

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 19, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Minutes: April 21st
5. **Legislative Updates**
6. **Business Items**
 - a. Bill Canaday and Dan Chase – Employee Recognition (Tony Clement, General Maintenance Supervisor)
 - b. Update on Mormon Cricket Situation – Experiences in Gilliam County (Jordan Maley, Gilliam County/OSU Extension; Larry Lutchter, Morrow County/OSU Extension)
 - c. Award Bid, Liquid Emulsion (Matt Scrivner, Public Works Director)
 - d. Award Bid, Lexington Airport Seal Coat and Runway End Identifier Lights Project (Matt Scrivner)
 - ~~e. Engineering Consulting Services Agreement with Century West Engineering for Lexington Airport Seal Coat and Runway End Identifier Lights Project (Matt Scrivner)~~
 - f. Budget Resolution No. R-2021-13: Interfund Loan Request, General Fund to 504 FTA Fund (Kate Knop)
 - g. First Reading: ORD-2021-4 Code Enforcement Ordinance (Stephanie Case, Planning Department)
 - h. Sheriff Compensation History (Lindsay Grogan, Human Resources Manager)
 - i. Upcoming Tentative BOC Meetings
 - i. Joint Meeting with Umatilla County Board of Commissioners – June 3rd
 - ii. Meeting at OHV Park – June 16th
 - j. Morrow County Emergency Operations Center Update
 - k. Building Projects Update
 - i. Add Alternates List
7. **Department Reports – None Scheduled**
8. **Correspondence**
9. **Commissioner Reports**
10. **Sign documents**
11. **Adjournment**

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

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

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

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:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Morrow County Board of Commissioners Meeting Minutes
April 21, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, John A. Bowles, Roberta Lutchter, Tamra Mabbott, Richard Tovey; Non-Staff: Connie Green, Chris Brown, John Fields, Anne Morter

Present Via Zoom

Staff: Stephanie Case, Mike Gorman, Lindsay Grogan, Katie Imes, Deanne Irving, Crystal Jaeger, Kate Knop, Ian Murray, Jaylene Papineau, Matt Scrivner, Heidi Turrell; Non-Staff: Sheryll Bates, Torrie Griggs, Debbie Pedro, David Sykes

Call to Order, Pledge of Allegiance & Roll Call: 9:04 a.m.

City & Citizen Comments: No comments

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: March 10th, 17th & 24th*
3. *Nineteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services; and authorize Chair Russell to sign on behalf of the County*
4. *Eastern Oregon Coordinated Care Organization, Community Benefit Initiative Reinvestment Program Agreement, \$54,160, effective March 16, 2021-March 15, 2022; and authorize Chair Russell to sign on behalf of the County*
5. *Resolution No. R-2021-11: Applying for a County Assessment Function Funding Assistance (CAFFA) Grant*

Commissioner Lindsay seconded. Unanimous approval.

9:07 a.m. Public Hearing: Supplemental Budget Resolution No. R-2021-8, Special Transportation Fund, STF Vehicle Reserve Fund and 5310 FTA Grant Fund

Kate Knop, Finance Director

Ms. Knop said the Resolution would reallocate appropriations within the Special Transportation Fund (\$39,630); increase appropriations in the STF Vehicle Reserve Fund (\$15,804); and increase appropriations in the 5310 FTA Grant Fund (\$180,282).

Chair Russell asked if there was any public input on the Resolution – no response.

Commissioner Lindsay moved to approve Supplemental Budget Resolution No. R-2021-8.

Commissioner Doherty seconded. Unanimous approval.

Business Items

Meeting with Blue Mountain Community College Representatives

Connie Green, Interim BMCC President; Chris Brown, Board of Education; John Fields, Vice President of Instruction & Student Services; Anne Morter, Director, Boardman Workforce Training Center

Dr. Green discussed the challenges faced by rural community colleges, in general, and the particular challenges faced by BMCC. Her PowerPoint presentation covered BMCC's strategies going forward in dealing with declining enrollment and budget shortfalls. The BMCC representatives responded to questions and discussed ways in which the Commissioners could engage with BMCC and provide assistance. Dr. Green thanked the Commissioners for their willingness to help and Mr. Brown said he would provide periodic updates to Morrow County.

Award Bid – Asphalt Suppliers

Eric Imes, Assistant Road Master

Mr. Imes explained two asphalt suppliers responded to the Request for Proposals (RFP) and he would like to award a contract to both suppliers. This would allow for a secondary supplier in the event the preferred supplier cannot supply the material. He said American Rock Products was the preferred provider, while Granite Construction was the secondary supplier. Discussion. Chair Russell said if there was a significant difference in the rate for smaller tonnage amounts, he wanted it to come back to the Board, but he would leave it to the discretion of Public Works.

Commissioner Doherty moved to award both American Rock and Granite Construction a contract to supply this year's hot mix asphalt, with American Rock being the preferred supplier. Commissioner Lindsay seconded. Unanimous approval.

Review Updated Hourly Fee Schedule from Anderson Perry & Associates, Inc.

Matt Scrivner, Public Works Director

Mr. Scrivner said Anderson Perry & Associates revises its hourly fee schedule every April, however, the last revision from AP arrived in September 2020 instead of April 2020. This latest revision, received this month, will be effective May 1st, he said. Brief discussion.

Commissioner Doherty moved to accept the new hourly fee schedule from Anderson Perry & Associates, Inc., effective May 1, 2021. Commissioner Lindsay seconded. Unanimous approval.

Second Reading & Adoption, Ordinance No. ORD-2021-2 – New Goal 10 Housing Chapter of the Comprehensive Plan

Tamra Mabbott, Planning Director

Ms. Mabbott provided the Second Reading by title: "An Ordinance Amending the Morrow County Comprehensive Plan to Adopt a New Chapter, Goal 10 Housing."

Commissioner Lindsay moved to adopt Ordinance No. ORD-2021-2: An Ordinance Amending the Morrow County Comprehensive Plan to Adopt a New Chapter, Goal 10 Housing; and amend the Comprehensive Plan to create a new Goal 10 Housing Chapter. Commissioner Doherty seconded. Unanimous approval.

