LY Page 2 LY  
(Initial) (Initial)

**Additional Terms and Conditions to be noted here.**

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: LY DATE: 3-18-21  
(Signature of Authorized Permittee) (Date Signed)

State of Oregon  
County of Morrow  
This instrument was acknowledged before me on March 18, 20 21  
by Staci Lynn Osmen  
Staci Lynn Osmen  
Notary Public - State of OR

OFFICIAL STAMP  
STACI LYNN OSMIN  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 989749  
MY COMMISSION EXPIRES JULY 21, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Assistant Road Master) (Date Signed)  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Public Works Director) (Date Signed)

ATTEST: \_\_\_\_\_  
(Morrow County Clerk)

**PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

**SPECIFICATIONS:**

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

**ROAD CROSSING:**

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
  1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with  $\frac{3}{4}$ " – 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
  2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" – 0" or  $\frac{3}{4}$ " – 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration – Pipelines
  1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
  2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

**ADJACENT TO ROADWAY:**

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be  $\frac{3}{4}$ " – 0" rock.

Permit  
OPEN

## **TRAFFIC**

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
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## **INSURANCE**

- A. Permittee must carry all necessary liability to protect the public at all times.

## **REPAIRS**

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

## **REMOVAL, RELOCATION AND REPAIR**

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

*Permit*  
*DRN*

WINDWAVE COMMUNICATIONS, INC.

PO BOX 1390  
BOARDMAN, OR 97818  
PH (800) 862-8508

No. 18450

96-353/1232

Bank of Eastern Oregon  
Heppner, OR 97836

FIFTY AND NO. / 100\*\*\*\*\*

MORROW COUNTY PUBLIC WORKS  
PO BOX 428  
LEXINGTON OR 97839

DATE	CHECK NO.	AMOUNT
03/02/2021	18450	\$*****50.00

1163

Permit # ORO

*Symon M Rodriguez*

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑆ 18450 ⑆ ⑆ 123203535 ⑆ 7610093242 ⑆

- 202220-3305241
- 202220-3303515
- 202220-3303540
- 202220-3303541
- 202220-3303542
- 202220-3303544
- 202220-3303555
- 202220-3303617
- 202220-3303619
- 202220-3404043
- 202220-3404044
- 202220-3404045
- 202220-3604187
- 202220-3604188
- 202220-3646909
- 202220-3646912
- 202220-3676938
- 202220-3807775
- 202220-3808010
- 202220-3903821

- FLOOD CONTROL DEPOS
- Public Land Sales
- Title II Project Grant
- 1% Bike and Trails
- Gas Tax/Vehicle Lic Fee
- Special Co. Road Funds
- Fund Exchange Agreement
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- Bombing Range Rd In
- Co. Road Access Permit Fee
- Approach Permit Fees
- Rural Addressing
- Misc. Revenues
- Sheriff Fuel
- Sale of Material
- Surplus Equip and Supplies
- Rural Investment Grant
- Reimbursed Items
- Operating Expense Loan
- Transfer from Gen. Fund

100<sup>00</sup> (2 <sup>1</sup>/<sub>50</sub><sup>00</sup> checks)

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK - HOLD AT ANGLE TO VIEW

WINDWAVE COMMUNICATIONS, INC.

PO BOX 1390  
BOARDMAN, OR 97818  
PH (800) 862-8508

No. 18448

96-353/1232

Bank of Eastern Oregon  
Heppner, OR 97836

FIFTY AND NO. / 100\*\*\*\*\*

PAY TO THE ORDER OF MORROW COUNTY PUBLIC WORKS  
PO BOX 428  
LEXINGTON OR 97839

DATE	CHECK NO.	AMOUNT
03/02/2021	18448	\$*****50.00

1163

Permit # ORN

*Symon M Rodriguez*

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑆ 18448 ⑆ ⑆ 123203535 ⑆ 7610093242 ⑆



We at Windwave would like to get access to install conduit and fiber optic in the Morrow County right of way on the East side of Bombing Range 1.9 miles from Highway 730. We will do a drill shot under the highway starting on the West side of the Bombing Range going towards the East side. The package will go South for four miles to Homestead Ln. it will include 4- 2" SDR 11 conduits and 3-1 1/4" SDR 11 conduits taking up a 7"x7" space and will be 4' in depth. We plan to be 40 feet from center line. We are subject to change route depending on existing items already in the ground. Please reach out to Leon Luna with any questions.

**Leon Luna**

Engineering Specialist

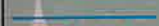

541-969-0562

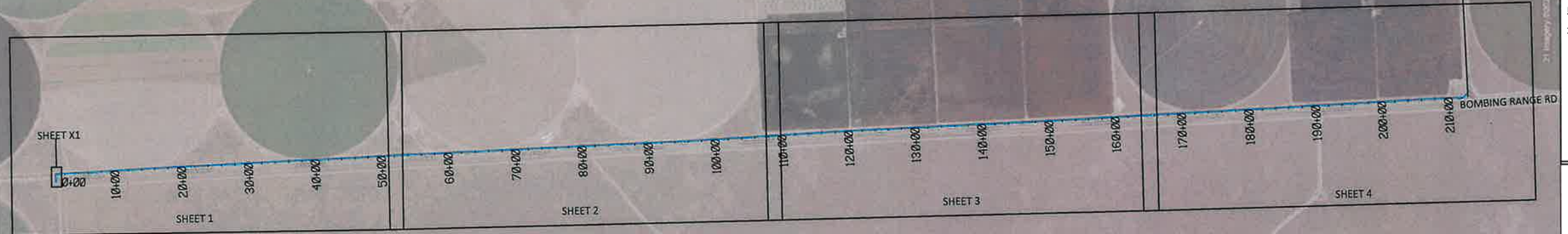
[lluna@windwave.tc](mailto:lluna@windwave.tc)



Permit #  
ORN

LEGEND

-  CONDUIT PATH
-  VAULT PLACEMENT

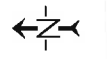


REVISIONS	BY
03/17/2021	JH

- PLAN SHEETS
- 1 - PLAN VIEW
  - 2 - PLAN VIEW
  - 3 - PLAN VIEW
  - 4 - PLAN VIEW

Permit # ORN

- DETAIL SHEETS
- X1 - CROSSING DETAIL



DATE: 03/17/2021

SCALE: 1:800

PROJECT NAME: BOMBING RANGE

COVER

# WINDWAVE CONDUIT INSTALLATION-BOMBING RANGE

REVISIONS	BY
03/17/2021	JH

Permit  
ORN

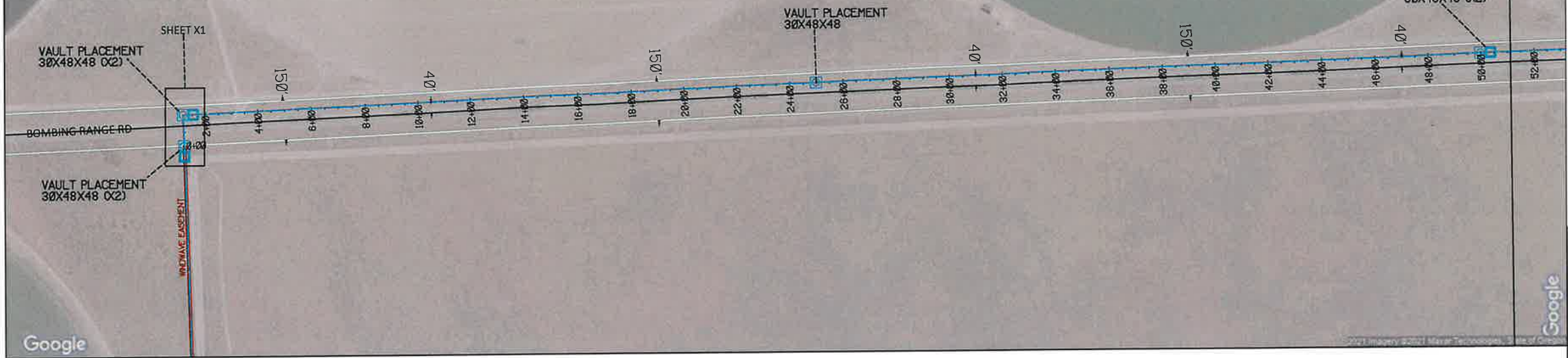
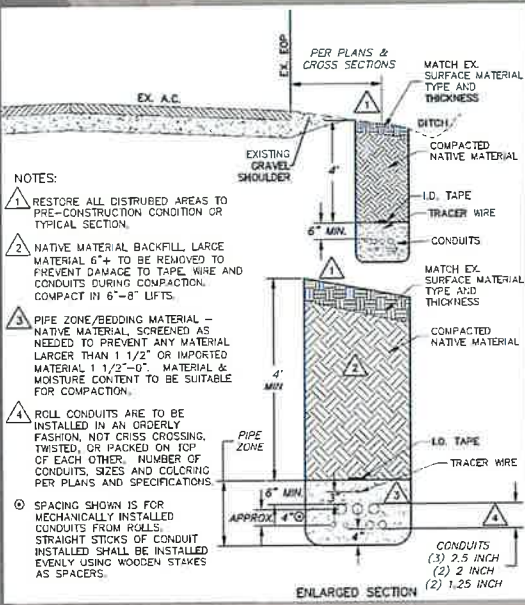


DATE: 03/17/2021

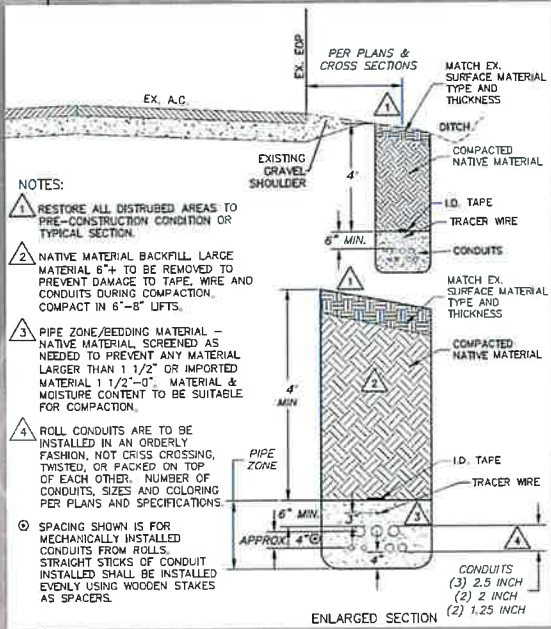
SCALE: 1:200

WD NUMBER: 1902 Bombing Range

SHEET 1

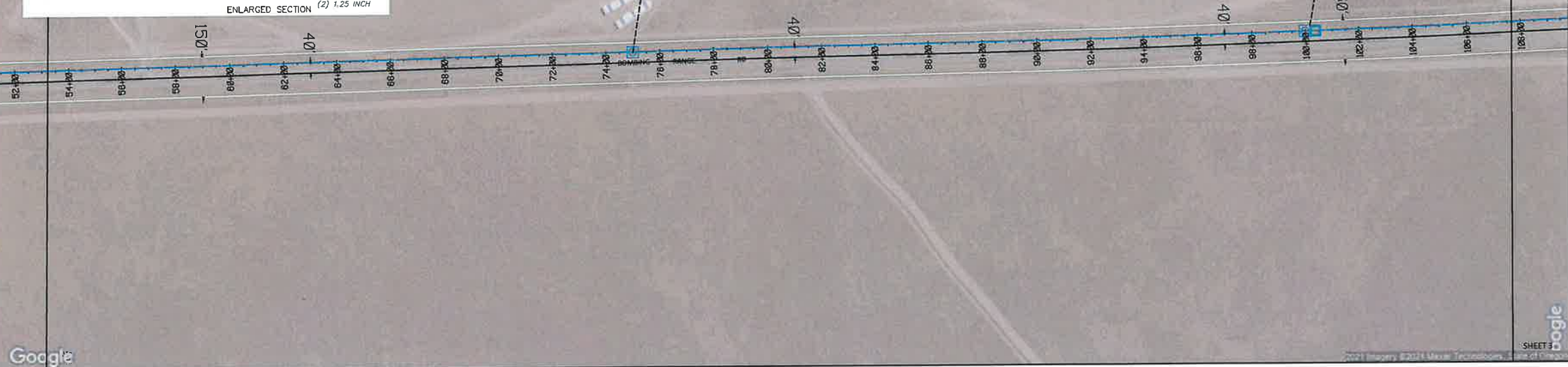


WINDWAVE CONDUIT INSTALLATION-BOMBING RANGE



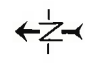
VAULT PLACEMENT  
30X48X48

VAULT PLACEMENT  
30X48X48 (X2)



REVISIONS	BY
03/17/2021	JH

Permit  
ORN



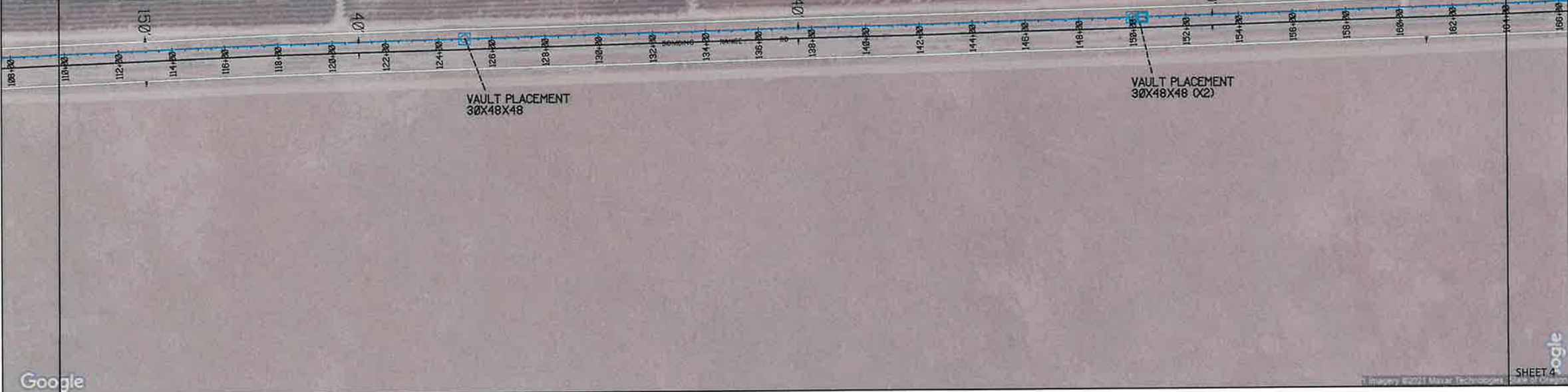
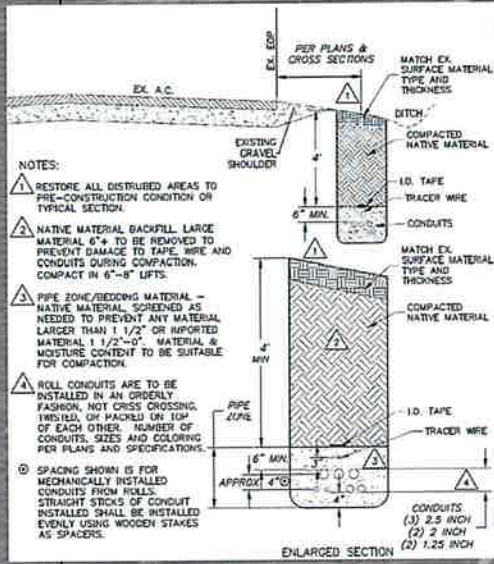
DATE: 03/17/2021

SCALE: 1:200

NO WARRANTY/LIMITS BOMBING RANGE

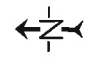
SHEET 2

# WINDWAVE CONDUIT INSTALLATION-BOMBING RANGE



REVISIONS	BY
03/17/2021	JH

Permit  
DRN

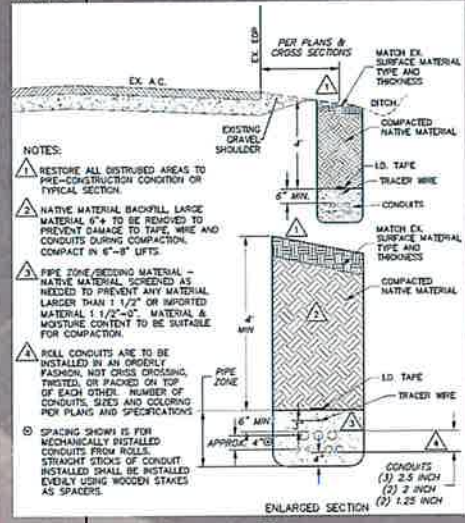


DATE	03/17/2021
SCALE	1:200
PWD NUMBER/LINES	Bombing Range
SHEET 3	

# WINDWAVE CONDUIT INSTALLATION-BOMBING RANGE

REVISIONS	BY
03/17/2021	JH

Permit  
DRN



Google

ogle

©2021 Imagery ©2021 Maxar Technologies, State of Oregon

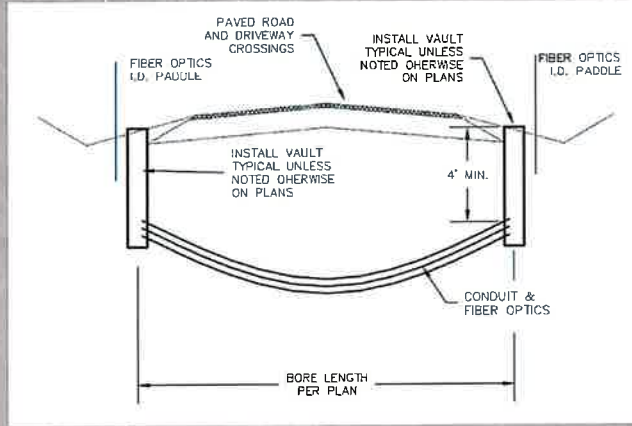
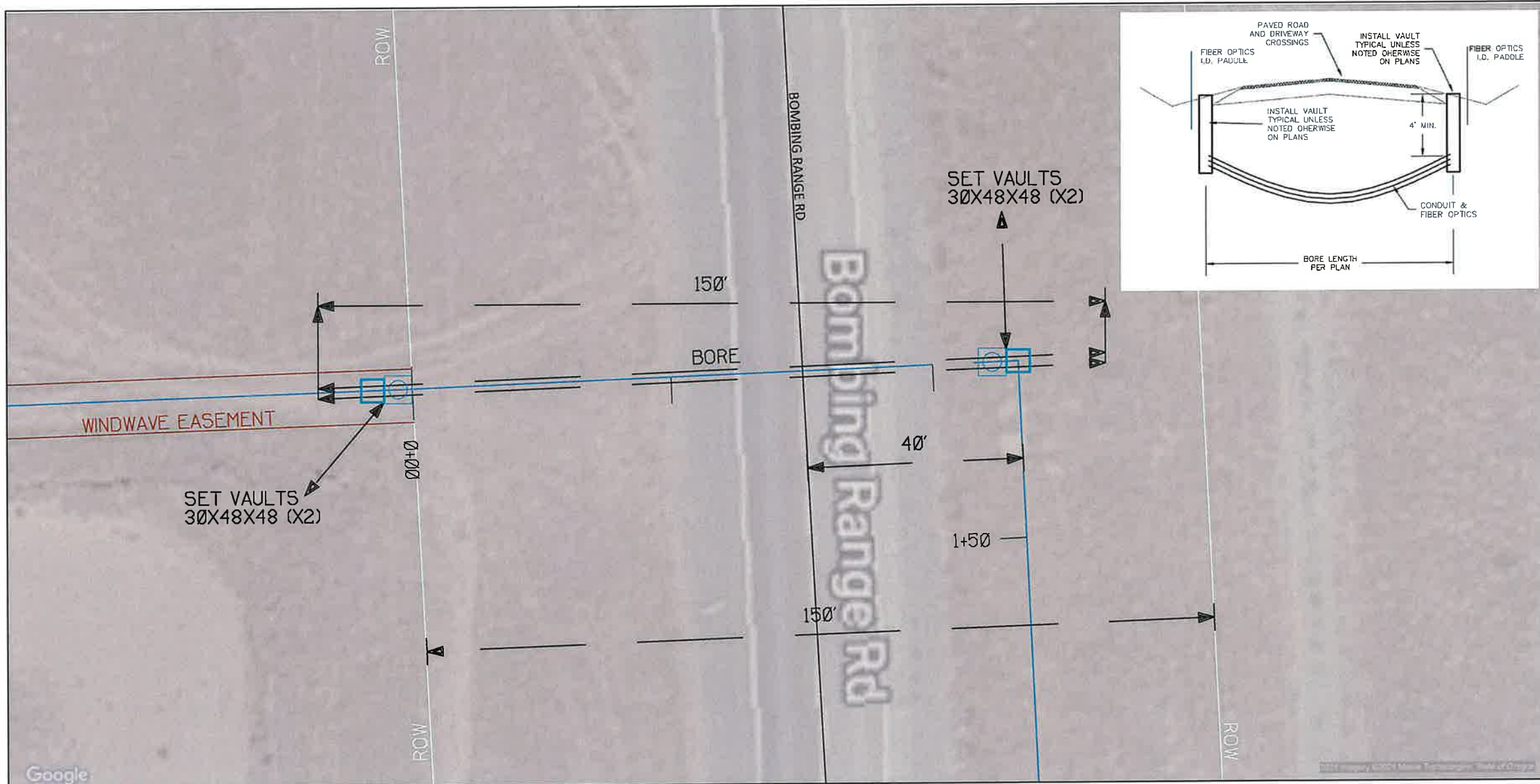
## WINDWAVE CONDUIT INSTALLATION-BOMBING RANGE

DATE: 03/17/2021

SCALE: 1:200

WD NUMBER: JAND Bombing Range

SHEET 4



REVISIONS	BY
03/17/2021	JH

Permit  
ORN



DATE:	03/17/2021
SCALE:	1:10
NO NUMBER AND Bombing Range	
SHEET X1	

## WINDWAVE CONDUIT INSTALLATION-BOMBING RANGE (CROSSING DETAIL)

Windwave Communications

**PERMIT SIGN-OFF** Permit #ORO

Date Submitted: 03/18/2021

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

Applicant Notified: 1st: \_\_\_\_\_ Final: \_\_\_\_\_

**INSPECTION INFORMATION:**

Follow up inspection date: \_\_\_\_\_

\_\_\_\_\_ Approved Signed \_\_\_\_\_

\_\_\_\_\_ Not Approved Reasons \_\_\_\_\_

\_\_\_\_\_

Actions \_\_\_\_\_

\_\_\_\_\_

Notes/Comments:



Return to:  
**MORROW COUNTY PUBLIC WORKS**  
365 West Highway 74  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500

APPLICATION #: ORO  
COUNTY ROAD #: 930  
ROAD NAME: Patterson Ferry Road

**Applicant Mailing Address**  
Windwave Communications  
Name (Business Name, Attn: Name)  
73500 Rupe Kennedy Rd  
Mailing Address (Street/Post Office Box)  
Boardman, Or 97818  
City, State, Zip Code  
541-969-0562  
Phone Number

APPLICATION FEE:  
 (CHECK ONE) Private (\$50.00)  Utility Company (No Fee)

PAYMENT RECEIVED:  
3/10/2021 Windwave SJP  
(Date Payment Received - Amount Received - Initials)  
\$50.00 CK# 18450

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY  
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

*Please fill out this form completely in ink (Blue or Black) or type.*

We, Windwave Communicaitons 73500 Rupe Kennedy Rd  
(Name - Individual/Business) (Physical Address) (Work Order Number)  
hereby request permission either to locate within County Road right of way or cross  
Morrow County road Paterson Ferry Rd at 0 miles from nearest  
(Name of County Road) (Miles)  
interstecction with road Highway 730 34/03/ 5N/4N/4N 26E/26E/26E  
(Name of County Road) (Section) (Township) (Range)  
E.W.M. with a Communication Line of 7"x7", Center Line 20'-30' distance  
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)  
from R/W line 4' depth of line or pipe, E X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.  
**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**  
Page 1 LY Page 2 LY  
(Initial) (Initial)

**Additional Terms and Conditions to be noted here.**

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature] DATE: 3-17-21  
(Signature of Authorized Permittee) (Date Signed)

State of Oregon  
County of Morrow  
This instrument was acknowledged before me on the 17 of March, 20 21  
by [Signature]  
Sandra Pointer  
Notary Public - State of Oregon

OFFICIAL STAMP  
**SANDRA NOEL POINTER**  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 974443  
MY COMMISSION EXPIRES MAY 01, 2022

Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Assistant Road Master) (Date Signed)  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Public Works Director) (Date Signed)

ATTEST: \_\_\_\_\_  
(Morrow County Clerk)

**PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

**SPECIFICATIONS:**

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

**ROAD CROSSING:**

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
  1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with  $\frac{3}{4}$ " – 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
  2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" – 0" or  $\frac{3}{4}$ " – 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration – Pipelines
  1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
  2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

**ADJACENT TO ROADWAY:**

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be  $\frac{3}{4}$ " – 0" rock.

*Permit*  
*ORO*

## TRAFFIC

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

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THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK - HOLD AT ANGLE TO VIEW

WINDWAVE COMMUNICATIONS, INC.

PO BOX 1390  
BOARDMAN, OR 97818  
PH (800) 862-8508

No. 18450

96-353/1232

Bank of Eastern Oregon  
Heppner, OR 97836

FIFTY AND NO. / 100\*\*\*\*\*

MORROW COUNTY PUBLIC WORKS  
PO BOX 428  
LEXINGTON OR 97839

DATE	CHECK NO.	AMOUNT
03/02/2021	18450	\$*****50.00

1163

Permit # ORO

*Lynn M Rodriguez*

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 18450 ⑆ ⑆ 123 203535 ⑆ 76 10093 24 2 ⑆

- 202220-3303241
- 202220-3303515
- 202220-3303540
- 202220-3303541
- 202220-3303542
- 202220-3303544
- 202220-3303555
- 202220-3303617
- 202220-3303619
- 202220-3404043
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- 202220-3404045
- 202220-3604187
- 202220-3604188
- 202220-3646909
- 202220-3646912
- 202220-3576938
- 202220-3807075
- 202220-3808070
- 202220-3903821

- FLOOD CONTROL DEPOS
- Public Land Sales
- Title II Project Grant
- 1% Bike and Trails
- Gas Tax/Vehicle Lic Fee
- Special Co. Road Funds
- Fund Exchange Agreement
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- Approach Permit Fees
- Rural Addressing
- Misc. Revenues
- Sheriff Fuel
- Sale of Material
- Surplus Equip and Supplies
- Rural Investment Grant
- Reimbursed Items
- Operating Expense Loan
- Transfer from Gen. Fund

100<sup>00</sup> (2-50<sup>00</sup> checks)

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK - HOLD AT ANGLE TO VIEW

WINDWAVE COMMUNICATIONS, INC.

PO BOX 1390  
BOARDMAN, OR 97818  
PH (800) 862-8508

No. 18448

96-353/1232

Bank of Eastern Oregon  
Heppner, OR 97836

FIFTY AND NO. / 100\*\*\*\*\*

PAY TO THE ORDER OF  
MORROW COUNTY PUBLIC WORKS  
PO BOX 428  
LEXINGTON OR 97839

DATE	CHECK NO.	AMOUNT
03/02/2021	18448	\$*****50.00

1163

Permit # ORN

*Lynn M Rodriguez*

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 18448 ⑆ ⑆ 123 203535 ⑆ 76 10093 24 2 ⑆

We at Windwave would like to get access to install conduit and fiber optic in the Morrow County right of way starting at the intersection of Hwy 730 and Patterson Ferry Rd. We plan on doing a drill shot under highway 730 and start our route on the west side of the Patterson Ferry for 0.07 miles then we will do a drill shot under Patterson Ferry to the east side of the road. We plan to stay on the east side of the road for the duration of our installation which is 2.7 miles to the south just after the Railroad Tracks. The package we will install will include 4- 2" SDR 11 conduits and 3-1 1/4" SDR 11 conduits taking up a 7"x7" space and will be 4' in depth. We plan to install the fiber 20-30 feet off center line. We are subject to change route depending on existing items already in the ground. Please reach out to Leon Luna with any questions.

## **Leon Luna**

Engineering Specialist

541-969-0562

[lluna@windwave.tc](mailto:lluna@windwave.tc)



Permit #  
080

# Morrow County Overview

## Legend

-  (1) Olson North
-  (2) Olson South
-  (3) Kunze
-  (4) Windy River
-  (5) Bombing Range
-  (6) Homestead
-  (7) Patterson Ferry

730

Old Oregon Trail Hwy

Permit #  
ORO

# Patterson Ferry

## Legend

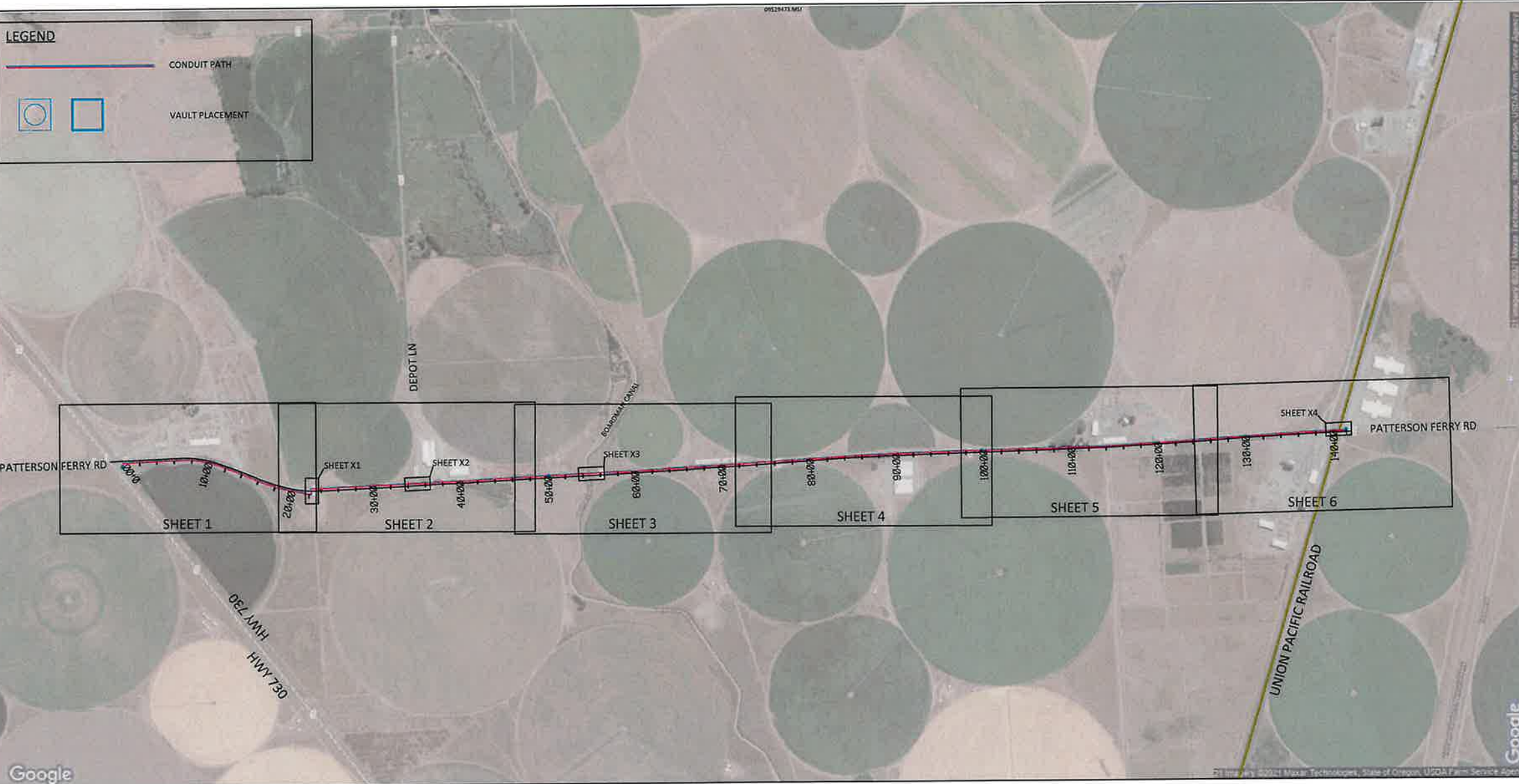
-  (1) Olson North
-  (2) Olson South
-  (3) Kunze
-  (4) Windy River
-  (5) Bombing Range
-  (6) Homestead
-  (7) Patterson Ferry



1 mi

Permit #  
ORD

**LEGEND**



REVISIONS	BY
03/16/2021	JH

**PLAN SHEETS**

O1 - PLAN VIEW
O2 - PLAN VIEW
O3 - PLAN VIEW
O4 - PLAN VIEW
O5 - PLAN VIEW
O6 - PLAN VIEW

**DETAIL SHEETS**

X1 - CROSSING DETAIL
X2 - BORE DETAIL
X3 - BORE DETAIL
X4 - BORE DETAIL

Google

DATE:	03/16/2021
SCALE:	1:600
PROJECT NUMBER AND LOCATION:	WINDWAVE AND Patterson Ferry
COVER SHEET	

**WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY**

*Permit # 080*





SHEET 2

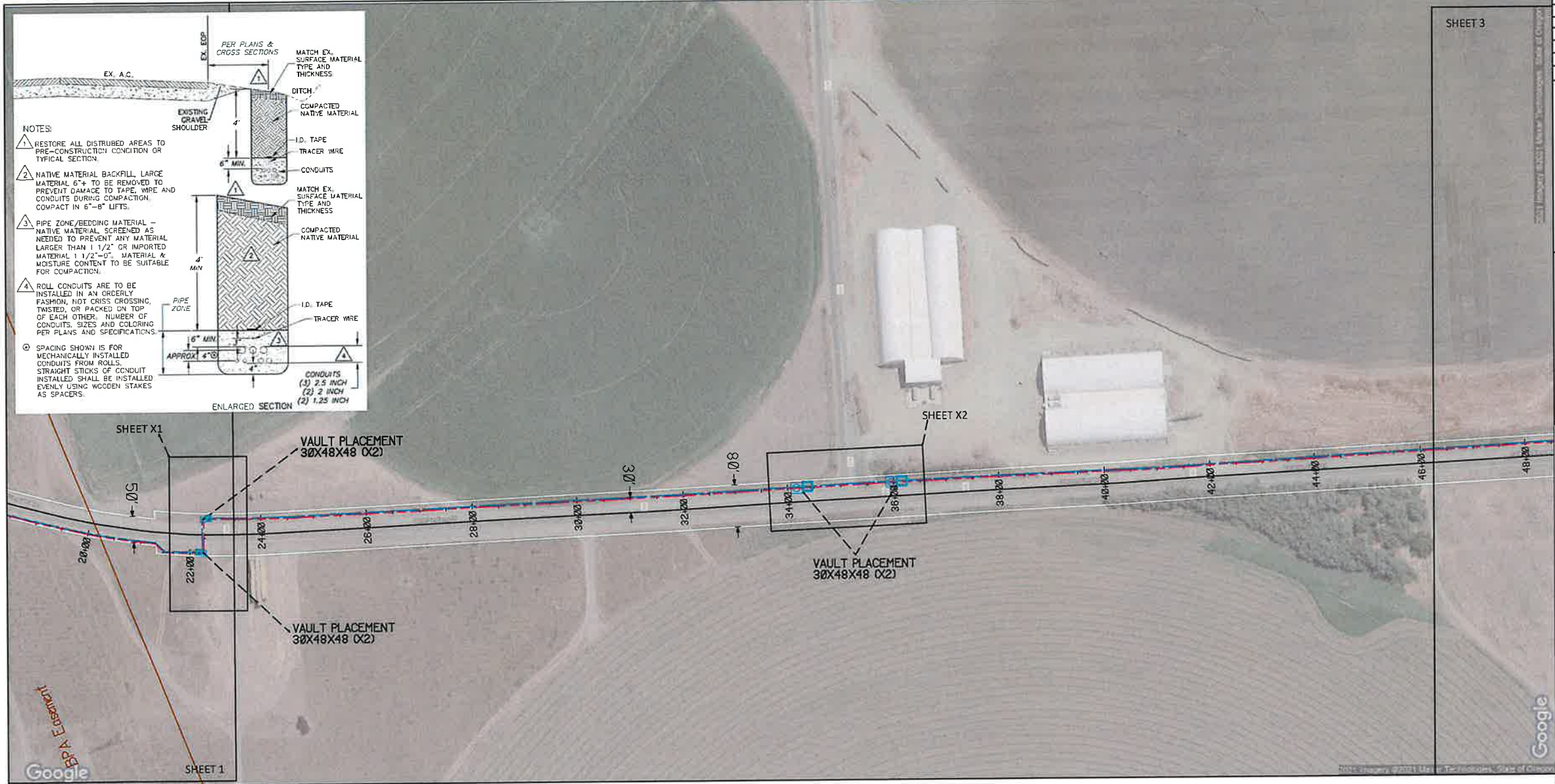
REVISIONS	BY
03/16/2021	JH

Permit  
ORO



DATE: 03/16/2021  
 SCALE: 1:100  
 W3 NUMBER: APN2 Patterson Ferry  
 SHEET 1

# WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY



# WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY

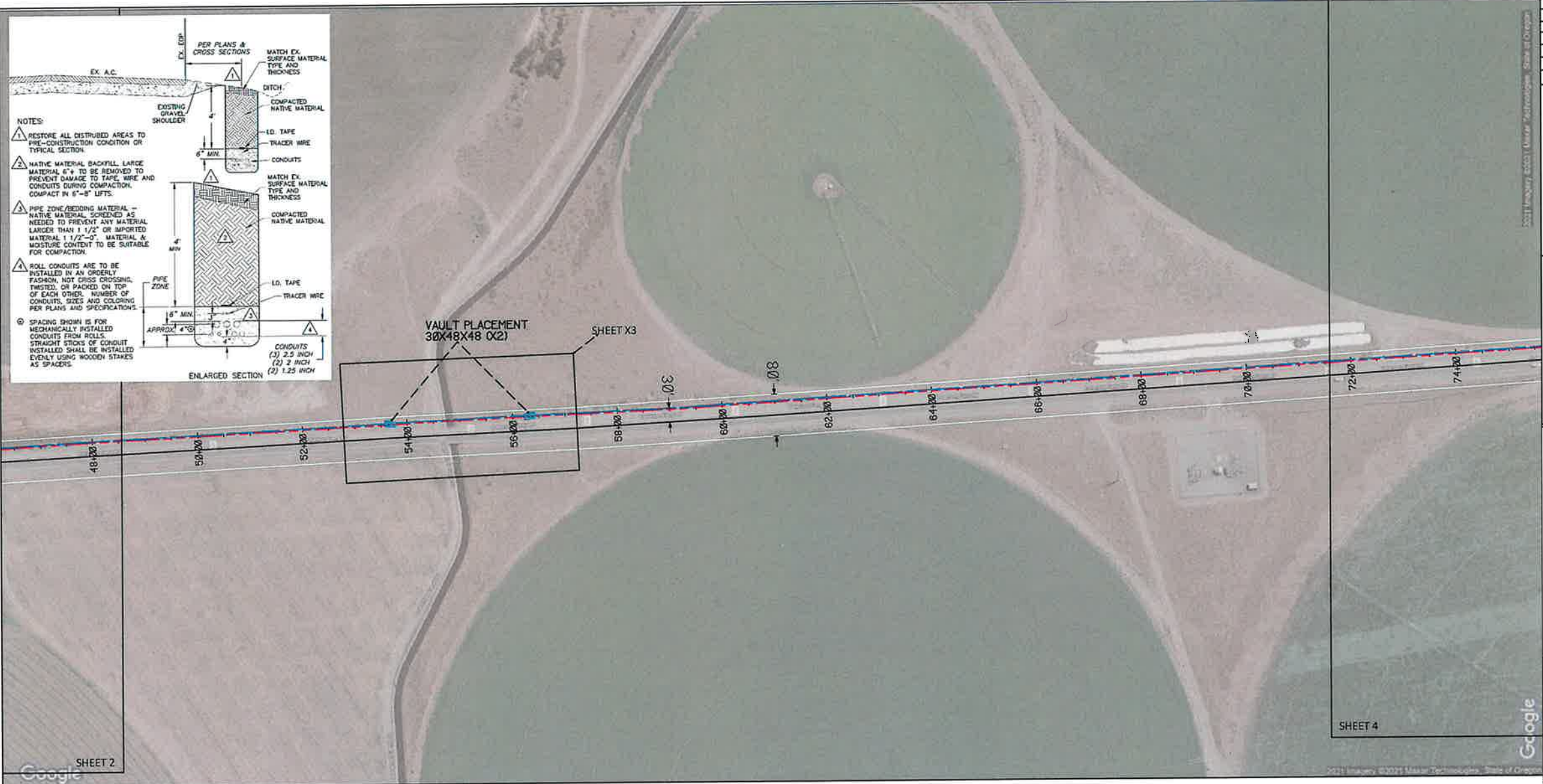
SHEET 3

REVISIONS	BY
03/16/2021	JH

Permit  
DRD

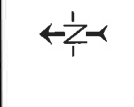


DATE	03/16/2021
SCALE	1:100
PROJECT NAME	Windwave Patterson Ferry
SHEET	SHEET 2



REVISIONS	BY
03/21/2021	JH

Permit  
ORO



DATE	03/21/2021
SCALE	1:100
WF NUMBER/DATE	Patterson Ferry
SHEET	3

# WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY



Google

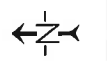
SHEET 5

Google

MTI Imagery ©2021 Maxar Technologies, State of Oregon

REVISIONS	BY
03/16/2021	JH

Permit  
OLO



DATE: 03/16/2021

SCALE: 1:100

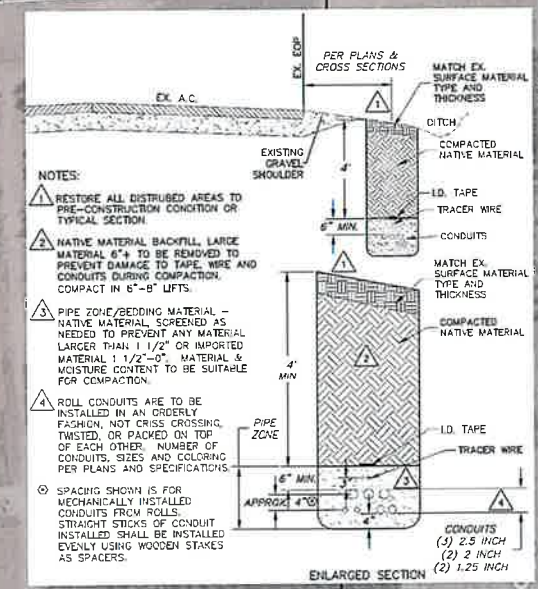
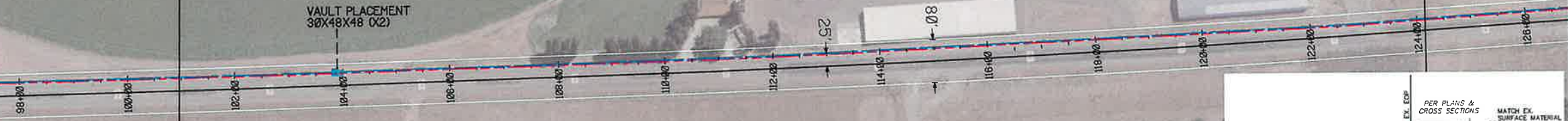
WD NUMBER: 2021 Patterson Ferry