Second Reading & Adoption, Ordinance No. ORD-2021-3 – Adopt New Rural Residential 10-Acre Zone

Tamra Mabbott, Planning Director

Ms. Mabbott provided the Second Reading by title: “An Ordinance Amending the Morrow County Zoning Ordinance to Adopt a New Rural Residential 10-Acre Zone.”

Commissioner Lindsay moved to adopt Ordinance No. ORD-2021-3: An Ordinance Amending the Morrow County Zoning Ordinance to Adopt a New Rural Residential 10-Acre Zone; and amend the Morrow County Zoning Ordinance. Commissioner Doherty seconded. Unanimous approval.

Appoint Commissioner Representative to the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Subcommittee

Tamra Mabbott, Planning Director

A new LUBGWMA subcommittee is forming to oversee research done by an Oregon State University post-doctoral scientist, explained Ms. Mabbott. The research will focus on the nitrate contamination in the aquifer, she added.

Commissioner Doherty moved to appoint Commissioner Lindsay to serve on the LUBGWMA subcommittee as co-chair. Chair Russell seconded. Unanimous approval.

Break: 10:26-10:40 a.m.

Public Transportation Division Agreement #34843

Katie Imes, Coordinator, The Loop

Ms. Imes explained the budget resolution earlier in the meeting will allow for the receipt of these funds (5310 FTA Grant). They are to mitigate COVID-19 related impacts experienced by The Loop (\$66,000 for Operating Assistance and \$76,956 for Miscellaneous Equipment).

Commissioner Doherty moved to approve and sign the Public Transportation Division, Oregon Department of Transportation, Agreement No. 34843, Capital/Operating 5311; effective March 1, 2021 or when fully executed, expiring on or before June 30, 2023; no grant match required. Commissioner Lindsay seconded. Unanimous approval.

2021 Employee Handbook & Policies

Lindsay Grogan, Human Resources Manager

Ms. Grogan reviewed the most recent revisions requested by the Board that were now incorporated in the handbook. Discussion.

Commissioner Doherty moved to approve the 2021 Employee Handbook and Policies, noting it was a living document. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said Ms. Grogan will come back with an acknowledgement for Elected Officials as a separate document for approval. Unanimous approval.

Working Out-of-Class Request, Sheriff's Office

Lindsay Grogan, HR Manager

Ms. Grogan reviewed the request to approve a working out-of-class request for Undersheriff John Bowles while Sheriff Ken Matlack is out on medical leave, as of March 31st.

Commissioner Doherty expressed two areas of concern:

1. The Sheriff is an elected, constitutional position and, as such, can the Undersheriff actually be performing the Sheriff's duties, and
2. Policy states the working out-of-class takes effect after 30 days. Should the request be considered after the 30-day mark?

Commissioner Lindsay moved to classify the Undersheriff as working out-of-class effective May 1, 2021 and for the 5% temporary pay to be added to the Undersheriff's base wage during the time served in the absence of the Department Head, retroactive to April 1, 2021; per advice of Human Resources and County Counsel. Chair Russell seconded. Discussion: Commissioner Doherty said he wanted this to be vetted more thoroughly as he didn't think it qualified as a working out-of-class request. Commissioner Lindsay said there was some time before the final decision since it doesn't go into place until May 1st. Commissioner Doherty restated his concerns. Vote: Aye: Commissioner Lindsay; Nay: Chair Russell and Commissioner Doherty. Motion failed.

Chair Russell said Commissioner Doherty's points made him want to think about this and revisit it when the Sheriff returned to work.

Commissioner Lindsay said she deferred to County Counsel in her vote but she understood Chair Russell's and Commissioner Doherty's votes. She asked if it should be revisited later, to which Commissioner Doherty replied there was nothing that precluded Ms. Grogan from bringing it back.

Resolution No. R-2021-10: PERS Retirement Plan Amendment

Lindsay Grogan, HR Manager

Ms. Grogan said this Resolution will correct an error in Resolution No. R-2020-5, which stated the type of employee contribution made to the Oregon Public Employees Retirement System (OPERS) was an *employer* paid pre-tax contribution when it should have stated it was a *member* paid pre-tax contribution.

Commissioner Doherty moved to approve Resolution No. R-2021-10: In the Matter of a Resolution to Change the Type of Employee Contributions made to the Oregon Public Employees Retirement System from Employer Paid Pre-Tax contributions to Member Paid Pre-Tax contributions. Commissioner Lindsay seconded. Unanimous approval.

Resolution No. R-2021-9: Amendment to the Morrow County Retirement Trust, Defined Benefit Plan Closure

Kate Knop, Finance Director

The Resolution amends the 2015 Restatement of the Retirement Plan. Ms. Knop then reviewed the changes in detail for the Board. It will also "tie up the loose ends after the approval of the Defined Contribution Plan," she said.

Commissioner Doherty moved to approve Resolution No. R-2021-9: In the Matter of Amending the Morrow County Retirement Plan. Commissioner Lindsay seconded. Unanimous approval.

2021 Oregon Health Authority Intergovernmental Agreement #166052 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services

Kate Knop, Finance Director

This is a one-year agreement with the State for the provision of Mental Health Services (effective dates January 1, 2021- December 31, 2021). The County contracts the services and provider requirements with Community Counseling Solutions (CCS). Ms. Knop said the County will also need to sign a new contract with CCS so they can continue to act as the County's service provider. Discussion.

Commissioner Doherty moved to approve OHA IGA #166052 and authorize Chair Russell to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Designate Alternates to Columbia River Enterprise Zone (CREZ) III Board

Chair Russell said he had a conversation yesterday with representatives from a renewable energy company and they will be in contact with Enterprise Zone Manager Greg Sweek about a potential enterprise zone agreement. The County needs to appoint an alternate, or perhaps two, to the CREZ III Board, so meetings can take place, he said. Discussion.

Chair Russell moved to appoint the County Assessor/Tax Collector as the alternate to the CREZ III Board. Commissioner Doherty seconded. Discussion: Chair Russell said he liked Commissioner Lindsay's idea to appoint a second alternate, in the event one was needed. Commissioner Doherty suggested it was a political position and should be an elected official but he was happy to move forward with one alternate and consider others later. Unanimous approval.

Commissioner Lindsay asked if the renewable energy project Chair Russell mentioned will come in as an enterprise zone agreement.

Chair Russell replied, yes, the property for the 170 megawatt project off of Tower Road, between the airport and the freeway, is already in an enterprise zone, so the company representatives said it didn't qualify as a rural renewable energy development (RRED) zone and they weren't interested in the longer solar pilot program at this time.

Commissioner Lindsay asked if it would fit as a strategic investment program (SIP) agreement.

Chair Russell said it was not a large enough project for a SIP agreement. If the company applies, it would be the Port of Morrow and Morrow County making the decision and it would qualify for a three-year agreement. Regarding the option for a five-year agreement, he said he let the company know the first three years would probably qualify but years four and five would be negotiated and they'd have to meet some requirements.

Planning Director Tamra Mabbott asked if it didn't qualify for a SIP agreement because it wasn't a \$50 million project.

Chair Russell said he didn't think the project was large enough to fall within the guidelines of a SIP agreement. He added the company was Avangrid Renewables, which has been active in the area. They've done an RRED zone project in Crook County and are working on another in Gilliam County but they said they didn't think this one qualified since it was already in a designated enterprise zone area. He said it would qualify for the solar pilot program but they didn't want to do it because of the length of time, adding it was not their preferred method.

Emergency Operations Center Update

- Undersheriff Bowles said the current case count was 1,083 with 15 deaths. The County completed two mass vaccine event pilot projects – one with the Oregon Health Authority and one with the Federal Emergency Management Agency. He said they were both successful projects and will help other counties function better for their events. Beginning in May, the Emergency Operations Team will switch from meeting weekly to once a month, or as-needed.
- Commissioner Lindsay reviewed statistics for recent weeks and said the County was trending in the wrong direction. She said we have the power to shut down or not and urged citizens to get vaccinated, wear masks and hold parties outside.
- Darrell Green, Administrator, said the EOC Team would continue to pursue opportunities to vaccinate sizeable groups of people at once, but there has been vaccine hesitancy.

Building Project Updates – Add Alternates List

Darrell Green, Administrator

Mr. Green reviewed the list of items that could be brought back for consideration for the new building in Irrigon. He asked the Commissioners to think about the options and be prepared to make a decision in about a month.

Legislative Updates – None

Department Reports

The following reports were provided:

1. Juvenile Department Quarterly Report presented by Christy Kenny, Director
2. The Loop Quarterly Report presented by Katie Imes, Coordinator
3. Emergency Management Quarterly Report presented by John Bowles, Undersheriff

Commissioner Reports

Reports of activity were provided by the Commissioners.

12:22 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

12:52 p.m. Closed Executive Session: No decisions

Signing of documents

Adjourned: 1:00 p.m.

In Recognition of Dan Chase's Service to Morrow County During the COVID-19 Pandemic

Morrow County would like to commend Dan Chase for his exemplary, stellar and selfless service during the COVID-19 pandemic.

Over the past year, the pandemic brought trying times to the entire world. During these times, Dan served well above the requirements of his normal duties and job requirements.

At the beginning of the pandemic, Dan was asked to aid in protecting some of the older employees when the County decided the Transfer Stations should remain open, free of charge. He was asked to change his normal job schedule and fill-in the weekend job duties of those employees. Dan maintained his professionalism when the work at the Transfer Stations became chaotic because of the large number of residents who responded to this opportunity, and the resulting traffic issues. Dan did all of this selflessly, ultimately enabling the older employees to stay out of harm's way as the pandemic set in and began to take many lives.

Dan was then asked to assist in the development and construction of several styles of COVID-19 screens. This allowed other County employees to continue to safely perform their vital roles of serving the public.

These additional duties were, and continue to be, carried out while still completing the daunting task of the general maintenance of all County facilities.

As the pandemic continued into a new year, Dan continued to offer "over-the-top" service by once again stepping up to support the Public Health Department. His assistance with the set-up and tear-down of multiple vaccine POD events was invaluable. These POD events play a vital role in ensuring our community receives the important vaccines that will help defeat this pandemic.

Mr. Chase's efforts throughout this historic time have been greatly appreciated by the Department, the County, and the citizens of Morrow County.

Anthony Clement
General Maintenance Supervisor
May 19, 2021

In Recognition of Bill Canaday's Service to Morrow County During the COVID-19 Pandemic

Morrow County would like to commend Wayne "Bill" Canaday for his exemplary, stellar and selfless service during the COVID-19 pandemic.

Over the past year, the pandemic brought trying times to the entire world. During these times, Bill served well above the requirements of his normal duties and job requirements.

At the beginning of the pandemic, Bill was asked to aid in protecting some of the older employees when the County decided the Transfer Stations should remain open, free of charge. He was asked to change his normal job schedule and fill-in the weekend job duties of those employees. Bill maintained his professionalism when the work at the Transfer Stations became chaotic because of the large number of residents who responded to this opportunity, and the resulting traffic issues. Bill did all of this selflessly, ultimately enabling the older employees to stay out of harm's way as the pandemic set in and began to take many lives.

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Mr. Canaday's efforts throughout this historic time have been greatly appreciated by the Department, the County, and the citizens of Morrow County.

Anthony Clement
General Maintenance Supervisor
May 19, 2021

Roberta Lutcher

From: Lutcher, Larry <larry.lutcher@oregonstate.edu>
Sent: Friday, May 14, 2021 5:26 AM
To: Roberta Lutcher
Subject: FW: Mormon cricket survey work by Oregon Dept of Agriculture and April Aamodt
Attachments: Gilliam County, Oregon - Mormon Cricket Distribution - ODA & AA Survey - May 2021 mrr.pdf

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

Hi Roberta – More “background” information for the County Commissioners and Administrator.
Please forward.....Larry

From: Maley, Jordan Blaine <jordan.maley@oregonstate.edu>
Sent: Wednesday, May 12, 2021 10:35 AM
To: Maley, Jordan Blaine <jordan.maley@oregonstate.edu>
Cc: Aamodt April <Aprilaamodt@gmail.com>; ODA Todd B Adams <tadams@oda.state.or.us>; Paul E. Blom <pblom@oda.state.or.us>; Angima, Sam <Sam.Angima@oregonstate.edu>; Strong, Nicole A <Nicole.Strong@oregonstate.edu>; Lutcher, Larry <larry.lutcher@oregonstate.edu>
Subject: Mormon cricket survey work by Oregon Dept of Agriculture and April Aamodt