SHEET 4

# WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY

SHEET 4

VAULT PLACEMENT  
30X48X48 (X2)



SHEET 6

REVISIONS	BY
03/16/2021	JH

Permit  
ORO



Google

# WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY

DATE: 03/16/2021

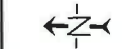
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PROJECT: Windwave Patterson Ferry

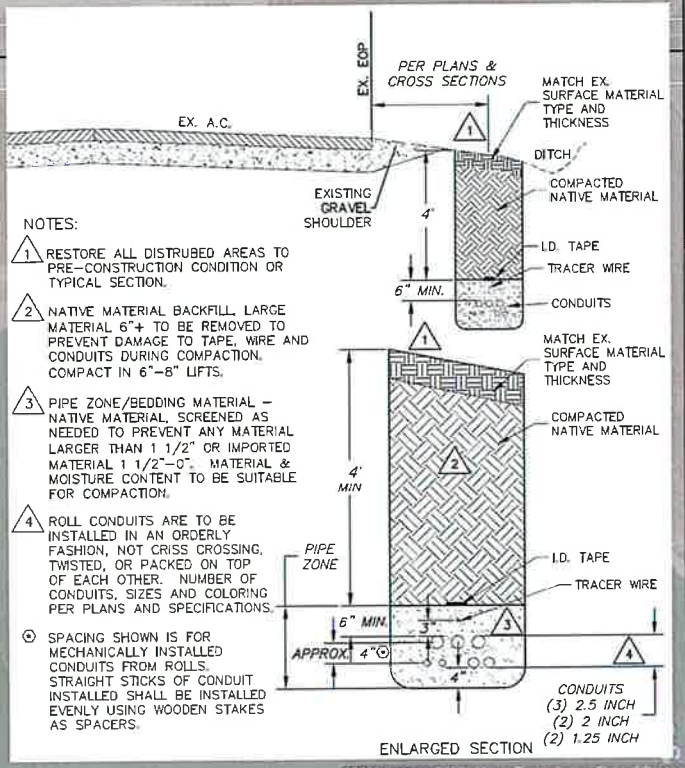
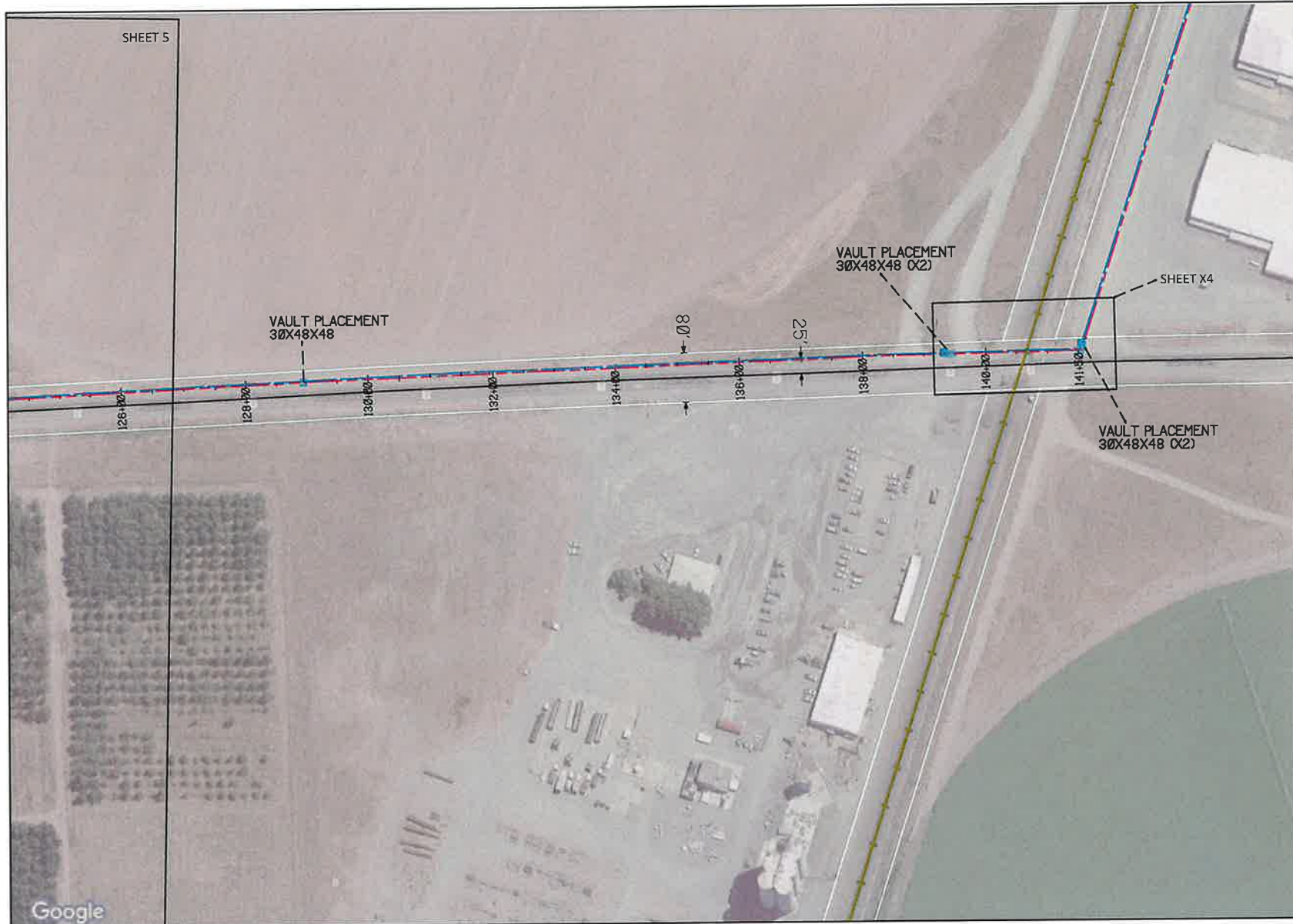
SHEET 5

REVISIONS	BY
03/16/2021	JH

Permit  
ORO



DATE:	03/16/2021
SCALE:	1:100
W3 NUMBER:	W3 Patterson Ferry
SHEET	6



- NOTES:
- 1 RESTORE ALL DISTURBED AREAS TO PRE-CONSTRUCTION CONDITION OR TYPICAL SECTION.
  - 2 NATIVE MATERIAL BACKFILL. LARGE MATERIAL 6"+ TO BE REMOVED TO PREVENT DAMAGE TO TAPE, WIRE AND CONDUITS DURING COMPACTION. COMPACT IN 6"-8" LIFTS.
  - 3 PIPE ZONE/BEDDING MATERIAL - NATIVE MATERIAL, SCREENED AS NEEDED TO PREVENT ANY MATERIAL LARGER THAN 1 1/2" OR IMPORTED MATERIAL 1 1/2"-0". MATERIAL & MOISTURE CONTENT TO BE SUITABLE FOR COMPACTION.
  - 4 ROLL CONDUITS ARE TO BE INSTALLED IN AN ORDERLY FASHION, NOT CRISS CROSSING, TWISTED, OR PACKED ON TOP OF EACH OTHER. NUMBER OF CONDUITS, SIZES AND COLORING PER PLANS AND SPECIFICATIONS.
- ⊙ SPACING SHOWN IS FOR MECHANICALLY INSTALLED CONDUITS FROM ROLLS. STRAIGHT STICKS OF CONDUIT INSTALLED SHALL BE INSTALLED EVENLY USING WOODEN STAKES AS SPACERS.

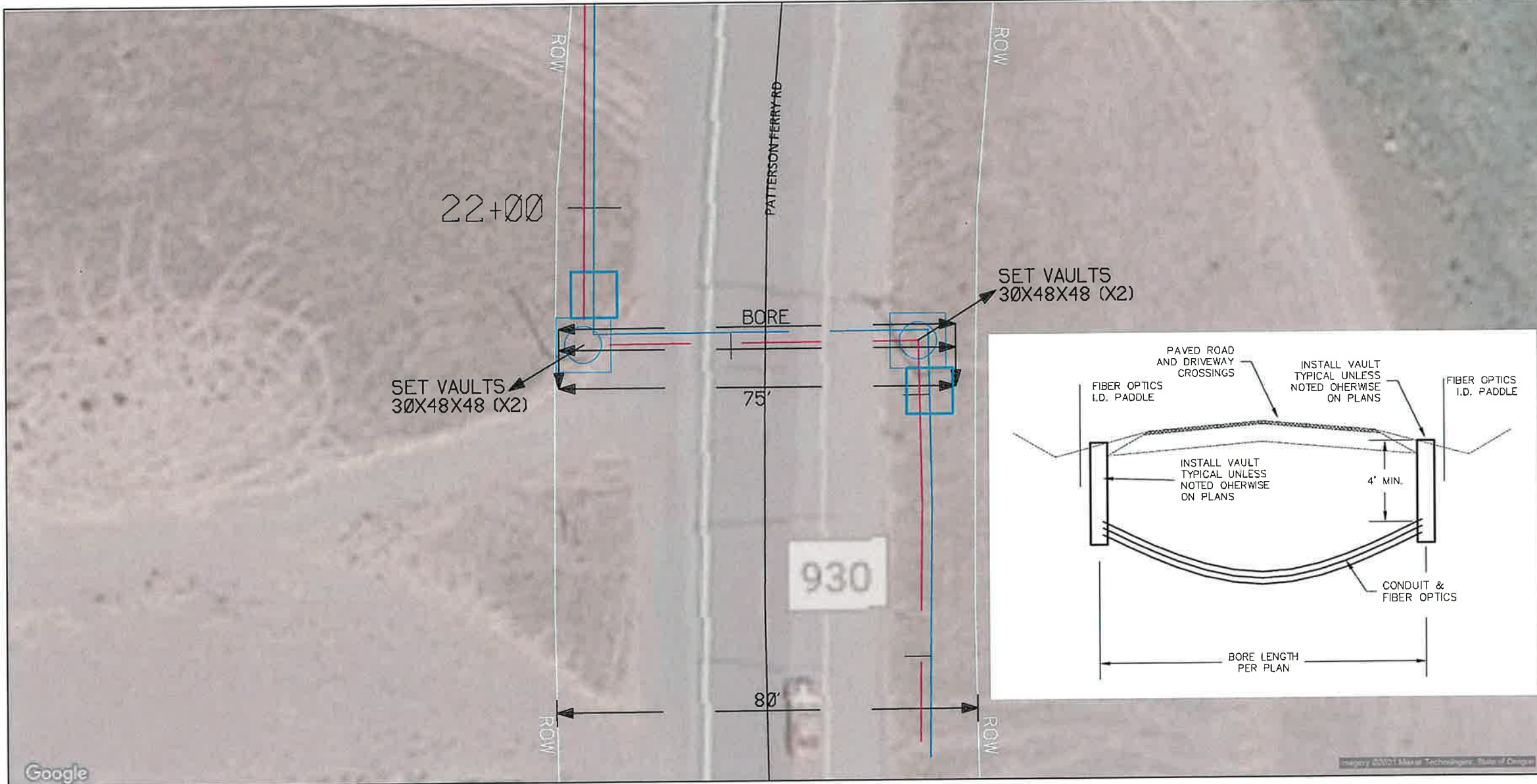
Google

# WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY

SHEET 5

REVISIONS	BY
03/16/2021	JH

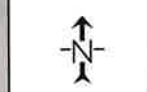
Permit  
OKO



Google

imagery ©2021 Maxar Technologies, State of Oregon

### WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY (CROSSING DETAIL)

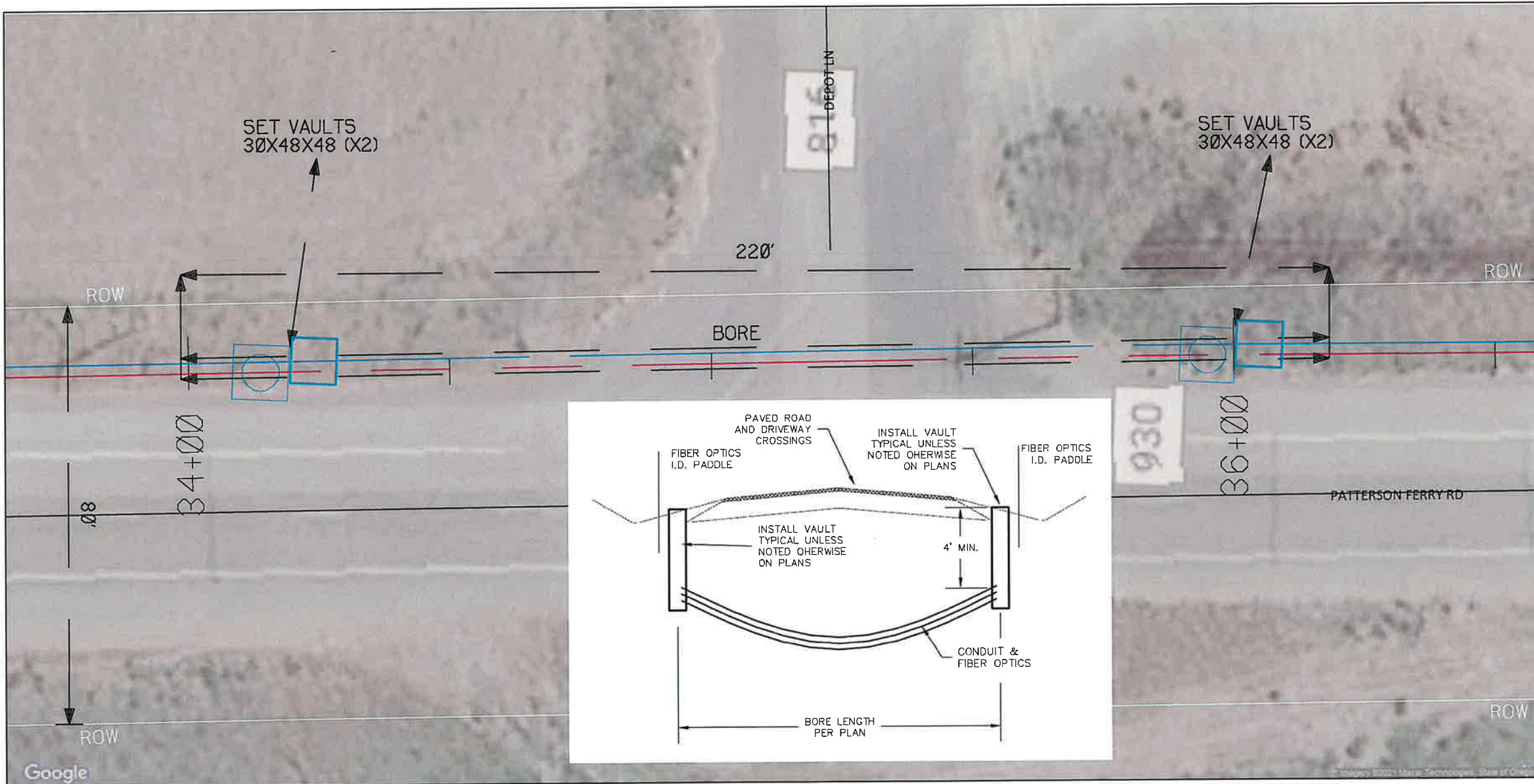


DATE: 03/16/2021

SCALE: 1:10

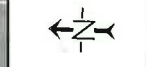
#0 N41868-AP102 Patterson Ferry

SHEET X1



REVISIONS	BY
03/16/2021	JH

Permit  
OKO



WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY  
(DEPOT LN BORE DETAIL)

DATE: 03/16/2021

SCALE: 1:10

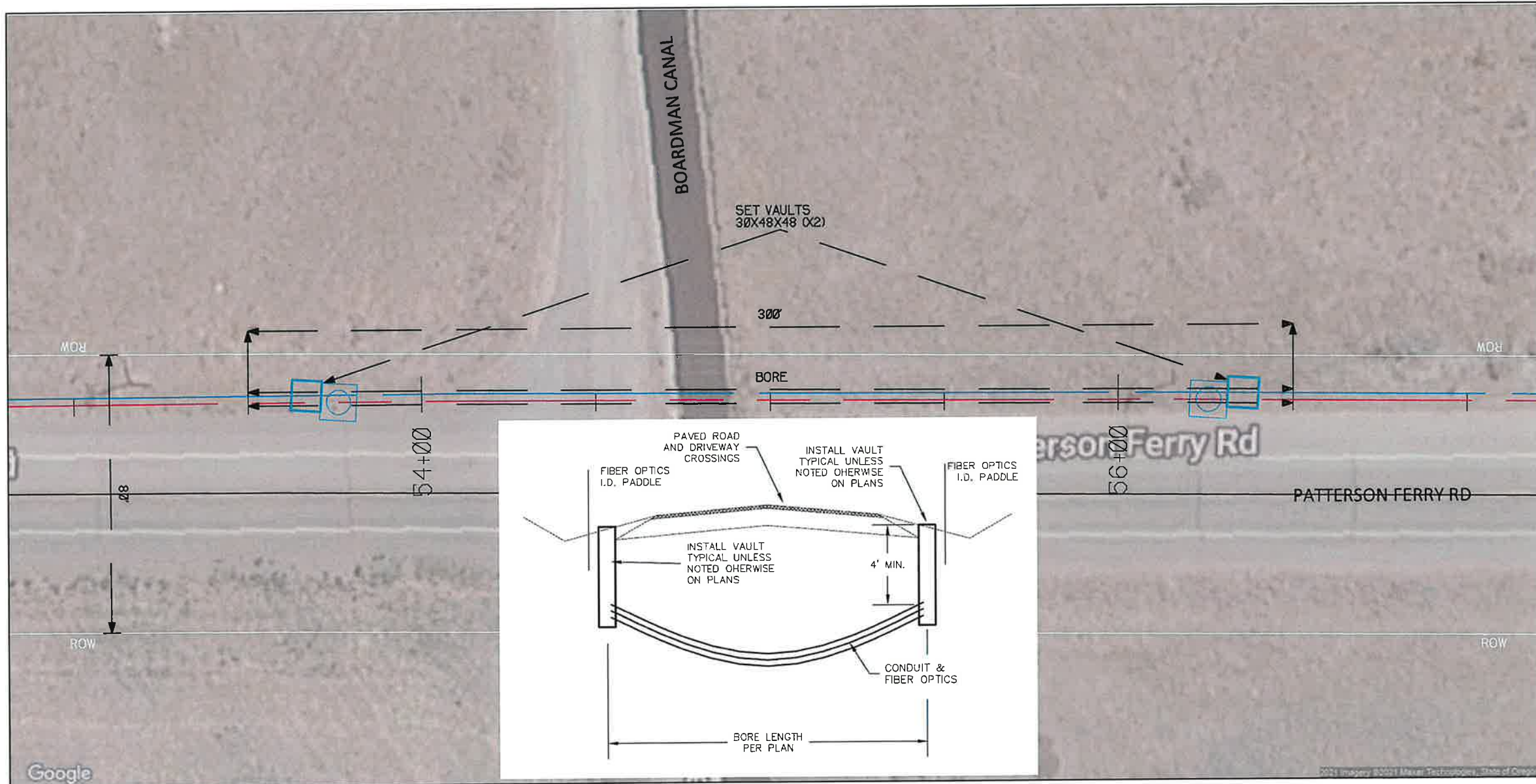
WD NUMBER: JANC Patterson Ferry

SHEET X2



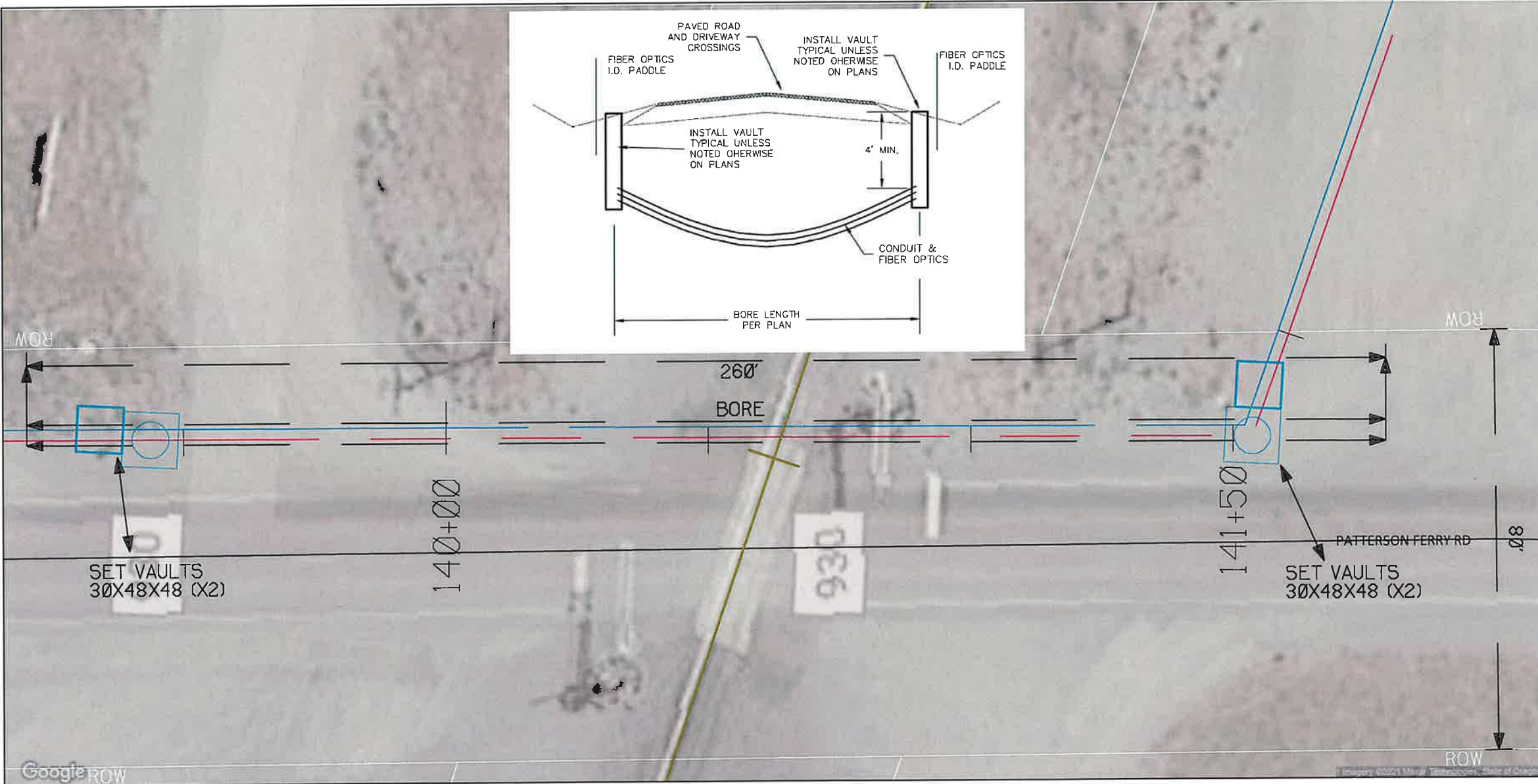
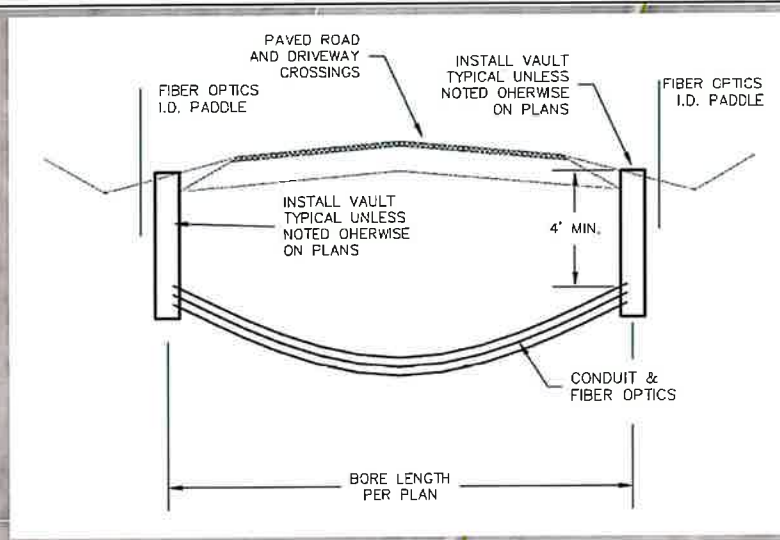
REVISIONS	BY
03/16/2021	JH

Permit  
ORO



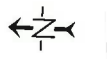
# WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY (CANAL BORE DETAIL)

DATE:	03/16/2021
SCALE:	1:15
PROJECT NUMBER:	WAVE-Patterson Ferry
SHEET:	X3



REVISIONS	BY
03/16/2021	JH

Permit  
ORO



DATE	03/16/2021
SCALE	1:10
WD NUMBER	WD Patterson Ferry
SHEET X4	

WINDWAVE CONDUIT INSTALLATION-PATTERSON FERRY  
(RR BORE DETAIL)

Return to:  
**MORROW COUNTY PUBLIC WORKS**  
365 West Highway 74  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500

APPLICATION #: ORP  
COUNTY ROAD #: 689  
ROAD NAME: Olson Rd SE

**Applicant Mailing Address**

Windwave Communications  
Name (Business Name, Attn: Name)  
73500 Rupe Kennedy Rd  
Mailing Address (Street/Post Office Box)  
Boardman, Or 97818  
City, State, Zip Code  
541-969-0562  
Phone Number

APPLICATION FEE:  
(CHECK ONE)  
 Private (\$50.00)     Utility Company (No Fee)

PAYMENT RECEIVED:  
03-25-2021 - \$50.00  
(Date Payment Received - Amount Received - Initials)  
CK# 18456

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY  
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

*Please fill out this form completely in ink (Blue or Black) or type.*

We, Windwave Communicaitons 73500 Rupe Kennedy Rd Boardman OR 97818  
(Name - Individual/Business) (Physical Address) (Work Order Number)

hereby request permission either to locate within County Road right of way or cross  
Morrow County road Olson Rd SE at 0 miles from nearest  
(Name of County Road) (Miles)

interstecation with road Kunze Rd SE 10/15 4N/4N 25E/25E  
(Name of County Road) (Section) (Township) (Range)

E.W.M. with a Communication Line of 7"x7", Center Line 8'-20' distance  
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)

from R/W line 4' depth of line or pipe, E X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**


Page 1 [Signature] Page 2 [Signature]  
(Initial) (Initial)

**Additional Terms and Conditions to be noted here.**

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature] DATE: 3-25-21  
(Signature of Authorized Permittee) (Date Signed)

State of Oregon  
County of MORROW  
This instrument was acknowledged before me on March 24, 20 21  
by Leon Lura  
Notary Public - State of Oregon



Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Assistant Road Master) (Date Signed)

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Public Works Director) (Date Signed)

ATTEST: \_\_\_\_\_  
(Morrow County Clerk)

**PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

**SPECIFICATIONS:**

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

**ROAD CROSSING:**

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
  1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with  $\frac{3}{4}$ " – 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
  2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" – 0" or  $\frac{3}{4}$ " – 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration – Pipelines
  1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
  2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

**ADJACENT TO ROADWAY:**

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be  $\frac{3}{4}$ " – 0" rock.

## **TRAFFIC**

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

## **INSURANCE**

- A. Permittee must carry all necessary liability to protect the public at all times.

## **REPAIRS**

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

## **REMOVAL, RELOCATION AND REPAIR**

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

We at Windwave would like to get access to install conduit and fiber optic in the Morrow County right of way starting at the most Northern part of Olson Rd SE and go south 1.25 miles to Kunze Rd SE. We will perform a drill shot under Wilson LN SE and continue south to Kunze Rd SE. We will also be drilling under irrigation ditches and private irrigation piping. The package will be installed on the east side of the road, the package we will install will include 4- 2" SDR 11 conduits and 3-1 1/4" SDR 11 conduits taking up a 7"x7" space and will be 4ft in depth. We plan to install the fiber 8-20 feet off center line. We are subject to change route depending on existing items already in the ground. Please reach out to Leon Luna with any questions.

**Leon Luna**

Engineering Specialist

541-969-0562

[lluna@windwave.tc](mailto:lluna@windwave.tc)



Permit #  
ORP

**LEGEND**

— CONDUIT PATH

○ □ VAULT PLACEMENT



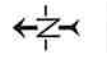
REVISIONS	BY
03/24/2021	JH

PLAN SHEETS

1 - PLAN VIEW  
2 - PLAN VIEW  
3 - PLAN VIEW

DETAIL SHEETS

X1 - WETLAND BORE  
X2 - WILSON/IRRIGATION CROSSING  
X3 - IRRIGATION CROSSING



DATE: 03/24/2021

SCALE: 1:300

NO NUMBER AND DATE

COVER

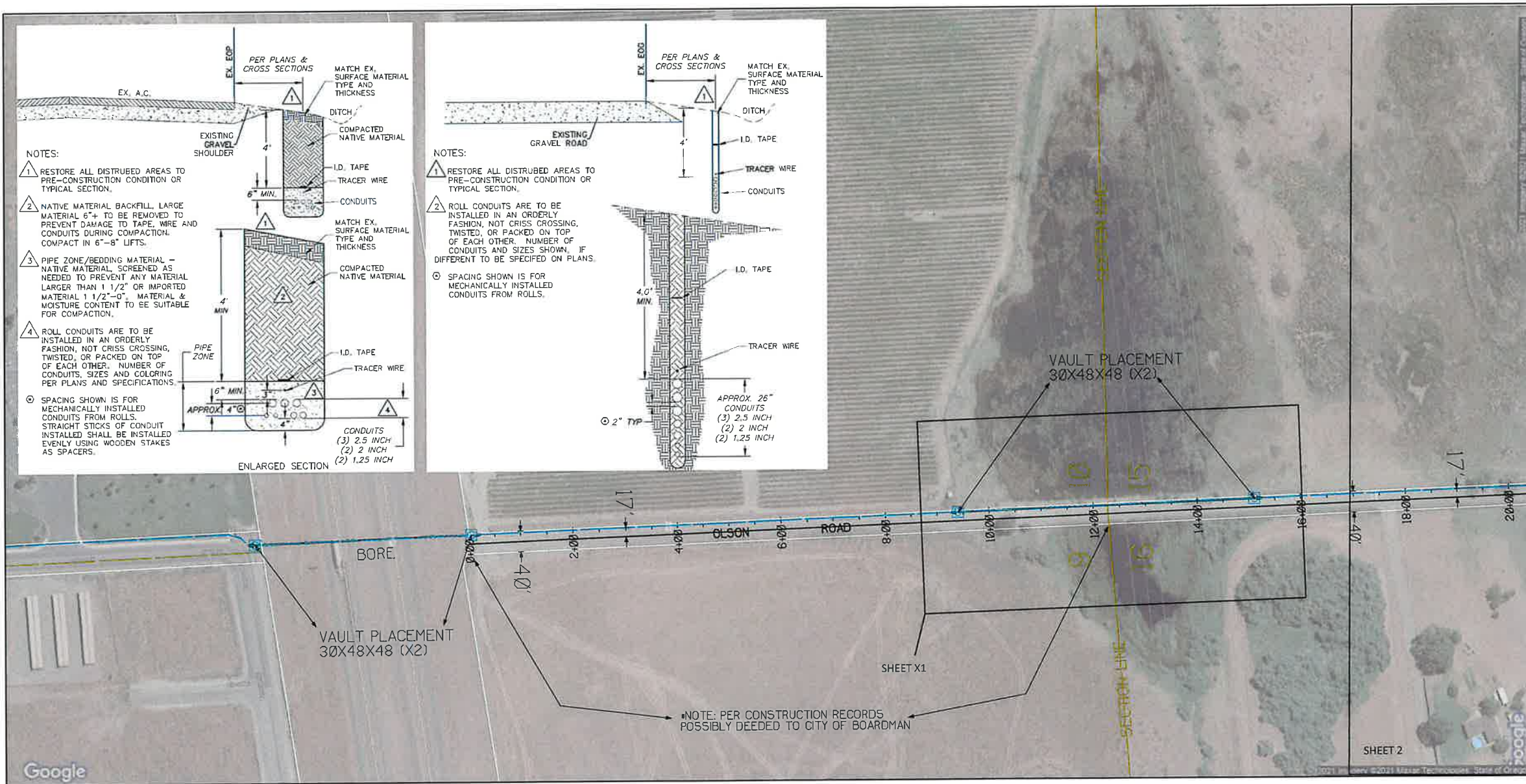
# WINDWAVE CONDUIT INSTALLATION-OLSON ROAD

REVISIONS	BY
03/24/2021	JH

Permit # CRP




DATE:	03/24/2021
SCALE:	1:100
W3 NUMBER AND DATE	
SHEET 1	



# WINDWAVE CONDUIT INSTALLATION-OLSON ROAD

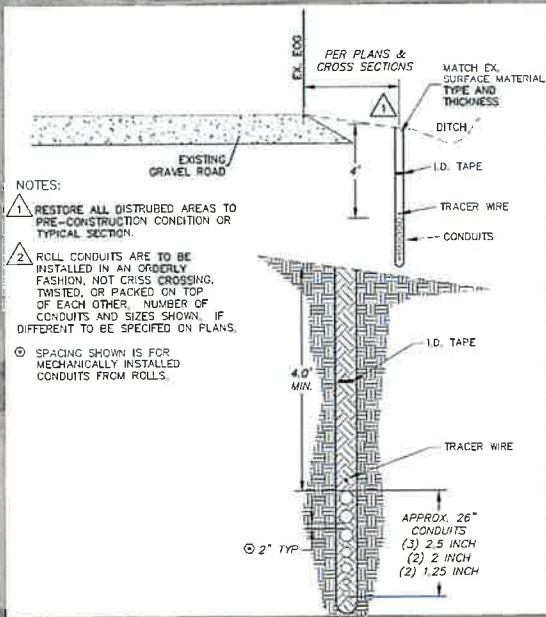
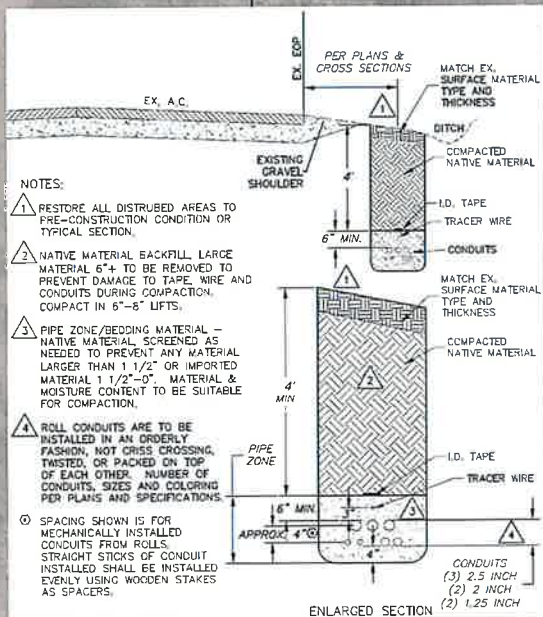
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SHEET 2

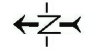
NOTE: PER CONSTRUCTION RECORDS POSSIBLY DECEDED TO CITY OF BOARDMAN



REVISIONS	BY
03/24/2021	JH




Permit # ORP

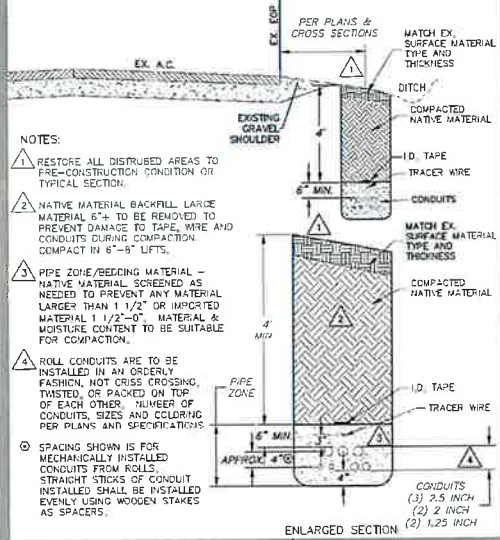


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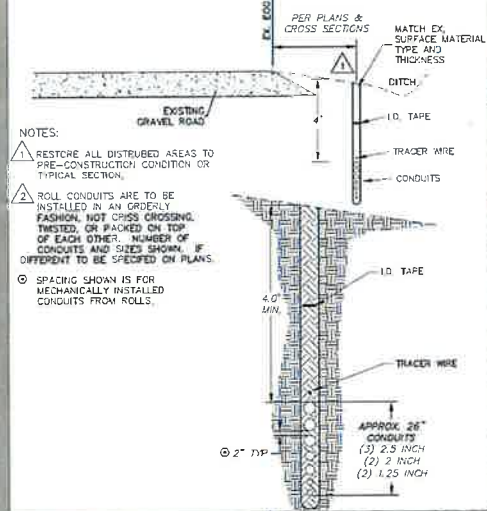
WD NUMBER: JAP2 0314 14

SHEET 2

### WINDWAVE CONDUIT INSTALLATION-OLSON ROAD

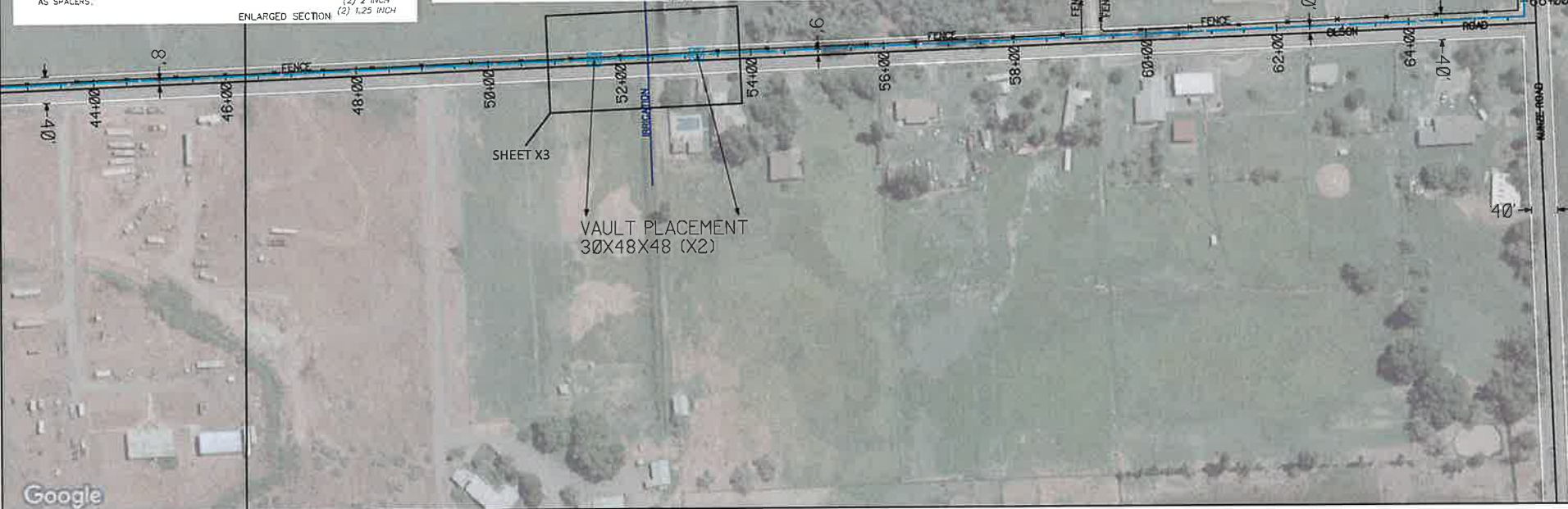


- NOTES:
- 1. RESTORE ALL DISTURBED AREAS TO PRE-CONSTRUCTION CONDITION OR TYPICAL SECTION.
  - 2. NATIVE MATERIAL BACKFILL LARGE MATERIAL 6\"/>



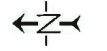
- NOTES:
- 1. RESTORE ALL DISTURBED AREAS TO PRE-CONSTRUCTION CONDITION OR TYPICAL SECTION.
  - 2. ROLL CONDUITS ARE TO BE INSTALLED IN AN ORDERLY FASHION, NOT CRISS CROSSING, TWISTED, OR PACKED ON TOP OF EACH OTHER. NUMBER OF CONDUITS AND SIZES SHOWN, IF DIFFERENT TO BE SPECIFIED ON PLANS.
  - 3. SPACING SHOWN IS FOR MECHANICALLY INSTALLED CONDUITS FROM ROLLS.