Good morning,

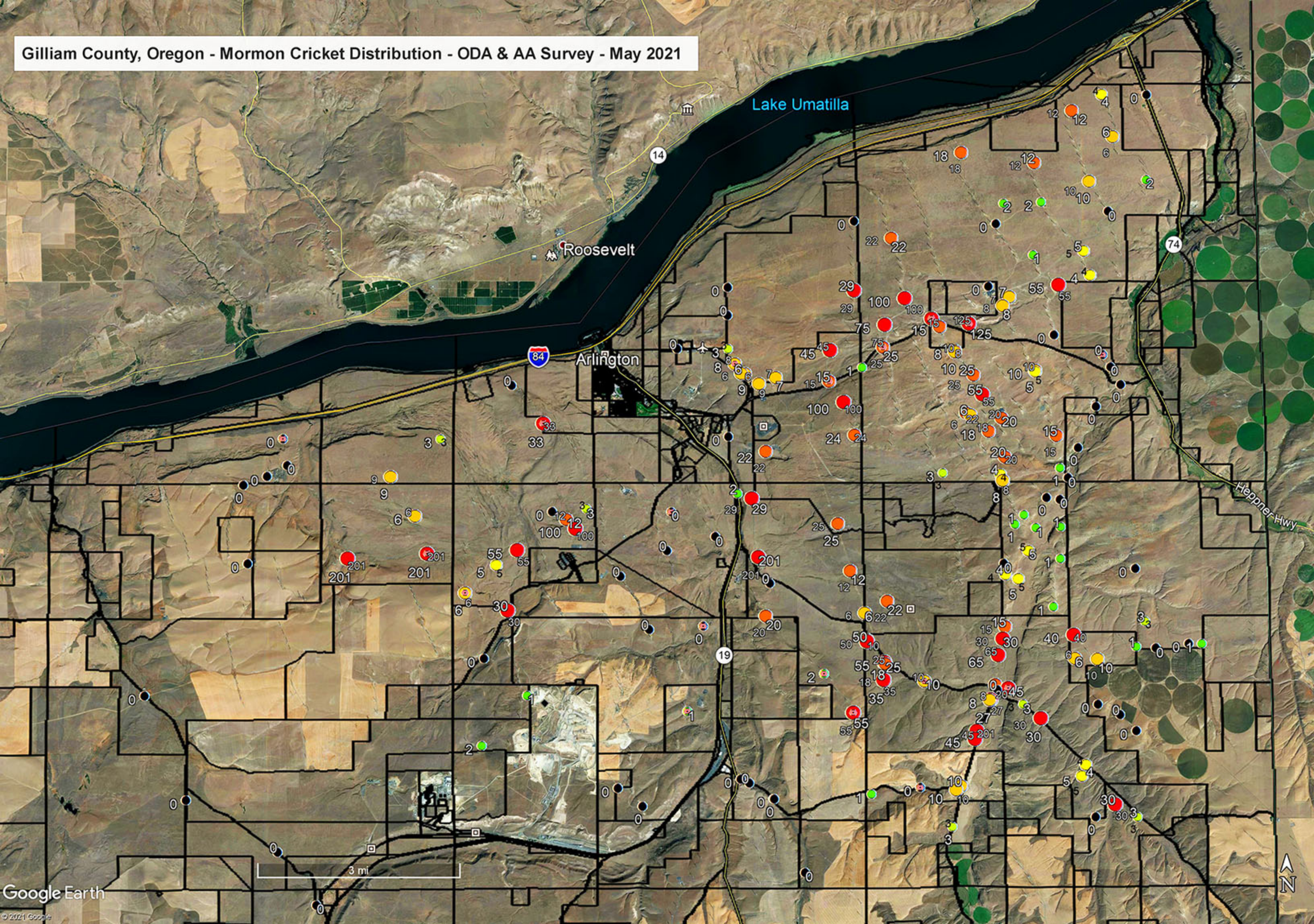
I am attaching a map of the first seasonal survey for Mormon crickets (MC) in north Gilliam County. It was completed by the Oregon Dept. of Agriculture (ODA) with assistance from April Aamodt.

On the map, each colored dot represents a sample point. The size and color of the dots represents a range of numbers (per square yard), with grey showing zero MC found at that location, red indicating greater than 25 MC at that location, and a range of MC numbers by color in between. Each sample point dot has a number next to it representing the actual number of MC (per square yard) found in that location. Different colored dots on top of each other indicates several sample points were close enough to each other that the map overlapped them at the scale it was printed.

Let me know if you have questions about the survey work. Thank you to ODA and April for getting this critical survey completed. It will be used to create management zones for Mormon cricket control as the season progresses.

Jordan

Gilliam County, Oregon - Mormon Cricket Distribution - ODA & AA Survey - May 2021



Mormon Cricket - Large Area Landowners - 12-21-17 meeting notes

Mormon cricket (MC) origins and movement patterns

1. Originating in rangeland areas from Ladd to Blalock Canyons
 - a. ¼ inch in size the first of May near Woelpern
2. Movement was predominantly west to east
 - a. What drives this process... feed, position of sun in sky, geomagnetics?
3. Dick Krebs experience with 1941 – 1942 outbreak measures show a concerted, organized control program was effective in dramatically reducing cricket number and duration of outbreak
 - a. Strychnine is no longer an acceptable or labeled control measure
 - b. Historic issues of Times-Journal indicate other (less intense) MC control efforts occurred in late 1940s and again in the 1950s.
4. Eggs can lay dormant in the soil for up to 7 years
5. Attracted to China lettuce, mustard, feral rye and animal urine

2017 control measures

1. Tempo, Nolo bait and Sevin bait were effective in killing crickets
 - a. Tempo and Nolo bait applied by residents within the city limits of Arlington
 - b. Nolo bait and Sevin bait applied by large area landowners to rangeland area
2. Malathion was ineffective

2018 control framework & timeline

1. Winter 2018
 - a. OSU Extension & Gilliam SWCD identify data sets and perform geospatial analysis of N. Gilliam landscapes, vegetation, soils, and energy accumulation to lay the groundwork for 2018 monitoring and control measures.
 - b. Request assistance from Gilliam County Weed Department for right-of-way control measures
 - i. At least one employee certified as licensed insecticide applicator
2. Initial outbreak through 4th instar
 - a. Early scouting triggered by degree day accumulation data provide by ODA and OSU
 - i. Focus on areas with history of early MC emergence
 - ii. Population location and density recorded with GPS in the field, or Google Earth
 - iii. Weekly scouting
 - b. Data recording, aggregation and publication.
 - i. GPS waypoint files or Google Earth points e-mailed to OSU
 - ii. MC population density point data aggregated and entered into Geographic Information System (GIS) by OSU in collaboration with Gilliam SWCD
 - iii. Gilliam SWCD maps aggregate point data with buffers to create GIS shapefiles showing outbreak area(s)

1. Either uploaded to a web mapping system, or maps e-mailed to landowners.
- iv. GIS shapefiles uploaded into aircraft avionic systems to guide treatment applications
- c. Initial treatment with Dimilin through 4th instar
 - i. 1 oz / acre commercial cost would be \$1.78 for Dimilin insecticide plus \$1.00 for oil adjuvant
 1. Up to 6 applications 2-3 weeks apart
 - a. \$16.68 material cost (per acre) to treat 2000 acres 6 times (or 12,000 acres one time)
 - b. \$33,360 total material cost to treat 2000 acres 6 times (or 12,000 acres one time)
 - ii. Applied to multiple and owner acres by air for efficiency & rapid coverage
 - iii. 25 foot No-spray buffers around any areas with potential beneficial insect populations
 1. Vineyards
 2. Locations with pollinating insects
 - iv. Aerial applicators with capacity to apply Dimilin in early spring
 1. GAR Aviation (John Boyer) in Lexington
 - a. 3 gallon / acre application rate
 - b. 1 aircraft covering 2000 acres in less than a day
 - c. \$36.00 / acre application cost (\$6 / acre x 6 treatments)
 - d. \$72,000 application cost to treat 2000 acres 6 times (or 12,000 acres one time)
 2. Shearer Aviation in Dufur
 - a. 2-3 aircraft
 - b. 3 aircraft
 - v. \$105,360 total cost of applying Dimilin to 2000 acres 6 times
 - d. Continue monitoring & location reporting begun at initial outbreak
 - i. Use GIS data to map migration directions to focus treatment into path of migrating insects
 - e. Shift treatment from Dimilin to Sevin and Nolo baits
 - i. Aerial and ground application
 1. Baits can be spread by air

Cost of applying Dimilin insect growth regulator to 12000 acres of rangeland in north Gilliam County

Material cost

\$33,360

(Dimilin @ 1.78 / ounce per acre + oil adjuvant @ \$1.00 per acre, x 1 application, x 12000 acres)

Aerial application cost

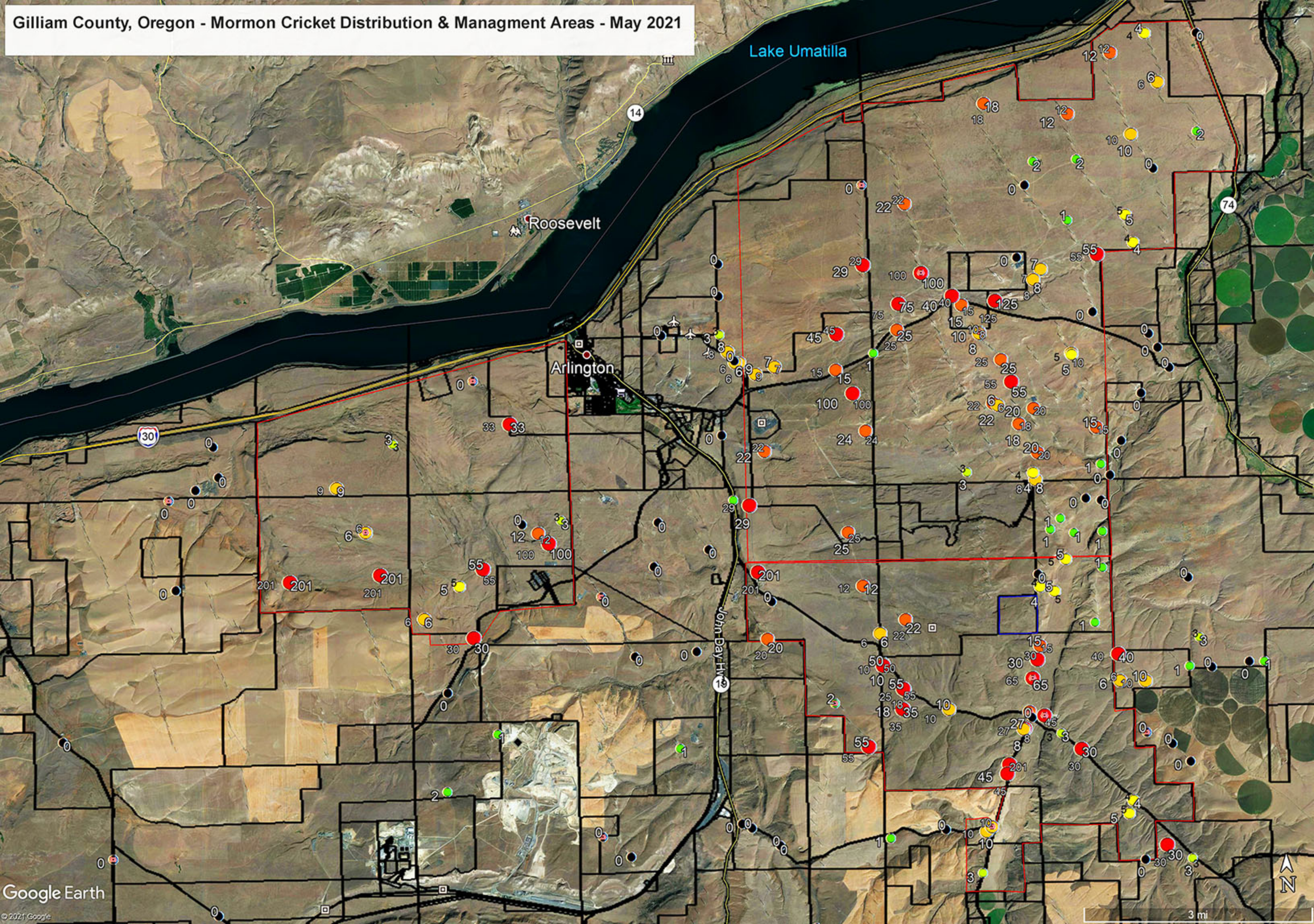
\$72,000

(\$6.00 / acre, x 1 application, x 12000 acres)