APPROX. 26\"/>



REVISIONS	BY
03/24/2021	JH

Permit # ORP



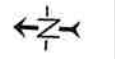
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NO. NUMBER/AMOUNT	
SHEET 3	

WINDWAVE CONDUIT INSTALLATION-OLSON ROAD

REVISIONS	BY
03/24/2021	JH



Remit # OPP



Google

DATE 03/24/2021

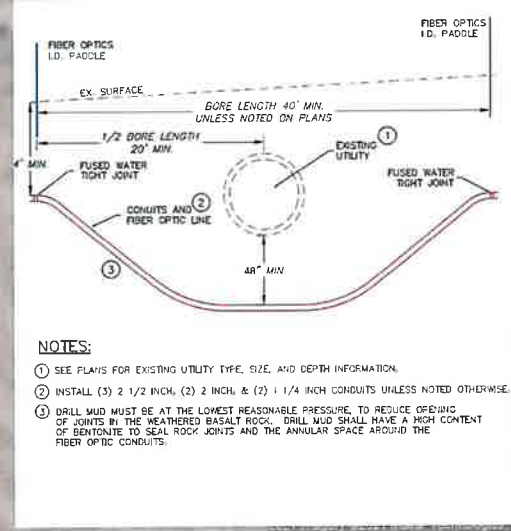
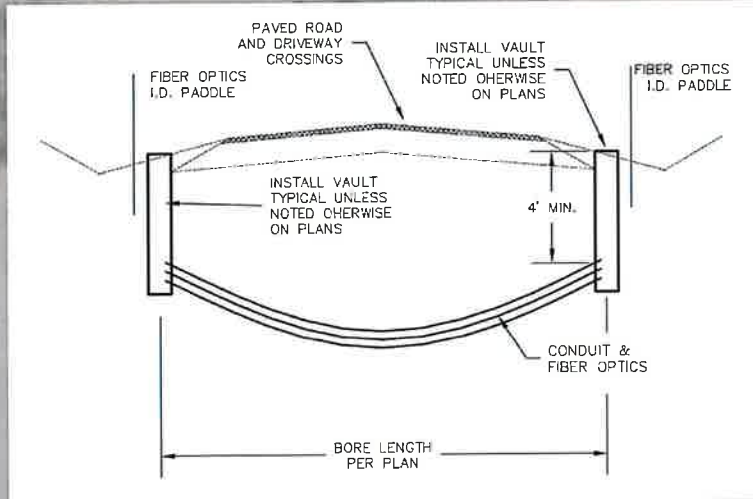
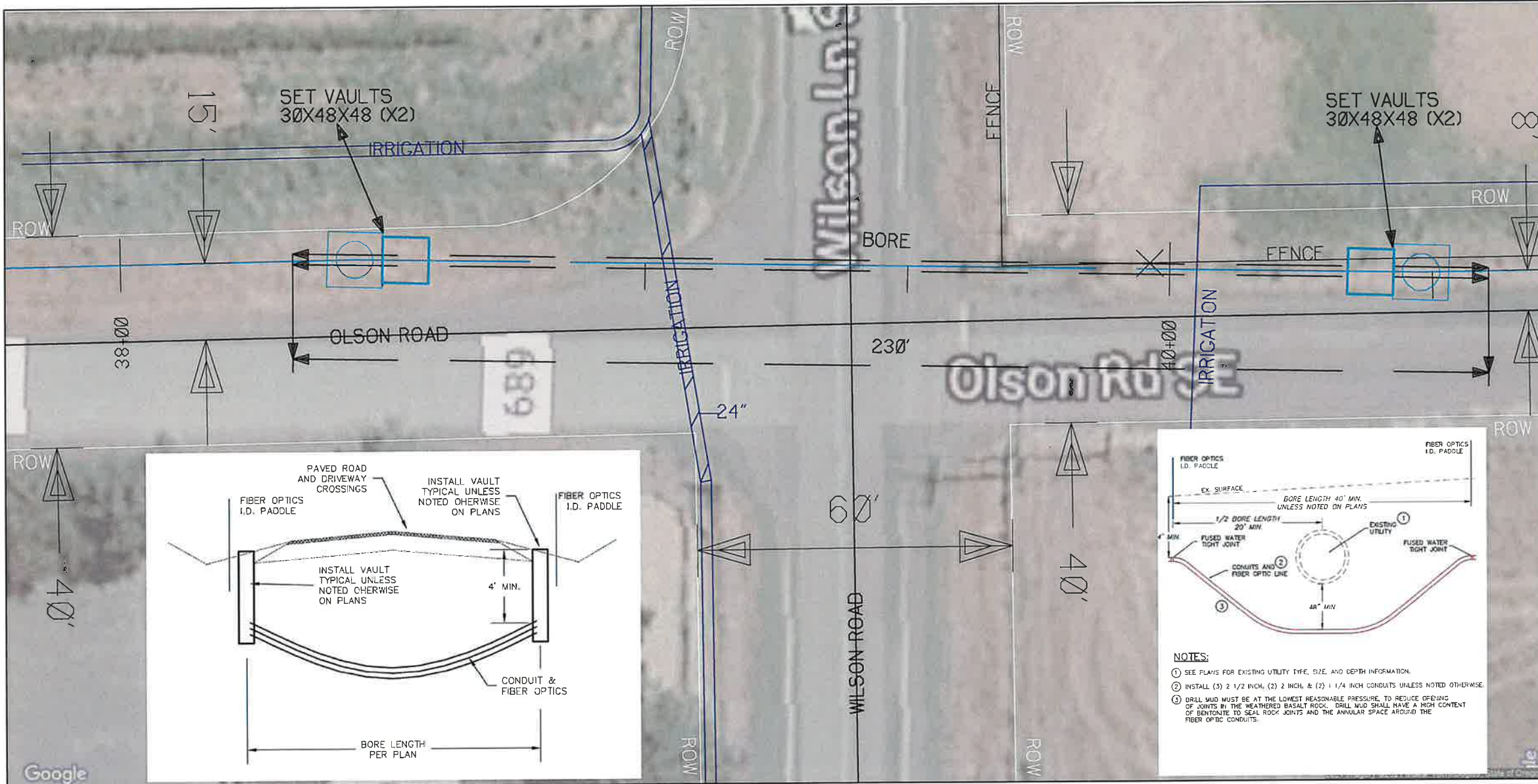
SCALE 1:25

NO NUMBER AND DATE

SHEET X1

# WINDWAVE CONDUIT INSTALLATION-OLSON ROAD

REVISIONS	BY
03/24/2021	JM



- NOTES:**
- ① SEE PLANS FOR EXISTING UTILITY TYPE, SIZE, AND DEPTH INFORMATION.
  - ② INSTALL (3) 2 1/2 INCH, (2) 2 INCH, & (2) 1 1/4 INCH CONDUITS UNLESS NOTED OTHERWISE.
  - ③ DRILL MUD MUST BE AT THE LOWEST REASONABLE PRESSURE, TO REDUCE OPENING OF JOINTS IN THE WEATHERED BASALT ROCK. DRILL MUD SHALL HAVE A HIGH CONTENT OF BENTONITE TO SEAL ROCK JOINTS AND THE ANNULAR SPACE AROUND THE FIBER OPTIC CONDUITS.

Permit # ORP

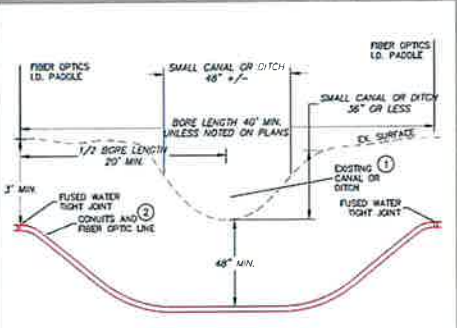


DATE: 03/24/2021  
 SCALE: 1:10  
 NO. DRAWING: CHAS. 11

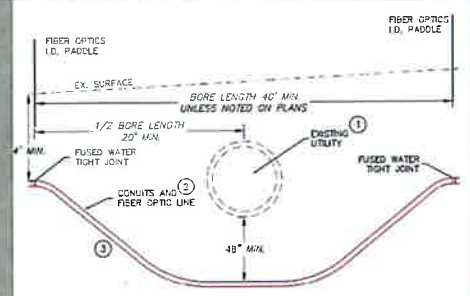
## WINDWAVE CONDUIT INSTALLATION-OLSON ROAD

SHEET X2

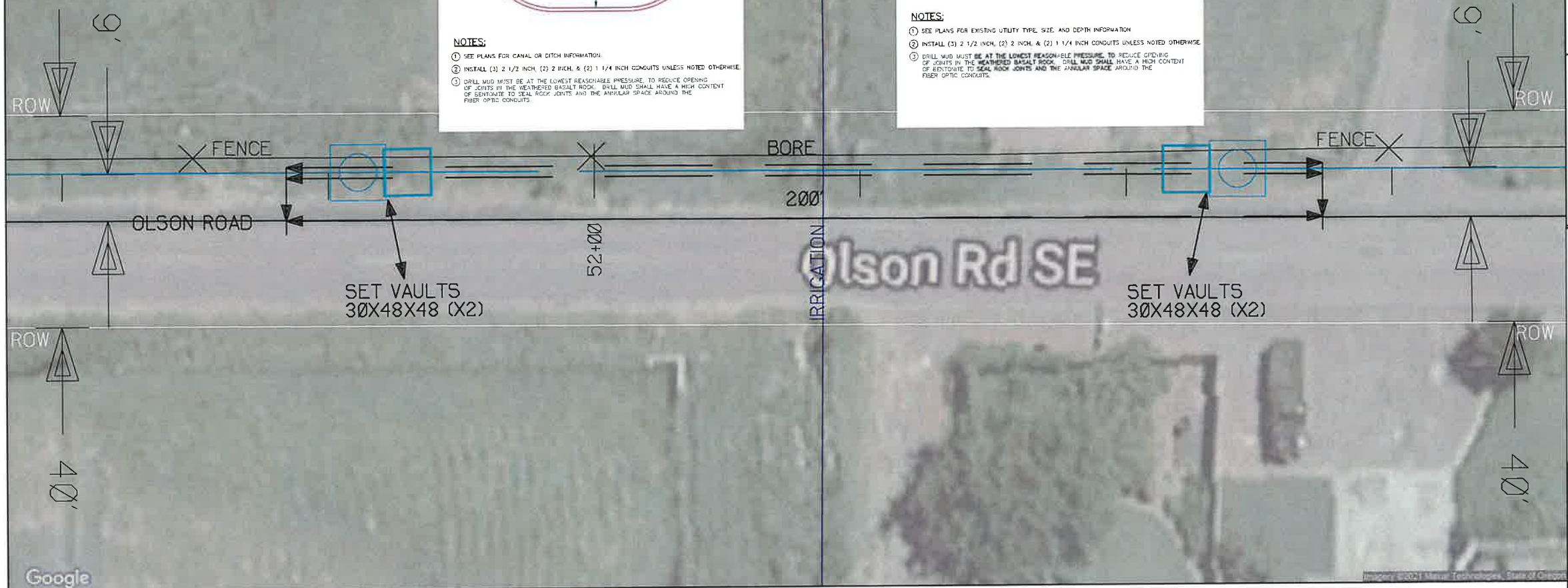
REVISIONS	BY
03/24/2021	JH



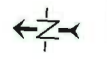
- NOTES:**
- ① SEE PLANS FOR CANAL OR DITCH INFORMATION.
  - ② INSTALL (3) 2 1/2 INCH, (2) 2 INCH, & (2) 1 1/4 INCH CONDUITS UNLESS NOTED OTHERWISE.
  - ③ DRILL MUD MUST BE AT THE LOWEST REASONABLE PRESSURE, TO REDUCE OPENING OF JOINTS IN THE WEATHERED BASALT ROCK. DRILL MUD SHALL HAVE A HIGH CONTENT OF BENTONITE TO SEAL ROCK JOINTS AND THE ANGULAR SPACE AROUND THE FIBER OPTIC CONDUITS.



- NOTES:**
- ① SEE PLANS FOR EXISTING UTILITY TYPE, SIZE, AND DEPTH INFORMATION.
  - ② INSTALL (3) 2 1/2 INCH, (2) 2 INCH, & (2) 1 1/4 INCH CONDUITS UNLESS NOTED OTHERWISE.
  - ③ DRILL MUD MUST BE AT THE LOWEST REASONABLE PRESSURE, TO REDUCE OPENING OF JOINTS IN THE WEATHERED BASALT ROCK. DRILL MUD SHALL HAVE A HIGH CONTENT OF BENTONITE TO SEAL ROCK JOINTS AND THE ANGULAR SPACE AROUND THE FIBER OPTIC CONDUITS.



Print # DPP



Google

## WINDWAVE CONDUIT INSTALLATION-OLSON ROAD

DATE: 03/24/2021

SCALE: 1:10

NO NUMBER AND COLOR

SHEET X3

Return to:  
**MORROW COUNTY PUBLIC WORKS**  
365 West Highway 74  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500

APPLICATION #: OKQ  
COUNTY ROAD #: 598  
ROAD NAME: Kunze Rd SE lane

**Applicant Mailing Address**

Windwave Communications  
Name (Business Name, Attn: Name)  
73500 Rupe Kennedy Rd  
Mailing Address (Street/Post Office Box)  
Boardman, Or 97818  
City, State, Zip Code  
541-969-0562  
Phone Number

**APPLICATION FEE:**

(CHECK ONE)  
 Private (\$50.00)  Utility Company (No Fee)

**PAYMENT RECEIVED:**

03-25-2021 - \$50.00 OKQ  
(Date Payment Received - Amount Received - Initials)

CK#17457

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY  
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

Please fill out this form completely in ink (Blue or Black) or type.

We, Windwave Communicaitons 73500 Rupe Kennedy Rd Boardman OR 97818  
(Name - Individual/Business) (Physical Address) (Work Order Number)  
hereby request permission either to locate within County Road right of way or cross  
Morrow County road Kunze Rd SE lane at 0 miles from nearest  
(Name of County Road) (Miles)  
interstecction with road Olson Rd SE 15 4N 25E  
(Name of County Road) (Section) (Township) (Range)  
E.W.M. with a Communication Line of 7"x7", Center Line 15'-20' distance  
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)  
from R/W line 4' depth of line or pipe, N X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**

Page 1 OKQ (Initial) Page 2 OKQ (Initial)

Additional Terms and Conditions to be noted here.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature] DATE: 3-25-21  
(Signature of Authorized Permittee) (Date Signed)

State of OREGON  
County of MORROW  
This instrument was acknowledged before me on March 24, 20 21  
by [Signature]  
Notary Public - State of OREGON

OFFICIAL STAMP  
KIRSTI LEA CASON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 389746  
MY COMMISSION EXPIRES JULY 21, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Assistant Road Master) (Date Signed)  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Public Works Director) (Date Signed)

ATTEST: \_\_\_\_\_  
(Morrow County Clerk)

**PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

**SPECIFICATIONS:**

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

**ROAD CROSSING:**

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
  1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with  $\frac{3}{4}$ " – 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
  2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" – 0" or  $\frac{3}{4}$ " – 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration – Pipelines
  1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
  2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

**ADJACENT TO ROADWAY:**

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be  $\frac{3}{4}$ " – 0" rock.

## **TRAFFIC**

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or “shoofly” road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

## **INSURANCE**

- A. Permittee must carry all necessary liability to protect the public at all times.

## **REPAIRS**

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County’s satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

## **REMOVEAL, RELOCATION AND REPAIR**

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.



We at Windwave would like to get access to install conduit and fiber optic in the Morrow County right of way starting at the intersection of Kunze Rd SE and Olson. We plan to stay on the North side of the road for the duration of our installation which is 0.5 miles and go east towards Miller Rd. We will also be drilling under irrigation ditches and private irrigation piping. The package we will install will include 4- 2" SDR 11 conduits and 3-1 1/4" SDR 11 conduits taking up a 7"x7" space and will be 4ft in depth. We plan to install the fiber 15-20 feet off center line. We are subject to change route depending on existing items already in the ground. Please reach out to Leon Luna with any questions.

**Leon Luna**

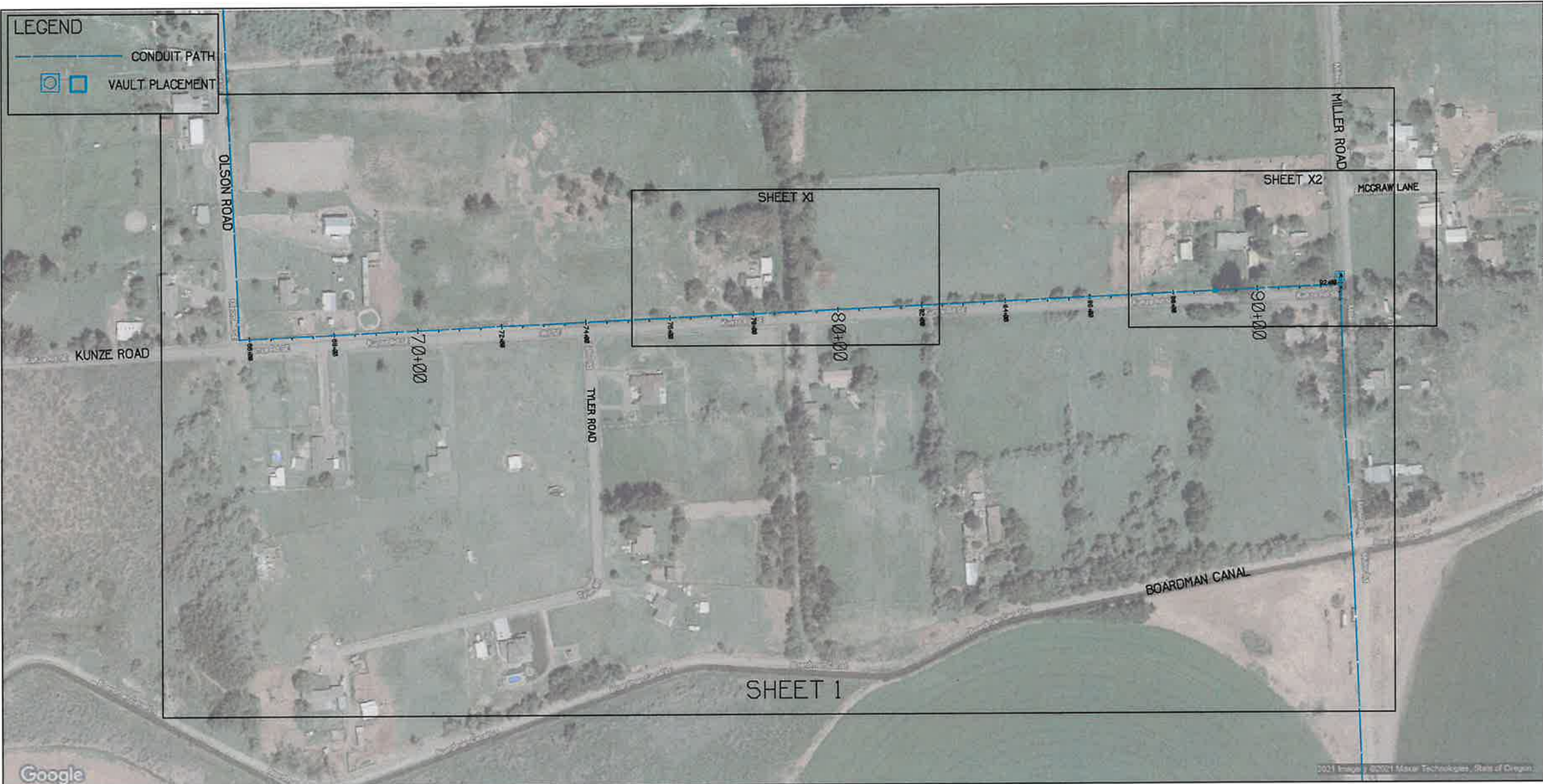
Engineering Specialist

541-969-0562

[lluna@windwave.tc](mailto:lluna@windwave.tc)



Permit #  
ORQ



REVISIONS	BY
03/25/2021	JH

PLAN SHEETS  
1 - PLAN VIEW

DETAIL SHEETS  
X1 - IRRIGATION CROSSING  
X2 - KUNZE/IRRIGATION CROSSING

windwave  
Permit # ORA

DATE: 03/25/2021

SCALE: 1:125

NO NUMBER AND DATE

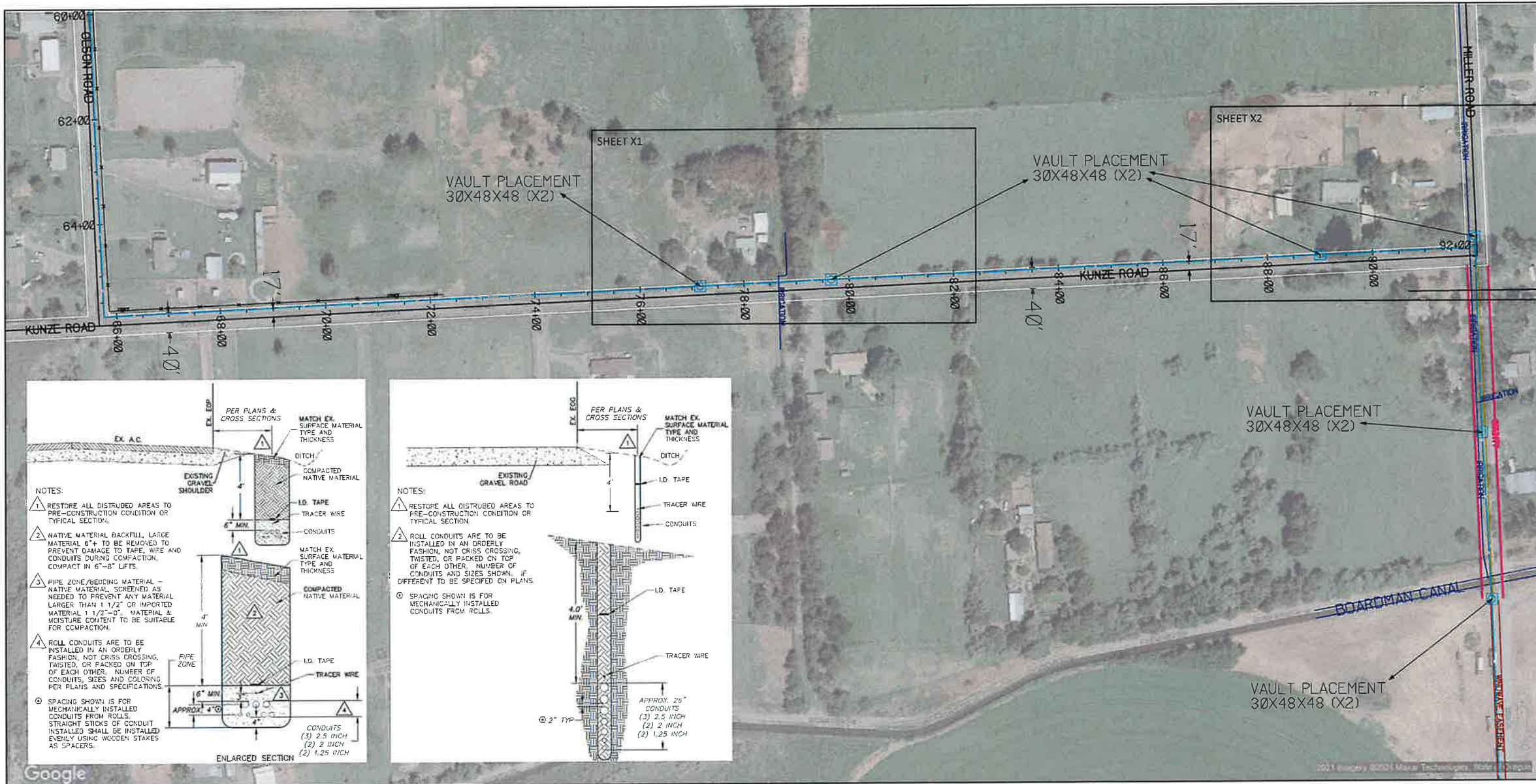
COVER

# WINDWAVE CONDUIT INSTALLATION-KUNZE ROAD

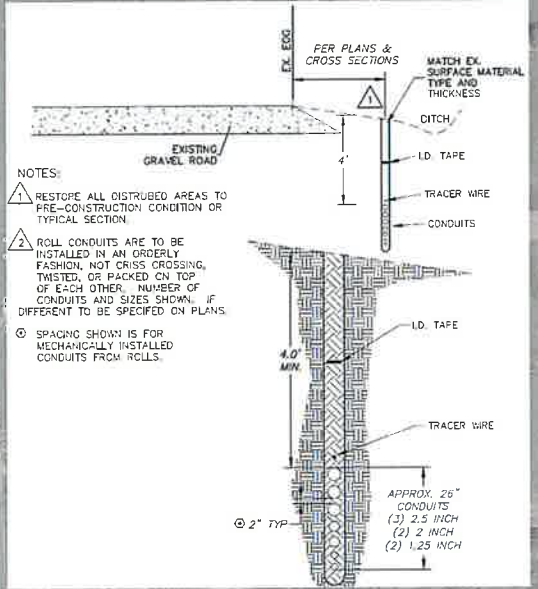
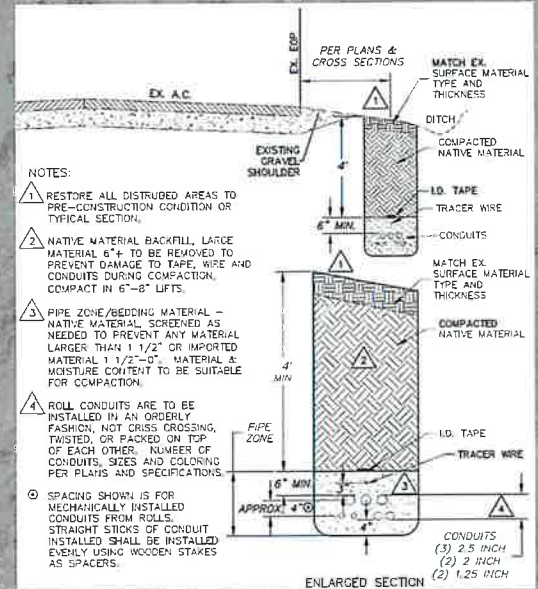
Google

2021 Imagery ©2021 Maxar Technologies (Ras of Oregon)

REVISIONS	BY
03/25/2021	JH



*Permit # 080*



## WINDWAVE CONDUIT INSTALLATION-KUNZE ROAD

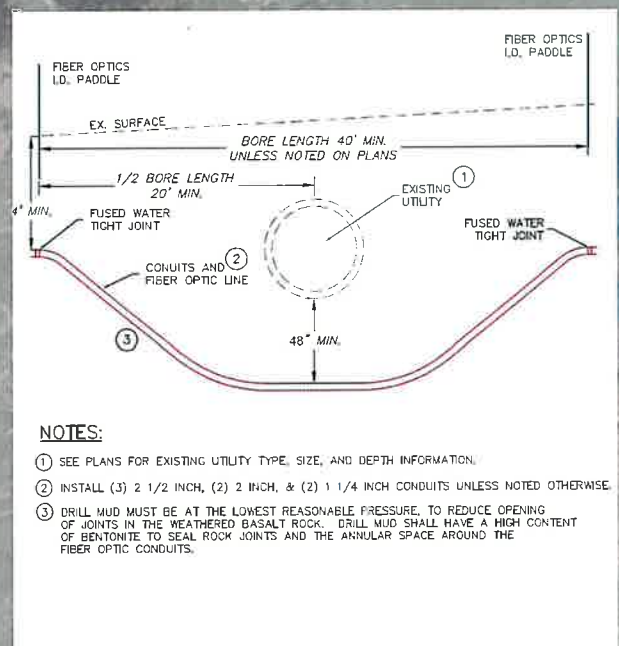
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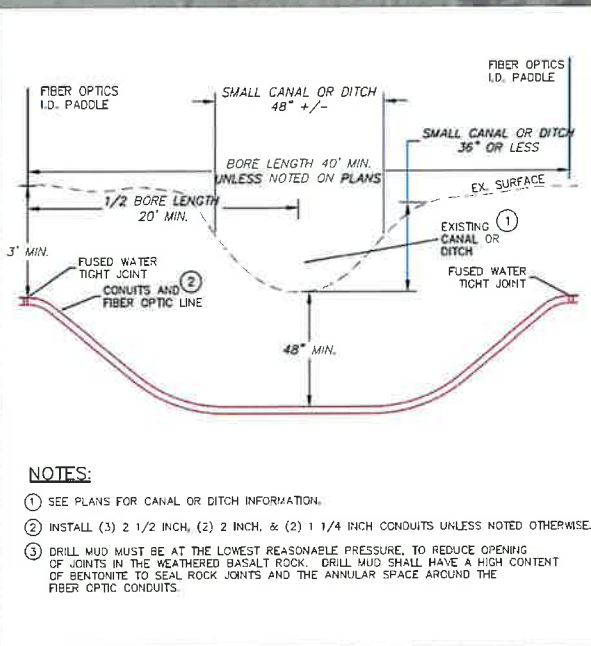
HW NUMBER AND DATE

SHEET 1

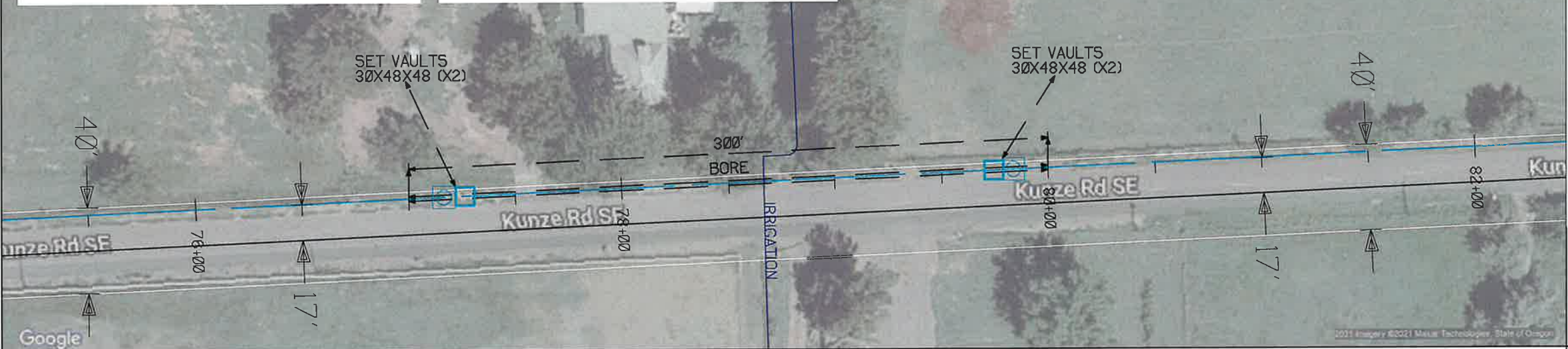
REVISIONS	BY
03/25/2021	JH



- NOTES:**
- ① SEE PLANS FOR EXISTING UTILITY TYPE, SIZE, AND DEPTH INFORMATION.
  - ② INSTALL (3) 2 1/2 INCH, (2) 2 INCH, & (2) 1 1/4 INCH CONDUITS UNLESS NOTED OTHERWISE.
  - ③ DRILL MUD MUST BE AT THE LOWEST REASONABLE PRESSURE, TO REDUCE OPENING OF JOINTS IN THE WEATHERED BASALT ROCK. DRILL MUD SHALL HAVE A HIGH CONTENT OF BENTONITE TO SEAL ROCK JOINTS AND THE ANNULAR SPACE AROUND THE FIBER OPTIC CONDUITS.



- NOTES:**
- ① SEE PLANS FOR CANAL OR DITCH INFORMATION.
  - ② INSTALL (3) 2 1/2 INCH, (2) 2 INCH, & (2) 1 1/4 INCH CONDUITS UNLESS NOTED OTHERWISE.
  - ③ DRILL MUD MUST BE AT THE LOWEST REASONABLE PRESSURE, TO REDUCE OPENING OF JOINTS IN THE WEATHERED BASALT ROCK. DRILL MUD SHALL HAVE A HIGH CONTENT OF BENTONITE TO SEAL ROCK JOINTS AND THE ANNULAR SPACE AROUND THE FIBER OPTIC CONDUITS.



Permit # ORG



## WINDWAVE CONDUIT INSTALLATION-KUNZE ROAD

DATE	03/25/2021
SCALE	1:25
NO. WAVE/DATE/SCALE	
SHEET	X1

REVISIONS	BY
03/25/2021	JH

Permit # ORG

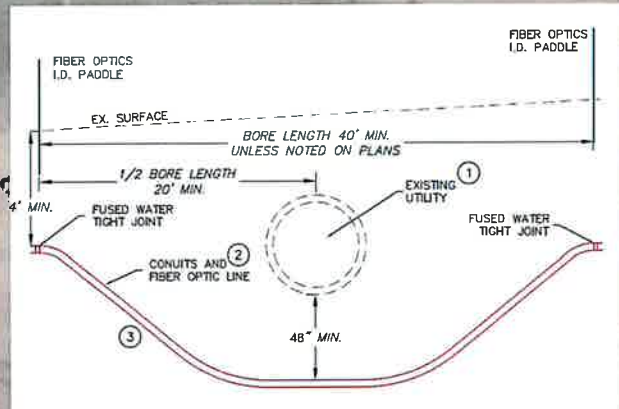


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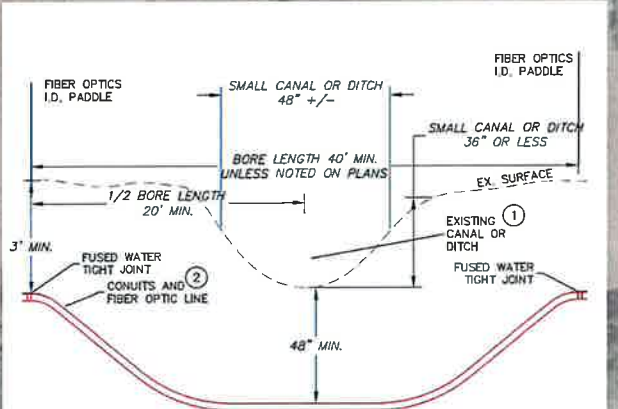
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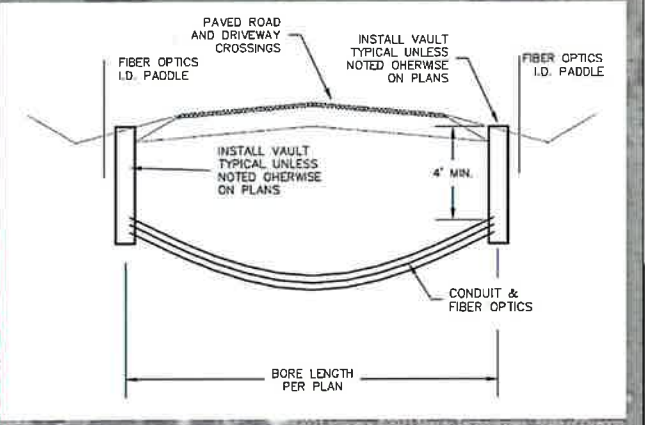
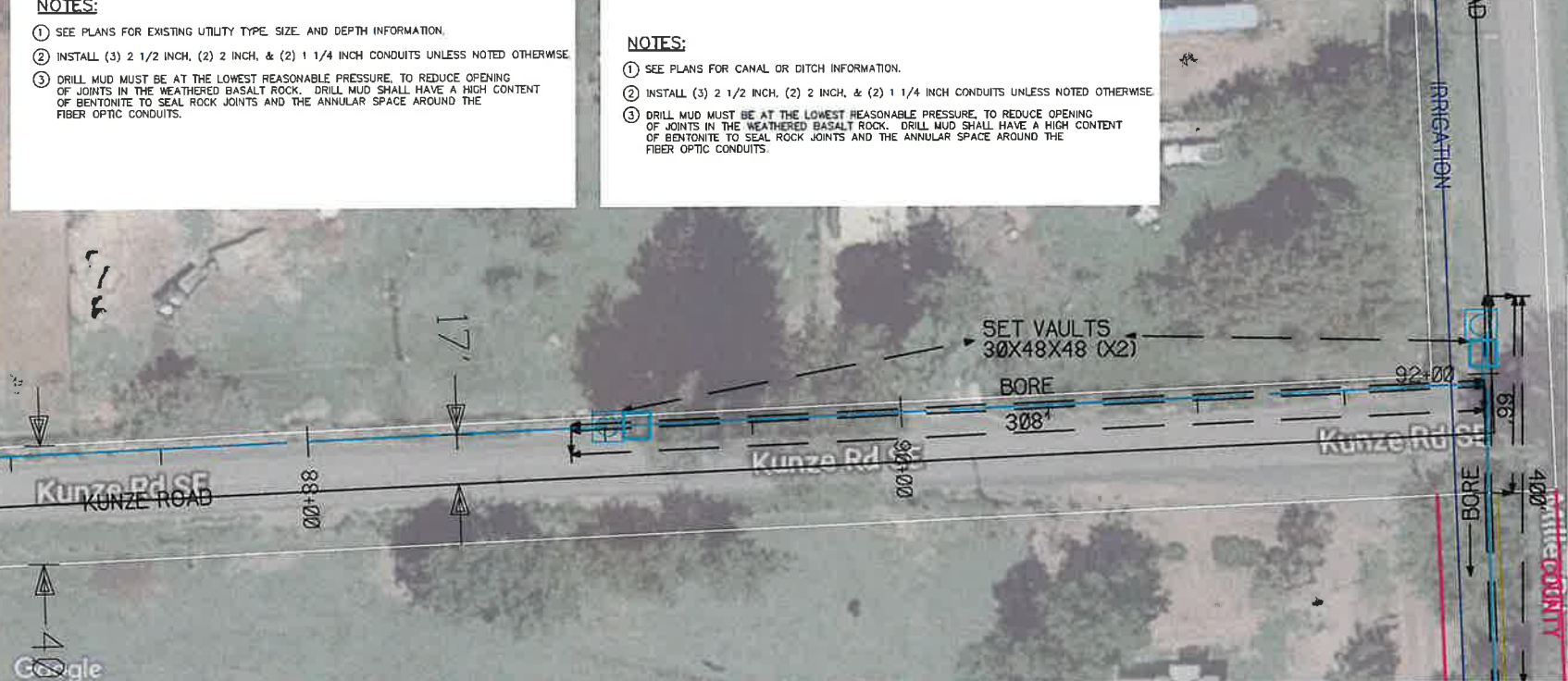
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- NOTES:**
- ① SEE PLANS FOR EXISTING UTILITY TYPE, SIZE, AND DEPTH INFORMATION.
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## WINDWAVE CONDUIT INSTALLATION-KUNZE ROAD

# Community Counseling Solutions



Overview of **outpatient** programs

# Mission statement

***Providing dynamic, progressive and diverse supports to improve the well-being of the communities we serve.***

-We provide mental health and addiction services in Morrow, Wheeler, Gilliam and Grant counties. Outpatient offices are located in Boardman, Arlington, Fossil, Condon, Heppner and John Day in addition to multiple school based clinics. We also provide treatment court services in Umatilla county.





# CCS services and locations

- Offices and staff throughout Oregon
- Clinical MH and alcohol/drug
- Secure residential facilities
- Developmental Disability
- Health Department/Primary Care
- Warmline
- Oregon Senior Peer Outreach
- Foster grandparent/Senior companion

# Services

- Triage within 15 minutes
- Screening and assessment based on urgency
- Individual, group and family counseling
- Skills training and case management
- Psychiatric services
- EMDR
- Zero Suicide
- DBT
- Frontline
- Supported Employment (SE)
- Assertive Community Treatment (ACT)
- Peer services
- Jail Diversion
- Problem gambling treatment
- Early Assessment and Support Alliance (EASA)

# Services continued....

- Wraparound and IIBHT
- DUII and substance abuse counseling
- Older adult and Veteran services
- School-based services (local and SBHC's)
- Investigations/Examinations
- Abuse/neglect investigations
- Equine therapy
- Remote services/MEND
- Crisis Intervention Services
- A&D/problem gambling prevention
- Referral to higher levels of care
- COVID/FEMA response
- Forensics (sex offender, domestic violence, anger mgmt)
- Treatment court

# Zero Suicide

- Comprehensive program in-house and throughout our communities
- Screen all patients every visit with Columbia
- Train staff (QPR, lethal means, safety planning, AMSR, CAMS)
- At-risk client monitoring via Pathways
- Help train community

# Remote Services

- MEND counseling platform...compatible with Zoom and Teams
- Can see patients 14+ via mobile device
- Can see youth if under guardian account
- Individual or group
- Online client enrollment through portal

# Crisis services

- 3 call teams (Morrow, Grant, Wheeler/Gilliam)
- 1 back-up rotation team
- Mobile teams/on-site
- Jail diversion
- Warmline (limited hours)
- Crisis supervisor and crisis specific workers in Morrow, Wheeler/Gilliam and Grant counties.

# Frontline

- Frontline personnel...healthcare, ambulance, law enforcement, etc
- Confidential
- Seasoned clinicians
- First three sessions free
- No enrollment
- EMDR has been popular

# Psychiatric services

- Kara Pattinson, MD (video and some on-site)
- Mohamed Bah, PMHNP (video and on-site)
- High-end video conference equipment in all sites



# DBT

- Dialectical Behavioral Therapy
- Evidence-based
- Often used with mood disorders, SI, substance abuse, self-harm
- Can be group or individual

# EMDR

- Eye Movement Desensitization and Reprocessing
- Often utilized to treat trauma
- Specialized training

# Supported Employment (SE)

- All patients are screened for interest in employment (triggers SE specialist)
- Job training
- Job development with employer outreach
- Follow up supports
- Zero exclusion for MH clients
- Work closely with Voc Rehab

# Assertive Community Treatment (ACT)

- High-intensity services for high-needs patients
- Team approach
- Community based
- Time-unlimited services
- High fidelity
- Positive outcomes

# Early Assessment and Support Alliance (EASA)

- Provides information & support to teens and young adults ages 12-25 experiencing symptoms of psychosis for the first time
- Fast access to psychiatric and counseling services
- Education about causes, treatment and management of psychosis
- Coaching on rights regarding access to employment, school, housing and additional resources
- Family psycho-education and support groups
- Support for vocational education and independent living goals
- Agency-wide EASA coordinator

# School based and SBHC services

- School Based Health Centers (SBHC's) in Mitchel, Ione and John Day (all integrated with primary care)
- School based counselors in Irrigon, Boardman, Fossil, Spray, Condon, Arlington, Dayville, Prairie City, Long Creek, Monument and Heppner
- Referrals to outpatient and/or wraparound when appropriate

# Wraparound

- High risk youth with emotional and behavioral issues typically with multi-system involvement
- High-intensity services
- Monthly Community Family Team (CFT) meetings
- Service Coordination planning
- Team approach

# IIBHT

- Intensive In-home Behavioral Health Treatment
- Youth at risk of higher levels of care
- Team approach
- In-home services with quick access to therapist, skills trainer, peer, psychiatrist, crisis team
- Under 21, MH diagnoses, safety concerns, multi-system involvement



# Veteran and Older Adult services

- Multiple VA credentialed staff
- Older adult/Veteran clinician specialist
- Veteran outreach coordinator
- Monthly Improving Veteran Services workgroup
- Regular ongoing training regarding work with both populations
- Looking to expand and improve

# DUI/Substance abuse services

- ADSS evaluations for DUI's
- Assessment, individual, family and group counseling
- Urinalysis testing
- Partnership with University of Cincinnati

# Treatment Court

- Umatilla and Morrow Counties
- Team of three A&D counselors
- High-intensity intensive outpatient A&D treatment
- Frequent court/legal system accountability

# Problem gambling treatment

- Agency-wide gambling counselor
- Can facilitate on-site or via video conference
- Community outreach and presentations
- Treatment is free, confidential and it works

# Forensics

- Anger management
- Sex offender counseling
- Domestic Violence counseling

# Prevention

- Prevention coordinator for MWG counties
- Prevention coordinator for Grant county
- Alcohol/drug prevention
- Problem gambling prevention
- Suicide prevention

# Investigations and Examinations

- Civil commitment investigations and examinations
- Abuse/neglect investigations

# Peer services

- Multiple peers throughout the agency
- Lived experience
- Integrated into all facets of care



# Higher levels of care

- Secure residential
- Crisis respite
- Utilize in-house resources and refer out when necessary including A&D residential and acute psychiatric placement

# COVID/FEMA

- FEMA grant
- Six outreach workers and a team leader
- Significant outreach, community navigation, pairing individuals with existing resources

# Contact

- [communitycounselingsolutions.org](http://communitycounselingsolutions.org)
- Heppner (541) 676-9161
- John Day (541) 575-1466
- Boardman (541) 481-2911
- [thad.labhart@ccsemail.org](mailto:thad.labhart@ccsemail.org)



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

(For BOC Use)
Item #
66

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

Presenter at BOC: Matt Scriver / Justin Nelson
Department: Public Works / County Counsel
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5627
Requested Agenda Date: 4/7/2021

Wheatridge Solar- Road Use Agreement

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

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

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

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

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

Wheatridge Solar Energy Center, LLC is planning to begin construction of the solar project related to the NextEra/Wheatridge Wind project. This Road Use Agreement closely mirrors the agreement that was signed for the wind project.

**\*\*NOTE: Requires signature by all three commissioners and county counsel\*\***

**2. FISCAL IMPACT:**

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

"Motion to approve the Road Use and Maintenance Agreement between Wheatridge Solar Energy, LLC and Morrow County."

Attach additional background documentation as needed.

## ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 ("**Effective Date**") by and between Morrow County, whose address for purposes of this Agreement is 100 S. Court St., Heppner, Oregon, 97836 ("**County**") and Wheatridge Solar Energy Center, LLC, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Solar Operator**").

### RECITALS

WHEREAS, Solar Operator is developing a commercial solar and energy storage electrical facility ("**Project**") on sites located in Morrow County, Oregon, as described in **Exhibit A**, (Overall map including racks, modules, inverters, battery storage units, haul routes, access permits, utility permits, O&M building and etc.) consisting of a nameplate capacity of 50 (AC) megawatts ("**MW**") of solar generation and a nameplate capacity of 30 MW of battery storage dispersed amongst the solar panels; and

WHEREAS, Solar Operator intends to obtain the necessary approvals to build, operate and maintain the Project; and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County and as shown on **Exhibit B** (Map to include all solar generation infrastructure, delivery routes, construction routes and other roads used during construction of the Project) attached hereto (collectively, the "**Roads**"), over which it will be necessary for Solar Operator and Solar Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, cattle guards, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Solar Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. Solar Operator will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent Solar Operator. At any time the Solar Operator Designee is changed, Solar Operator shall notify County within 24 hours, informing County of new Designee name, physical and mailing addresses, email address, and contact phone number. As of the date of the Agreement, the company representative is David Lawlor;

b. At least ninety (90) days prior to beginning construction of the Project, provide the County with a site plan identifying solar generation infrastructure, locations, site access points, and road crossings, to be attached as **Exhibit A**, along with the transportation route for the Project including routes for heavy haul, construction materials, supplies and other construction traffic attached as **Exhibit B**, subject to amendment and approval from Morrow County Public Works Director, County Administrator or designee of County;

c. At least ninety (90) days prior to beginning construction of the Project, provide the County with all design and engineering specifications for Road improvements required for the Project, as attached as **Exhibit C**, subject to amendment and approval from Morrow County Public Works Director, County Administrator or designee of County, which design and engineering specifications shall be consistent with standards per the Morrow County Transportation System Plan;

d. Erect permanent markers indicating the presence of permitted Cables and install tape in any trench in which Solar Operator has placed or will place permitted Cables in a County right-of-way. All Cables shall comply with county permit requirements as specified in the permit. Cables and any other utilities shall be installed with the least intrusion and placement in County right-of-ways;

e. Notify the County Public Works Director in advance of all oversize transportation and crane crossings over, across or along any Road through the Oregon Department of Transportation permitting process;

f. Transport or cause to be transported oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

g. Provide reasonable advance notice to the County when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Solar Operator will provide no less than forty-eight (48) hours' notice when reasonably practicable and will provide all materials necessary to close the Road; If a closure is approved by the Public Works Director, Solar Operator will provide a timeframe of the closure, if closure is more than 20 minutes, Solar Operator will provide public notice via variable message devices and an approved detour with map and signage on detour route;

h. Provide signage of all road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by the County;

i. Maintain any Roads then used by Solar Operator as necessary for Solar Operator's use of such Roads, which maintenance shall at all times be in compliance with County standards

for general public use, and may include, but are not limited to, snow removal, blading of gravel roads, patching of paved roads, and dust abatement. For purposes of clarity, this Paragraph does not require County to modify its regular repair and maintenance schedule. If Solar Operator determines that maintenance and repair activities in addition to those regularly conducted by County are necessary for Solar Operator's use of the Roads, then such additional maintenance and repair activities shall be performed by Solar Operator at its sole cost and expense pursuant to this subparagraph;

j. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Solar Operator, Solar Operator Representative, Solar Operator contractor, subcontractor, or employee during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Solar Operator and/or a Solar Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to or better than prior to such damage occurring. It is the intent of this Agreement that the Roads will remain open for public use during construction, and Solar Operator will keep all Roads used by it in conditions approved by Morrow County Public Works Director that allow the continued public use of the Roads. If, despite using commercially reasonable efforts, Solar Operator or Solar Operator Representative is unable to repair damage caused by it within the time frame requested by County to Public Works Director's approval, County may, at its sole discretion, repair such damage and invoice Solar Operator for the cost for such repair. Solar Operator will pay such cost, plus an additional fee of 10% above said cost for County administration. Solar Operator shall reimburse County for the cost of such repairs within thirty (30) days of Solar Operator's receipt of an invoice for such costs. County and Solar Operator agree that this Section is not intended to require County to perform the needed road repairs with reimbursement from Solar Operator on a regular basis. It is the intent of County and Solar Operator that Solar Operator will maintain and repair roads as described in this Agreement, and will only request County assistance if required after exercise of commercially reasonable efforts to repair damage caused by it within the time frame requested by County. Solar Operator will provide a designated person who will be responsible to inspect County's requests for repairs and schedule those repairs within the time frame requested by County of notice by the County Public Works Director or his designated representative; and

k. Cables may cross a road, in which case, these Cables will be bored under the road, buried at a minimum depth of forty-eight (48) inches below the road surface and the crossing shall be restored to its pre-construction condition within forty-eight (48) hours; There will be No open-cut trenching in County roads or right-of-ways unless specifically authorized by the Public Works Director in writing.

1. All roads described in **Exhibit B** identified in the preconstruction inventory must be brought to the current County standard per the Morrow County Transportation System Plan, or to the standard necessary for the use by Solar Operator. Each road will be evaluated during the preconstruction inventory and mutually agreed upon by the County and Solar Operator and be added to **Exhibit C** for said improvements.

2. The County, in accordance with the terms of this Agreement, agrees that it shall:



a. Designate the County Public Works Director as the representative with authority to represent the County. As of the date of the Agreement, the County representative is: Public Works Director, 541-989-9500;

b. Timely review and approve all design and engineering specifications for Road improvements required for the Project, as attached as **Exhibit C**, which design and engineering specifications shall be consistent with standards per the Morrow County Transportation System Plan;

c. Timely complete Solar Operator's requested Road improvements pursuant to the design and engineering specification approved by County and set forth in **Exhibit C**;

d. Timely perform routine and regular maintenance of the Roads including: grading, snow removal, striping, routine signage, and regularly scheduled maintenance and repair, as per County normal maintenance schedule, at the availability and direction of the County Public Works Director;

e. Timely review and approve all Project-related access points and road crossings, which are submitted by Solar Operator in **Exhibit A and B**;

f. Timely review and approve plans for all Project-related utility encroachments on County rights-of-way; which are submitted by Solar Operator in accordance with **Exhibit A and B**; and

g. Authorize the Public Works Director to agree on behalf of County to revisions to **Exhibit A, B, and C** and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to the County by or on behalf of Solar Operator.

3. **Costs and Expenses.** Prior to County's commencement of work on Solar Operator's requested Road improvements (**Exhibit C**), County and Solar Operator shall agree upon the costs of such requested Road improvements. Solar Operator will pay such agreed-upon costs, plus an additional fee of 10% above said cost for County administration of said Road improvements. Any changes to the agreed-upon costs caused by modifications to Solar Operator's design and engineering specifications shall, likewise, be agreed upon by the Parties prior to commencement of the relevant work and paid by Solar Operator, plus the administrative fee, as set forth in the aforementioned.

4. **Pre-Construction Inventory.** No later than thirty (30) days prior to construction, the Parties shall jointly perform a survey to record the condition of all Roads which will be used in the transport of equipment, supplies and personnel to the Project. During this survey, the entire length of the Roads shall be videotaped and if deemed necessary by the parties, photographs may also be taken. In addition, the County will provide Solar Operator, if available, with copies of any plans, cross-sections and specifications relevant to the existing Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties. Solar Operator will reimburse

the County for all costs associated with the Pre-Construction Inventory at a rate of seventy-five dollars (\$75.00) per hour and reimburse the County within forty-five (45) days of invoice date.

5. **Post-Construction Inventory.** Upon completion of construction of each phase of the Project, representatives of the County and Solar Operator will perform a Post-Construction Inventory, the methods of which shall be similar to those of the Pre-Construction Inventory described above. The two sets of pre-construction and post-construction data will be compared and if there are any wheel lane ruts, cracking or other damage in excess of the original survey, the County and Solar Operator will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. All costs associated with the Post-Construction Inventory repairs shall be borne solely by Solar Operator. The timeframe of completion of said repairs shall be no later than forty-five (45) days after the Project begins commercial operations, and said repairs are to be scheduled as agreed to by the Parties.

6. **Routing and Access Approval.** As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Solar Operator and County shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, road crossings and Cable locations and the County shall review and approve the same in accordance with Section 2.

7. **Agreement Violations.** If County determines that a County road or right-of-way has been used by Solar Operator or any designee, employee, or contractor outside of those Roads authorized in **Exhibit B**, the County may, at its sole discretion, choose to terminate this Agreement, add the road or right-of-way to the list in **Exhibit B**, or come to a mutually agreed resolution with Solar Operator.

8. **Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.**

a. **Indemnity.** Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, lenders, officers, employees and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or willful act or omission on the part of the Indemnified Party.

b. **Limitations of Liability.** In no event shall Solar Operator or any of its members, officers, directors or employees or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. Required Insurance. Solar Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Solar Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

## 9. Miscellaneous

a. Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Solar Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Solar Operator. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

f. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Solar Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

h. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, irrespective of any conflict of laws provisions. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

i. Successor and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

j. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.

k. Failure of County or Solar Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

l. Whenever in this Agreement the approval or consent of either County or Solar Operator is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

m. In any litigation arising from or related to this Agreement, the parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement.

n. Nothing in this Agreement shall be construed as limiting or removing any applicable federal, state, city, county laws, rules, ordinances, or planning requirements.

*[remainder of page intentionally left blank]  
signatures begin on following page*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

**Solar Operator:**

Wheatridge Solar Energy Center, LLC  
a Delaware limited liability company

By:   
Anthony Pedroni, Vice President

**County:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Attorney

**EXHIBIT A**

**Site Plan**



**CUPERTINO ELECTRIC**  
 1750 NORTH CALIFORNIA AVENUE  
 SUITE 2000 SAN ANTONIO, TEXAS 78215  
 214-343-7383

DESIGNED BY CUPERTINO ELECTRIC, P.C. FOR THE PROJECT INCLUDING USE IN ACCORDANCE WITH SEC. 67012 OF THE HIGHWAY CODE, TITLE 66 OF THE STATE OF CALIFORNIA.

**Nextera ENERGY RESOURCES**

**VICINITY MAP**

**SHEET NOTES:**

- TEMPORARY LAYDOWN AREA 1" OF LEVELED AND COMPACTED GRAVEL
- 1 DAYROAD
- 4" COBBLES

**GENERAL NOTES:**

- ROAD NAMES SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY.
- WHERE PROPOSED IMPROVEMENTS SHALL BE ACCESSED PRIMARILY FROM TRANSPORTATION ROUTE 1 AND SECONDARILY FROM MAIN ROAD SHALL BE SHOWN AS A SECONDARY ACCESS PATH AS SHOWN ON THIS PLAN.

**LEGEND:**

- (S) FINISH (S) REMAIN IN PLACE
- (E) DITCH BOTTOM
- (K) OVERHEAD POWER
- (S) POWER POLE
- (U) UNDERGROUND POWER
- (F) UNDERGROUND FIBER
- (C) COMMUNICATION
- (C) COMMUNICATION-CENTURY LINE
- (T) TRANSMISSION LINC
- (T) TRANSMISSION LINC
- (S) UNDERGROUND COMMUNICATION
- (S) SIDE OF FURROW
- (E) FENCE
- (E) DRIVEWAY
- (C) SAND FARM LINC COLLECTOR LINES
- (S) SIDE WALK NUMBER
- (C) WHOLE
- (C) COLLECTION LINE BORE
- (C) BOUNDARY PROPERTY LINE
- (L) LIMITS OF TOLAR AREA
- (E) EASEMENT
- (S) UNDERGROUND STRUCTURE
- (S) BUILDING SETBACK LINE
- (S) DRIVE WETIC WIDE BUFFER
- (S) ROAD CENTERLINE
- (S) PAVEMENT
- (S) LINC ELECTRIC PLANS
- (S) PAVEMENT
- (S) PRIMARY TRAFFIC FLOW LINE
- (S) SECONDARY TRAFFIC FLOW LINE
- (S) LAYDOWN AREA
- (S) CONSTRUCTION LAYDOWN AREA
- (S) PROPOSED UNDER TRAIL COVERAGE

**TEMPORARY LAYDOWN YARD**

CORNER POINT	NORTHING	EASTING
1	80196.120	80196.120
2	80196.120	80196.120
3	80196.120	80196.120
4	80196.120	80196.120
5	80196.120	80196.120
6	80196.120	80196.120
7	80196.120	80196.120
8	80196.120	80196.120
9	80196.120	80196.120
10	80196.120	80196.120
11	80196.120	80196.120

**TRANSPORTATION ROUTE MAP & LAYDOWN YARD**

**LAYDOWN YARD**

PRELIMINARY

WHEATRIDGE SOLAR

MORROW COUNTY, OR  
 LATITUDE: 45.538887  
 LONGITUDE: -121.145555

JOB NO. 20-0207  
 DRAWN BY: S. W. W.  
 CHECKED BY: J. P.

REV.	DESCRIPTION	DATE
1	PROPOSED SUBMITTAL	11/20/23

TRANSPORTATION ROUTE MAP & LAYDOWN YARD

SHEET NUMBER: EN1\_C

**EXHIBIT B**

**Transportation Route – “Roads”**





**VICINITY MAP**

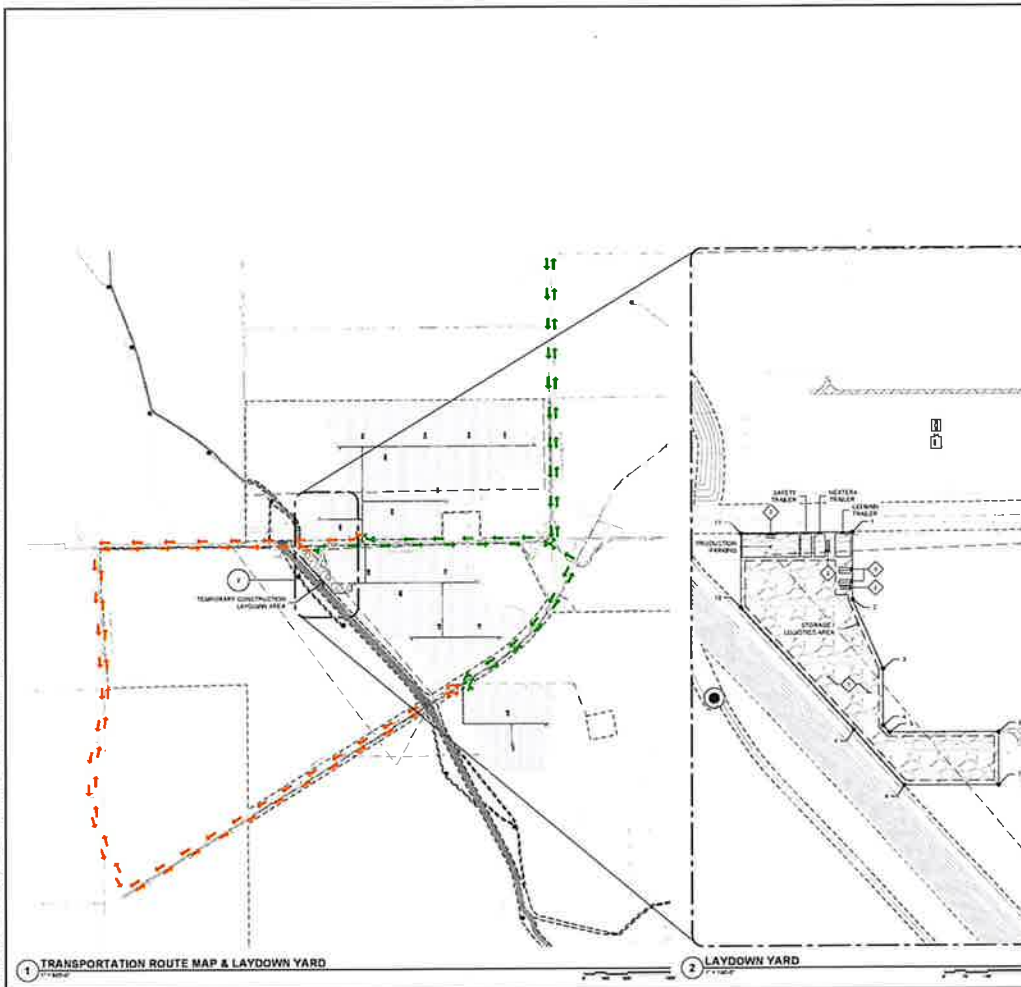
- SHEET NOTES:**
- ◆ TEMPORARY LAYDOWN AREA # OF LEVELLED AND COMPACTED GRAD.
  - ◆ 3 BATHROOMS
  - ◆ 40 CORNERS

- GENERAL NOTES:**
1. ROAD NAMES SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY.
  2. WHEN TRUCKS OR AN PROJECT SHALL BE ACCESSED PRIMARILY FROM STATE ROUTE 101 AND HIGHWAY 201 AND BARNHARTT ROAD SHALL BE USED AS A SECONDARY ACCESS AS FAR AS SHOWN ON THIS PLAN.

- LEGEND:**
- (E) FENCE (TO REMAIN IN PLACE)
  - (E) BENCH MARK
  - (E) BENCH MARK POWER
  - (E) POWER POLE
  - (E) UNDERGROUND POWER
  - (E) UNDERGROUND FIBER
  - (E) UNDERGROUND
  - (E) COMMUNICATION-SEWAGE LINE
  - (E) TRANSMISSION LINE
  - (E) ROAD/PAVING/DRIVEWAY
  - (E) EDGE OF PAVEMENT
  - (E) FENCE
  - (E) QUARRY
  - (E) ROAD PAVING LOC
  - (E) COLLECTOR LINE
  - (E) 200' WIDE TURNING
  - (E) WINDMILL
  - (E) COLLECTION LINE SHIRT
  - (E) BOUNDARY PROPERTY LINE
  - (E) LIMITS OF SOLAR ARRAY
  - (E) EASEMENT
  - (E) INFORMATION STREAM
  - (E) BUILDING SETBACK LINE
  - (E) MARK-ACROSS-NEED-SUPPORT
  - (E) MARK-COUNTYLINE
  - (E) PV ARRAY
  - (E) SEE ELECTRICAL PLANS
  - (E) PV FENCE
  - PRIMARY TRAFFIC FLOW LINE
  - SECONDARY TRAFFIC FLOW LINE
  - LAYDOWN AREA
  - CONSTRUCTION LAYDOWN AREA
  - POTENTIAL WINDY TRAIL EASEMENT

**TEMPORARY LAYDOWN YARD**

CORNER POINT	NORTHING	EASTING
1	50785.750	80844.675
2	50785.750	80844.675
3	50785.750	80712.500
4	50785.750	80712.500
5	50785.750	80712.500
6	50785.750	80712.500
7	50785.750	80712.500
8	50785.750	80712.500
9	50785.750	80712.500
10	50785.750	80712.500
11	50785.750	80712.500
12	50785.750	80712.500
13	50785.750	80712.500
14	50785.750	80712.500
15	50785.750	80712.500
16	50785.750	80712.500
17	50785.750	80712.500
18	50785.750	80712.500
19	50785.750	80712.500
20	50785.750	80712.500
21	50785.750	80712.500
22	50785.750	80712.500
23	50785.750	80712.500
24	50785.750	80712.500
25	50785.750	80712.500
26	50785.750	80712.500
27	50785.750	80712.500
28	50785.750	80712.500
29	50785.750	80712.500
30	50785.750	80712.500
31	50785.750	80712.500
32	50785.750	80712.500
33	50785.750	80712.500
34	50785.750	80712.500
35	50785.750	80712.500
36	50785.750	80712.500
37	50785.750	80712.500
38	50785.750	80712.500
39	50785.750	80712.500
40	50785.750	80712.500
41	50785.750	80712.500
42	50785.750	80712.500
43	50785.750	80712.500
44	50785.750	80712.500
45	50785.750	80712.500
46	50785.750	80712.500
47	50785.750	80712.500
48	50785.750	80712.500
49	50785.750	80712.500
50	50785.750	80712.500
51	50785.750	80712.500
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53	50785.750	80712.500
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62	50785.750	80712.500
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66	50785.750	80712.500
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75	50785.750	80712.500
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84	50785.750	80712.500
85	50785.750	80712.500
86	50785.750	80712.500
87	50785.750	80712.500
88	50785.750	80712.500
89	50785.750	80712.500
90	50785.750	80712.500
91	50785.750	80712.500
92	50785.750	80712.500
93	50785.750	80712.500
94	50785.750	80712.500
95	50785.750	80712.500
96	50785.750	80712.500
97	50785.750	80712.500
98	50785.750	80712.500
99	50785.750	80712.500
100	50785.750	80712.500



**1 TRANSPORTATION ROUTE MAP & LAYDOWN YARD**  
**2 LAYDOWN YARD**

CUPERTINO ELECTRIC, INC. 1700 NORTH 17TH & WEST, SAN JOSE, CA 95131  
 PROJECT NO. 14-0011-00  
 SHEET NO. 14-0011-00-01  
 DATE: 08/14/2014  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: M. J. BROWN

**EXHIBIT C**

**Road Improvements**

n/a



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)

Staff Contact: Matt Scrivner
Department: Public Works - ROAD

Phone Number (Ext): 541-989-9500
Requested Agenda Date: 04/07/2021

Short Title of Agenda Item: THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION -
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: American Rock Products
Contractor/Entity Address: PO Box 398, Pendleton, OR 97801
Effective Dates - From: 04/07/2021 Through: Till complete
Total Contract Amount: \$1,241,059.53 Budget Line: 202.220.5.20.3440
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office 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):**

Morrow County, Oregon, advertised for Bids for the construction of Thin Lift Overlay and Kilkenny Corner Reconstruction - 2021. Work for this Project consists of the reconstruction of approximately 600 feet of Kilkenny Road and approximately 15.6 miles of a 1-inch thin lift overlay. The Project includes approximately 14,100 tons of asphalt concrete pavement, along with other associated work to complete the Project. Bidding documents along with Contract had been drafted by Anderson Perry, Morrow Counties contracted Engineering firm.

Three Sealed Bids for the described Project were received at Morrow County, at the Morrow County Public Works Office, at 365 W. Highway 74, Lexington, Oregon 97839 at 2:00 p.m., local time, April 1, 2021. At that time American Rock Products out of Pendleton was the apparent low bidder at \$1,241,059.53.

Other bids received were Granite Construction Comp. Hermiston, \$1,329,765.00  
High Desert out of Redmond, OR with a bid of 1,545,715.00

## **2. FISCAL IMPACT:**

202.220.5.20.3440 will be Contract Services will be used for the budget expenditures

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

Motion to award and give Matt Scrinver, Public Works director authority to sign the contract on behalf of Morrow County with American Rock Products Pendleton, OR in the amount of 1,241,059.53

Attach additional background documentation as needed.

**Roberta Lutcher**

---

**From:** Sandra Pointer  
**Sent:** Thursday, April 1, 2021 2:22 PM  
**To:** Matt Scrivner; Darrell Green; Roberta Lutcher; Kate Knop; Richard Tovey; Justin Nelson  
**Cc:** Eric Imes  
**Subject:** BOC for the 7th  
**Attachments:** Agenda Coversheet for thin lift and Kilkenny realignment.pdf; 530-10\_PlanSet\_ReviewOnly\_031221.pdf; Thin Lift Overlay - Ad for Bids.pdf

Hello all, Matt wanted me to get this to the BOC soon so not to hold up any time, he would like to have the award be on the 7th of April and Anderson Perry will get the contracts taken care of and I believe would be best to give authority for Matt to sign the contract/agreement but will have that in advance. We have a tight completion date so time is crucial.

Your message is ready to be sent with the following file or link attachments:

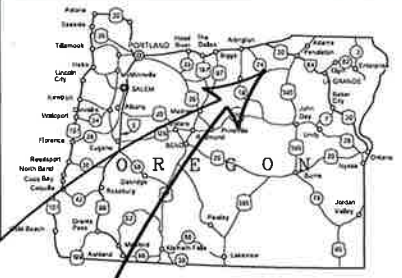
Agenda Coversheet for thin lift and Kilkenny realignment.pdf 530-10\_PlanSet\_ReviewOnly\_031221.pdf  
Thin Lift Overlay - Ad for Bids.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

# MORROW COUNTY, OREGON

## THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION

### 2021

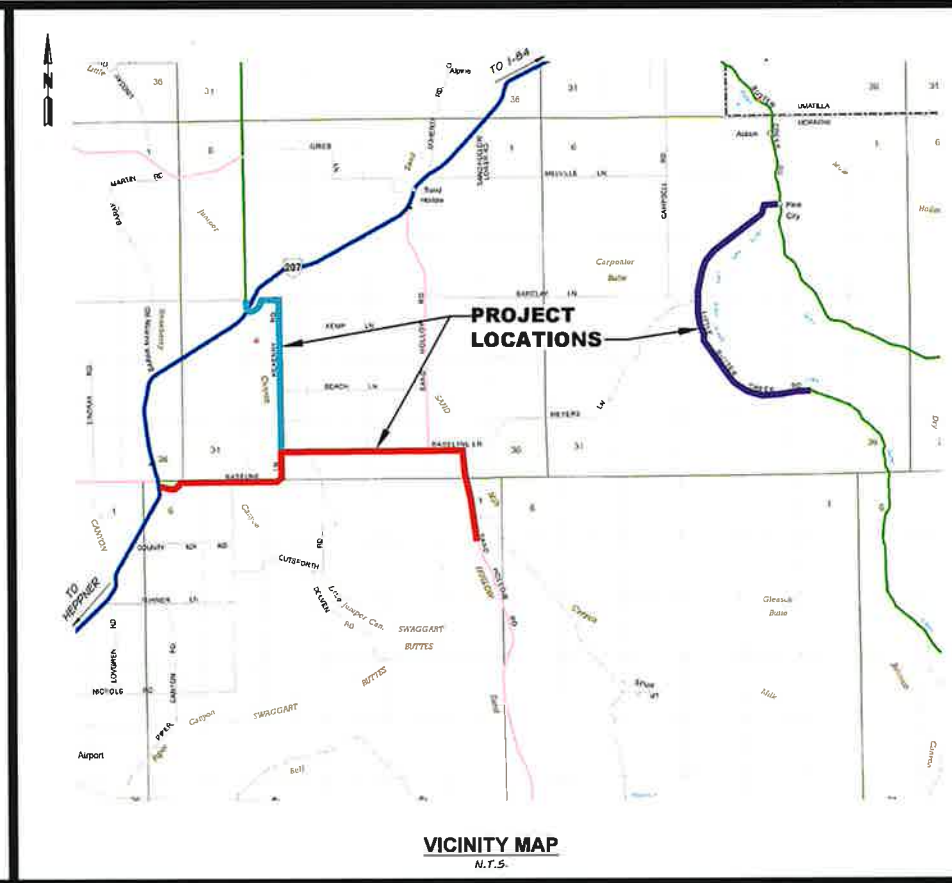


#### INDEX

- COVER
- 1 LEGEND AND SHEET INDEX
- 2 TYPICAL SECTIONS I
- 3 TYPICAL SECTIONS II
- 'A' LINE**
- 4 PLAN STA. 'A'1+00 TO STA. 'A'35+00
- 5 PLAN AND PROFILE STA. 'A'35+00 TO STA. 'A'42+50
- 6 PLAN STA. 'A'42+50 TO STA. 'A'172+81
- 'B' LINE**
- 7 PLAN STA. 'B'1+00 TO STA. 'B'182+00
- 8 PLAN STA. 'B'182+00 TO STA. 'B'376+54
- 'C' LINE**
- 9 PLAN STA. 'C'1+00 TO STA. 'C'178+00
- 10 PLAN STA. 'C'178+00 TO STA. 'C'274+65

#### OREGON STANDARD DRAWINGS

RD610 ASPHALT CONCRETE PAVEMENT (ACP) DETAILS



VICINITY MAP  
N.T.S.



#### COUNTY COMMISSIONERS

MELISSA LINDSAY, Chair  
DON RUSSELL  
JIM DOHERTY

#### PUBLIC WORKS

MATT SCRIVNER, Public Works Director  
ERIC IMES, Assistant Road Master  
SANDRA POINTER, Administrator

FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

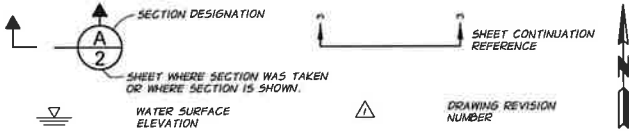


1001 N. Fir Street - La Grande, OR 97630 Ph (541) 963-3309 Fax (541) 963-4466  
LA GRANDE, OR VILLAVUELLA, WA REDMOND, OR HERMISTON, OR  
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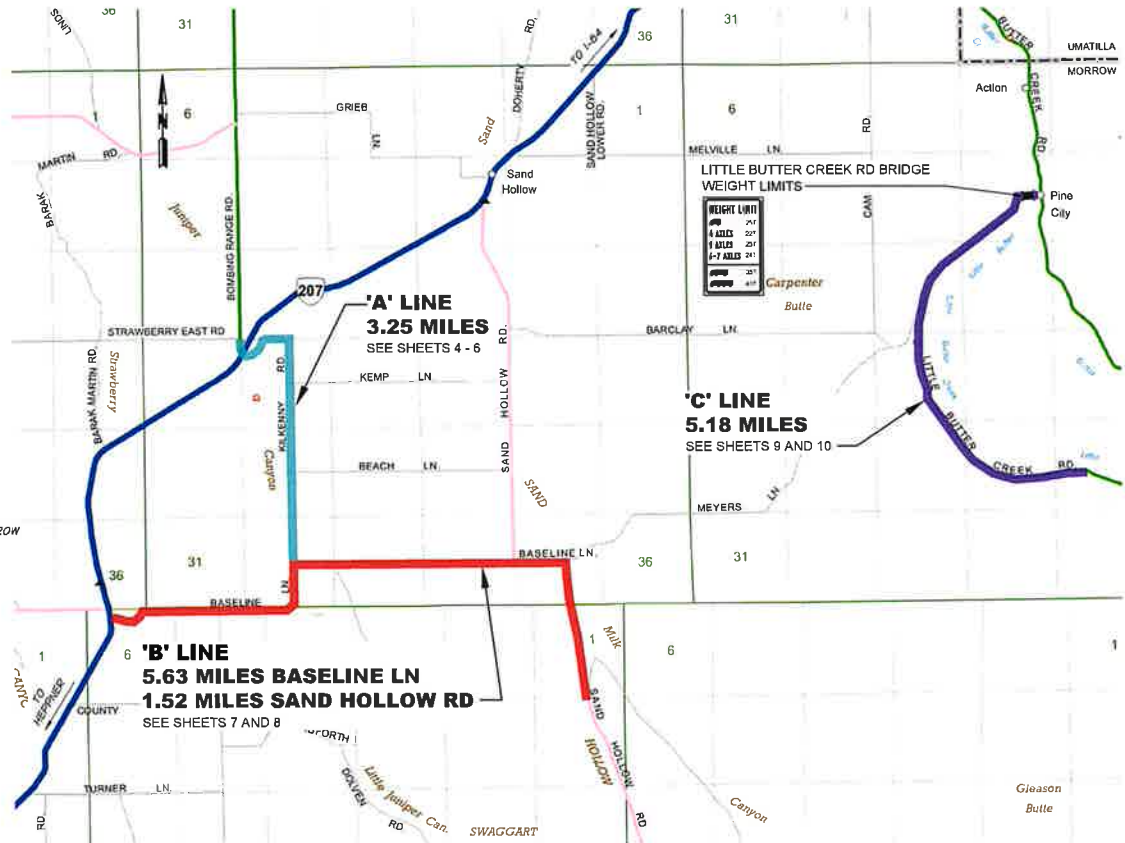
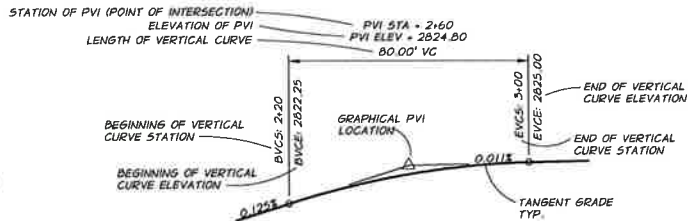
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**PLAN LEGEND**

	EXISTING	PROPOSED
INDEX CONTOUR	750	750
INTERMEDIATE CONTOUR		749
PROPERTY LINE/ RIGHT-OF-WAY CENTERLINE		
SECTION LINE		
MONUMENT	△	△
CONTROL POINT	⊙	⊙
'A' LINE OVERLAY	KILKENNY RD	KILKENNY RD
KILKENNY RD RECONSTRUCTION	KILKENNY RD	KILKENNY RD
'B' LINE OVERLAY	BASELINE LN	BASELINE LN
'C' LINE OVERLAY	LITTLE BUTTER CREEK RD	LITTLE BUTTER CREEK RD
EDGE OF GRAVEL	---	---
OVERHEAD POWER	—OHP—	—OHP—
UTILITY POLE	⊖	⊖
GUY WIRE	⤵	⤵



**PROFILE LEGEND**



**SHEET INDEX**  
N.T.S.

DESIGNED BY: D. RICH	CHECKED BY: L. HILLHITE	DATE: 2021
DRAWN BY: A. LINDSEY	DATE: 2021	JOB NUMBER: 530-10
MORROW CO. 530-10-0500-002LEG.dwg		
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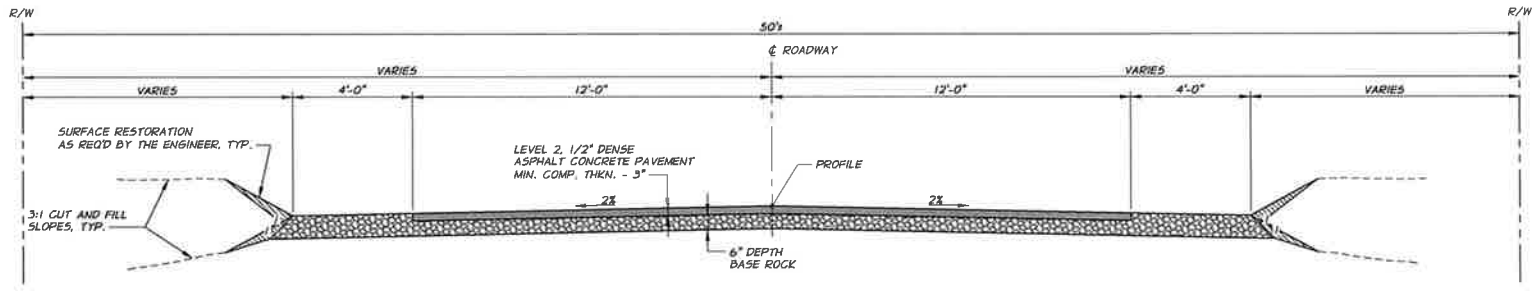
anderson perry & associates, inc.  
ENGINEERING • SURVEYING • CONSULTING

**MORROW COUNTY, OREGON**  
THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION

LEGEND AND SHEET INDEX

SHEET  
**1**

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**TYPICAL RECONSTRUCTION SECTION**  
KILKENNY CORNER STA. 'L'36+22 TO STA. 'L'42+51

**GENERAL NOTES**

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND DRAWINGS.
2. INFORMATION SHOWN ON THE DRAWINGS IS SCHEMATIC IN NATURE. THE RELATIVE LOCATION OF EXISTING FEATURES ARE APPROXIMATE ONLY AND IT SHOULD BE NOTED THAT SOME DISCREPANCIES AND OMISSIONS IN LOCATION, TYPE, AND SIZE WILL OCCUR. THE EXACT LOCATION OF EXISTING FEATURES WILL REQUIRE FIELD VERIFICATION IN AREAS WHERE CONFLICT MAY OCCUR. FEATURES SHOWN ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THIS VERIFICATION WORK SHALL BE PERFORMED PRIOR TO PERFORMING ANY NEW WORK TO ENSURE THAT CONFLICTS WITH THE EXISTING FEATURES DO NOT OCCUR. ADJUSTMENTS TO THE LOCATION OF THE NEW IMPROVEMENTS OR RELOCATION OF EXISTING FEATURES MAY BE NECESSARY TO PREVENT CONFLICTS. ALL ADJUSTMENTS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THIS WORK SHALL BE CONSIDERED INCIDENTAL AND NO ADDITIONAL PAYMENT WILL BE MADE.
3. SURFACE RESTORATION WORK IS NOT SPECIFICALLY CALLED OUT ON THE DRAWINGS. THE INTENT IS TO RESTORE ALL AREAS ADJACENT TO THE WORK TO AN EQUIVALENT OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE PICTURES ALONG THE LENGTH OF THE PROJECT PRIOR TO CONSTRUCTION. CAREFULLY DOCUMENTING EXISTING CONDITIONS, TO BE USED TO EVALUATE RESTORATION EFFORTS. PROVIDE THE ENGINEER WITH PICTURES AT LEAST 5 DAYS PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
4. THE CONTRACTOR SHALL CONSTRUCT THE NEW ROAD SECTION AS PER THESE DRAWINGS AND THE CONTRACT DOCUMENTS. THE END RESULT WILL PROVIDE FINISHED ASPHALT PAVEMENT SURFACE TOLERANCES OF LESS THAN 0.02 FOOT IN 10 FEET. TESTING OF SURFACE TOLERANCES, IF DONE, WILL BE WITH A 10-FOOT STRAIGHTEDGE, MEASURING VARIATION OF THE SURFACE FROM THE TESTING EDGE OF THE STRAIGHTEDGE.
5. CONTRACTOR TO CALL ONE CALL LOCATE SERVICE PRIOR TO THE START OF WORK, 1-800-332-2344 OR 811
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TRAFFIC CONTROL MEASURES.

**ROADWAY NOTES**

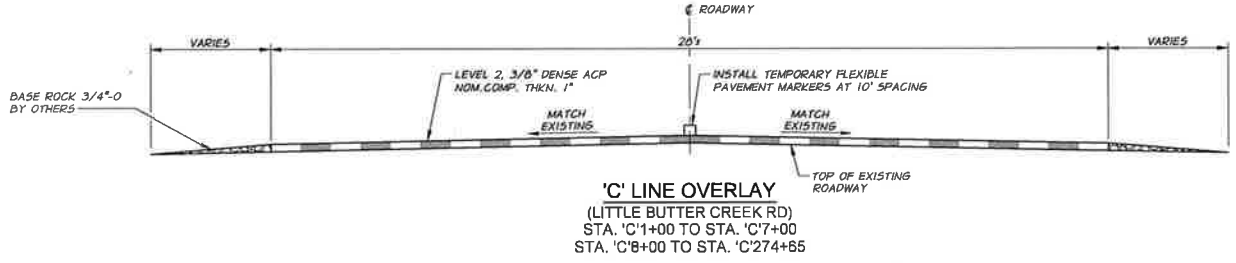
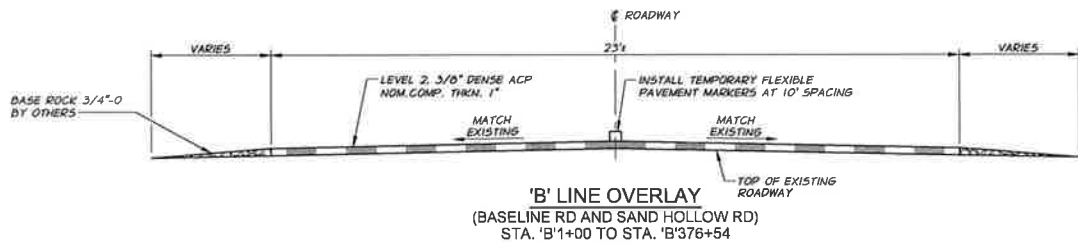
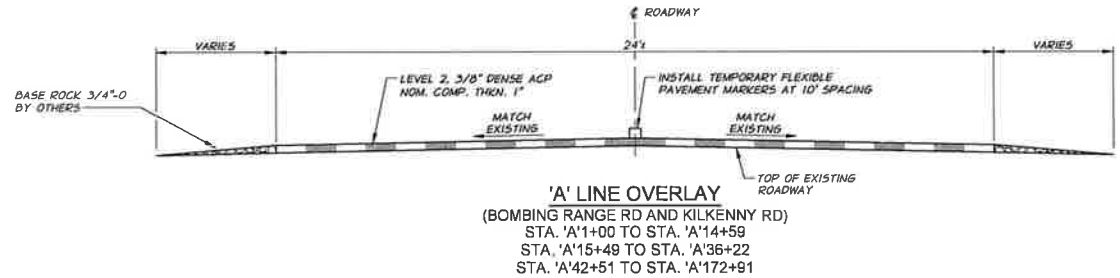
1. NO CONSTRUCTION STAKING WILL BE PROVIDED BY THE ENGINEER OR OWNER IN OVERLAY SECTIONS. NEW PAVING LIMITS WILL BE LAID OUT BY THE CONTRACTOR BASED ON THE TYPICAL SECTION AND EXISTING FIELD CONDITIONS AND WILL GENERALLY FOLLOW THE EXISTING ROADWAY. STAKING LINES/PAVING LIMITS MUST BE VERIFIED BY THE ENGINEER PRIOR TO PAVING. SEE CONSTRUCTION STAKING SECTION OF THE "GENERAL REQUIREMENTS" FOR STAKING OF RECONSTRUCTION SECTION.
2. ALL WORK TO BE PERFORMED WITHIN THE COUNTY RIGHT OF WAY.
3. MATCH EXISTING PAVEMENT AT PROJECT LIMITS AND INTERSECTION. SEE OREGON STANDARD DRAWING RD610, METHOD A.