Material + Application total cost

\$105,360

Gilliam County, Oregon - Mormon Cricket Distribution & Management Areas - May 2021





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

(For BOC Use)
Item #
60

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

Presenter at BOC: Matt Scrivner (Public Works Director)
Department: Public Works - Roads
Short Title of Agenda Item: (No acronyms please)
Phone Number (Ext): 541-989-9500
Requested Agenda Date: May 19, 2021
Recommend award of supply, delivery and application of liquid asphalt emulsion.

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Blue Line Transportation co. Inc.
Contractor/Entity Address: 2601 N Neward St. Portland, OR 97217
Effective Dates - From: one time purchase Through:
Total Contract Amount: Will depend on tonnage quantity Budget Line: 202.220.5.20.2504
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 5/13/2021 DATE Department Director Required for all BOC meetings
[Signature] 5/17/21 DATE Administrator Required for all BOC meetings
____ County Counsel *Required for all legal documents
____ Finance Office *Required for all contracts; other items as appropriate.
____ Human Resources *If appropriate
DATE *Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Month of April 2021 Road Department Solicited quotes for supply, Delivery and Application of liquid asphalt emulsion for the June through September season of 2021.

Advertised in the Heppner Gazette and the morrow Co Org website.

At the time of bid opening, two bids had been supplied and one refusal/or denial was received. Refusal was Ergon asphalt & Emulsion, Inc.

A supply quote from Blue Line Transportation Co. Inc., Portland, OR

A supply quote from Albina Asphalt, Vancouver, WA

After careful review MC Road Dept will go with the most cost-effective cost for the County, The Blue Line Transportation Co. Inc. is the favorable cost. The bid sheets are included for your review.

2. FISCAL IMPACT:

This purchase would pull from the Asphalt & Freight line for our budget year 202.220.5.20.2504

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

Motion to award and contract with Blue line Transportation Co. Inc. for the supply, delivery and application of liquid asphalt emulsion.

Attach additional background documentation as needed.

QUOTE SCHEDULE

SUPPLY, DELIVERY, AND APPLICATION OF LIQUID ASPHALT EMULSION

QUOTES DUE: Monday May 6th. 2021, 3:00 P.M., P.S.T.

Quote Item	Unit	Unit Rate or Total
CRS-3P Liquid Asphalt	Per Ton	\$ 450 ⁻
CRS-3P Required	Tons	2590
Fog Seal	Per Ton	\$ 260 ⁻
Fog Seal Required	Tons	795
Distributor Truck	Hour	\$ 260 ⁻
Demurrage	Hour	\$ 90 ⁻
Freight Charge	Per Ton	\$ 38 ⁻
Product Return Charge	Per Ton	\$ N/A
Chip Rock Required	Tons	13,800
Duration of project	Days	35
Warranty	months	12

Distributor Truck: Year: 1994 Make: Freightliner
Distributor Bar Brand: Bearcat Tank Capacity: 4500

Company Name: Blue Line Transportation Co Inc

Address: 2601 N Newark St. Portland, OR 97217

Phone: 503-279-2627 Fax: 503-279-2611

E-mail address: ross@bluelinetrans.com

Printed Name: Jason Tindall

Authorized Signature:  Date: 4/19/21

QUOTE SCHEDULE

SUPPLY, DELIVERY, AND APPLICATION OF LIQUID ASPHALT EMULSION

QUOTES DUE: Monday May 6th. 2021, 3:00 P.M., P.S.T.

Quote Item	Unit	Unit Rate or Total
CRS-3P Liquid Asphalt	Per Ton	\$ 525.00
CRS-3P Required	Tons	2,950
Fog Seal	Per Ton	\$450.00
Fog Seal Required	Tons	640
Distributor Truck	Hour	\$275.00
Demurrage	Hour	\$100.00
Freight Charge	Per Ton	\$65.00
Product Return Charge	Per Ton	\$32.50
Chip Rock Required	Tons	18,600
Duration of project	Days	40
Warranty	months	12

Distributor Truck: Year: 2018 _____ Make: Kenworth _____
Distributor Bar Brand: Bearcat _____ Tank Capacity: 5,000 gallons _____

Company Name: Albina Asphalt _____

Address: 801 Main St., Vancouver, Wa 98660 _____

Phone: 360-816-8536 _____ Fax: 360-816-8537 _____

E-mail address: kyle.arntson@albina.com _____

Printed Name: Kyle Arntson _____

Authorized Signature:  _____ Date: 5/6/2021 _____

Sandra Pointer

From: Eric Imes
Sent: Thursday, May 6, 2021 3:14 PM
To: Matt Scrivner; Sandra Pointer
Subject: FW: Emulsion RFQ 2021.docx

Ergon

----- Original message -----

From: Stan Brogdon <Stan.Brogdon@ergon.com>
Date: 5/6/21 14:54 (GMT-08:00)
To: Eric Imes <eimes@co.morrow.or.us>
Subject: RE: Emulsion RFQ 2021.docx

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

Eric,

Thanks for sending us the RFQ. After going through the process last year, reviewing the results and how the bid is awarded, I just don't have a good feeling trying to bid within the format Morrow Co. uses.

If you would like I will gladly come down after the season and we can attempt to work through the challenges we have of bidding this way.

Cheers to a successful chipseal season!

Stan Brogdon
Area Sales Manager
Ergon Asphalt & Emulsions, Inc.