I:\PROJECTS\2021\06\0600-301SEC.dwg | Project: 312021 9 17 AM | Website

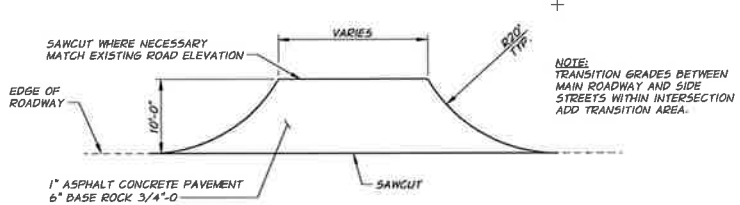
REVISION DESIGNED BY: D. RICH DRAWN BY: L. WILLHITE CHECKED BY: A. LINDSEY		DATE 2021	JOB NUMBER: 530-10 DRAWING NUMBER: 530-10-0600-301SEC.dwg COPYRIGHT 2011 BY ANDERSON PERRY & ASSOC., INC.	SCALE IN FEET 	<b>FOR REVIEW ONLY</b> NOT FOR CONSTRUCTION		<b>MORROW COUNTY, OREGON</b> THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION TYPICAL SECTIONS I	SHEET <b>2</b>
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NOTE  
 NO PAVING TO TAKE PLACE ON THE  
 LITTLE BUTTER CREEK ROAD BRIDGE  
 STA. 'C'7+00 TO STA. 'C'8+00.

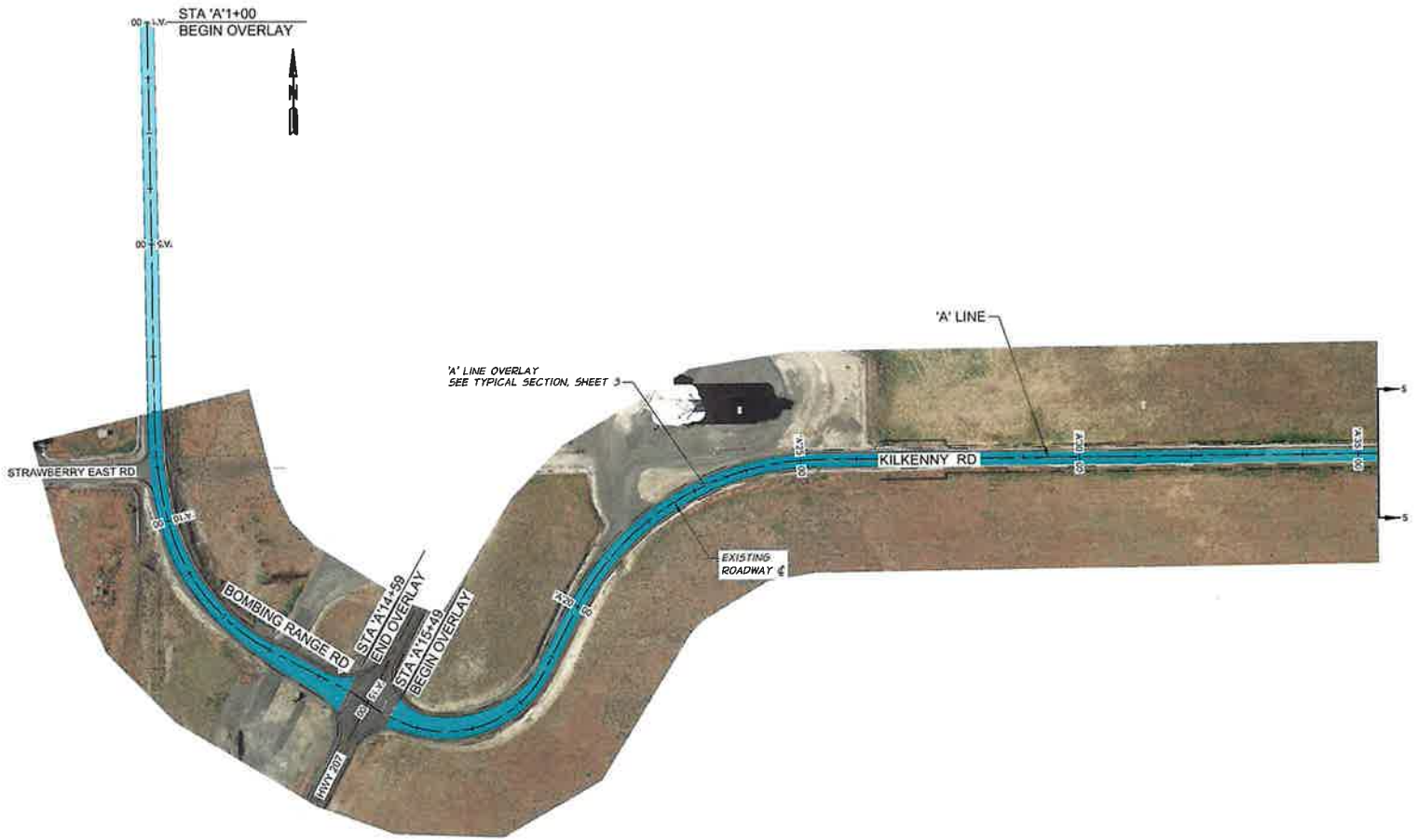


NOTE:  
 TRANSITION GRADES BETWEEN  
 MAIN ROADWAY AND SIDE  
 STREETS WITHIN INTERSECTION  
 ADD TRANSITION AREA.

**INTERSECTION TRANSITION DETAIL**  
 N.T.S.

DESIGNED BY: <b>D. RICH</b> DRAWN BY: <b>L. WILLHITE</b> CHECKED BY: <b>A. LINDSEY</b>		DATE: 2021		PROJECT NUMBER: <b>530-10</b> DRAWING NUMBER: <b>530-10-0800C-3035C.dwg</b> COPYRIGHT 2021 BY ANDERSON PERRY & ASSOC., INC.		<b>FOR REVIEW ONLY</b> NOT FOR CONSTRUCTION				<b>MORROW COUNTY, OREGON</b> THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION TYPICAL SECTIONS II		SHEET <b>3</b>
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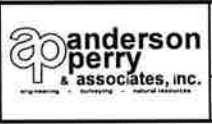


DESIGNER	D. RICH
CHECKED BY	L. WILLHITE
REVIEWED BY	A. LINDSEY

PROJECT NUMBER	530-10	DATE	2021
DATE FILED	530-10-060C-101PLN-A.dwg		
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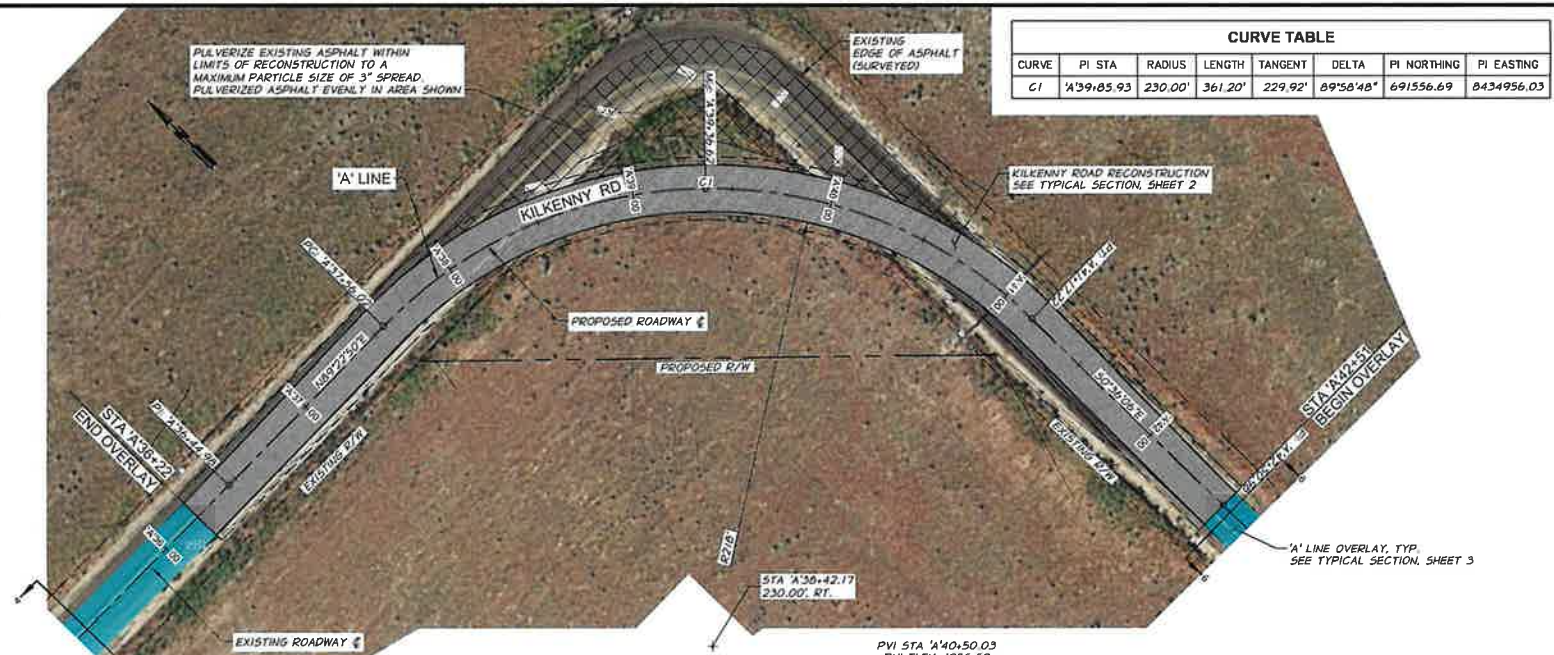


**MORROW COUNTY, OREGON**  
 THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION

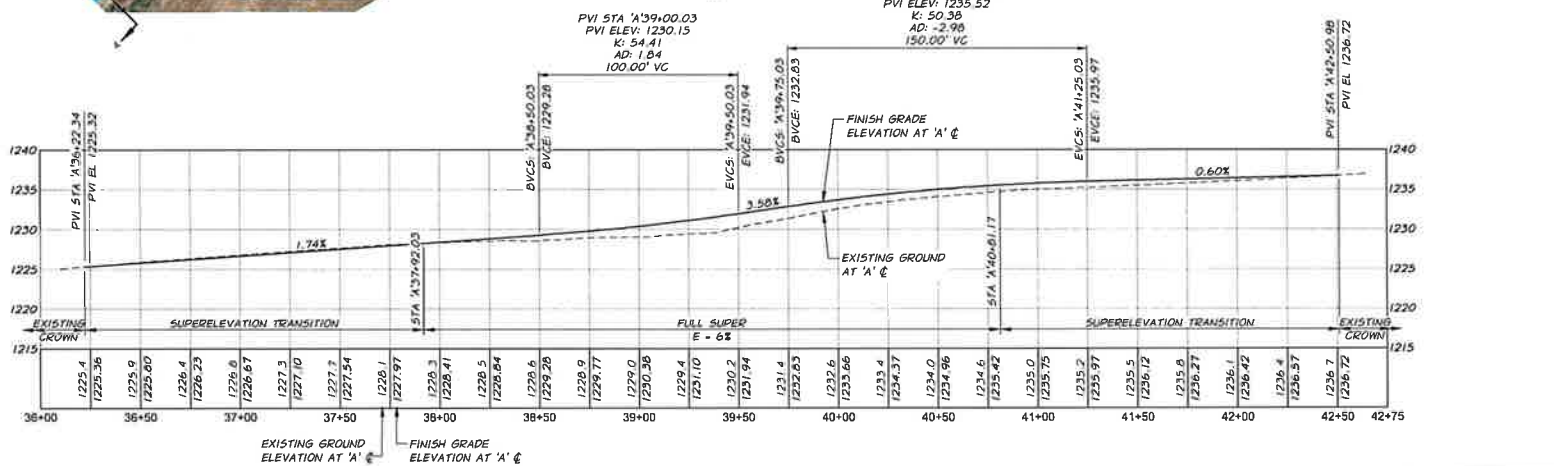
'A' LINE  
 PLAN STA. 'A'1+00 TO STA. 'A'35+00

SHEET  
**4**

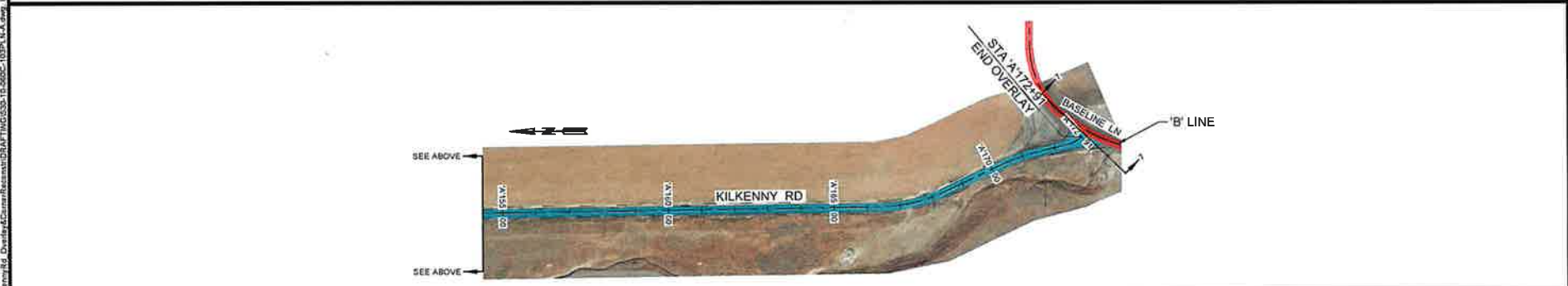
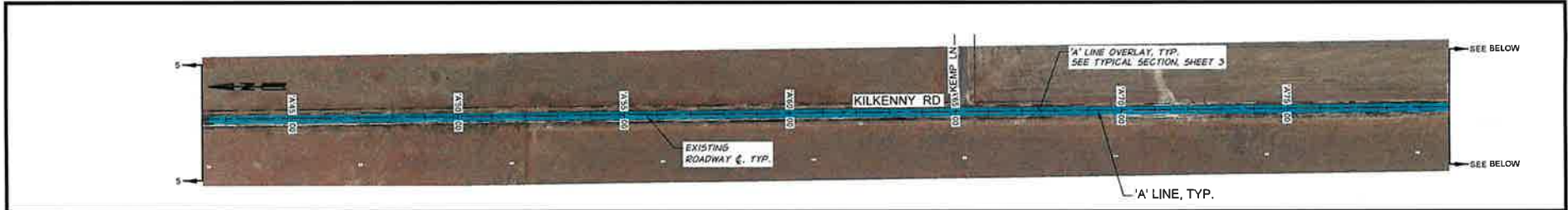
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CURVE TABLE						
CURVE	PI STA	RADIUS	LENGTH	TANGENT	DELTA	PI NORTHING PI EASTING
C1	A'39+85.93	230.00'	361.20'	229.92'	89°58'48"	691556.69 8434956.03

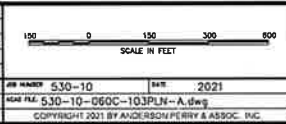


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'A' LINE PLAN AND PROFILE STA. 'A' 35+00 TO STA. 'A' 42+50								



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DESIGNED BY <b>D. RICH</b>	BY	DATE
DRAWN BY <b>L. WILHITE</b>		
CHECKED BY <b>A. LINDSEY</b>		



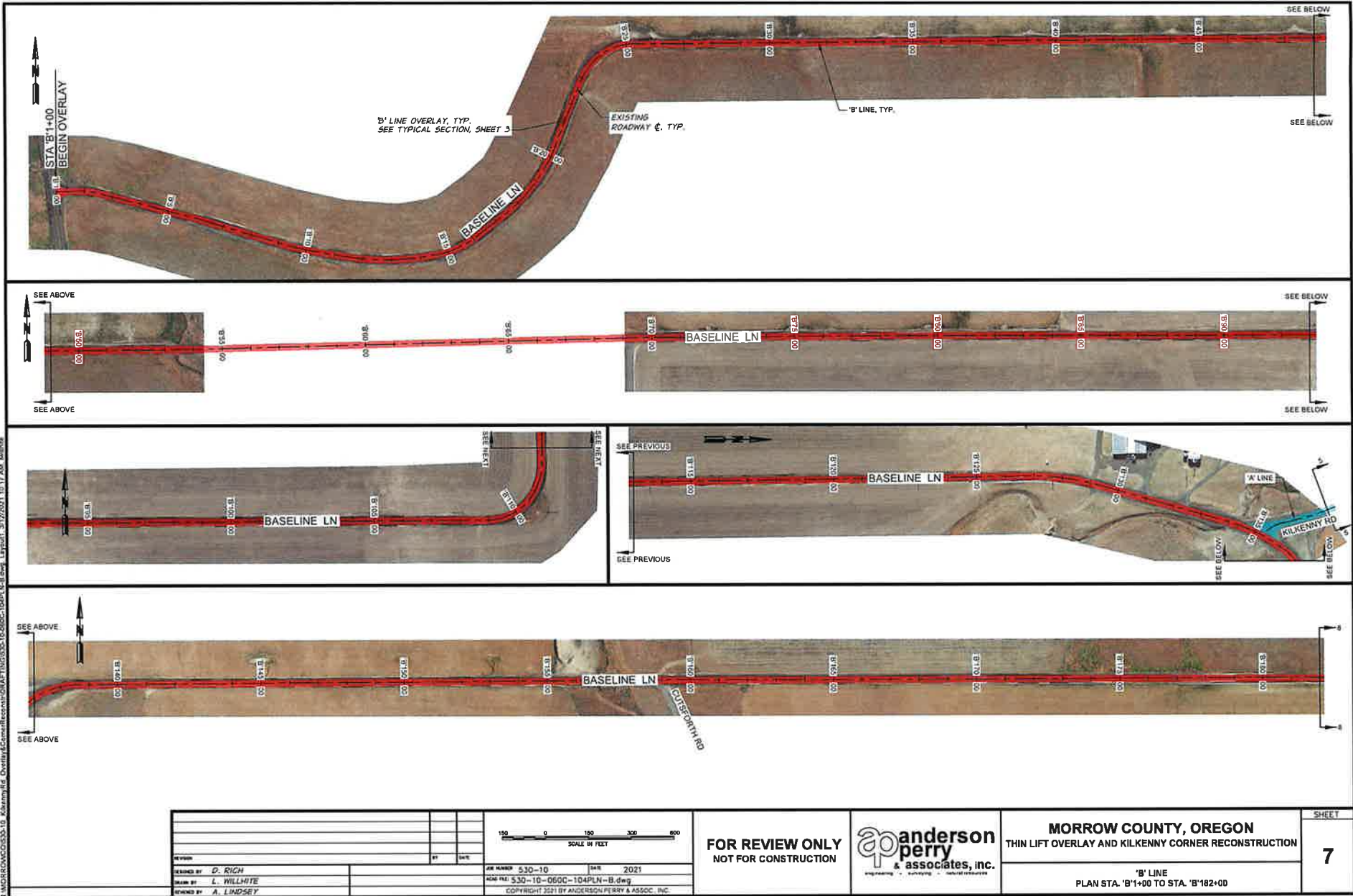
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**MORROW COUNTY, OREGON**  
 THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION  
 'A' LINE  
 PLAN STA. 'A'42+50 TO STA. 'A'172+91

SHEET  
**6**

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DESIGNED BY	D. RICH	DATE	
DRAWN BY	L. WILLHITE	DATE	2021
REVIEW BY	A. LINDSEY	DATE	

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DRAW NUMBER 530-10  
 DATE 2021  
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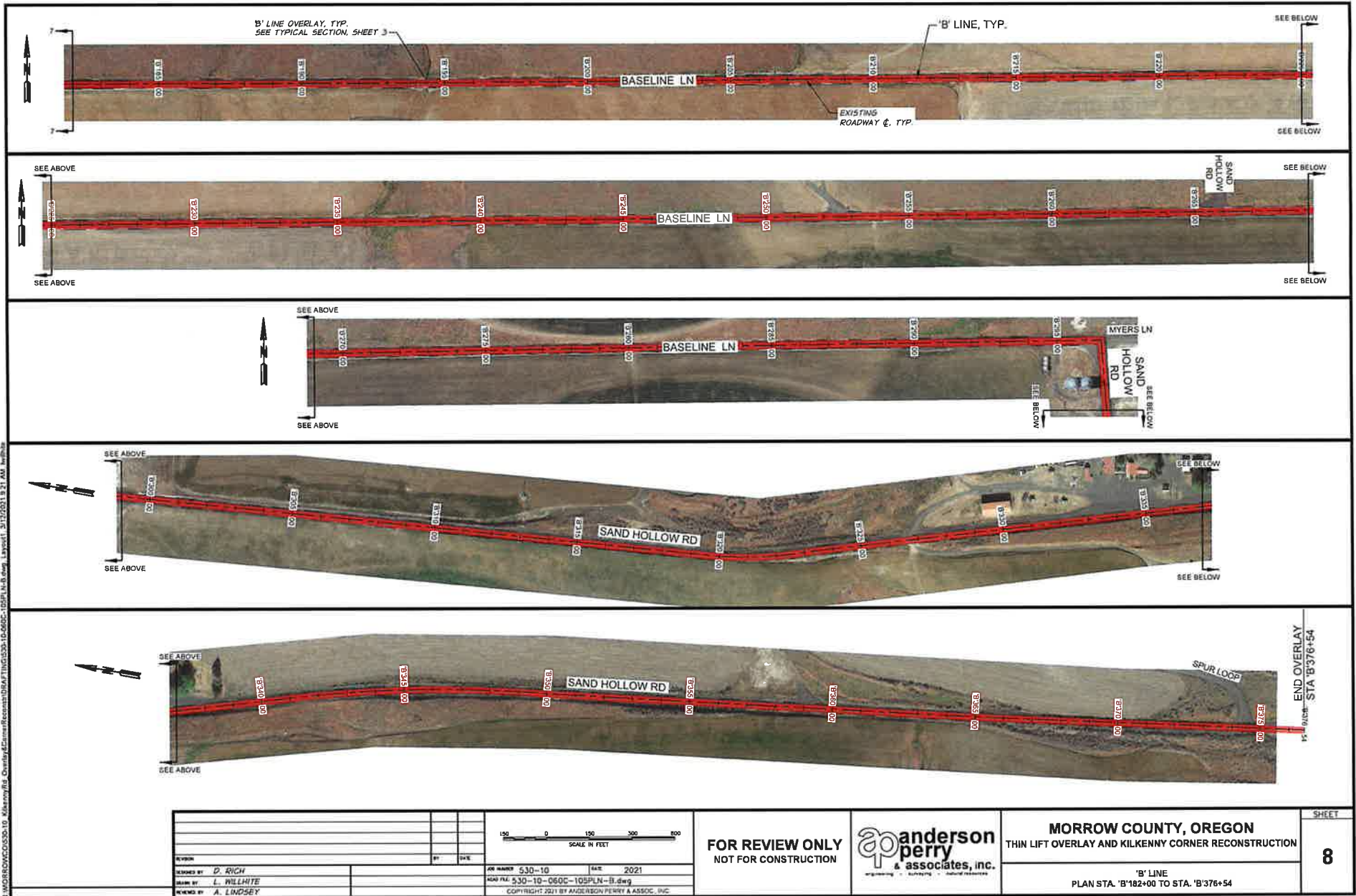
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**NOT FOR CONSTRUCTION**



**MORROW COUNTY, OREGON**  
**THIN LIFT OVERLAY AND KILKENNEY CORNER RECONSTRUCTION**

**'B' LINE**  
 PLAN STA. 'B'1+00 TO STA. 'B'182+00

SHEET  
**7**



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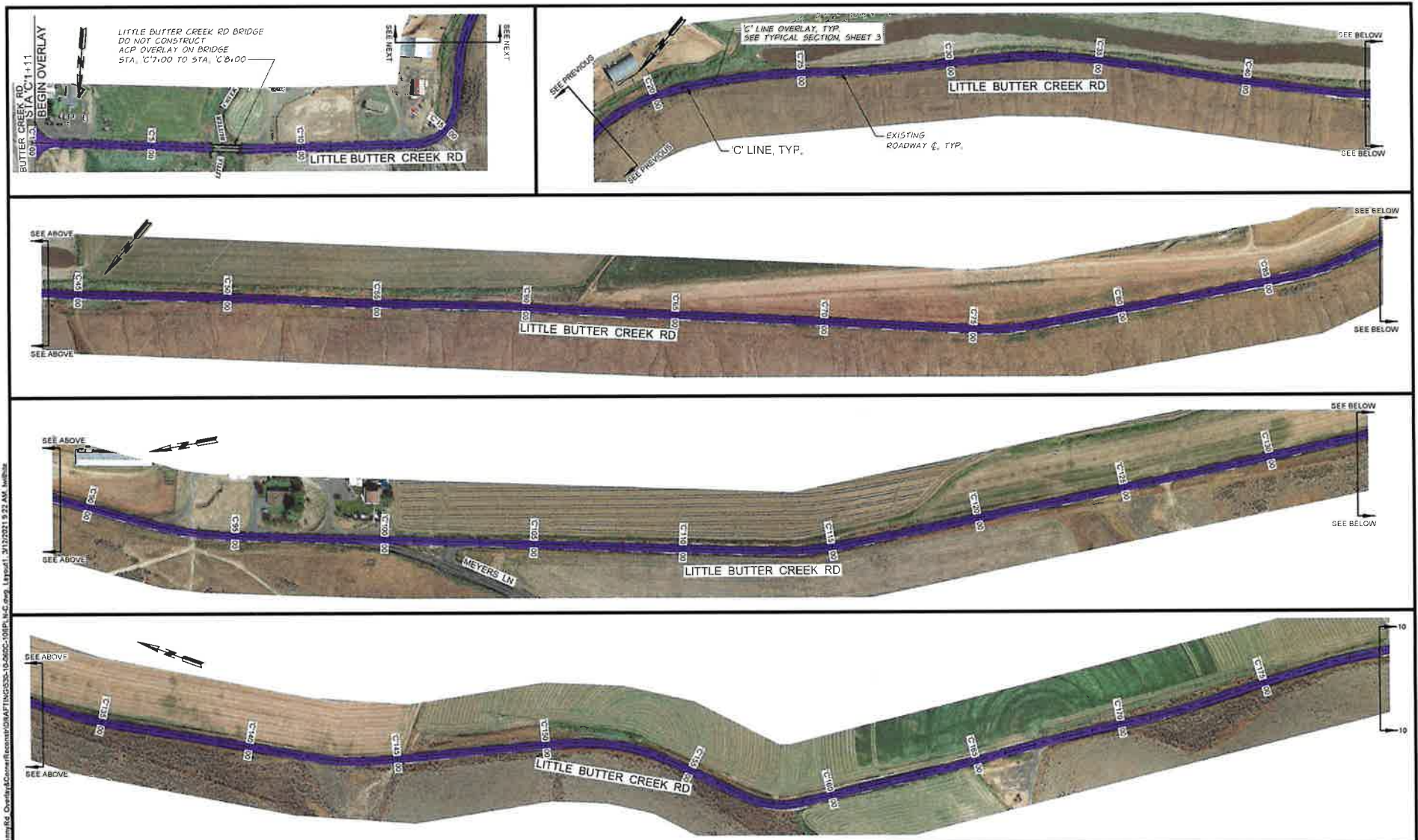
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DESIGNED BY <b>D. RICH</b>	DATE <b>2021</b>
DRAWN BY <b>L. WILLHITE</b>	PROJECT NUMBER <b>530-10</b>
CHECKED BY <b>A. LINDSEY</b>	DRAWING NUMBER <b>530-10-060C-105PLN-B.dwg</b>
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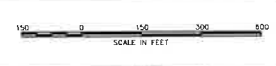
**MORROW COUNTY, OREGON**  
**THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION**  
 'B' LINE  
 PLAN STA. 'B'182+00 TO STA. 'B'376+54

SHEET  
**8**



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NO. 530-10	DATE 2021
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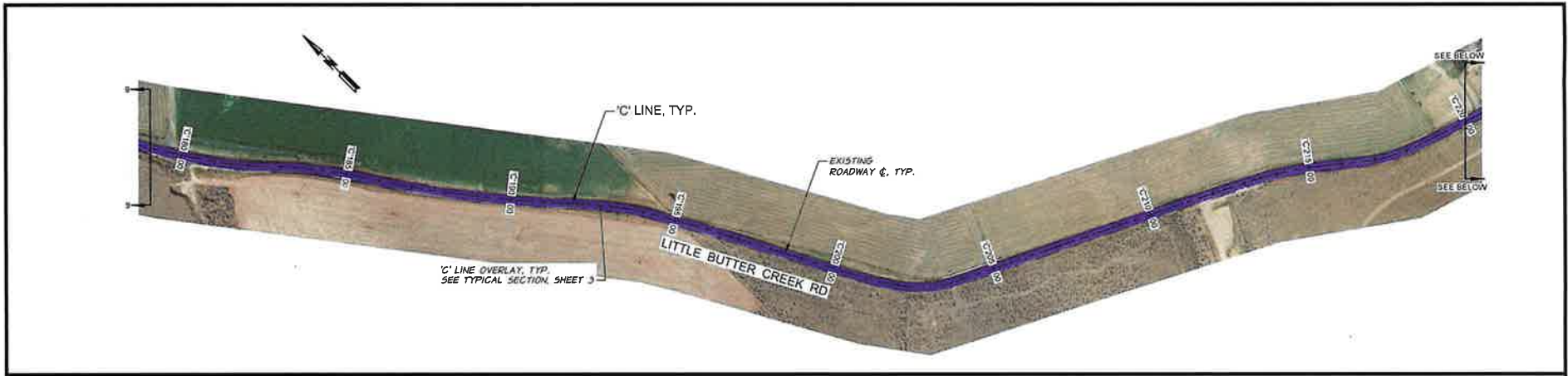


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**MORROW COUNTY, OREGON**  
 THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION  
 PLAN STA. 'C'1+00 TO STA. 'C'178+00

SHEET  
**9**



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REVISION	BY	DATE
DESIGNED BY D. RICH		
DRAWN BY L. HILLWHITE		
CHECKED BY A. LINDSEY		

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JOB NUMBER 530-10 DATE 2021  
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**MORROW COUNTY, OREGON**  
**THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION**

'C' LINE  
PLAN STA. 'C'178+00 TO STA. 'C'274+65



**ADVERTISEMENT FOR BIDS  
MORROW COUNTY, OREGON  
THIN LIFT OVERLAY AND KILKENNY CORNER RECONSTRUCTION - 2021**

Morrow County, Oregon  
365 W. Highway 74  
Lexington, Oregon 97839

**Morrow County, Oregon**, invites Bids for the construction of **Thin Lift Overlay and Kilkenny Corner Reconstruction - 2021**. Work for this Project consists of the reconstruction of approximately 600 feet of Kilkenny Road and approximately 15.6 miles of a 1-inch thin lift overlay. The Project includes approximately 14,100 tons of asphalt concrete pavement, along with other associated work to complete the Project.

Sealed Bids for the described Project will be received by Morrow County, at the Morrow County Public Works Office, at 365 W. Highway 74, Lexington, Oregon 97839, until 2:00 p.m., local time, April 1, 2021, at which time the Bids received will be publicly opened and read.

The Contract is subject to the applicable provisions of ORS 279C.800 through ORS 279C.870, the Oregon Prevailing Wage Law.

Bid security shall be furnished in accordance with the Instructions to Bidders.

The Issuing Office for the Bidding Documents is: Anderson Perry & Associates, Inc., 1901 N. Fir Street, La Grande, Oregon 97850, Andy Lindsey, P.E., 541-963-8309, [alindsey@andersonperry.com](mailto:alindsey@andersonperry.com). Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m., or at the other locations listed below.

Morrow County, 365 W. Highway 74, Lexington, Oregon  
Anderson Perry & Associates, Inc., 2659 S.W. 4th Street, Suite 200, Redmond, Oregon  
Anderson Perry & Associates, Inc., 214 E. Birch Street, Walla Walla, Washington

Bidding Documents are available at <http://www.andersonperry.com> under the **Bid Docs** link. The digital Bidding Documents may be downloaded for a non-refundable payment of \$25.00 by inputting QuestCDN eBidDoc Number 7673027 on the website. Assistance with free QuestCDN membership registration, document downloading, and working with the digital Project information may be obtained at QuestCDN.com, at 952-233-1632, or via e-mail at [info@questcdn.com](mailto:info@questcdn.com). The Bidding Documents will be available for download after **March 18, 2021**. No paper sets will be provided for bidding purposes.

The Owner is an equal opportunity employer. Minority and women-owned businesses are encouraged to bid. Minority and women-owned businesses should indicate they are a minority on the Planholders List.

Owner: **Morrow County, Oregon**

By: **Matt Scrivner**

Title: **Public Works Director**

Date: **March 17, 2021**

+ + END OF ADVERTISEMENT FOR BIDS + +



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: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: April 7th, 2021

Purchase of Transit Video Surveillance System

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Safety Vision
Contractor/Entity Address: 6100 W. Sam Houston Pkwy. N. Houston, TX 77041
Effective Dates - From: April 2021 Through: June 2021
Total Contract Amount: 26,998.25 Budget Line: 216
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
Kate Knop- email 4/1/2021 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):**

In July of 2020, the Board approved the 5310 Discretionary Grant Agreement #34261, awarded by Oregon Dept. of Transportation. This grant is to purchase a Video Surveillance System for the the Loop fleet.

The grant totals \$27,000 with a 50% Federal share, the \$13,500 match will be funded locally with STIF Plan Project one, Mobile Data Transmitters.

Budget Resolution is required to transfer \$13,500 from #216 to #504 - 5310 FTA Grant fund. The resolution will increase revenue by the Agreement \$13,500 and Capital Outlay by \$27,000.

The Loop received four quotes, one disqualified as it did not meet the requirements in the Request For Purchase. Attached is a cost overview based on the criteria of the Request For Purchase. The review process revealed how tight this market is, which prompted reference calls to other transit providers. We considered attention to detail, customer service and references, as a result the review panel recommends the award go to Safety Vision.

**2. FISCAL IMPACT:**

\$13,500 Federal Share to fund budget #5310 FTA Grant Fund  
\$13,500 Local match from #216

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

Motion to approve Safety Vision to supply a Video Surveillance System for the Loop fleet.

Attach additional background documentation as needed.



**THE LOOP - MORROW CO. TRANSPORTATION**

P.O. Box 495 · Heppner, Oregon 97836 · (541) 876-5667 · 1-855-644-4560

Video Surveillance System Cost Review

Vendor:	Safe Fleet	Angel Trax	Safety Vision
<b>Criteria</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>
Warranty	3 yr. included \$0	5 yr. included \$0	3 yr. included \$0
Installation	\$4,824.00	\$7,000.00	\$6,000.00
Hardware	\$17,904.00	\$17,009.12	\$22,285.36
Software	\$2,800.00	\$2,400.00	\$250.00
Training	included in install	included in install	included in install
Travel Costs	included in install	included in install	included in install
Supplies	\$928.00	\$1,600.00	\$1,762.89
Met RFP Requirements	Yes	Yes	Yes
<b>Grand Total \$</b>	<b>\$26,456.00</b>	<b>\$28,009.12</b>	<b>\$30,298.25</b>

**Project Discount -**  
**\$3,300**  
**\$26,688**

Prepared by Katie Imes 3/17/2021



**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: Katie Imes  
Department: The Loop  
Short Title of Agenda Item:  
(No acronyms please)

Phone Number (Ext): 541-676-5667  
Requested Agenda Date: April 7th, 2021

**Statewide Transportation Improvement Fund Advisory Committee Appointment**

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

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

Reviewed By:

_____	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):**

We currently have two vacancies on the Statewide Transportation Improvement Fund Advisory Committee. Attached is a Committee Member list that defines the geographic area and populations they represent in Morrow County.

Mr. Green has requested an appointment to serve as a representative of "local governments" and "major destinations for users of public transit" in Boardman, attached is his appointment letter.

**2. FISCAL IMPACT:**

N/A

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

Motion to appoint Mr.Green to the Statewide Transportation Improvement Fund Advisory Committee, term beginning April 7th, 2021 through April 7th, 2024

Attach additional background documentation as needed.



**THE LOOP - MORROW CO. TRANSPORTATION**

P.O. Box 495 · Heppner, Oregon 97836 · (541) 676-5667 · 1-855-644-4560

Date: 3/22/2021

To Whom It May Concern,

I would like to be considered for the following committee(s).

- Statewide Transportation Improvement Fund (STIF)  Reappointment
- Special Transportation Fund (STF)  Reappointment

I would like to see this program thrive in Morrow County because of the following interest that I have in transportation:

Transportation plays a major role in all our lives. Transportation helps our economy. I'm interested in our economy, and would like to see it flourish. Logistics are important to commerce, to society, to working/playing, medical the list goes on.

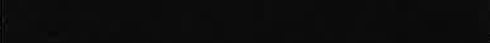
I feel like I can contribute to this committee by representing the following areas:

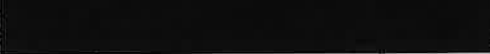
I'm employed by local government. I have worked with all ages in efforts to provide transportation. My transportation efforts have mostly been focused on recreation & programs.

Thank you,

Name: Scott Green

Address:  BOARDMAN, OR

Phone Number: 

Email: S  @COM



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

(For BOC Use)  
 Item #  
 6f

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: 4/7/2021

(No acronyms please)      **2021 Employee Handbook & Policies**

**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>10 minutes</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:

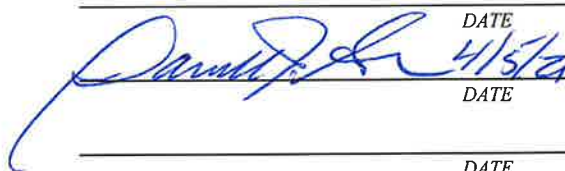
Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	Department Director	Required for all BOC meetings
	DATE 4/5/21 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	DATE 4/2/2021 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.

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**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):**

Review of the new Employee Handbook and Personnel Policies.

The current Personnel Policies book was combined with the CIS template in order to accurately reflect Morrow County's policies with language regarding new standards and legalities.

The content within this handbook will have comments that illustrate whether the section is NEW or EDITED from the existing personnel policies.

Suggested Edits from 3/24/2021 meeting:

Page 16 - Working out of classification - Edited after review by Pre-Loss Attorney

> Full draft of policy is attached as separate document.

Page 17 - Use of private airplanes - Change approval from BOC Member to Co. Administrator.

Page 33 - Remove Exceptional Compensation policy - as it is no longer applicable/used.

Recently adopted County Values were also added to the introduction of the Handbook.

**2. FISCAL IMPACT:**

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

Review, discussion, and potential approval of the 2021 Employee Handbook and Policies.

Attach additional background documentation as needed.

## A. Working Out of Class

~~Employees are considered to be working 'out-of-class' when they are assigned by the County to perform the duties of a Department Head's job specification that pays a higher job rate than the employee's current position. In the event of a prolonged absence of a department head, an employee may be called upon to assume some of the department head's duties~~ in addition to their regular duties. Whenever these occasions extend for a period of time beyond ~~one month~~ 30 days, it is appropriate to consider temporary additional pay to compensate for ~~the any~~ additional responsibilities that the employee may be required to undertake. Employees working-out-of-class will only be eligible for the interim pay for a period of 6 months. However, a maximum period of 1 year may be approved based on the position being designated as 'hard-to-fill' by Human Resources.

The Board of Commissioners will decide, based on the ability, qualifications, and candidates for the position and if appropriate, to designate an employee to be "working- out-of-class".

The employee who is selected to temporarily work out of class will receive an increase to their base rate of pay to the greater of: a one-step pay increase while filling the position:

1. The classification salary base rate of pay of the higher-level position, or
2. 5% above the employee's regular base rate of pay.

### Eligibility:

1. Director, Department Head, or equivalent level positions.
2. The active employee must assume a substantial portion, if not all, of the duties of the interim assignment.
3. The new duties to be performed are clearly differentiated from the duties normally performed by the employee.
4. The incumbent must meet the minimum qualifications of the interim role, as defined by the position.

~~The BOC will make the determination on a case-by-case basis whether the temporary pay increase should be retroactive to the date of the absence of the affected department head, based upon when the additional responsibilities were assumed by the employee, budgetary constraints, and other appropriate considerations.~~

Upon return to or appointment of a person to the department head position, the employee working out of class will be returned to their regular duties and regular rate of pay.

If an employee is temporarily assigned to a lower job classification, the employee shall continue to receive the employee's regular rate of pay during such assignment, except that this provision does not cover an employee who is demoted by the County.



Morrow County  
Employee Handbook  
& Policies

Effective: April 2021

# MORROW COUNTY VALUES

## Communication

*Cultivating trust, honesty, and respect which allows the opportunity to exchange ideas and efficiently deliver services to the public.*

## Teamwork

*We are dedicated to providing the best service to our constituents by building relationships, empowering leadership, and meaningful collaboration.*

## Professionalism

*Leading by example to conduct business in an ethical manner that promotes equity and inclusiveness with a deep sense of social responsibility as trusted public servants.*

Welcome!

Commented [A1]: NEW WELCOME PAGE

Welcome to Morrow County, we're glad to have you on our team. We believe that our employees are our most valuable assets. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with Morrow County, you will become a productive and successful member of Morrow County's team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between Morrow County and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of Morrow County with or without prior notice. This handbook supersedes any prior handbooks or written policies of Morrow County that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement contradicts or is inconsistent with what is in this employee handbook, the collective bargaining agreement provision controls.

This handbook does not create a contract of employment between Morrow County and its employees. With the exception of employees who are subject to a collective bargaining agreement, all employment at Morrow County is "at will." That means that either you or Morrow County may terminate this relationship at any time, for any reason, with or without cause or notice (unless you are subject to a collective bargaining agreement or written contract of employment). No supervisor, manager, or representative of Morrow County has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by Morrow County (or that is included in a collective bargaining agreement).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the Human Resource Director.

Sincerely,  
Human Resources  
Morrow County

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**Commented [A3]:** All new policies in this section. Standard --  
Provided by CIS. CANNOT CHANGE

## **I. Equal Employment Opportunity (EEO) Policies**

The following EEO Policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with Human Resources at any time if they have questions relating to the issues of harassment, discrimination or bullying, or what it means to work in a respectful workplace.

### **A. No-Discrimination, No-Retaliation Policy**

Morrow County provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. Morrow County also recognizes an employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

Morrow County's commitment to equal opportunity applies to all aspects of the employment relationship; including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

### **B. Statement Regarding Pay Equity**

Morrow County supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that at which Morrow County pays wages or other compensation to other employees for work of comparable character, are encouraged to discuss the issue with the HR Director.

See also "Statement Regarding Pay Practices" policy, below.

### **C. No-Harassment Policy**

Morrow County prohibits harassment of any kind or sexual assault in the workplace, or harassment or sexual assault outside of the workplace that violates its employees, volunteers and interns right to work in a harassment-free workplace. Specifically, Morrow County prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or with the HR Director, at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during Morrow County-related or -sponsored trips (such as conferences or work-related travel), and during non-working hours when that off-duty conduct creates an unlawful hostile work environment for any of Morrow County's employees. *Such harassment is prohibited whether committed by Morrow County employees or by non-employees (including elected officials, members of the community, volunteers, interns and vendors).*

#### Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

- Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

#### Other Forms of Prohibited Harassment

Morrow County policy also prohibits harassment against an individual based on the individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility toward an individual because of that individual's protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on Morrow County property;
- "Teasing" or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person's religious beliefs, or "pushing" your religious beliefs on someone who doesn't have them;
- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct.

#### Complaint Procedure

Employees, volunteers or interns who have experienced a sexual assault, any harassment, discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention of the HR Director, or a supervisor or member of management as soon as possible. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voicemail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that he/she wants it to stop.

#### Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with Morrow County's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, Morrow County will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the Morrow County complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although Morrow County cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against Morrow County, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused him/her harm. When an employee can prove

harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

#### Protection Against Retaliation

Morrow County prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing or discriminatory conduct, or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to the HR Director or any supervisor or member of management. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

#### Other Resources Available to Employees

Morrow County provides an Employee Assistance Program (EAP) through Cascade Centers to employees and dependents who are enrolled in Morrow County's medical coverage. For access to confidential help 24 hours a day, seven days a week, call toll-free: 1-800-433-2320, or go online to [www.cascadecenters.com](http://www.cascadecenters.com). The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, and others.

Morrow County cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information: <https://www.osbar.org/public/>.

#### Other Employee Rights

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his/her experience.

Morrow County is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation, and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires Morrow County to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with Morrow County regarding his/her experience and/or employment status, the employee should contact the HR Director. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If Morrow County and employee do reach an agreement, Morrow County will not require an employee to enter into a nondisclosure agreement (which would prohibit the

employee from discussing or communicating about his/her experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightingly about Morrow County or making comments that would lower Morrow County in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that Morrow County and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

#### **D. No-Bullying Policy**

Morrow County strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. Morrow County, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed toward an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Employees who have experienced bullying in violation of this policy, who have witnessed an incident of bullying, or who have credible information about an incident, are expected and should bring the matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred, Morrow County will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.



## **E. Disability Accommodation Policy**

Morrow County is committed to complying fully with the Americans with Disabilities Act (ADA) and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

### Accommodations

Morrow County will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operations of Morrow County.

### Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, Morrow County) and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations or training materials provided by Morrow County, providing readers and interpreters, or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the management team or the HR Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his/her need for a reasonable accommodation. Both Morrow County and employee must monitor the employee's accommodation situation and adjust as needed.

## **F. Pregnancy Accommodation Policy**

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact the management team or the HR Director to discuss their options for continuing to work and, if necessary, leave of absence options. Morrow County will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on Morrow County's operations.

Although this policy refers to "employees," Morrow County will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

### Requesting a Pregnancy-Related Accommodation

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties, should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with a member of the management team or the HR Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist Morrow County and the employee find an effective accommodation, or to verify the employee's need for an accommodation. Both Morrow County and employee must monitor the employee's accommodation situation and adjust as needed.

### No Discrimination, No Retaliation

Morrow County prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by Morrow County; or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation. Under Oregon law, an employer can't require an employee to use FMLA if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of Morrow County. Also, no employee will be denied employment opportunities if the denial is based on the need of Morrow County to make reasonable accommodations under this policy.

### Leave of Absence Options for Pregnant Employees

Employees who are pregnant or experiencing pregnancy-related medical conditions should be aware of their leave of absence options under the Family Medical Leave Act FMLA.

## **G. Reporting Improper or Unlawful Conduct — No Retaliation**

Employees may report reasonable concerns about Morrow County 's compliance with any law, regulation or policy, using one of the methods identified in this policy. Morrow County will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by Morrow County;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of Morrow County; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, Morrow County will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of

a public body, with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

#### Employee Reporting Options

Employees who wish to report improper or unlawful conduct should first talk to his/her supervisor. If the employee is not comfortable speaking with their supervisor, or is not satisfied with the supervisor's response, they are encouraged to speak with the HR Director or County Administrator. Supervisors and managers are required to inform the HR Director or County Administrator about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If Morrow County were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

#### Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of Morrow County's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of his/her coworker or supervisor acting within the course and scope of his/her employment. The disclosure must have been made to: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with Morrow County; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

#### Policy Against Retaliation

Morrow County will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he/she is disclosing information about conduct that is improper or unlawful, and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by Morrow County policy).

In addition, Morrow County prohibits retaliation against an employee for participating in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no Morrow County employee will be adversely affected because he/she refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. Morrow County may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his/her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if Morrow County determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

## **II. Employment Relationship**

### **A. Employee Orientation**

The orientation of a new employee is an important step in acquainting an individual with his/her work station, job duties and co-workers. It is also an appropriate time to communicate to the new employee important information about department expectations, County policies, and methods of operation. The employee's immediate supervisor is responsible for orienting the new employee, with assistance from the Human Resource and Finance Department. An Orientation Checklist has been designed to help the supervisors with this procedure. The completed checklist must be filed in the employee's personnel file.

### **B. Probationary Period**

All new employees in the salary range of 10 or below, including current employees who are promoted or transferred within Morrow County, are hired into a probationary training period that lasts no less than 6 months. Employees in range 11 or higher will serve a probationary period of 12 months. The probationary period is an extension of the employee selection process. During this period, the employee is considered to be in training and under observation and evaluation by his/her manager. Evaluation of the employee's adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the probationary period. This period gives the employee an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if the employee's knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for the employee to decide if Morrow County meets his/her expectations of the employer.

Employees who are promoted or transferred to another position shall serve a new probationary period in the new position. During a promotional probationary period, the promoted employee may be demoted at any time without appeal, provided that the probationary employee is reinstated in the position from which he or she was promoted, even though this may necessitate the layoff of the employee occupying the position.

At or before the end of the probationary period, a decision about the employee's employment status will be made. Morrow County will decide whether to: (1) Extend his/her probationary period; (2) Move him/her to regular, full-time or regular, part-time status; or (3) Terminate his/her employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both the employee and Morrow County may terminate the

employment relationship during the probationary period for any lawful reason. Further, completion of the probationary period or continuation of employment after the probation period does not entitle the employee to remain employed by Morrow County for any definite period of time. Both the employee and Morrow County are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

### **C. Employment of Relatives/Family Members**

~~Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, Morrow County will hire relatives of persons currently employed only if: a) candidates for employment will not be working directly for or supervising a relative, and b) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests.~~

~~If any employee, after employment or change in employment, enters into one of the above relationships, one of the affected individuals must seek a transfer or a change in the reporting relationship. Such changes must be approved by the HR Director. If a decision cannot be made by the affected employees within 14 days of reporting, reassignment will be made on direction of the department Director and the HR Director.~~

~~"Family member" is defined as one of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).~~

~~Relatives of current employees, or individuals involved in an intimate personal or financial relationship with a current employee, are eligible for hire at Morrow County subject to the same selection process and job requirements and will be evaluated in the same manner as any other applicant. However, persons will not be hired or promoted into positions in which one family member (as defined by Oregon law) or person involved in an intimate personal or financial relationship, would fall under the direct line of supervision of the other family member or partner.~~

~~All employees shall avoid being in a position where they are subject to supervisory or oversight authority by a family member, member of their household, or a person with whom they have an intimate personal or financial relationship. If the relative relationship is established after employment as a result of organizational restructure, marriage, or a development of an intimate personal or financial relationship, the employees involved have an obligation to immediately inform their supervisor, or Human Resources. The employees and Morrow County will jointly make a good faith effort to find an alternative assignment for one of the two employees. Depending on business need, this may include, but is not limited to restructuring duties, assignment to another position, and assignment to another shift or change in supervision. If no alternative assignment is available, the two employees will have 30 days to decide who will resign. If a decision is~~

not made within 30 days, Morrow County will make the final decision, based on the County's operational and financial needs.

Policy violations including, but not limited to, failure to disclose a family relation, or an intimate personal or financial relationship, will be investigated by Human Resources. Policy violations may result in progressive discipline of employees, up to and including termination of employment. Supervisors and lead workers may be disciplined for taking employment actions based upon the relationship.

#### **D. Employee Classification**

Morrow County classifies employees as follows:

1. **Regular Full-time:** Employment in an established position requiring 40 hours or more of work per week. Generally, full-time employees are eligible to participate in Morrow County's benefit programs.
2. **Regular Part-time:** Employment requiring less than 40 hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time. Regular, part-time employees are only eligible for benefits for those working 20 hours or more a week.
3. **Temporary:** Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Temporary employment can either be full-time or part-time but the duration of employment may not exceed 6 months or 1040 hours. Temporary employees are not eligible for benefits other than those mandated by applicable law.

Additionally, all employees are defined by federal and Oregon law as either "exempt" or "nonexempt," which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all Morrow County rules and procedures.

#### **E. Civic Duty Volunteerism**

It is the policy of Morrow County to support employees who desire to participate in civic activities.

Whenever County operations would not be unduly interrupted, supervisors will normally authorize an employee to be excused from work to engage in emergency volunteer services such as firefighting, ambulance drivers, emergency medical technicians (EMTs), search and rescue, Red Cross, etc. Such absences shall be authorized only for employees with a bona fide affiliation to the emergency provider and only for actual emergency events and not for routine meetings, training or other non-urgent occasions.

Further, employees may elect to continue being paid while engaged in these non-County activities if they wish to apply any of their accrued paid vacation leave to their period of absence from work. Any application of paid time may only be for the period of time the employee is absent from their normal work day. Notwithstanding the above, the

use of paid vacation time for the purposes of this section shall in no event result in the accumulation of overtime.

**F. The Workweek**

The established workweek is from 12:01am Monday to 12:00 midnight, Sunday. The regular hours of work each day shall be consecutive except for a lunch period. The regular workweek shall consist of no more than 5 consecutive days. The hours of work for individual positions shall be determined by the department head to meet the needs of the department.

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**G. Flex Time**

By voluntary mutual agreement between the employee and supervisor an alternative to the regularly scheduled day or work week may be worked. A "flexed" schedule may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or several days. A flexed schedule will not, however, change the total number of hours worked in the Fair Labor Standards Act FLSA established weekly work period (40) for the affected employee. A flexed work schedule shall not result in the payment of overtime unless the total number of hours worked in the week exceeds 40.

**H. Meal Periods and Rest Breaks**

Each employee shall be allowed an uninterrupted 15-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible.

All employees shall be granted a 1-hour unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. The meal period shall normally be taken between 3 and 5 hours after the start of the work shift. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his/her supervisor before the end of the shift so that Morrow County may pay the employee for that work.

Meal periods and rest breaks are mandatory and are not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to start work late or leave early. An employee who fails to abide by this policy and applicable laws may be subjected to discipline, up to and including termination.

Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available should contact their supervisor.

Commented [A5]: New table entered for convenience.

Length of Work Period	Requirement	
	Rest Breaks	Meal Periods
<hr/>		

2 hours or less	0	0
2 hours & 1 minute – 5 hours & 59 minutes	1	0
6 hours	1	1
6 hours & 1 minute – 10 hours	2	1
10 hours & 1 minute – 13 hours & 59 minutes	3	1

**I. Rest Breaks for Expression of Breast Milk**

Commented [A6]: New Policy – Required by law

Morrow County will provide reasonable rest periods to accommodate an employee who needs to express milk for her child 18 months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, or if the employee is exempt from overtime laws, the employee is entitled to take a reasonable period each time the employee has a need to express milk.

Morrow County will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time Morrow County is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time.

If an employee takes unpaid rest breaks, Morrow County may, at the discretion of the employee's supervisor, allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid rest periods. Morrow County will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this policy.

Morrow County will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, Morrow County will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.



### Notice

An employee who intends to express milk during work hours must give their supervisor reasonable oral or written notice of her intention to do so, in order to allow Morrow County time to make any preparations necessary for compliance with this rule.

### Storage

Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

## **J. Transfers**

An employee requesting transfer from a position in one department to a position in a different department shall apply in the manner provided in the advertisement or posted job announcement. It shall be the employee's choice whether to inform their current department head of the application. If the application is successful, the employee will give the current department head the customary two-week notice before assuming their new position, unless some other time frame can be mutually agreed upon between the two affected department heads.

An employee requesting transfer from one classification to another may not be considered for the transfer if he/she does not possess the minimum qualifications for the new classification.

When an employee transfers to a different position in the same pay range on the salary scale, the rate of pay will remain the same. For transfers to a higher classified position, see promotions. For transfers to lower classified positions, see voluntary demotions below.

## **K. Promotions**

It is the County's policy to encourage and promote the professional growth of each employee. Therefore, the County encourages employees to apply for promotions to positions for which they are qualified. Promotions shall be based on the ability, qualifications and potential of candidates for the position.

The appointing power may recruit both current employees and applicants from outside the County service to insure the selection of the most qualified and appropriate person to fill a position. The appointment to fill a vacancy in a management position may be made either by promotion from within the department or on a competitive basis utilizing outside sources.

When an employee is promoted, they will be paid at the first step of the new pay range that provides for an increase in pay. Step increases thereafter shall be based on the anniversary date of the promotion.

## L. Demotions

A demotion is an appointment of an employee from a position in one class to a position in another class having a lower salary range. Demotions may occur for the following reasons:

### Involuntary

The demotion of an employee which may be instituted as a disciplinary action. Involuntary demotions for cause or performance related problems will result in placement at the next lower step on the salary scale

### Voluntary

A demotion requested by an employee where the action is entirely voluntary on the part of the employee and not taken for disciplinary reasons. If an employee is voluntarily demoted (applies for and accepts a position in a lower salary range) the employee shall be paid at the same longevity step of the lower salary range.

## M. Reductions in Force (Layoffs)

The County may lay off an employee due to changes in duties; reorganization of positions; elimination of a position or service; lack of work; shortage of funds; or other cause which does not reflect discredit on the service of the employee.

A reasonable effort will be made to integrate employees subject to the layoff into other departments, if vacancies exist.

In determining the order of the layoff, the decision shall be based on a combination of considerations including, but not necessarily limited to, the specific qualifications and skills required in the work to be performed following the layoff, job performance, and seniority.

Upon a layoff, the County shall cease to pay for any benefits, but the employee may ~~opt for continuation of benefits through COBRA at their own expense pay for group coverage of health benefits under COBRA~~ in accordance with current state and federal law.

Employees re-employed with the County within 18 months of the layoff will retain their seniority and longevity placement on the appropriate pay scale. Time away from the job will not be counted toward seniority/longevity, but will begin accruing again at the time of rehire.

~~The employee on a layoff will have the option of cashing in all accrued vacation leave while on layoff status or leaving the vacation accruals intact for the return to work. Accrued sick leave may not be cashed in. No leave, whether paid or unpaid, may be retained for longer than one year. If an employee remains on layoff status for longer than one year, accrued vacation leave shall be paid out.~~

**Commented [A7]:** Edited Policy based on guidance from Counsel and Pre-Loss Attorneys with CIS.

## **N. Working Out of Class**

Employees are considered to be working 'out-of-class' when they are assigned by the County to perform the duties of a Department Head's job specification that pays a higher job rate than the employee's current position in addition to their regular duties. Whenever these occasions extend for a period of time beyond 30 days, it is appropriate to consider temporary additional pay to compensate for the additional responsibilities that the employee may be required to undertake. Employees working-out-of-class will only be eligible for the interim pay for a period of 6 months. However, a maximum period of 1 year may be approved based on the position being designated as 'hard-to-fill' by Human Resources.

The Board of Commissioners will decide, based on the ability, qualifications, and candidates for the position and if appropriate, to designate an employee to be "working- out-of-class".

The employee who is selected to temporarily work out of class will receive an increase to their base rate of pay to the greater of:

1. The classification salary base rate of pay of the higher-level position, or
2. 5% above the employee's regular base rate of pay.

Eligibility:

1. Director, Department Head, or equivalent level positions.
2. The active employee must assume a substantial portion, if not all, of the duties of the interim assignment.
3. The new duties to be performed are clearly differentiated from the duties normally performed by the employee.
4. The incumbent must meet the minimum qualifications of the interim role, as defined by the position.

Upon return to or appointment of a person to the department head position, the employee working out of class will be returned to their regular duties and regular rate of pay.

If an employee is temporarily assigned to a lower job classification, the employee shall continue to receive the employee's regular rate of pay during such assignment, except that this provision does not cover an employee who is demoted by the County.

## **O. Employee-Incurred Expenses and Reimbursements**

Morrow County will pay actual and reasonable business-related expenses incurred by an employee in the performance of his/her job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by the supervisor/manager before they are incurred. Morrow County will not pay for or reimburse the costs incurred by a spouse, registered same-sex domestic partner or travel companion who accompanies the employee on Morrow County-approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) within one month of the expense being incurred or the employee risks forfeiting his/her payment or reimbursement.

## P. Travel Policy

The purpose of this policy is to provide guidelines for the reimbursement of necessary, out-of-pocket expenses incurred in the course of an employee's job performance. Morrow County hereby adopts an "accountable plan" whereby: 1) all expenses must have a business connection, 2) expenses must be substantiated, and 3) unspent amounts must be returned. It is the intent of this policy that travelers will select the lodging, meals, and method of transportation most economical to the County.

### Transportation & Mileage

Travel must be over the most direct and usually traveled route. If an employee travels by an indirect route for personal convenience, or interrupts travel by a direct route, the employee will bear the extra expense. Travel between home and the workplace is not reimbursable for employees. Mileage will normally be claimed from an employee's workplace. Travel may be requested from an employee's home, rather than from the workplace if it is economically beneficial to Morrow County.

Travel of employees on official business shall whenever possible and practical, be by County-owned vehicle. Reimbursement is available for employees (elected and non-elected), and members of various boards and commissions, if travel has been approved and budgeted by that board or commission. Employees must furnish a record of where, when and why they traveled on business in order to receive the mileage allowance. The employee, ~~or~~ board, or commission member will be responsible for ensuring that sufficient accident and injury insurance coverage exists on their private auto to cover the employee's liability for accident or injury.

Employees will be reimbursed for authorized use of their personal vehicles at the rate established by the Internal Revenue Service if there is not a County vehicle available. Employees who have a County vehicle available to them and choose to use their private auto for personal convenience will be reimbursed at 50% of the IRS per mile rate. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by Morrow County. If two or more employees ride together, only one may be reimbursed for mileage.

### Out-of-State Travel

Due to the expense, out-of-state travel (defined as traveling beyond Oregon, Washington, and Idaho) should be rare and should be undertaken only when there is no viable in-state alternative. All out-of-state travel requires advance notice either during the Budget process or presented to the Board of Commissioners 30 days in advance of the travel date, or as soon as you have been notified of expected travel plans. Emergency out-of-state travel by Sheriff's Office or District Attorney's Office personnel for official law enforcement or prosecutorial business, including but not limited to prisoner

Commented [A8]: New policy implemented 2019

Commented [A9]: Added from previous Travel Policy

extradition or witness interviews may be approved by the Sheriff or District Attorney with notice to the County Administrator and with no further approval required.

Requests for out-of-state travel will be considered on a case-by-case basis. In general, out-of-state travel shall be approved under the following circumstances:

- It is for training that is directly related to an employee's essential job functions and no comparable training is available in-state or is not provided in-state in a timely manner.
- It is for continuing education or accreditation required for a professional license or certification an employee must maintain and no comparable programs are available in-state or are not provided in-state in a timely manner.
- It is for an annual conference of a professional association that provides unique training or educational opportunities for an employee who is a member of the association.
- It is for the furtherance of Morrow County interests before other government agencies with legislative or financial control over matters expected to impact Morrow County.

Use of private or rental airplanes must be authorized by [the County Administrator member of the Board of Commissioners](#).

Use of other modes of public transportation (commercial airplanes, taxis, buses, rental cars, railways, shuttles, etc.) is reimbursed at actual cost. Employees will select the class of transportation most economical to the county. Receipts must be provided to receive reimbursement.

Any and all employee travel must be authorized by their Department Director or Elected Official. Travel reimbursements paid from outside of Morrow County may be approved with notice to the County Administrator.

Drivers of County-owned vehicles shall obey all traffic and speed laws. No alcoholic beverages shall ever be carried in a County-owned vehicle except as required for evidence by law enforcement officials.

#### Vehicle Use

No personal use of County vehicles – Morrow County provides vehicles, either owned or leased by Morrow County, to employees for County business use except as authorized below:

- When the vehicles are not being used, they must be kept on the employer's premises, except when they are temporarily located elsewhere, such as for repairs or assigned to a Commissioner as defined in the Commissioner Vehicle Policy below.
- Employees may not use the vehicles for personal purposes except for de minimis use.

No personal use of County vehicles required to be used for commuting – The Morrow County Board of Commissioners hereby requires all of the employees listed below to commute to and from work in the following vehicles assigned to them:

- Marked police vehicles assigned to Sheriff Deputies.
- Unmarked law enforcement vehicles assigned to the Sheriff, Undersheriff, Detectives, District Attorney, and Deputy District Attorney (when acting as on-call counsel).

**Commented [A10]:** Policy amended in 2019

- Marked, specially equipped pickups assigned to the Public Works Director and the Assistant ~~Road Master~~~~Public Works Director~~.
- Marked, specially equipped pickup assigned to the General Maintenance Supervisor, when due to inclement weather, the sanding or snow plow equipment is attached.

This policy hereby prohibits the employees listed above from any personal use other than commuting or de minimis personal use.

Commissioner Vehicle Policy

A County-owned vehicle may be assigned to each member of the Board of Commissioners. County-owned vehicles that are assigned to individual Commissioners under this Section shall be used for County business purposes only and may be parked overnight at a County owned facility or at the residence of the assigned Commissioner. If a County-owned vehicle is parked at the residence of a Commissioner, the Commissioner shall sign a written statement acknowledging that the vehicle will be used solely for business purposes. The Commissioner shall keep a record of each vehicle trip that details the date, purpose of the trip, and miles traveled in order to document that the vehicle was used solely for County business purposes.

Meals

Receipts for meals are required and must be attached to the claim form for reimbursement or payment. Receipts shall show the detail of services purchased or if not available, a written explanation by the employee can be attached. No more than a 15% gratuity will be reimbursed. Alcohol beverages are not allowable expenses.

If two or more employees are attending a function outside of Morrow County, one employee can pay for another employee's meal and turn in both for reimbursement or payment. The cost of each meal should be clearly broken out.

When traveling outside of Morrow County, meal expenses will be allowed for travel that is both out-of-county and overnight, and for meals not provided by the conference, training, meeting or hotel. Request for payment or reimbursement and the associated agenda shall be incorporated in the Travel Expense Reimbursement Claim Form. Employees shall follow the U.S. General Services Administration (GSA) guidelines for breakfast, lunch, and dinner only. GSA rates include gratuity. Claims in excess of GSA rates will be at the employee's expense.

Link to GSA rates: <http://www.gsa.gov/portal/category/100120>.

When the travel period is less than 24 hours, the following guidelines shall be used for payment or reimbursement:

1. Breakfast - if departing prior to 7:00 a.m., or returning after 8:00 a.m.
2. Lunch - if departing prior to 12:00 noon, or returning after 1:00 p.m.
3. Dinner - if departing prior to 6:00 p.m., or returning after 7:00 p.m.

When travel is overnight, the County will reimburse or pay up to the total daily meal rate maximum allowed by GSA, unless a meal is sponsored by the conference, training meeting for that day.

**Commented [A11]:** From previously approved travel policy

### When Traveling In County

Meal expenses will be reimbursed by the County only as provided in this section.

1. Directly Related. The meal is combined with the conduct of County business, County business is actually conducted during the meal period, and there is more than a general expectation that some County benefit will be derived from the combined business and meal meeting; or
2. Trade/Professional Meeting. The meal is directly related to and necessary for attending a meeting, conference or convention of a chamber of commerce, business league or a trade/professional association.

Reimbursement or payment requests must be submitted within 30 days of expenditure, and include original detailed receipts, documentation of the business purposes of the meal, and a list of those attending the meal. GSA meal guidelines shall be followed.

### Lodging

Lodging costs are allowed when County business requires an overnight stay. Receipts for lodging are required and must be attached to the claim for reimbursement.

### Travel Time

Employees required to travel away from the home community in the performance of their duties will be compensated for travel time as work time, whether driving or a passenger. The expense and demands on the employee of travel time may be mitigated by flexing a normal work schedule to accommodate travel time.

### Miscellaneous

Receipts are required for miscellaneous items such as bridge tolls, parking fees, phone calls (for County business), fax charges, etc. Reimbursement is not allowed for entertainment or incidental expenses.

### Elected Officials

Whenever a person is duly elected to fill the position of a County elected official but has not yet taken office, their expenses while traveling on authorized County business may be paid or reimbursed by the County in accordance with these policies.

Any exceptions to the travel policy must be approved by the Board of Commissioners

### **Q. Reporting Changes to an Employee's Personal Data**

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping personnel records current with regard to pay, deductions, benefits and other matters is important. If an employee has changes in any of the following items, please notify Payroll/Human Resources in writing to ensure that the proper updates are completed as quickly as possible:

- Name;

- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents / [Beneficiaries](#);
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from Morrow County about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, Morrow County may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

Commented [A12]: New

#### R. Residency Requirement

Residency shall not be a condition of initial or continued employment. However, employees are encouraged to live within the County and to participate in civic affairs.

#### S. Personnel Files

Employee personnel files will be kept by Human Resources. All information contained in this file is confidential and will be kept in a secure location to which only the person responsible for maintaining the file has access. The contents of the Personnel File may be released only to those with a "need to know". The employee may review their own personnel file upon making a request to the HR Director, which review may be scheduled for a time that is convenient to both parties so long as it is not unreasonably delayed. The employee may also request a copy of anything in his or her own file. An employee may include a written statement of explanation or rebuttal to any performance appraisal material placed in their file.

Commented [A13]: Edited Policy, Removed the specific items that were listed as kept in the files

#### T. Performance Reviews

All Morrow County employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention and discipline/termination. Any employee who fails to satisfactorily perform the duties of his/her position is subject to disciplinary action (including termination).

Morrow County's goal is to provide an employee with his/her first formal performance evaluation within six months after hire or promotion. For [salaried exempt](#) employees [at step 11 or above on the management scale](#), they will be provided with an evaluation within one year after hire or promotion. After the initial evaluation, Morrow County will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment



- A review of areas needing improvement
- Setting of performance goals for the employee for the following year.

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed not later than 30 days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

#### **U. Job Classification**

The purposes of a classification plan are:

- To provide the fundamental basis of the compensation program and other aspects of the personnel program.
- To provide like pay for like work.
- To establish Qualification standards for each class and a basis for recruiting, testing and other selection purposes.
- To provide managers with a means of analyzing work distribution, areas of responsibility, lines of authority, and other relevant relationships between individuals and groups of positions.
- To assist managers in determining personnel service costs and projections for annual budget requirements.
- To provide a basis for developing standards of work performance.
- To establish lines of promotional opportunity.
- To indicate employee training needs and development potential.
- To provide uniform and meaningful titles for all positions.
- To develop written descriptions, including performance criteria, for all classes.
- To standardize class titles such that each indicates a definite range of duties and responsibilities and has the same meaning throughout County employment.

*Titles and Job Descriptions* - Each position shall have a job description that includes a concise description of the duties and responsibilities of the position. Position descriptions take into consideration the requirements of the job and are merely descriptive and explanatory of the work to be performed. They may not include all of the duties and are not intended to replace detailed work assignments.

*Maintenance of Job Descriptions* - Department Heads are responsible for notifying the HR Director of any material changes in positions. The HR Director will review the Job Description and the placement of the position on the pay scale according to the CLASSIFICATION [REVIEW AND PROCESS below](#).

*New Positions* - Only the BOC may authorize the addition of any new positions and allocate positions to an appropriate pay scale, based on the recommendation of the HR Director.

Appeals regarding the assigned pay scale may be submitted by the Department Head and shall be submitted within 30 days of written notification of the approval of the new

position and the pay scale. Appeals shall be handled according to CLASSIFICATION REVIEW-AND-PROCESS [below](#).

Justifications of the need for the position including a description of the duties and responsibilities that are anticipated to be assigned to the proposed position are expected to accompany any request for a new position.

#### V. **Reclassification**

Positions may be reclassified whenever the duties of the position change significantly. See Classification Process for the procedures to reclassify.

Reclassification of a position shall not be used as a substitute for disciplinary action or to avoid restrictions concerning compensation.

Reclassification of a position shall also not be used as a reward for exceptional performance. Submitters must be mindful of reclassifying the position instead of the employee.

Reclassification will have the following effect on employee status:

To a Higher Salary Range - When a position is reclassified to a class that carries a higher salary range and the incumbent meets the qualifications established for the class, the employee will serve the appropriate probationary period in the new class. If the incumbent does not meet the necessary qualifications, the rules governing transfer, demotion or layoff will apply.

To the Same Salary Range - When a position is reclassified within the same salary range, or there is a change in title or description that does not constitute an upgrading or down grading of the class, the incumbent will retain the same probationary or regular status in the new class. Any exception to this rule must be based on a finding that the new class requires knowledge, skills or abilities which the incumbent does not possess.

To a Lower Salary Range - When a position is reclassified due to an employee request that some responsibilities be transferred to other positions, it will be considered a voluntary reduction in duties and will result in a corresponding reduction in pay. When a position has been reclassified as a result of a reduction in duties and responsibilities for operational considerations, it will be considered an "involuntary" reduction in duties and will result in a wage freeze.

#### W. **Classification Process**

Initial Classification/Reclassification [Process](#)

##### Initial Classification

To begin the process for a new position, the position will be thoroughly defined through the completion of a job description. Attached to the job description shall be the FTE Ask Executive Summary document from the Department Head (Submitter) stating the specific skills and duties of the position. Specifically focus on the following five (5) factors: Mental, Physical, Social, Work Environment, and Accountability.

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1. In order to establish an appropriate pay range, the Human Resource Director will evaluate the application and job description for placement on the pay range scale based on the JOBMEAS™ method. A salary survey will also be conducted of counties of similar population. The Human Resources Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to wage, insurances, retirement, holidays, etc. All efforts to provide information from the 6 counties mentioned above will be made, however, if these counties within the size do not have a position similar then other counties will be used to provide substantial findings.
2. Human resources will have 30 days to complete this process and notify the submitter with the results. If there is a delay in the process, the submitter will be notified prior to the expiration of the 30 days.
3. A written notice of findings will be prepared by HR. The results will be presented to the submitter, his/her department head, or the department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the decision, they may pursue an appeal to the appeal committee within seven calendar days.
4. If no request is received within seven calendar days Human Resources will take the findings to the Board of Commissioners for decision. Human Resources will notify the employee of the decision.
5. If the submitter requests an appeal, Human Resources will have 45 days from the date of the request to complete the appeal process.
6. Upon completion of the appeal committee's considerations, a written notice of decision will be prepared. The results of the appeal committee deliberations will be presented to the submitter, their direct supervisor or department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may request to elaborate in-person to the appeal committee or they may pursue an appeal to the commissioners. Either of these requests will need to be received within 7 calendar days of the day they were notified of the findings. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
7. If the submitter requests to elaborate in-person to the appeal committee, a meeting will be scheduled and conducted. The appeal committee will notify the submitter via written notice of decision. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may pursue an appeal to the commissioners. The request must be received within 7 calendar days of receiving the written notice. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
8. If the submitter requests to appeal to the Commissioners, the HR Director will advise the Commissioners of the request and will prepare all information regarding the reclassification request to date for their review. The Commissioners will review the

appeal request in a public meeting within 30 days of the request for appeal from the submitter. The submitter may elaborate in person. The Commissioners will approve or deny the findings of the appeal committee. The results of the commissioner's deliberations will be provided to the submitter in a final notice of decision.

9. The decision of the Board of Commissioners is final.

### Reclassification

A reclassification shall include the application, a redline updated job description, and a copy of the position's overhead costs. The reclassification application may only be submitted by the department head or the employee in the position (submitter). In order to have a position considered for reclassification, the department head or the submitter must deliver the completed application to the Human Resource Director before November 1 for consideration for the next fiscal year starting July 1.

1. The Human Resources Director will review the application for completeness and conformity to standards and inform the submitter that the reclassification request will be processed.
2. In order to establish an appropriate pay range, the HR director will evaluate the application and job description for placement on the pay range scale based on the JOBMEAS™ method.
3. Human Resources, Administration, and Finance will meet and review the application and attachments.
4. Human resources will have 30 days to complete this process and request a meeting with the submitter. If there is a delay in the process, the submitter will be notified prior to the expiration of the 30 days.
5. A written notice of decision will be prepared by HR. The results will be presented to the submitter, his/her department head, or the department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the decision, they may pursue an appeal to the appeal committee within seven calendar days.
6. If no request is received within seven calendar days human resources will take the findings to the Board of Commissioners for concurrence. Human Resources will notify the employee of the decision. If the Commissioners do not approve of the findings of the HR Director they may request a review by the appeal committee.
7. If the submitter or the Commissioners requests an appeal, human resources will have 45 days from the date of the request to complete the appeal process.
8. Upon completion of the appeal committee's considerations, a written notice of decision will be prepared. The results of the appeal committee deliberations will be presented to the submitter, their direct supervisor or department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may request to elaborate in-person to the appeal

committee or they may pursue an appeal to the commissioners. Either of these requests will need to be received within 7 calendar days of the day they were notified of the findings. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.

9. If the submitter requests to elaborate in-person to the appeal committee, a meeting will be scheduled and conducted. The appeal committee will notify the submitter via written notice of decision. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may pursue an appeal to the commissioners. The request must be received within 7 calendar days of receiving the written notice. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.
10. If the submitter requests to appeal to the Commissioners, the HR Director will advise the Commissioners of the request and will prepare all information regarding the reclassification request to date for their review. The Commissioners will review the appeal request in a public meeting within 30 days of the request for appeal from the submitter. The submitter may elaborate in person. The Commissioners will approve or deny the findings of the appeal committee. The results of the commissioner's deliberations will be provided to the submitter in a final notice of decision.
11. The decision of the Board of Commissioners is final.

**Appeal Committee** – Once the appeal request is received the appeal committee will be notified of the request.

The appeal committee shall consist of the following:

- a. One employee representative and two alternates (from any of the three Morrow County bargaining units).
- b. One (1) management representative and one alternate.
- c. One (1) elected official, however, not a member of the Board of Commissioners, and one alternate.
- d. Human Resources Director

The members of the appeal committee may not work in the same department as the submitter. Alternates may be appointed in order to maintain an unbiased committee.

Each member, except the HR Director, will serve a three-year term, with one employee, management representative, or elected official being replaced each calendar year. The HR Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the appeal committee will receive information and training regarding the classification system and the evaluation process. The appeal committee shall meet on an as-needed basis.

The appeal committee will be provided with all of the material submitted on the position to date including the application and job description, the Human Resource Director's notice of decision, and the request for appeal.

The appeal committee will review the appeal request and prepare their findings within 45 days of the date of the request.

\*\* JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts, and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.

~~—Initial Classification: To begin the process for a new position, the position is thoroughly defined through the completion of a new Job Description. Attached to the Job Description shall be a memo FTE Ask Executive Summary document from the Department Head (Submitter) stating the specific skills and duties of the position. Specifically focus on the following five (5) factors; mental requirements, physical requirements, social requirements, work environment, accountability, job duties/responsibilities.~~

~~A) Reclassification: A reclassification shall include an updated Job Description and may only be submitted by the Department Head or the employee in the position (Submitter). In order to have a position considered for reclassification, the Submitter must submit the modified Job Description, current overhead costs, and Explanatory Memocompleted reclassification application to their Supervisor to review and sign. The Supervisor and/or submitter must then deliver to the HR Director before November 1. The HR Director will review the Job Description for completeness and conformity to standards.~~

~~Step 1: In order to establish an appropriate Pay Range, the HR Director will evaluate the updated Job Description and Explanatory Memo for placement on the Pay Range scale based on the JOBMEAS™ method. The results will be presented to the Board of Commissioners (BOC) for concurrence. After the BOC concurrence, the HR Director will prepare a written Notice of Decision. (\*See JOB MEAS™ explanation at the end of this Article.)~~

~~Step 2: If the Submitter does not agree with the salary range establish by the JOBMEAS™ method, they may request that a salary survey be conducted of counties of similar population. The HR Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to: wage, insurances, retirement, holidays, etc.~~

~~Once the HR Director reviews the position and performs the JOBMEAS™, the HR Director will review results with County Administrator and Finance Director (Reclass Only). The results will be presented to the BOC for concurrence. After BOC concurrence, a written Notice of Decision will be prepared. The Submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request for Review, as outlined~~

Commented [A14]: From change in Reclass procedure done in 2019

below. The HR Director's decision will be implemented if a Request for Review is not submitted by the deadline.

#### Request for Review

A Request for Review must be on the basis that one (or more) of the factors identified above is (are) believed to be evaluated incorrectly or that the Market Data is incorrect. The Request for Review must be delivered to the HR Director within thirty (30) calendar days of the date of the Notice of Decision. To request a review, the Submitter must identify either: 1) each factor that they believe to be incorrect, why they believe it to be so, and what they believe would be correct, or 2) Why the Market Data is incorrect. This information must be submitted in writing. It is the responsibility of the Submitter to provide adequate information and detail to support the claim.

When the HR Director reviews the request, the Submitter may elaborate in person regarding their written Request for Review or they may have their written request stand alone.

As at the first phase, after the HR Director reviews the position, the results will be presented to the BOC for concurrence. After BOC concurrence, the Submitter is provided with a Notice of Decision and instructed that if they remain unsatisfied with the classification, they may pursue it to the next step, Appeal (See C. Appeal below). The HR Director's decision will be implemented if an appeal is not submitted by the deadline.

All levels of classification or reclassification must be observed sequentially. A Submitter may not apply for a Request for Review if the position was not first Reclassified. Likewise, a Request for Appeal may not be submitted if a Request for Review was not first observed.

#### Appeal

The Appeal Notice must be submitted in writing to the HR Director within thirty (30) calendar days of the date of the Request for Review Notice of Decision and identify what factors they believe to be incorrect and why, as well as what they believe would be an appropriate Pay Range. The Appeal Notice must be reviewed within thirty (30) days of submission.

The Appeal Notice shall be reviewed by an Appeal Committee. The committee shall consist of the following: one employee representative (from any of the County's bargaining units), one Management representative, one Elected Official (not a member of BOC), and the HR Director. The members of the Appeal Committee may not work in the same Department as the Submitter. Alternates may be appointed in order to maintain an unbiased Appeal Committee.

Each member, except the HR Director, will serve a three (3) year term, with one employee, Management representative, or Elected Official being replaced each calendar year. The HR Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the Appeal Committee will receive information and training regarding the classification system and the evaluation process. The Appeal Committee shall meet on an as needed basis.

The Appeal Committee will be provided with all of the material submitted on the position to date, including: The Job Description and Submitter Explanatory Memo; HR Director

Notice of Decision(s); the documentation prepared in the Request for Review; and the Request for Appeal.

The Appeal Committee will review the appeal request within 30 days. The Submitter may elaborate in person regarding their written Request for Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the Appeal Committee. The results of the Appeal Committee deliberations will be presented to the BOC for concurrence. After BOC, the results will be provided to the Submitter in a Final Notice of Decision.

#### Board of Commissioners Appeal

The Submitter may appeal the decision of the Appeal Committee to the BOC. The BOC will be provided with copies of all documents provided to the Appeal Committee as well as a copy of the Appeal Notice of Decision. The BOC will review the appeal request in a Public Meeting within 30 days. The Submitter may elaborate in person regarding their written Request for Review and other documents or they may have their written request stand alone. If the Submitter is the Department Head, the subject employee may also address the BOC. The results of the BOC deliberations will be provided to the Submitter in a Final Notice of Decision. The decision of the BOC is final.

\*\*JOB MEASTM is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allow for the comparison of duties and skills as job factors.