O (509) 545-9864
M (509) 531-1553



From: Eric Imes <eimes@co.morrow.or.us>
Sent: Monday, April 12, 2021 2:08 PM
To: Stan Brogdon <Stan.Brogdon@ergon.com>
Subject: [EXTERNAL]Emulsion RFQ 2021.docx

Stan,

Attached is this year's chip/fog oil RFQ



REQUEST FOR QUOTES

**SUPPLY, DELIVERY, AND
APPLICATION OF LIQUID ASPHALT EMULSION**

JUNE THROUGH SEPTEMBER 2021

QUOTES DUE:

MAY 6TH. 2021 – 3:00pm

Morrow County Public Works

P. O. Box 428

365 West Highway 74

Lexington, Oregon 97839

ATTN: Eric Imes - eimes@co.morrow.or.us

THIS IS A REQUEST FOR QUOTES TO SUPPLY, DELIVER, AND APPLY LIQUID ASPHALT EMULSION. This **REQUEST FOR QUOTES** is solicited in accordance with LCPR 137-047-0830, Class Special Procurements.

INSTRUCTIONS TO PROPOSERS:

IP-1 Time and Place for Receiving Quotes

Quotes for the herein described work will be received by Morrow County Public Works on or before Thursday May 6th, 2021, 3:00 p.m., P.S.T.

IP-2 Scope of Work

A. Supplier shall furnish to Morrow County Public Works liquid asphalt emulsion as indicated below:

- CRS-3P Quantity to be advised by oil supplier (see quote sheet)
- Fog Seal Quantity to be advised by oil supplier (see quote sheet)

The product shall be delivered to various job sites at dates and times directed by the County. Supplier shall be capable of delivering up to 120 tons per day in a maximum of four transport tankers on any day included in the contract period.

B. Supplier shall provide on a contract rental basis one asphalt distributors daily (unless otherwise directed) with qualified operators for applying the liquid asphalt emulsion to the road surface. Asphalt distributors shall have a carrying capacity of 4,200 gallons of product, and be capable of applying product at a constant rate across a span of no less than 16 feet.

C. County will prepare road surfaces to receive the surface treatments at the specified job sites. County will provide traffic control measures. County will provide equipment and qualified operators for chip spreading, rolling, and sweeping. County will provide aggregate for surface treatment.

D. This season's project includes approximately 90 miles of chip seal.

E. The intended period of operations is proposed as Tuesday June 1st, 2021 through approximately Thursday September 9th, 2021, excluding the month of July. All dates subject to change. The typical work week will be Monday through Thursday, ten (10) - hour work days, as scheduled by Morrow County.

F. NOTE: The accepted bid and contract award may be extended by mutual agreement of both the County and the Supplier on a year to year basis, including increases or decreases of cost and compensation based upon mutual agreement of the County and Supplier.

IP-3 Submission of Quotes / Minimum Requirements

- A. The submission of a quote signifies that the Supplier has the necessary personnel and equipment and will be able to perform the specified work as outlined without interruption.
- B. All quotes shall be submitted in sealed cover to Morrow County Public Works before the above stated time.
- C. A quote will not be accepted after the time as stated in IP-1, above, whether or not quotes are opened exactly at the stated time.
- D. Suppliers shall submit the cost portion of the request for quotes on the attached Quote Schedule which shall be signed in the place provided.
- E. A quote may not modify any of the provisions stated herein.
- F. Quotes may be submitted by mail, or in person.

IP-4 Withdrawal of Quotes

- A. A quote may be withdrawn at any time prior to the due date/time, by written request to Morrow County Public Works, which may be mailed, or presented in person. The request to withdraw shall be signed by the supplier, or the supplier's authorized representative.
- B. The withdrawal of a quote does not prejudice the right of the supplier to submit a new quote.
- C. No quote can be withdrawn after the request for quotes due time. The quote constitutes an offer to enter into a contract if accepted by Morrow County.

IP-5 Review of Quotes

Quotes will be reviewed at Morrow County Public Works on or about the time and place specified in IP-1, above.

IP-6 Right to Reject Offers

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

IP-7 Contract Award

- A. Quotes will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the quote deemed most advantageous to Morrow County. Quotes will be evaluated with consideration of the quote listed.
- B. A decision to award the contract will be made in its entirety to a single supplier within ten business days of the opening of submitted quotes. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.

- D. A "Purchase of Supplies Contract" (Appendix A) will be executed by Morrow County Public Works and the vendor with the quote that is most advantageous to Morrow County.

IP-8 Contract Documents

- A. The contract documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.
- B. Any person contemplating the submission of a quote and being in doubt as to the meaning or intent of said contract document should request, by e-mail, interpretation by the Assistant Road Master at eimes@co.morrow.or.us
 - 1. Any interpretation or change will be e-mailed to each person receiving a set of contract documents.
 - 2. Morrow County will not be responsible for any other explanations or interpretations of said contract documents.
- C. Any person submitting a quote shall not, at any time after submission, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the materials to be supplied and the work to be performed.

IP-9 Contractor's Bonds

- A quote bond is not required for submission of a quote.
- A performance bond is not required for this contract for the supply of materials.
- A payment bond is not required for this contract for the supply of materials.

IP-10 Prequalification

- Prequalification is not required.

IP-11 Appeal Process

- A. Appeal of any decision(s) by Morrow County that are adverse to the Supplier must be delivered in writing, within five (5) working days, to the Morrow County Contract Review Board, which is composed of the Morrow County Board of Commissioners.
- B. Written appeals must include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law or authorities, and the relief requested.

GENERAL PROVISIONS:

GP-1 Definitions and Terms

Whenever the following terms are used in the contract documents, they shall be understood to have the meanings given herein.

- A. **County** – Morrow County, Oregon, the party awarding the contract.
- B. **County Public Works Director** - The County Public Works Director of Morrow County, acting either directly or through an authorized representative.
- C. **County Assistant Road Master** – The County Assistant Road Master of Morrow County, acting either directly or through an authorized representative.
- D. **Supplier** - The party awarded the contract.
- E. **Standard Specifications** - The *Oregon Standard Specifications for Construction* are hereby referenced and contained within the contract, except as follows:
 - 1. Standard Specifications may be modified, supplemented or superseded by the General and Special Provisions herein contained.
 - 2. Wherever the words “State Highway Commission”, “Department”, “State of Oregon”, “Highway Commission”, or “State”, appear in Standard Specifications, they shall mean Morrow County, Oregon

GP-2 Insurance

- A. The Supplier shall carry all necessary insurance for the labor employed and assume all responsibility for any accidents, which may occur to any of Supplier’s workers or the public in the performance of the project. The Worker’s Compensation coverage provided shall be in full compliance with ORS Chapter 656.
- B. General Liability Insurance in the amount of \$1,500,000 is required. Morrow County shall be listed as a “certificate holder.”
- C. Automobile liability insurance in the amount of \$1,000,000 must be maintained for the duration of the contract.