### **III. Compensation**

#### **A. Payroll Policies**

The HR Department shall prepare the BOC Board of Commissioners a pay plan which shall prescribe a minimum, a maximum and any Intermediate rates of pay appropriate for each position. Employees should refer to their pay scale to identify the number of steps and ranges for their employee group.

Human Resources shall periodically compare the current County salary rates, compensation policies, and personnel developments with those of other public employers within the same job market. Changes in the cost of living shall also be considered. Established salaries are based on current information and are subject to change.

#### Payday

Employees will be paid biweekly. Paydays are generally every other Thursday, for both non-exempt and exempt employees. Time sheets are due to the HR/Payroll Department by 12:00 noon on Monday of the week that paychecks are issued.

Morrow County does not provide advance payments of salary or loans from salary to be earned.



Net pay will be directly deposited into the employee's bank account, unless an employee ~~requests~~request otherwise. If an employee requests to pick up his/her paycheck from Morrow County, only the employee named on the paycheck will be allowed to do so unless the employee provides written permission to Morrow County for someone else to receive the check.

Paychecks will not be issued without a time sheet unless approved by a member of the Board of Commissioners.

#### Rates of Pay

Each employee will be paid at one of the steps of the range assigned for the classification to which the employee belongs.

- New Hires - Normally an employee will be appointed to the first step of the range established for the classification. Where economic conditions, unusual employment conditions, availability of applicants or qualifications of the candidate suggest a higher starting rate, the BOC is authorized to approve employment at a higher step of the salary range.
- No Voter Approved Budget – In case the fiscal year starts without a voter approved budget, all salaries not covered by labor contracts are frozen at present levels until funds are approved. Salary adjustments will be retroactive to the beginning of the fiscal year according to funds allotted.

#### Definitions

*Steps* – The number of levels of pay available for each pay range. Movement along steps is usually tied to longevity and the amount of time between steps identified in each employee group's pay scale. The first step is usually the rate paid at hire and the last step is the maximum pay available for that position and is reached only after working the prescribed amount of time defined by each pay scale group.

*Range* – The salary rate identified for each position or group of positions which equitably reflects the difference in duties and responsibilities as identified through position classification and comparison to comparable positions in the public employment job market.

*Employee Group* – Employees who are on the same salary scale, specifically: 1) Elected Officials 2) Administration/~~Non-Union~~Non-Union 3) Sheriff's Association 4) Public Works Road Union 5) General Employee Union.

[Payroll Change Form – A form that is required to be submitted by the Director to Payroll for any change reason including: new hire, step increase, pay line change, classification change, promotion, demotion, position title change, pay code access change, or anything that involves changes being made to an employee's status.](#)

### **B. Timekeeping Requirements**

Employees shall maintain accurate records of their attendance and are required to record their own time at the beginning and end of each work period, including before and after the meal period. Employees are responsible to submit timesheets biweekly to their Supervisor. The Supervisor must then verify accuracy and approve for submission to

HR for payroll purposes. Original time sheets are due to Payroll by 12:00 noon on Monday of the week that paychecks are issued. Filling out another employee's timecard, allowing another employee to fill out your timecard, or altering any timecard will be grounds for discipline up to and including termination. An employee who fails to record his/her time may be subjected to discipline as well.

Salaried exempt employees also are required to record their time on a timecard every pay period. These employees will be instructed separately on this process.

Time cards will always include an approval submission by the employee and approval by an authorized person (usually the Supervisor) to verify accuracy.

### **C. Statement Regarding Pay Practices**

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Morrow County makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that Morrow County has made any improper deductions, has failed to pay an employee for all hours worked or for overtime, has failed to pay an employee in accordance with the law, or has failed to properly calculate an employee's wages in any way, the employee must immediately report the error to his/her Supervisor or Payroll. Morrow County will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination for reporting an error or complaint regarding Morrow County's pay practices.

See also "Statement Regarding Pay Equity" policy, above.

### **D. Additional Pay**

#### Overtime (Time-and-a-Half)

Department Heads and supervisors shall assign each employee regular work duties and responsibilities which can normally be accomplished within the established workday and workweek.

Morrow County pays one and one-half times a non-exempt employee's hourly rate for all hours worked over 40 in any workweek. See "Employee Classification," above.

When employees are required to work overtime, Department Heads shall authorize compensatory time off or overtime pay which shall be one and one-half times the employee's regular hourly rate of pay. The determination to grant cash compensation or compensatory time off shall be determined according to budgetary considerations. If the department possesses no budget for overtime, or if the overtime budget has been expended, compensatory time will be granted.

#### Limitation on Overtime Pay

Paid hours not actually worked (for example, sick, vacation, holidays, and family leave) will not be counted toward the 40 hours worked per workweek required to receive overtime pay unless otherwise specified by a collective bargaining agreement.

### Assignment of Overtime Work

You may be required to work overtime. When overtime work is required by Morrow County on a particular job on a shift commencing on a day other than Saturday, Sunday, or a holiday, the non-exempt employee performing that job at the conclusion of his/her straight-time hours will normally be expected to continue to perform the job on an overtime basis.

### Supervisor Authorization

No overtime may be worked by non-exempt employees unless specifically authorized in writing by a supervisor or manager except in an emergency situation. Employees who work unauthorized overtime may be subject to discipline up to and including termination.

### On-Call Pay

On-call shall be defined as periods of time outside the normal work schedule during which qualified employees, approved by the BOC, are required to remain available to respond to emergency situations. All Department Heads are required to submit a payroll change form when a new position is approved to take on-call. An on-call employee's movements are restricted as follows:

1. An employee must be able to respond to an emergency call out location within the County in not more than 1 ½ hours.
2. The employee must be able to respond by telephone within five minutes of call or page.
3. The employee may not consume any substance (including alcohol) that has known mind or function altering effects.

Periods of on-call shall normally be in blocks of 60 hours for week days (15 hours per day for the time from 5:00 p.m. until 8:00 a.m., Monday through Thursday) or 63 hours for weekends (5:00 p.m. Friday to 8:00 a.m. Monday). The department Supervisor shall be responsible for creating and posting a schedule indicating the times that qualified employees are assigned to on-call duty. Trading of scheduled on-call duty shall only be permitted, amongst those approved to take call, with the advance approval of the supervisor.

Employees who are subject to being on-call shall be compensated at the rate of \$2.00 per hour for every hour of time they are scheduled to be on-call.

In addition to the on-call compensation, union employees required to physically report to a work location during a period of on-call shall receive overtime compensation pursuant to the call-out provisions of the union contract.

Exempt employees shall not receive additional pay for time called out.

### Compensatory (Comp) Time

Overtime hours can be paid or, at the employee's option with Morrow County approval, accumulated at one and one-half times up to a maximum of 40 hours and taken as comp time off. Employees are encouraged to work with their Manager/Supervisor to schedule and use comp time within a reasonable amount of time from when it is accrued. The Supervisor may not be able to grant a time off request to use

compensatory time if an employee's absence would unduly disrupt the operations of the department.

#### Administrative Leave

In lieu of compensation for overtime worked, each exempt employee shall be credited with 40 hours of administrative leave per year. Such leave must be used in the fiscal year of which it was credited or be forfeited. No payment of administrative leave shall be made at termination. For new hires, the admin leave shall be prorated based on the proportion of the fiscal year remaining at the time of hire.

#### Longevity Pay

The County has a plan for employees not covered by other collective bargaining or personal services contracts to reward longevity of employment with pay increases in accordance with the compensation plan and salary schedule adopted by the BOC. See the pay scale to determine the number of steps that employees are compensated for longevity.

An employee retains longevity when reclassifying. Longevity is forfeited upon termination of employment for any reason.

#### Exceptional Compensation

~~The County shall compensate all overtime exempt employees on an hourly basis for exceptional work performed which is required as a result of emergency needs created by a "declared" disaster. The "declaration" must be determined by county, state or federal authority. Exceptional compensation hours are only those hours in which the exempt employee is performing work required by the County in response to the declared disaster, and which are outside the routine functions of the individual exempt employee's position. Only work hours performed during the disaster declaration period qualify for exceptional compensation under this policy.~~

~~The hourly rate for exceptional compensation hours shall be determined by the salaried employee's straight time rate or the overtime rate computed in accordance with FLSA regulations based upon the regular rate of pay paid to the salaried employee.~~

~~Exempt employees must submit a report of work hours and duties performed under this policy by the end of each affected payroll period of the declared disaster period and provide such interim reports as determined by the County Judge/Board of Commissioners or designee. Work assignments performed under this policy must be pre-approved by the County Judge/BOC or designee.~~

~~The County shall seek reimbursement for exceptional payroll and other costs incurred to meet response needs during declared disasters through such sources as may be available to the County during the post disaster recovery period.~~

### **E. Compensatory Payout Upon Change in Status**

Compensatory Time – When an employee ~~is promoted from non-exempt to a salary exempt position's salary is changed due to reclassification, demotion, or promotion~~, all accrued overtime/compensatory time pay shall be converted to cash, at the rate earned prior to the change, before the next pay period.

## F. Exempt Employees

For positions determined to be exempt from state and federal overtime provisions (FLSA), overtime is considered part of the job responsibility and no overtime pay or compensatory time is provided. To be exempt, the position must meet the FLSA short or long test criterion under the Executive, Administrative or Professional standard.

In lieu of compensation for overtime worked, each exempt employee shall be credited with 40 hours of administrative leave per year. Such leave must be used in the fiscal year credited or be forfeited. No payment of administrative leave shall be made at termination. For new hires, the administrative leave shall be prorated based on the proportion of the fiscal year remaining at the time of hire.

## IV. Time Off and Leaves of Absence

### A. Attendance, Punctuality and Reporting Absences

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work their entire work schedule, except for unpaid break periods or when required to leave on authorized Morrow County business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via email or phone no later than 30 minutes before the start of the employee's shift/work day. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may result in termination of employment.

### B. Vacation

It is the policy of Morrow County to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of his/her employment anniversary date. All full-time employees shall accrue vacation time with pay at the following rates (up to maximum accrual).

<u>Years of Service</u>	<u>Hours earned per year</u>
0 – <del>5</del> 4	96 hours
5 – <del>10</del> 9	112 hours
10 – <del>15</del> 14	128 hours
15 – <del>20</del> 19	144 hours
20 +	160 hours

**Commented [A16]:** This section does not include a general "leave without pay" policy. Other than those employers subject to OFLA and/or FMLA, or those employers who have negotiated a leave without pay policy with a union, employers are not required to provide a general leave of absence policy. Consult with PreLoss about the advisability of offering a leave without pay policy not mandated by law or CBA.

This section should be used to discuss what paid leave your organization provides employees, e.g., PTO, sick leave, vacation leave. This section includes a sick leave policy that complies with Oregon's new law (effective Jan. 1, 2016).

Years of service are determined from the anniversary date of hire. Vacation time may not be taken until it is earned. Earned vacation time may be used for sick leave if necessary. Part-time employees will be pro-rated based on scheduled work.

Probation: New hire probationary employees shall not be eligible for vacation leave for the first six months of employment, although vacation leave shall accrue from the beginning of employment.

Maximum Accrual: Vacation leave can accrue from year to year to a maximum amount of 256 hours. Specifically, once an employee has accumulated 256 hours, no additional vacation time shall be credited to the employee's account until he or she has taken vacation. However, if the employee has not been able to take vacation due to operational conditions, the County may provide the employee with a written waiver to the above restriction for a period of time, normally not to exceed one month, while such conditions remain in effect.

Scheduling: Vacation must be scheduled with one's supervisor at least one week in advance of the date(s) the employee wishes to take as vacation. Department Heads shall schedule vacations for their respective employees with due consideration for the desires of the employees and the work requirements of the department. Vacation schedules may be amended to allow departments to meet emergency situations.

Separation: Upon separation from service (resignation, retirement or discharge) of a regular employee who has completed at least ~~one year~~ 6 months of employment, compensation for accumulated vacation up to 256 hours will be paid to the employee. Upon death of an employee, compensation for all accrued vacation will be paid to the employee's heirs.

### C. Sick Leave

Morrow County provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact the HR Director. Please also refer to the Oregon Sick Leave Law poster that is posted in the nearest breakroom and is incorporated here by reference.

#### Eligibility and Accrual of Paid Sick Leave

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

All regular employees shall earn sick leave with full pay at the rate of one day leave for one calendar month of service. Sick leave shall accrue from the date of employment but it shall not be granted until the successful completion of the first month of the probationary period. Sick leave shall not be accumulated in excess of 960 hours. Part-time employees will be pro-rated based on scheduled work. Paid sick leave shall be taken in hourly increments. Sick leave may not be used in advance of accrual.

**Commented [A17]:** Same criteria as old policy, I just feel that this makes more sense to an employee reading this

**Commented [A18]:** This BOLI-produced poster can be downloaded for free from: [http://d31zihk6di2h5.cloudfront.net/20151209/be/9c/4f/66/9b9787b523a9a4a257024812/Sick\\_Time\\_Poster.pdf](http://d31zihk6di2h5.cloudfront.net/20151209/be/9c/4f/66/9b9787b523a9a4a257024812/Sick_Time_Poster.pdf)  
CIS recommends cross-referencing this poster to ensure compliance with the law's notification requirements.

**Commented [A19]:** New

### Pay Rate and Carryover

Paid sick leave will be paid at the employee's regular rate of pay. Exempt employees are presumed to work 40 hours in each workweek for purposes of their sick leave accrual unless their normal workweek is less than 40 hours, in which case sick leave is accrued based on the employee's normal workweek. ~~Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined in the "Use of Sick Leave" section below.~~

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment. If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

Employees may accumulate up to a maximum of 960 hours.

### Use of Sick Leave

~~Up to 40 hours of paid~~ paid sick leave may be used each calendar year for any of the following reasons:

- For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or his/her covered family member.  
("Family member" means the eligible employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child; same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law; same-gender domestic partner's parent, grandparent, grandchild; and any individual with whom the employee has or had an *in loco parentis* relationship.)
- For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
- If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
- In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.
- First three days of leave due to an occupational injury or disease.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

### Employee Notice of Need for Sick Leave

*Foreseeable Sick Leave.* If the need for sick leave is foreseeable, an employee must notify their Supervisor as soon as feasible before the leave is to begin. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations

of Morrow County. Employees must notify their Supervisor of any change in the expected duration of sick leave as soon as is possible.

*Unforeseeable Sick Leave:* If the need for sick leave is unforeseeable, the employee must notify their Supervisor as soon as feasible and comply generally with Morrow County's call-in procedures. The employee must report the reasons for absence to their Supervisor within 30 minutes of the time they are expected to report to work.

An employee must contact his/her Supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as possible.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, Morrow County may deny the use and legal protections of sick leave.

#### Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, Morrow County may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

#### Sick Leave Abuse

If Morrow County suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, Morrow County may require documentation from a healthcare provider. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

### **D. Holidays and Floating Holidays**

Morrow County recognizes nine holidays each year. All full-time employees will receive their regular straight-time compensation for each holiday. Regular part-time employees receive pay for each designated holiday in the proportion that their normally scheduled number of hours equals 40 hours per week. The holidays celebrated are:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Others as declared appropriate by the Board of Commissioners
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

A holiday that falls on a weekend will be observed on either the preceding Friday or the following Monday to coincide with local custom.



To be eligible for holiday pay, an employee must have worked his/her regularly scheduled hours the workday before and the workday after the holiday or have been on an approved vacation day or any other excused absence under Morrow County policy. If an employee is on vacation when a holiday is observed, the employee will be paid for the holiday and will be granted an alternate day of vacation at a later date.

Any hourly, non-exempt employee required to work on a holiday will receive time and one-half payment for the hours worked.

## **E. Family Medical Leave**

Commented [A20]: New Section

### FMLA/OFLA Policy

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave for the reasons identified below. Federal and state law prohibit retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family and Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and Morrow County's rights and obligations, not this policy.

Employees seeking further information should contact the HR Director. Please also refer to the "Employee Rights and Responsibilities Under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted in the nearest breakroom, which are incorporated here by reference.

### Definitions

#### *Child/Son or Daughter*

For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of *in loco parentis*. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age — see below.

#### *Eligible Employee*

OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

OMFLA — For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see the HR Director for more information.

FMLA — Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

#### *Family Medical Leave*

This includes all of the types of leave identified in the section below, entitled "Reasons for Taking Leave," unless otherwise specified.

#### *Family Member*

- For purposes of FMLA, "family member" is defined as a spouse, parent or a "son" or "daughter" (defined above).
- For purposes of OFLA, "family member" includes the definitions found under FMLA and also includes adult children (for "serious health condition" leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

#### *Serious Health Condition*

"Serious health condition" is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Under OFLA only, "serious health condition" includes any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a "serious health condition;" see the HR Director for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

#### Reasons for Taking Leave

Family Medical Leave may be taken under any of the following circumstances:

- Call to Active-Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active-duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain "qualifying exigencies." "Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.
- Employee's Serious Health Condition Leave: To recover from or seek treatment for an employee's serious health condition, including pregnancy-related conditions and prenatal care.
- Family Member's Serious Health Condition Leave: To care for a family member with a serious health condition.
- Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
- Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
- Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a "covered servicemember" during a single 12-month period. A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his/her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a "covered servicemember." This type of leave is available under FMLA only.
- Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
- Bereavement Leave. This type of leave is addressed under OFLA; see the Bereavement Leave Policy on [page 43](#) for more information.

### Length of Leave

In any One-Year Calculation Period, eligible employees may take:

- Up to 12 weeks of Parental Leave, Serious Health Condition Leave (employee's own or family member), Sick Child Leave, or Call to Active-Duty Leave;
- An additional 12 weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- Employees who take the entire 12 weeks of OFLA Parental Leave may be entitled to an additional 12 weeks of Sick Child Leave.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the servicemember. During the One-Year Calculation Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

### One-Year Calculation Period

The "12-month period" during which leave is available (also referred to as the "One-Year Calculation Period") will be determined by a rolling 12-month period measured backward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

### Intermittent Leave

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, Call to Active-Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their expressed consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments to minimize disruption of Morrow County operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both Morrow County and the employee. Intermittent leave for Parental Leave is not available.

### Employee Responsibilities — Notice

Employees must provide at least 30 days' notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave). If 30 days' notice is not practicable, because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If the situation giving rise to a Sick Child Leave is

unforeseeable, an employee must give verbal or written notice to Morrow County within 24 hours of commencement of the leave.

For Call to Active—Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let the HR Director know as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify the HR Director within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with Morrow County's normal call-in procedures. Employees who fail to comply with Morrow County's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

#### Certification

Generally speaking, employees must provide sufficient information for Morrow County to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave.

Employees also must inform Morrow County if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

- Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request.
- Employees requesting sick child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish Morrow County's requested medical certification information within 15 calendar days after such information is requested by Morrow County. In some cases (except for leave to care for a sick child), Morrow County may require a second or third opinion, at Morrow County's expense. Employees also may be required to submit subsequent medical verification.

Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification.

#### Medical Certification Prior to Returning to Work

If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification from his/her health care provider stating that the employee is able to resume work.

#### Substitution of Paid Leave for Unpaid Leave

Employees are required to use accrued paid leave, including vacation, compensatory time, admin leave, and sick leave prior to a period of unpaid leave of absence on Family Medical Leave. Use of accrued paid leaves will run concurrently with Family Medical Leave. If the employee has no accrued paid leave, admin leave, vacation, compensatory time, or sick leave available to use during a Family Medical Leave, the leave will be unpaid.

#### Holiday Pay While on Leave

Employees receiving short-term or long-term disability will not qualify for holiday pay. Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

#### On-the-Job Injury or Illness

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a "serious health condition" as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a "serious health condition" as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

#### Benefits While on Leave

If an employee is on approved FMLA or OFLA Leave, Morrow County will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. An employee wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of his/her share of group health plan premiums which had been paid by the employee prior to the OFLA/FMLA leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a [non-paid](#) FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in Morrow County benefit plans.

### Job Protection

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated Family Medical Leave period, reinstatement may not be available, unless the law requires otherwise.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

### **F. Bereavement Leave - OFLA**

Per Oregon law, employees who have worked for Morrow County for 180 calendar days, and averaged at least 25 hours per week, may take up to two weeks of unpaid bereavement leave per death of a Family Member (defined below).

Morrow County provides up to 40 hours of Bereavement leave for employees who have experienced the death of an immediate Family Member.

Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of Bereavement leave must be taken in the 60-day period following notice of death of a family member and will be deducted from the employee's available leave time under OFLA. For purposes of this policy, "Family Member" is defined to include the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's same-sex domestic partner (registered) or spouse.

Employees who wish to take Bereavement leave must inform Morrow County as soon as possible after receiving notification of a Family Member's death. Although prior notice is not required, verbal notice must be provided within 24 hours of beginning leave.

### **G. Hardship Leave**

A practice whereby employees may donate accrued vacation and sick leave to another employee who has exhausted accumulated paid leave due to an employee's medical emergency or one of a family member (as defined by the IRS: parent, spouse, or child) that would otherwise cause the employee to take unpaid leave or terminate employment. A "medical emergency" is defined as a medical condition of the employee that will require prolonged/extended absence of the employee from duty and

will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available.

- Any employee with accrued time, except elected officials, may donate.
- Donations are strictly voluntary.
- Donations must be in blocks of one hour, with a maximum donation of one half of any accrued sick leave and an unlimited amount of accrued vacation leave.
- Donations will be made on a case-by-case basis for a specific person or incident.
- Requests and donations will be accepted through the Human Resource office.
- If donations exceed the need, surplus donations will be returned to the donors in reverse order of donation.
- Requests for Hardship leave donations must be for a minimum combined total of 40 hours (for a single event or illness) only after using all accrued paid leaves. Anything less than 40 hours being deemed not a hardship. Bereavement leave may not exceed a maximum of 12 weeks.

#### Procedure

An employee in crisis who has exhausted all accrued paid time (administrative leave, holiday pay, sick leave, vacation leave and compensatory time) may make application for emergency leave donations. Requests must be made as soon as possible.

1. Applications must be in writing on a pre-prepared form available from the Human Resource Department.
2. Applications must be signed by the employee's supervisor to assure that the leave itself has been processed through the supervisor before the employee submits a request for emergency leave donations.
3. The employee shall include on the application their name, department, and at least a brief description of the hardship, which will be circulated to departments along with the donation forms.
4. The HR Department will notify the employee and supervisor of the amount of donations received and consequent status of paid leave.

Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of law, rule, policy, or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.

#### H. **Blood Donation**

Employees may take up to two hours of paid time off per year to give blood when a blood drawing occurs within the community where the employee works. Employees are encouraged to make an appointment for such drawing to minimize the disruption to their work schedule.

Commented [A21]: Existing Policy



## I. Jury and Witness Duty

### Jury Duty

Employees will be granted paid leave when required to report for jury service or to appear before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. An employee's regular salary will be reduced by the amount received for jury service or witness fees, except for mileage allowances and amounts received when required to report outside the employee's normal work shift.

Employees working on other than the day shift who are required to report for jury service or as a witness, will not be required to work their normal shift on that work day if the jury service or witness responsibilities continue for more than 4 hours. A copy of the court notice must be submitted to the employee's Supervisor to verify the need for such leave. The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his/her supervisor or manager informed about the amount of time required for jury duty.

### Witness Duty

Except for employee absences covered under Morrow County's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee's absences may be unexcused and may subject the employee to discipline, up to and including termination. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

## J. Religious Observances Leave and Accommodation Policy

Morrow County respects the religious beliefs and practices of all employees. Morrow County will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on Morrow County's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice. If accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the Supervisor.

## K. Crime Victim Leave Policy - OFLA

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his/her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for Crime Victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to Human Resources or the employee's Supervisor as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, Morrow County may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

#### **L. Domestic Violence Leave and Accommodation Policy - [OFLA](#)**

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his/her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or sick leave while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his/her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to Human Resources or the employee's Supervisor as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. Morrow County will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give Morrow County notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give verbal or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on Morrow County. Please contact Human Resources or your Supervisor immediately with requests for reasonable safety accommodations.

## M. Military Leave

Employees who wish to serve in the military and take military leave should refer to the FMLA/OFLA section for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time allowed by law.

Further, eligible employees called for initial active duty for training and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, may be entitled to leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days in any federal training year if the employee had been employed for 6 months or more preceding the application for military leave. Weekend drill obligations are not considered "federal active duty" for training under this policy; other requirements apply.

Military leave without pay shall be granted to employees entering the military service for extended and indefinite periods of active duty or training. Employees are required to keep the Department Head or Elected Official advised concerning a probable call to active military training duty.

An employee is entitled to a military leave of absence without pay during a period of service with the Armed Forces of the United States. Upon honorable discharge, the employee will be returned to a position in the same class as the last held position, at the prevailing salary rate for such class, without loss of seniority or employment rights. If the County has abandoned the position which was occupied prior to the date of the leave or if it is established that the employee is not physically qualified to perform the duties of the former position by reason of such service with the Armed Forces, the employee will be reinstated to a suitable position at the nearest level of pay to the former class. Employees must make application for reinstatement within ninety (90) calendar days and must report for work within six (6) months following separation from active duty. The County may require proof of performance of military service, or honorable discharge or such other proof deemed necessary. Where an employee voluntarily reenlists, or extends the period of military service, the military leave will be canceled.

## V. Employee Benefits

### A. Healthcare Benefits

Employees who meet the definition of "benefit eligible" under both Morrow County policy and that of its health insurance provider are entitled to the benefit options offered by Morrow County. Generally speaking, that means Morrow County offers medical insurance for all of its regular employees unless otherwise established by law. Morrow County pays ~~92.5%~~ [a portion](#) of the premium for the employee [based on the amount negotiated in the current collective bargaining agreement](#). Part-time employees who are scheduled for less than 20 hours a week are not eligible for health-insurance coverage.

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by Morrow County. These documents govern all issues relating to employee health insurance. As other employee benefits are offered by Morrow County, employees will be advised and provided with copies of relevant plan documents. Copies are available from Human Resources.

### **B. Employee Assistance Program (EAP)**

This free, confidential service is provided by Cascade Centers and is available to all employees and dependents covered on a CIS Regence medical plan. The EAP can be used to assist employees and eligible family members with any personal problems, large or small. Each covered employee and eligible family members can receive up to 5 personal counseling sessions per situation per year. Sessions can be face to face, over the phone, or online for concerns such as marital conflict, conflict at work, depressions, stress management, family relationships, anxiety, alcohol or drug abuse, grieving a loss, and career development services.

Cascade Centers also provides educational tools as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, home ownership, and gym membership discounts.

More information regarding this service can be obtained by contacting CIS Benefits, or contact Cascade Centers directly at 1-800-433-2320, or at [www.cacadecenters.com](http://www.cacadecenters.com).

### **C. Workers' Compensation and Safety on the Job**

Employees are protected by workers' compensation insurance under Oregon law. This insurance covers employees in case of occupational injury or illness by providing, among other things, medical care, compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

#### Steps to Take if Injured on the Job

If an employee is injured on the job, Morrow County wants to know about it and expects to learn about it no later than 24 hours after the injury (report all work-related injuries to a Supervisor).

If the employee seeks treatment for his/her work-related injury and would like to apply for workers' compensation benefits, they must do all of the following:

1. Report any work-related injury to the Supervisor. This injury must be reported no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Promptly complete a written Employee's Claim Form (Form 801) and return it to Human Resources.

*Failure to timely follow these steps may negatively affect your ability to receive benefits.*

#### Return to Work

If an employee requires workers' compensation leave, the employee will, under most circumstances, be reinstated to the same position held at the time the leave began, or

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Commented [A26]: This policy addresses the "basics" of workers' compensation law. One notable absence from this policy is a salary continuation provision, whereby an employer agrees to either supplement the wages paid to an employee on time-loss or allow the employee to use accrued vacation or sick leave to make up the difference between time-loss and regular wages. If your organization offers one of these benefits, it should be included in this policy and should define the circumstances under which the wage supplementation ends (e.g., after one year).

to an equivalent position, if available. However, the employee must first submit documentation from a health care provider who is familiar with the condition certifying their ability to return to work and perform the essential functions of the position.

When returning from a workers' compensation leave an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if an employee would have been laid off had she/he not been on leave, or if the position was eliminated, and no equivalent or comparable positions are available, then the employee may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. Morrow County does not discriminate against employees who suffer a workplace injury or illness.

#### Early Return-to-Work Program

Morrow County's Return-to-Work program provides guidelines for returning employees to work at the earliest possible time after an employee suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable an employee to return to his/her regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by Morrow County, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If the employee's doctor determines that he/she is able to perform modified work, Morrow County will attempt to provide the employee with a temporary job assignment for a reasonable period of time until the employee can resume his/her regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, an employee is offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect compensation and employment with Morrow County. While on modified or transitional work, employees are still subject to all other Morrow County rules and procedures.

#### Overlap with Other Laws

Morrow County will account for other leave and disability laws that might also apply to an employee's situation, such as the Americans with Disabilities Act (ADA) and FMLA or OFLA. If, after returning from a workers' compensation leave, it is determined that the employee is unable to perform the essential functions of the position because of a qualifying disability, the employee may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

#### **D. Retirement Plan**

Morrow County elected officials and employees who regularly work no less than 20 hours a week, 65 months a year, are required to participate in the Morrow County Retirement

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plan. Temporary employees do not participate in the plan and the County will make no contributions to the retirement plan on their behalf. [Employees may be subject to a waiting period depending on specified plan.](#)

[Morrow County's pension plan meets or exceeds the provisions of the Public Employee Retirement System PERS plan.](#) Consult the most recent Plan Document for details of the retirement plan.

## VI. Workplace Safety

### A. Alcohol/Drug Use, Abuse and Testing

Morrow County works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescription or illegal drugs, or alcoholic beverages, pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to Morrow County's reputation.

Morrow County expects employees to report to work in a condition that is conducive to performing their duties in a safe, effective and efficient manner. An employee's off-the-job as well as on-the-job involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and others.

This policy applies to all employees (except where noted in this policy or where it is inconsistent with applicable law and/or collective bargaining agreement principles). This policy revises and supersedes all previous drug and alcohol testing policies and practices.

#### Prohibited Conduct

- Possession, transfer, use or being under the influence of any alcohol while on Morrow County property, on Morrow County time, while driving Morrow County vehicles (or personal vehicles while on Morrow County business), or in other circumstances which adversely affects Morrow County operations or safety of Morrow County employees or others.
- Law enforcement employees may possess or transfer alcohol during the performance of their law enforcement duties, e.g., collecting evidence.
  - The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on Morrow County property, on Morrow County time, while driving Morrow County vehicles (or personal vehicles while on Morrow County business), or in other circumstances which adversely affect

**Commented [A28]:** This policy is completely changed from old

**Commented [A29]:** CIS has included two versions of an Alcohol/Drug Use, Abuse and Testing policy. The first is a "zero tolerance" policy. Under that version, employees who show up to work with any detectable amount of drugs or alcohol in their system violate the policy (even if they aren't impaired in any way). The second version is a "no-impairment" policy that tolerates an employee's off-duty alcohol use and lawful use of marijuana but prohibits employees from coming to work impaired and bringing drugs, alcohol or drug paraphernalia to the workplace.

Because drug and alcohol testing is a mandatory subject of bargaining, these policies must be vetted with your organization's union(s) before implementing them. Otherwise, the policy will apply to only those employees within your organization not covered under a CBA.

Employers who are subject to the federal Drug Free Workplace Act, due to the receipt of federal funds via a federal grant or contract, need to check the language of the grant/contract to ensure that its drug/alcohol use, abuse and testing policy is in compliance with that federal law and/or the terms of the contract or grant.

Finally, other than restrictions imposed by CBAs or a federal grant or contract with specific language on the subject, an employer can decide what the consequences of the prohibited conduct may be, i.e., termination of employment or "last-chance agreement" or some combination thereof.

Morrow County operations or safety of Morrow County employees. Employees may not have any detectable amount of narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance in their system while on Morrow County property or on Morrow County time.

- o Law enforcement employees may possess narcotics, drugs or other controlled substances while engaging in law enforcement duties, e.g., collecting or transporting evidence.
- o The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affect an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.
- o As used in this policy, "controlled substance" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.
- Bringing to Morrow County property, or possessing, items or objects on Morrow County property that contain any "controlled substance," including, for example, "pot brownies" and candy containing marijuana. This prohibition does not apply to law enforcement employees who bring or possess such items in connection with law-enforcement work. No employee, regardless of position held, may knowingly serve items containing marijuana or any other "controlled substance" to co-workers, members of the public, or elected officials while on work time or on/in Morrow County property.
- Bringing marijuana-related equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana (among other drugs), such as pipes, bongs, "vape" pens, smoking masks, roach clips, and or other drug paraphernalia. This prohibition does not apply to employees who possess such items in connection with law enforcement work.
- Bringing equipment, products or materials that are marketed for use or designed for use in planting, propagating, cultivating, growing, or manufacturing marijuana, including live or dried marijuana plants to Morrow County property. This prohibition does not apply to employees who possess such items in connection with law enforcement work.

#### Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or Morrow County operations.

Employees must inform their Supervisor about their use of any prescription or over-the-counter drugs that could affect their ability to safely perform the duties of their position. If an employee's use of such prescription drugs could adversely affect Morrow County operations or safety of Morrow County employees or other persons, Morrow County may reassign the employee using the prescription drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination. (Although an employee is not required to provide Morrow County with the name(s) of the prescription medication(s) taken, medical verification of the prescription may be required.)

The use of marijuana, which is a Schedule I controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. Employees who use medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as Morrow County will not agree to allow an employee to use medical marijuana as an accommodation. (See "Disability Accommodation Policy," above.)

#### Random-Basis Testing of Employees

Random tests are required under the following circumstances:

1. For employees required to hold a commercial driver license (CDL) at the rate of 25% of the workforce per year for alcohol and 50% of the workforce per year for controlled substances, or less as permitted by the Department of Transportation regulations.
2. Employees will be randomly selected by a computer random selection program.
3. Random testing will be performed without advance notice. Employees will be notified that they have been selected for a random screening and must report to the collection site immediately for specimen collection.

#### Reasonable Cause Testing

If there is reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol during work hours or has used drugs or alcohol in violation of this policy, Morrow County may require the employee to undergo testing for controlled substances or alcohol.

As used in this policy, unless the context indicates otherwise:

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the County Administrator or the County Administrator's designee.
- "Reasonable cause" as used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:
  - a pattern of abnormal or erratic behavior;



- o information provided by a reliable and credible source;
- o direct observation of drug or alcohol use;
- o presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- o unexplained significant deterioration in individual job performance;
- o unexplained or suspicious absenteeism or tardiness;
- o employee admissions regarding drug or alcohol use; and
- o unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the County Administrator. Whenever possible, supervisors should locate a second employee or witness to corroborate their "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result may request a second test. The costs for the retest will be the responsibility of the employee, unless the second test results are negative. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by the County Administrator or Human Resources. The letter of notification shall state the particular substance identified by the laboratory tests.

The period of time while waiting for test results after a reasonable cause test or while awaiting the results of a challenged positive result shall be considered investigative and the employee will be on leave with pay. After a positive test result (or confirmation, if requested) from any test circumstance except pre-employment, the employee will be on unpaid leave until the Substance Abuse Professional has determined that an employee may return to duty and the employee has had a negative test result.

#### Post-Accident Testing

Following an accident, the employee on scene shall initiate the information-gathering process as quickly and thoroughly as is feasible. The Supervisor shall obtain accident data from the driver through the Incident Report Form and/or by verbal communication. The Supervisor will proceed with an investigation to determine the underlying causes and what can be done to prevent similar occurrences. The Incident Report will be forwarded to the Finance and Human Resource offices, along with any additional supporting data (e.g., witness statements, photographs, police reports, etc.)

Employees are subject to testing when they: (a) cause or contribute to accidents that seriously damage a Morrow County vehicle, machinery, equipment or property; (b) result in an injury to themselves or another employee requiring offsite medical attention; or (c) when Morrow County has reasonable cause to believe that the accident or injury may have been caused by drug or alcohol use.

For all employees required to hold a CDL, after all accidents, the driver shall be tested - within two hours of occurrence.

**Commented [A30]:** The types of tests described here should be those that are used by your organization's testing company.

If a fatal accident occurs, all employees on duty and present must be tested within eight hours of the accident. In the case of a vehicular accident, mechanics who worked on the vehicle within eight hours of the accident, must also be tested.

Any employee receiving a post-accident citation from a law enforcement officer must be tested.

Post-accident testing for non-CDL holding employees, whenever it may be appropriate in the judgment of the supervisor. A supervisor may determine that testing is not necessary if it is shown that the use of substances could not have contributed to the cause of the accident (equipment failure, for example). A decision not to administer a post-accident test will be made by a supervisor who was not involved in the accident. The supervisor will prepare and maintain a record stating the reasons the test was not administered.

An employee, except by reason of seeking or receiving assistance for the injured, must remain available for testing or will be judged to have refused the test. However, if the drug and alcohol test is being collected from an employee in need of medical attention, necessary medical attention will not be delayed in order to collect the specimens.

#### Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on Morrow County property, or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, Morrow County may search the employee's possessions located on Morrow County property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to Morrow County property, or in property, equipment or supplies provided by Morrow County to employee.

#### Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

#### Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

**Commented [A31]:** CIS strongly recommends preparing a "consent to search" form for the employee to sign before a search is conducted. Please contact CIS for a sample "consent to search" form.

Failure to report as required will result in disciplinary action, up to and including termination.

#### Drug and Alcohol Treatment

Morrow County recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. Morrow County is willing to help such employees obtain appropriate treatment.

An employee who believes that he/she has a problem involving the use of alcohol or drugs should ask a supervisor or Human Resources for assistance.

Morrow County will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and Morrow County to the extent its existing benefits package covers some or all of the program costs.

Although Morrow County recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of Morrow County policy is discovered, the employee's willingness to seek Morrow County or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

#### Discipline and Consequences of Prohibited Conduct

An employee who tests positive for drugs or alcohol in accordance with this policy will be subject to discipline, up to and including termination.

#### Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or Morrow County is prohibited unless written authorization is obtained from the employee.

### **B. Bad Weather/Emergency Closing**

Except for regularly scheduled holidays identified by Morrow County (see "Holidays" section, above), Morrow County is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond the County's control, such as inclement weather, a national crisis, or other emergencies that make one or more County office locations inaccessible for all or part of a regularly scheduled workday, the Department Head will decide whether or not to close, and to what extent Morrow County will close.

In the event of extreme bad weather, we recognize that each employee's ability to safely reach work may be different. If an employee cannot safely report to work in such circumstances, the employee should contact their Supervisor and submit accrued leave time in place of regularly scheduled hours. If staff cannot reach the office and are able

to serve Morrow County from home, he/she should do so, subject to approval by the Supervisor. Safety and a trustworthy approach should be your guides.

When weather conditions require the closing of a County office within the employee's regularly scheduled work and the employee is ordered home by his/her Department Head, such employee shall not suffer loss of pay for that day. Should the County office remain closed for additional days, such employees may apply accrued vacation or compensatory time for their regularly scheduled shift.

If the County has not attempted to notify an employee not to report to work and the employee reports as scheduled, he/she shall be provided a minimum of 2 hours pay.

### **C. Workplace Violence**

Morrow County recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction, as well as productivity. Therefore, threats and acts of violence made by an employee against another employee, volunteer, Elected Official, or member of the public with respect to that person's life, health, well-being, family, or property, will be dealt with in a zero-tolerance manner by Morrow County.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with Morrow County, or that threaten the safety, security or financial interests of Morrow County. Employees are also strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against any employee, volunteer or Elected Official. Employees should make such reports directly to their Supervisor.

Morrow County also may investigate a current employee where the employee's behavior raises concern about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy below on "Workplace Inspections."

### **D. Workplace Inspections — No Right to Privacy or Confidentiality**

This policy applies to inspections and investigations conducted by Morrow County, pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems and computer systems. *Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets and other office equipment or furniture, as well as voicemail and computer systems assigned to them by Morrow County; these areas are not private.*

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible, under the circumstances.

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## E. Smoke-Free Workplace

Morrow County provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product and smoking in any form (including, without limitation, cigars and e-cigarettes). Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and any visitors to Morrow County property, vehicles or facilities/buildings.

Morrow County buildings and vehicles are tobacco- and marijuana-free areas. Tobacco/marijuana use is prohibited during working hours. Further, Morrow County prohibits tobacco/marijuana use in or around Morrow County vehicles and equipment or machinery.

If an employee wishes to smoke tobacco, he/she must do so outside of Morrow County's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows.

## VII. Workplace Guidelines

### A. Cellular Devices Policy

This policy applies to employee use of cell phones, smartphones, tablets, and similar devices, all of which are referred to as "cellular devices" in the Cellular Devices Policy.

#### Cell Phones and Cellular Devices in General

Employees are allowed to bring personal cell phones and cellular devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or Morrow County-provided cell phones/cellular devices may not violate Morrow County's policies against harassment and discrimination. Thus, employees who use a personal or Morrow County-provided cell phone/cellular device to send a text or instant message to another employee (or to a citizen or someone not employed by Morrow County) that is harassing or otherwise in violation of Morrow County's no-harassment and no-discrimination policies will be subject to discipline up to and including termination.

Nonexempt employees may not use their personal or Morrow County-provided cell phone/cellular device for work purposes outside of their normal work schedule without written authorization in advance from Human Resources. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination.

#### Employee Use of Morrow County – Provided Cell Phones/Cellular Devices

Cell phones/cellular devices are made available to Morrow County employees on a limited basis to conduct Morrow County's business. Determinations as to which

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employees receive Morrow County-provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or cellular device. In some cases, Morrow County may provide a monthly cellular telephone allowance to employees who regularly make calls on behalf of Morrow County away from the office.

Employees who receive a cell phone or cellular device from Morrow County must agree to not use the cell phone/cellular device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or cellular device from Morrow County must acknowledge and understand that because the cell phone/cellular device is paid for and provided by Morrow County, or subsidized by Morrow County, any communications (including text messages) received by or sent from the cell phone/cellular device may be subject to inspection and review if Morrow County has reasonable grounds to believe that the employee's use of the cell phone violates any aspect of the Cellular Device Policy or any other Morrow County policy. An employee who, after reasonable notice, refuses to provide Morrow County access to his/her personal cell phone/cellular device in connection with an investigation may be subject to discipline, up to and including termination.

Employees may not use Morrow County-provided cell phones or cellular devices to call 1-900, 1-976 or similar "pay per minute" services. Further, family and friends may not use an employee's Morrow County-provided cell phone/cellular device.

#### Employee Use of Cell Phones/Cellular Devices with Cameras

Cameras of any type, including cell phones or cellular devices with built-in cameras and video photography options, may not be used during working hours, or at any Morrow County-sponsored function unless authorized to do so by the County Administrator.

#### Cell Phones/Cellular Devices and Public Records

Morrow County-related business conducted on Morrow County-provided or personal cell phones/cellular devices may be subject to disclosure and production under Oregon's Public Records laws or in connection with litigation filed against Morrow County.

#### Cell Phone/Cellular Device Use While Driving

The use of a cell phone or cellular device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of handheld cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of Morrow County vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided or subsidized by Morrow County.

Employees are prohibited from using handheld cell phones for any purpose while driving on Morrow County-authorized or Morrow County-related business. This policy also prohibits employees from using a cell phone or other cellular device to send or receive text or "instant" messages while driving on Morrow County business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or cellular device

**Commented [A35]:** NEW POLICY – should we change to “may not take pictures of documents, computer files, etc”

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for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

## **B. Use of Morrow County Email and Electronic Equipment, Facilities and Services**

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Morrow County uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such Morrow County property.

### Ownership

All information and communications in any format, stored by any means on or received via Morrow County's electronic equipment, facilities or services is the sole property of Morrow County.

### Use

All of Morrow County's electronic equipment, facilities and services are provided and intended for Morrow County business purposes only and not for personal matters, communications or entertainment. Access to the Internet, websites and other electronic services paid for by Morrow County are to be used for Morrow County business only. This means, for example, that employees may not use Morrow County-provided Internet, or Morrow County electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate Morrow County's no-harassment, no-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind;
- Engage in any activity that violates the rights of any person or Morrow County, and that is protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other Morrow County-specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses).
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, provided it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use Morrow County-provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). Morrow County email addresses for professional-based social

media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

#### Morrow County Property Agreement

In the event that an employee is issued County property, such employee understands that it will be returned when requested or upon their exit from County employment.

Employees acknowledge to take proper care of all company equipment with which they are entrusted. Upon termination, employees will return all Morrow County property and the property will be returned in proper working order. Employees may be held financially responsible for lost or damaged property. Failure to return County property will be considered theft and may lead to criminal prosecution by Morrow County.

#### Inspection and Monitoring

Employee communications, both business and personal, made using Morrow County electronic equipment, facilities, and services are not private. Any data created, received or transmitted using Morrow County equipment, facilities or services are the property of Morrow County and usually can be recovered even though deleted by the user.

All information and communications in any format, stored by any means on Morrow County's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect Morrow County's ownership of the electronic information, electronic equipment, facilities, or services, or Morrow County's right to inspect such information. Morrow County reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of Morrow County's electronic equipment, facilities and services, including all communications and internet usage and resources visited. Morrow County will override all personal passwords if it becomes necessary to do so for any reason.

#### Personal Hardware and Software

Employees may not install personal hardware or software on Morrow County's computer systems without approval from the County's Information Technology Department. All software installed on Morrow County's computer systems must be licensed. Copying or transferring of Morrow County-owned software may be done only with the written authorization of the [IT department/County Administrator](#).

#### Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by Morrow County management. No employee can examine, change or use another person's files, output or username unless he/she has explicit authorization from the County Administrator to do so.

#### Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be



aware that such forms of communication are subject to interception and these methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

#### Inappropriate Web Sites

Morrow County's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate Morrow County's policies on harassment and discrimination.

### **C. Social Media**

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal or commercial website, social networking website, web bulletin board or a chat room, whether or not associated or affiliated with Morrow County, as well as any other form of electronic communication.

Ultimately, employees are solely responsible for what he/she posts online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any employee conduct that adversely affects job performance, the performance of co-workers, or otherwise adversely affects the citizens of Morrow County or people who work on behalf of Morrow County or Morrow County's legitimate business interests, may result in disciplinary action, up to and including termination.

#### Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate any Morrow County policies, including Morrow County's no-harassment and no-discrimination and workplace violence policies. Similarly, postings that include threats of violence, that are physically threatening or intimidating, bullying or harassing, will not be tolerated and may subject an employee to discipline, up to and including termination.

Employees cannot create a link from their blog, website, or other social networking site to a Morrow County-owned or maintained website without identifying themselves as a Morrow County employee.

Employees can express only their personal opinions. Employees will never represent themselves as a spokesperson for Morrow County, unless they are authorized by their Supervisor to do so. If Morrow County is a subject of the content an employee is creating, it must be clear and open fact that the employee is a Morrow County employee, and it must be made clear that the views do not represent those of Morrow County or its employees or Elected Officials.

#### Encouraged Conduct

Employee will always be fair and courteous to co-workers, the citizens of Morrow County, Elected Officials, and suppliers or other third parties who do business with Morrow County.

Also, employees are more likely to resolve work-related complaints by speaking directly with co-workers, or by utilizing the County's Open-Door Policy, than by posting complaints to a social media outlet. If an employee decides to post complaints or criticism, avoid

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using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, Morrow County employees or elected officials, that might constitute harassment or bullying, and/or that violate Morrow County policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally harm an individual's personal or professional reputation, posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Morrow County policy.

Maintain the confidentiality of Morrow County's confidential information. Do not post internal reports, policies, procedures or other internal, Morrow County-related confidential communications or information. (See "Confidential Morrow County Information" policy, below.)

Nothing in this policy is meant to prevent an employee from exercising his/her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt Morrow County operations. Employees are free to express themselves as private citizens on social media sites, but an employee's exercise of expression is balanced against Morrow County's interest in the effective and efficient fulfillment of its responsibilities to the public.

#### Request for Employee Social Media Passwords

Morrow County's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a username and password that would otherwise allow a supervisor/manager to access a private email account not provided by Morrow County.

Nothing in this policy prohibits Morrow County from requiring an employee to produce content from his/her social media or internet account in connection with a Morrow County-sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

#### **D. Confidential Morrow County Information**

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with Morrow County policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course

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of performing duties on behalf of Morrow County) may be removed from our premises without permission from County Administrator. Likewise, any materials developed by Morrow County's employees in the performance of their jobs is the property of Morrow County and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to Morrow County's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

#### **E. Ethics**

Morrow County treats people with respect and adheres to ethical and fair business practices. Morrow County expects employees to avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of Morrow County or Morrow County's citizens.

Employee's of Morrow County are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If a new employee comes to Morrow County from work in the private sector, he/she may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If an employee has questions about whether an activity meets Morrow County's or Oregon's ethical standards, please talk with a Supervisor. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action, up to and including termination.

#### **F. Gifts and Gratuities**

The County recognizes that it is valuable and appropriate for employees to become friendly with the public. There can however, be an appearance of impropriety in the giving and receiving gifts, no matter how innocently intended. Employees are therefore prohibited from requesting or accepting any favors, gratuities, gifts, prizes, awards, trips or special considerations in any way related to their work or position with the County that would constitute a violation of ORS 244.040, a section known as the Government Standards and Practices Laws, which prohibit the following:

1. Accepting something of more than an insignificant value as a personal gift,
2. Performing any official action in exchange for a favor, gift, award, or any other special consideration.
3. Personally, receiving something such as prizes or discounts if that benefit is available only because of the employee holding their public position.

Best Practice: When in doubt, do not accept the gift, or make sure the item remains the property of the County and not the employee personally.

#### **G. Open-Door Policy**

Morrow County's Open-Door Policy is based on the County's belief that open, honest communication between managers and employees should be a common business

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practice. Morrow County's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are identified early and shared without the fear of retaliation (when the employee provides the input in good faith). If an employee has a complaint, suggestion, or question about the job, working conditions, or the treatment they are receiving from anyone in Morrow County, please raise them first with the immediate supervisor. If an employee is not satisfied with the response from the immediate supervisor, or if the issue involves the immediate supervisor, request to have the facts/situation reviewed by Human Resources.

#### **H. Outside Employment**

Generally, employees may obtain employment with an employer other than Morrow County or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of Morrow County time (including the employee's work time), Morrow County facilities, equipment and supplies, or the prestige or influence of the employee's position with Morrow County. In other words, the employee may not engage in private business interests or other employment activities on Morrow County's time or using Morrow County's property;
- The performance of an act that may later be subject to control, inspection, review or audit by the department for which the employee works (or by a State agency);  
or
- Receipt of money or anything of value for performance of duties that the employee is required to perform for Morrow County.

Morrow County requires employees to report outside employment to their Supervisor before the outside employment begins. Thereafter, an employee must provide an update to his/her Supervisor on an annual basis, or sooner if any changes in outside employment occurs. Employees who accept outside employment in violation of this policy may be subject to discipline, up to and including termination.

#### **I. Criminal Arrests and Convictions**

Employees must promptly and fully disclose to their supervisor on the next working day:

- All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on Morrow County property, or in a Morrow County vehicle (see "Alcohol/Drug Use, Abuse and Testing" policy above);
- All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
- If an employee is arrested, cited or convicted of a violation of any law that will prevent the employee from performing the essential functions of his/her position.

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Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, including termination.

#### **J. Political Activity**

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign, while on the job during working hours (this is not intended to restrict the right of Morrow County employees to express their personal political views); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

#### **K. Driving While on Business**

Employees using a private vehicle to conduct Morrow County's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for authorized Morrow County business use should make any necessary arrangements with their insurance carriers.

Morrow County may verify the validity of an employee's driver's license, auto insurance, and/or driving record at the time of hire and at any point during employment.

While on Morrow County business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Cell Phone Use While Driving" policy, above.

Employees who receive a ticket or citation while driving a County-owned vehicle or while on County business will be responsible for paying the fine (if any) associated with the ticket or citation and may face discipline, up to and including termination.

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## VIII. Discipline and Termination of Employment

### A. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and Morrow County's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment or other Morrow County records.
- Recording of work time of another employee or allowing any other employee to record another employee's work time or allowing falsification of any time sheets (personal or another employee's).
- Theft or the deliberate or careless damage or destruction of any Morrow County property, or the property of any other employee, citizen, vendor or third party.
- Unauthorized use of Morrow County equipment, materials or facilities.
- Provoking a fight or fighting during work hours or on Morrow County property.
- Carrying firearms or any other dangerous weapon on Morrow County premises at any time by anybody other than law enforcement officials.
- Engaging in criminal conduct while at work.
- Causing, creating or participating in a significant or substantial disruption of work during working hours on Morrow County property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another Morrow County employee, customer or vendor.
- Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
- Failure to observe work schedules, including rest breaks and meal periods. Employees are expected to be at work on time, remain until the workday ends, and perform the work assigned to or requested.
- Sleeping or malingering on the job.
- Excessive personal telephone calls during working hours.
- Unprofessional appearance during normal business hours.
- Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by Morrow County.
- Misrepresentation of Morrow County policies, practices, procedures, or your status or authority to enter into agreements on behalf of Morrow County. Employees may not use Morrow County's name, logo, likeness, facilities, assets or other resources of Morrow County for personal gain or private interests.
- Violations of the Ethics Policy or Oregon's Ethics laws.
- Violation of any safety, health, security or Morrow County policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by Morrow County or outside regulatory or legislative bodies.

~~Failing to timely pay water/sewer/tax accounts with Morrow County on time, and/or whose Morrow County provided services are disconnected. This includes,~~

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~~without limitation, situations where the employee writes a check to Morrow County that is refused for payment due to non-sufficient funds.~~

- Harassment or discrimination that violates Morrow County policy.

This statement of prohibited conduct does not alter Morrow County's policy of at-will employment. Except for employees subject to a collective bargaining agreement or contract of employment, Morrow County remains free to terminate the employment relationship at any time, with or without cause or notice.

## B. Corrective Action/Discipline Policy

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet Morrow County standards, Morrow County will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating the employment of an employee for serious violations of Morrow County policies, procedures and rules and for other inappropriate behavior or conduct, Morrow County may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. Morrow County may also choose to send the employee to a training or an education opportunity.

In all cases, Morrow County will determine the nature and extent of any discipline based upon the circumstances of each individual case and, where applicable, collective bargaining agreement provisions. Morrow County may proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when Morrow County deems such action appropriate. Morrow County retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

## C. Grievances

### Grievance Procedure

~~Any dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:~~

~~Step 1—Informal Discussion. The affected employee, with or without Union representation will contact their immediate supervisor to meet and discuss alleged contract violation prior to filing a written grievance at step 2~~

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~~STEP 2— Formal Filing. If the issue is unresolved, the Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the Article and Section violated, and the remedy desired within thirty (30) calendar days of the alleged occurrence. Where the issue is not settled at Step 1, the Union shall submit the grievance to the Department Head or designee within thirty (30) calendar days of the alleged occurrence. The Department Head's response shall be due in writing within ten (10) working days of receipt of the grievance.~~

~~STEP 3— Board of Commissioners. If the grievance remains unresolved, the Union may, within 10 (ten) working days of receiving the Step 2 response (not including the date of response), submit the grievance to the BOC for review. The BOC shall have twenty (20) working days from the date of presentation (not including the date of presentation) in which to respond to the grievance.~~

~~STEP 4— Arbitration. If the grievance is still unsettled after completion of Step 3, the union may, within ten (10) working days of the written response from the BOC, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration the parties are unable to agree upon an arbitrator, the parties shall strike from a list of seven arbitrators. Both the BOC or its designee and the union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.~~

~~Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.~~

#### Processing of Grievance

~~Employees will be paid for time spent during their regular working hours meeting with County officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside their regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third party hearing will not be allowed. Time off without loss of pay will, however, be allowed when the County requires an employee to attend an arbitration or other third party hearing on the County's behalf.~~

#### Purpose

Morrow County recognizes that there are times when the need arises for employees to express concerns or complaints in a formal manner. The following procedures will ensure that non-union employees receive a fair and unbiased review of workplace concerns.

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Employees with union representation should refer to the grievance procedures outlined in the respective collective bargaining agreement.

#### Procedures

##### *Step 1: Informal discussion with supervisor*

Employee concerns should first be discussed with the employee's immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

##### *Step 2: Written complaint to supervisor*

If the employee is not satisfied with the results of the informal discussion in Step 1, the employee may submit a written complaint within 10 days to his or her immediate supervisor to include:

- The nature of the grievance.
- Detailed information including evidence of the issue, witnesses, related policies, etc.
- The remedy or outcome desired.
- The immediate supervisor will have ten working days to respond to the employee in writing.

If the employee complaint is regarding illegal harassment, discrimination or retaliation, the employee should submit the written complaint directly to Human Resources.

##### *Step 3: Written complaint to senior management*

If the employee is not satisfied with the response from the immediate supervisor, the employee may submit a written complaint to senior management for review. A copy should also be sent to Human Resources. The request for review should include:

- An explanation of the grievance and details of all previous efforts to resolve the issue.
- A copy of the written complaint submitted to the immediate supervisor.
- A copy of the immediate supervisor's written response to the employee's complaint.
- Detailed information regarding the employee's dissatisfaction with the immediate supervisor's response.

Senior management will consult with the employee's immediate supervisor, Human Resources and any other relevant parties to evaluate the grievance and provide a written response to the employee within ten days. The outcome of the review by senior management will be final unless new evidence or other circumstances warrant additional review of the complaint.

#### *Recordkeeping*

Human resources will maintain records of the grievance process confidentially and securely.

#### **D. Retirement or Resignation from Employment**

If an employee chooses to resign or retire, it is anticipated that the employee will give Morrow County as much notice as possible — preferably a minimum of two weeks. When giving your two-weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give two-weeks' notice of your intent to leave Morrow County, you will not be eligible for re-employment at a later date.

Employees who miss three or more consecutive workdays without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with their Supervisor before making a final decision.

Employees must return all Morrow County property, including phones, computers, identification cards, credit cards, keys, and manuals, to their Supervisor or Human Resources on or before their last day of work.

#### **E. Employment References**

All requests for references or recommendations must be directed to the HR Director. No manager, supervisor or employee is authorized to release references for current or former employees. Managers and supervisors are expressly prohibited from providing employment-site "recommendations" or using a website on the internet to discuss a current or former employee's performance or termination of employment.

By policy, Morrow County discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

### **IX. Employee Acknowledgement**

Acknowledgment of Receipt of 2021 Personnel Policies

Morrow County Employee Handbook 2021

I acknowledge that I have received and will read a copy of Morrow County's 2021 Personnel Policies and Employee Handbook. I also understand that a copy of the Personnel Policies and Employee Handbook is available to me at any time to review on the Human Resources Shared Drive.

I understand that Morrow County has adopted the Personnel Policies and Employee Handbook only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time at Morrow County's sole discretion. I also understand that the Personnel Policies and Employee Handbook take precedence over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the Personnel Policies and Employee Handbook are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

Commented [A51]: Edited Policy

Commented [A52]: New Policy

Commented [A53]: New

I understand that either Morrow County or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review Morrow County's policies regarding Equal Employment Opportunity and that Morrow County aims to provide a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding Equal Employment Opportunities, discrimination, retaliation or harassment to Human Resources, the County Administrator, or any trusted manager or supervisor.

During my employment with Morrow County, I understand that it is my responsibility to remain informed about the policies as revisions, updates, and new policies are issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.



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

(For BOC Use)  
 Item #  
 6h

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

Presenter at BOC: Tamra Mabbott  
 Department: Planning  
 Short Title of Agenda Item:

Phone Number (Ext): 922-4624 or X 5505  
 Requested Agenda Date: 04/7/2021

(No acronyms please)

**Ordinance Adoption for:**

**1. New Goal 10 Housing Chapter for the Comprehensive Plan.**

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

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

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:

Tamra Mabbott      04/02/2021      Department Director

Required for all BOC meetings

Darrell Green      4/5/21      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):**

On March 24, 2021 Board of Commissioners held two land use legislative hearings and approved a new Chapter 10 Housing Comprehensive Plan Amendment and a new Rural Residential 10 acre zone.

Ordinance to adopt the two amendments are attached.

**2. FISCAL IMPACT:**

N/A

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

1. Adopt Ordinance to implement the Goal 10 Housing Chapter for the Comprehensive Plan.
2. Adopt Ordinance to adopt the new Rural Residential 10-acre zone.

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW	)	Ordinance Number
COUNTY COMPREHENSIVE PLAN TO ADOPT	)	ORD-2021-2
A NEW CHAPTER, GOAL 10 HOUSING	)	

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

**WHEREAS**, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986, with the Economic Element update acknowledged in May 2016; and

**WHEREAS**, the Morrow County Planning Department, together with the Cities in Morrow County, retained a consultant to study and evaluate housing needs inside city limits and urban growth areas, where the final product was the 2019 Morrow County Housing Strategies Report; and

**WHEREAS**, the 2019 Housing Strategies Report recommended County replace the old and adopt a new Goal 10 Housing Chapter in the Comprehensive Plan; and

**WHEREAS**, the Morrow County Planning Commission held public hearings on December 8, 2020, January 19, 2021 and February 23, 2021, to consider the request and voted unanimously to recommend that the Board of Commissioners adopt the new Comprehensive Plan Chapter 10 Housing; and

**WHEREAS**, the Morrow County Board of Commissioners held a public hearing on March 24, 2021 and voted unanimously to adopt the Findings and adopt a new Comprehensive Plan Chapter 10 Housing; and

**NOW THEREFORE THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:** THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AMENDS THE MORROW COUNTY COMPREHENSIVE PLAN, GOAL 10 HOUSING AND ALSO ADOPTS AS A REFERENCE THE 2019 HOUSING STRATEGIES REPORT.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “Goal 10 Housing Chapter Update of the Comprehensive Plan.”

#  
#  
#

Section 2 Affected and Attached Documents:

1. Board of Commissioners Staff Report and Findings of Fact Plan Amendment (AP-135-21)
2. June 2019 Morrow County Housing Strategies Report

Section 3 Effective Date:

This ordinance shall be effective 90 days from April 21, 2021, on July 15, 2021

Date of First Reading: April 7, 2021  
Date of Second Reading: April 21, 2021

**ADOPTED** BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 21<sup>st</sup> DAY OF APRIL 2021.

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

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

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

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

Approved as to Form:

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

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

AN ORDINANCE AMENDING THE MORROW	)	Ordinance Number
COUNTY ZONING ORDINANCE TO ADOPT	)	ORD-2021-3
A NEW RURAL RESIDENTIAL 10-ACRE ZONE	)	

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

**WHEREAS**, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 15, 1986, with the Economic Element update acknowledged in May 2016; and

**WHEREAS**, the Morrow County Planning Department, together with the Cities in Morrow County, retained a consultant to study and evaluate housing needs inside city limits and urban growth areas, where the final product was the 2019 Morrow County Housing Strategies Report; and

**WHEREAS**, the 2019 Housing Strategies Report recommended County adopt a new Rural Residential 10-Acre Zone; and

**WHEREAS**, the Morrow County Planning Commission held public hearings on November 24, 2020, December 8, 2020 and February 23, 2021, to consider the request and voted unanimously to recommend that the Board of Commissioners adopt the new Rural Residential 10-Acre Zone; and

**WHEREAS**, the Morrow County Board of Commissioners held a public hearing on March 24, 2021 and voted unanimously to adopt the Findings and adopt a new Rural Residential 10-Acre Zone; and

**NOW THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS: THAT THE MORROW COUNTY BOARD OF COMMISSIONERS AMENDS THE MORROW COUNTY ZONING ORDINANCE.**

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “Rural Residential 10-Acre Zone.”

#  
#  
#



Section 2 Affected and Attached Documents:

1. Board of Commissioners Staff Report and Findings of Fact Plan Amendment (AZ-134-20)

Section 3 Effective Date:

This ordinance shall be effective 90 days from April 21, 2021, on July 15, 2021

Date of First Reading: April 7, 2021  
Date of Second Reading: April 21, 2021

**ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS  
THIS 21<sup>st</sup> DAY OF APRIL 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:** April 5, 2021  
**RE:** Administrator Monthly Report for March 2021

Below are the highlights for the month of March.

1. North County Government Building update:
  - a) The metal building was delivered on March 29<sup>th</sup>. It will take 6-8 weeks to erect the metal building.
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. We had a great event with OHA to administer over 1000 doses of Pfizer over four days. We are also a pilot for a Mobile Vaccine Unit operated by FEMA that will run from April 5<sup>th</sup> through April 13<sup>th</sup>. They will be using Johnson and Johnson vaccine.
3. The Leadership TEAM presented County Values; Communication, Teamwork and Professionalism, to the Board of Commissioners on March 17<sup>th</sup>. The Board of Commissioners adopted these values.
4. At our Director's meeting, Rachele Burke presented some tools to help county employees address COVID fatigue; such as butterfly hug, calm place visualization, deep breathing and introduced us to MyStrength App. Matt Scrivner gave a presentation on MS Teams and we had several departments sign up.
5. Other projects or activities;
  - a) Courthouse Space Analysis
  - b) Sheriff Station 2
  - c) 2021-22 Budgets
  - d) Round 4 Grant applications
  - e) US Cellular cell phone consolidation

Sincerely,

A handwritten signature in blue ink that reads "Darrell J Green".

Darrell J Green



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

Incident	Jan	Feb	Mar	April	May	June
Alarms	4	9	5			
Animal Complaint	23	13	15			
Agency Assist	34	13	12			
Assaults	2	1	4			
Burglary	5	5	1			
CHL	32	10	56			
Citizen Assist	23	17	15			
Civil Service	38	71	58			
County Code Calls	17	19	19			
Heppner area	0	2	2			
Irrigon area	9	9	10			
Bdmn area	8	8	7			
lone/Lex area	0	0	0			
Death Investigation	0	3	0			
Disturbance	6	12	17			
Dog	51	53	52			
Driving Complaints	64	57	81			
Drunk/Impaired Driver	1	4	3			
EMS	8	16	12			
Hit & Run	5	1	1			
Juvenile Complaints	23	22	9			
Motor Vehicle Crashes	7	9	4			
RV Code	0	0	0			
Suicidal	1	3	2			
Suspicious Activity	36	22	40			
Theft	6	6	21			
Trespass	5	4	8			
Traffic Stops - Cite	36	44	32			
<b>Total Traffic Stops</b>	<b>146</b>	<b>176</b>	<b>109</b>			
UUMV-Stolen vehicle	4	1	3			
Welfare Check	12	6	17			
<b>Totals</b>	<b>589</b>	<b>597</b>	<b>596</b>			
Other Misc. Incidents	586	568	606			
<b>Total # of Incidents</b>	<b>1175</b>	<b>1165</b>	<b>1202</b>			
Felony Arrests	16	13	14			
<b>Total # of Arrests</b>	<b>43</b>	<b>27</b>	<b>36</b>			

4/1/2021

**Morrow County Fair Report:**

Sponsorship packets have been mailed and we do have a few sponsor dollars coming in.

We are planning fair as normal with the hopes of not having to cancel. We are also discussing what we can do if we are in "risk categories" with limits on attendees.

We are working on getting entertainment lined up. We plan on fair starting on a Tuesday this will allow 4-H to do all the small animal activities, live food contests & fashion revue on this day thus allowing kids & families more time to enjoy the other parts of fair on Wednesday!

Our next fair board meeting is scheduled for April 14<sup>th</sup> and will be done over zoom to comply with social distancing!

**Fair Dates for 2021: August 17-21**

**Roberta Lutcher**

---

**From:** Heideman, Erin <erin.heideman@oregonstate.edu>  
**Sent:** Monday, March 29, 2021 6:57 AM  
**To:** Don Russell; Jim Doherty; Melissa Lindsay  
**Cc:** Darrell Green; Roberta Lutcher  
**Subject:** MoCo 4-H April  
**Attachments:** April 2021 Newsletter.pdf

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

---

Good Morning Commissioners,

Here is the monthly newsletter for Morrow County 4-H. Lots of workshops and clinics coming up and some highlights below. Have a great week.

Warm Regards, Erin

Hello MoCo 4-H!

I hope you had a restful and recharging spring break! Attached you will find the April newsletter. There is a TON of things in it! Some highlights:

**Shooting Sports:** New Shooter Orientation will be Wednesday, March 31<sup>st</sup> at 5:30pm. This is for our new members. Please bring your tools. Shooting practices/scoring starts on Wednesday, April 7<sup>th</sup>! A separate email with more specific details will be sent just to members that week.

**All Leader Monthly Meet Up:** Tuesday, April 6<sup>th</sup> at 6:00pm. Leaders Association Officers will be sharing financials and answer any questions.

Join Zoom Meeting

<https://oregonstate.zoom.us/j/96467144545?pwd=NjlvdDFFM256TmVoK0NsNnVJVDhzQT09>

Password: 596877

**Cloverbud Coloring Contest:** Email me your picture by April 8<sup>th</sup>! The Ambassadors are meeting on the 9<sup>th</sup> and will be judging your entry.

**Leathercraft Workshop:** Sign up for the Leathercraft earring workshop with Tayllor Brannon. Registration deadline is April 23<sup>rd</sup> so we can get materials to you! You'll get a chance to make 3 pairs of earrings. Great Mother's Day gifts and you can even enter them at county fair! Link to register

<https://extension.oregonstate.edu/4h/morrow/events/leathercraft-earring-workshop-virtual>

**4-H Leader/Volunteer Recognition:** April 18-24 is National Volunteer Week. We need your help in recognizing our amazing leaders and volunteers. Complete this online form by April 12 and we will create Facebook Posts and do a full spread in the May newsletter.

<https://bit.ly/4-HVolunteerRecognition>

**Livestock Showmanship Clinics:** Check out the newsletter! We have made arrangements for you to meet, or ZOOM, with the 2021 Fair Livestock Judges for Dairy, Small Animal/Poultry, Swine and Beef in June (*working on sheep*)! A great opportunity to ask questions and find out what you can work on in the summer to be successful!



# MORROW COUNTY 4-H

<https://extension.oregonstate.edu/4h/morrow>

**Goat, Sheep, Swine  
Spring Weigh In's**

Saturday, June 12th  
8:00-10:00AM

Morrow County Fairgrounds, Heppner  
Irrigon High School, Irrigon

**Morrow County 4-H**

Accommodations for disabilities may be made by contacting  
541-676-9642 or [erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu)

## Morrow County 4-H

PO Box 397

Heppner, OR 97836

541-676-9642

## Inside this issue

- Beef/Dairy Super Needed
- Summer Day Camp
- Clinics!!!
- Leatherwork Earring Class
- Important Dates
- Music Camp @ OSU
- The Green Barn Project

## Volunteer Opportunity!

### **Beef and Dairy Superintendent**

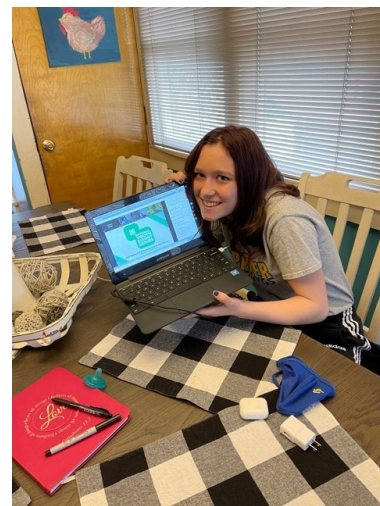
Needed at the MoCo Fair in August! Duties would include putting together show classes with the help of 4-H staff, assisting the judge and maintaining order in the barn. Normally, this would also include helping weigh and tag steers in March. Please let Erin know if you are interested. 541-561-0081 or [erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu)

**April 2021**

**Volume 21-3**



**Arianna Worden**, a member of the *Critters with Attitude 4-H Club* in Heppner, attended the virtual 2021 National 4-H Youth Summit on Agriscience March 5-7. The 4-H National Youth Summit Series brings together high school students for three days of hands-on activities and workshops, led by leaders and educators in these fields.



**SAVE THE DATE**

**DAY CAMP**

*Summer Camp for Molo 4-H*

**JUNE 14 AND 15 FOR CLOVERBUDS**  
**JUNE 16-18 JUNIORS + INTERMEDIATES + SENIORS**  
**MORROW COUNTY FAIRGROUNDS, HEPPNER**

**At the end of day camp days Wednesday-Friday there will be clinic opportunities!**

**Wednesday:** Goat Showmanship clinic with Pendleton native and Oklahoma State University student, Macy Rosselle. Bring your goats!

**Thursday:** Dog Obedience Clinic. Heppner native, Kaley Way Patterson will be working with our dog 4-H members. Come watch and see if dog 4-H is for you!

**Friday:** Small Animal & Poultry Showmanship Clinic with 2021 county fair judge, Nancy Richmond. This is open to cloverbud to senior members. Bring your animals to Wilkinson Arena after the day camp!

Wesley + William

**Morrow County 4-H**  
*Leathercraft Earring*  
*Workshop*

by Tayllor Brannon  
owner of Wesley & William

Friday, April 30, 2021  
9:00AM via ZOOM



**Join Tayllor, former MoCo 4-H member and owner of Breaking Grounds Coffee in Heppner, on a ZOOM to learn how to create 3 pairs of leather earrings. Registration due by April 23 and a kit will be sent to you with all the supplies in time for the class!**

---

**Sponsored by MoCo 4-H Leaders Association**

Registration Deadline: April 23rd at:  
**<https://extension.oregonstate.edu/4h/morrow>**

Question? Contact Erin Heideman at 541-561-0081 or  
[erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu)



# Morrow County 4-H WORKING Calendar

<b>APRIL</b>		
2	Outdoor Cooking Class, Part III	9:00AM ZOOM
6	All Leaders Monthly Meet Up	6:00PM ZOOM
7	Rifle/Archery @ Gun Club	3:00-5:00PM
9	Ambassador Meeting	TBA
11	Trap/Archery @ Gun Club	3:00-5:00PM
14	Pistol/Trap @ Gun Club	3:00-5:00PM
16	Outdoor Cooking Class, Part IV	9:00AM ZOOM
16	WE COOK, 4-H Cooking Meeting	10:00AM ZOOM
18-24	National 4-H Volunteer Week	
20	Beef Nutrition ZOOM	6:00PM
21	Rifle/Trap @ Gun Club	3:00-5:00PM
23	Leathercraft Earring Class	REGISTRATION DUE
25	Pistol/Archery @ Gun Club	3:00-5:00PM
28	Pistol/Archery @ Gun Club	3:00-5:00PM
30	Leathercraft Earring Class	9:00AM ZOOM
<b>MAY</b>		
4	All Leaders Monthly Meet Up	6:00PM ZOOM
7	Ambassador Meeting	TBA
7-8	Tractor Driving Operation Course	9:00am-4:00PM
14	WE COOK, 4-H Cooking Meeting	10:00AM ZOOM
21	<b>Threemile Canyon Farms Field Day</b>	9:00AM- 12:00PM <b>RSVP Please</b>
22	ATV Instructor Hands-On Course for Volunteers	10:00-3:00PM
<b>JUNE</b>		
1	All Leader Monthly Meet Up	6:00PM ZOOM
7	Dairy Showmanship ZOOM Clinic with 2021 Judge	6:00PM
8	Beef Showmanship ZOOM Clinic with 2021 Judge	6:00PM
9	Swine Showmanship ZOOM Clinic w/ 2021 Judge	6:00pm
11	Speak Easy Workshop	9:00AM- 12:00pm Extension Office
12	MoCo Fair Swine/Sheep/Meat Goat Weigh In's	8:00AM-10:00AM Heppner Fairgrounds and Irrigon High School
14-18	MoCo 4-H Day Camps	9Am-12PM Fairgrounds
16	Goat Showmanship Clinic w/ Macy Roselle	12:30 Wilkinson Arena, Fairgrounds
17	Dog Obedience Clinic w/ Kaley Way Patterson	12:30, Wilkinson Arena at Fairgrounds
18	Small Animal/Poultry Clinic w/ 2021 Fair Judge	12:30, Wilkinson Arena at Fairgrounds
<b>JULY</b>		
5-9	Fair Registration OPEN <b>Closes July 9 @ 4:30PM</b>	ONLINE
6	All Leaders Monthly Meet UP	6:00PM ZOOM
30-31	MoCo/UmCo Joint Horse Show	MoCo Fairgrounds
<b>AUGUST</b>		
3	All Leaders Monthly Meet Up	6:00PM ZOOM
7	Clean Up Day, MoCo Fairgrounds <b>The Green Barn Project</b>	9:00AM-11:00AM
<b>SEPTEMBER</b>		
13	Record Books Due to 4-H Office	



## **In the works!**

- Goat Virtual Nutrition Class
- Horse Showmanship Clinic
- ATV Instructor Training so we can start an ATV club! May 22 in lone.
- Speak Easy Workshop for Presentation Development
- Tractor Driving Certification Course for 14-17 year olds, May 7-8 in lone

**Interested in something?! Drop Erin a line and maybe we can get something**



# Goat Showing Clinic

with

**Macy Rosselle**

---

**Wednesday, June 16, 2021**

12:30PM

Morrow County Fairgrounds after Summer Day Camp



**Oregon State**  
University

**Accommodations for disabilities  
may be made by contacting  
541-676-9642 or  
[erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu)**

## Morrow County 4-H



# SMALL ANIMAL & POULTRY SHOWMANSHIP CLINIC

with

**NANCY RICHMOND**

---

**Friday, June 18, 2021**

**12:30PM**

*MoCo Fairgrounds after Summer Day Camp*

Ms. Richmond will be the county fair judge 2021 and wants to see you succeed! Bring your animals and improve your skills! This is open for Cloverbuds to Senior Members.

For more information contact, Erin Heideman at [erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu) or  
<https://extension.oregonstate.edu/4h/morrow>



**Oregon State  
University**

Accommodations for disabilities may be made by contacting  
541-676-9642 or [erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu)

Morrow County 4-H Presents.....

# DOG OBEDIENCE DEMONSTRATION

by

**Kaley Way Patterson**

Kaley is a local dog trainer and is sharing her talents for our county youth! Dog 4-H members may bring their animals, all others may come and watch.



**Thursday, June 17th, 2021**

**12:30pm**

*MoCo Fairgrounds after Summer Day Camp*



**Oregon State**

For more information or to make accommodations for disabilities, , contact Erin Heideman at [erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu) or

<https://extension.oregonstate.edu/4h/morrow>



OREGON STATE UNIVERSITY  
MORROW COUNTY 4-H



# THREEMILE CANYON FIELD DAY!

*Bring your entire 4-H club for a day at the farm!  
Tours, Presentations and Hands-On Fun!*

**FRIDAY, MAY 21, 2021  
9:00AM-12:00PM**



There is no cost for this event, but please  
RSVP for lunch plans!

<https://bit.ly/ThreemileFieldDay>



**Oregon State**  
University

Accommodations for disabilities may be made by contacting  
541-676-9642 or [erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu)

Morrow County 4-H



Diary Cattle Showmanship  
ZOOM Clinic with

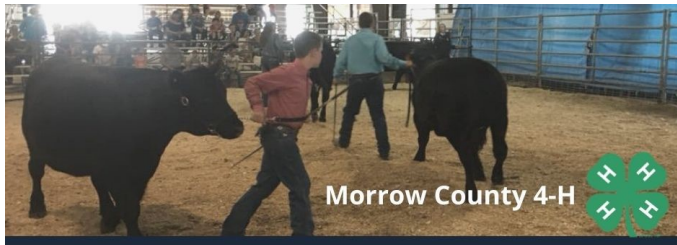
**Gracie Krahn**

Monday, June 7th @  
6:00PM

Ms. Krahn is the 2021 MoCo Fair Judge



Accommodations for disabilities may be made by contacting  
541-676-9642 or erin.heideman@oregonstate.edu



Morrow County 4-H



Beef Showmanship ZOOM Clinic  
with

**Andy Williams**

Tuesday, June 8th @ 6:00PM

Mr. Williams will be the 2021 County Fair Judge



Oregon State  
University

Accommodations for disabilities may be made by contacting  
541-676-9642 or erin.heideman@oregonstate.edu

## JUDGE ZOOMS

The opportunity to chat with the Dairy, Beef and Swine judges in June! Jump on and learn what the judge is looking for at fair and some tips they have to help you be successful. This will include fitting desires! *Note: Working on sheep too. Stay tuned!*



MORROW COUNTY 4-H

Swine Showmanship ZOOM Workshop

with **Danine Trump**

2021 MoCo Swine Judge

Wednesday, June 9 @ 6:00PM



Oregon State  
University

Accommodations for disabilities may be made by contacting  
541-676-9642 or erin.heideman@oregonstate.edu





An online summer camp experience for students ages 13-18 who want to learn how to use technology to make music. Real-time virtual instruction from music production experts and synchronous, collaborative, peer-led activities will be balanced with independent self-paced instruction in songwriting, composition, sound design, post production, and critical listening. Students will work both independently and

collaboratively to create and modify sound, make beats, mix and master music with audio software, The week will culminate in a showcase of student work!

All participants will need computer and internet access for the duration of the camp. In addition, students will need an email account with access to Google Drive (for file upload).

Registration: <https://liberalarts.oregonstate.edu/sac/sac-academy/precollege-summer-programs/music-technology-and-production-camp>

A banner for the JumpstART Remote Precollege Program. The background is a photograph of a young woman with dark hair, wearing a white and grey t-shirt and an orange lanyard, focused on drawing or painting at a table. The text "jumpstART" is in large white letters on the left, and "REMOTE PRECOLLEGE PROGRAM · JULY 11-16, 2021" is in white on a red background on the right. Below the photo, there is text describing the program, tuition information, and scholarship availability. At the bottom, there is the Oregon State University logo and the website URL "LIBERALARTS.OREGONSTATE.EDU/JUMPSTART", along with the text "Offered by the OSU School of Arts and Communication SAC Academy".

**jumpstART** REMOTE PRECOLLEGE PROGRAM · JULY 11-16, 2021

JumpstART is a precollege program for youth ages 14-18 with focused instruction by professional, working artists in painting, animation, photography, drawing and design.

**TUITION: \$300**  
**25 NEED-BASED SCHOLARSHIPS AVAILABLE**

**Oregon State University** **LIBERALARTS.OREGONSTATE.EDU/JUMPSTART**  
Offered by the OSU School of Arts and Communication SAC Academy





# National Volunteer Week!

April 18-24, 2021

We want to recognize those 4-H Volunteers who are selflessly giving of their time and talents for the youth of our county. Thank you!

Erin Anderson

Adam Archer

Rachel Archer

Nina Bair

Julie Baker

Teagan Birt

Jeff Bowles

Tiffanie Bowles

Naomi Brown

Anna Browne

Jean Collins

Andrea DiSalvo

Kocus Duff

Dawn Eynetich

Andrea Fletcher

Donnie Griggs

Torrie Griggs

Corlis Hardy

Diane Hardy

Lacey Hines

Wes Killion

Amy Kollman

Kacey Lathrop

Amy Lesperance

Tia McNamee

Alita Nelson

Heidi Nelson

Kellie Nelson

Sandi O'Brien

Eric Orem

Laura Orr

Theodore Orr

Annie Philpott

Jeanne Reeves

Sandi Richardson

Becky Rietmann

Ed Rietmann

Julie Sak

Brenda Shockman

Lisa Wedam

Kelsie Worden

Debby Yates

Families and members! Want to recognize your 4-H leader, or special volunteer? Fill out this google form by April 12th and MoCo 4-H will create special posts on Facebook and do a spread in the May newsletter. Help us show appreciation for the hours these tremendous individuals put in so that you are successful!

<https://bit.ly/4-HVolunteerRecognition>

Oregon State University Extension Service – Morrow County

# OREGON 4-H OHV CLUB LEADER TRAINING

OHV 4-H club leaders must complete the on-line OPRD eLearning Modules as a prerequisite to hands-on training. Leaders of ATV and SXS clubs must complete hands-on instruction provided by the Oregon ATV Safety Youth Rider Endorsement Program. Leaders of Dirt Bike clubs must complete hands-on instruction provided by the Oregon Motorcycle Riders Association. eLearning modules are available through [rideatvoregon.com](http://rideatvoregon.com).

Registration open to Oregon 4-H Volunteers  
May 3-17, 2021

**\$50 Registration Fee.**

**Register at:**

**SATURDAY, MAY 22<sup>ND</sup>, 2021  
10:00 A.M. TO 3:00 P.M.**

**BLOWN AWAY RANCH  
22946 FAIRVIEW LANE  
IONE, OR 97843  
[WWW.BLOWNAWAYRANCH.COM](http://WWW.BLOWNAWAYRANCH.COM)**



**Oregon  
ATV  
Safety™**



**Youth Rider Endorsement Program**

Accommodations for disabilities may be made by contacting 541-676-9642 or [erin.heideman@oregonstate.edu](mailto:erin.heideman@oregonstate.edu).