GP-3 Laws to be Observed

- A. The Supplier shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the work.
- B. The Supplier shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the violation by Supplier's officers, employees and agents, or Supplier's sub-contractors, their officers, employees or agents, of laws described in GP-3 A. above.
- C. The Supplier shall be responsible for acts of Supplier's employees and sub-contractors and shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the Supplier's negligence.

GP-4 Labor Provisions

A contract issued pursuant to this Request For Quotation will not be a "Public Improvement Contract" as defined in ORS 279C.305 (5). However, this contract will meet the definition of a "Public Works Contract" as defined in OAR 839-025-0004 (20) (a) and (22). Supplier shall therefore comply with the applicable requirements defined in OAR 839-025 including but not limited to:

- A. Supplier must submit a certified payroll statement to the County by the fifth business day of each month following the month in which workers were employed upon this public works project.
- B. Supplier must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- C. Supplier must require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- D. If the Supplier fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the supplier or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public agency may pay such claim and charge the amount of the payment against funds due or to become due the supplier by reason of the contract (Reference: ORS 279C.515).
- E. Supplier must give notice to employees who work on a public works contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work (Reference: ORS 279C.520(2))

- F. Supplier must promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such supplier, of all sums which the supplier agrees to pay for such services and all moneys and sums which the supplier collected or deducted from the wages of the supplier's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service (Reference: ORS 279C.530)

Pursuant to Oregon Revised Statute, ORS279B.235:

- G. Supplier shall comply with the provisions of ORS 279C.800 through ORS 279C.870 regarding prevailing rate of wage on public contracts
- H. Supplier shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- I. Pursuant to ORS 279B.235, Supplier may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise. Supplier shall pay his or her employees at least time and a half for all overtime in excess of eight hours in any one day, or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or for all overtime in excess of ten hours in any one day, or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; or if the employee performs work on Saturday or on any legal holiday specified in ORS 279C.540. Unless otherwise exempt from the overtime provisions of the FLSA under Section 13(b)(1).
- J. Supplier shall comply with ORS 652.220 and shall not discriminate with regard to any protected class in the payment of wages for work of comparable character, the performance of which requires comparable skills. Protected classes include race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, and/or genetic information. Compliance is a material element of this contract and failure to comply is a breach that entitles County to terminate the contract for cause.
- K. Pursuant to ORS 279B.235, Supplier may not prohibit any of the supplier's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

- L. Pursuant to ORS 279B.230(1), Supplier shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the supplier, of all sums that the Supplier agrees to pay for the services and all moneys and sums that the Supplier collected or deducted from the wages of employee under any law, contract or agreement for the purpose of providing or paying for the services.
- M. Pursuant to ORS 279B.230(2) all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126..

GP-5 Contract Performance

- A. Supplier shall meet with County staff and review the proposed work and schedule at least one week prior to the start date.
- B. Morrow County reserves the right to void the contract at any time due to unforeseen occurrences (weather, mechanical breakdowns, union strike, lack of funds, inferior workmanship, etc.)
- C. County expectation is that a chip seal be applied to road surfaces achieving a life span of seven (7) to ten (10) years depending on ADT counts. Fill out the quote schedule with this goal in mind. The oil supplier shall have complete control of oil and aggregate application rates during the project depending on warranty if offered by the supplier.

GP-6 Payment

- A. Liquid asphalt will be paid at the quoted unit price for product used and applied to the road surface only. Partial loads returned shall be measured and credited back to the County. Individual daily tickets shall be provided to Morrow County in accordance with SP-1.
- B. Distributor trucks will be paid at the quoted unit price for hourly rates. Contract hourly rates will start at the time the distributor trucks have been directed to be on site and are ready to start applying the liquid asphalt. Contract hourly rates will end when the distributor trucks have completed the final application for the work day.
- C. Demurrage will be paid, if applicable, in accordance with SP-4 below.
- D. Any aspect of work not described by the specified pay items will be considered incidental to the specified pay items.
- E. Payment will be made by Morrow County upon approval by Morrow County Public Works of the received invoice(s) from Supplier. Morrow County Public Works will notify Supplier of any protest of charges included in invoice(s) which may not conform to these specifications.

SPECIAL PROVISIONS:

SP-1 Distributor and Transport Trucks

- A. Supplier shall furnish distributor trucks. Distributor trucks shall be tandem axle with a minimum tank capacity of four thousand two hundred (4,200) gallons; equipped with Computer Rate Control distributor bars; and equipped with a volume measuring device, and thermometer for measuring the emulsion temperature in the tank. Distributor trucks shall be in good mechanical condition, capable of working ten (10) hour shifts without mechanical breakdowns.
- B. Supplier shall furnish distributor truck combinations capable of delivering no less than thirty (30) tons of liquid asphalt. Or supplier shall not charge a minimum freight fee if the distributor truck does not operate as a combination.
- C. The distributor bars shall be capable of distributing asphalt at a minimum width of sixteen (16) feet consistently and accurately when the bar nozzles are at a distance of twelve (12) inches from the driving surface, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight (8) foot main bar and one (1) foot increments on each bar wing, or otherwise as approved by the County.
- D. The bars shall be capable of spreading liquid asphalt at any rate from 0.08 to 0.60 gallons per square yard at varying widths to sixteen (16) feet or more, all cab controlled.
- E. Supplier shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.
- F. Distributor trucks shall have on hand tools and parts (including replacement spray nozzles) to ensure continuous operations in the event of minor mechanical problems.
- G. The distributors shall typically transfer product from the transport trucks at a rate of 280 gallons per minute. The distributor driver shall ensure that no foaming of the liquid asphalt emulsion occurs, and shall adjust transfer procedures as needed to maintain the quality of the product.
- H. Supplier shall supply one distributor truck daily, unless otherwise directed prior to start of operations.
- I. Supplier shall supply a copy of the bills of lading for the emulsified liquid asphalt delivered each day.
- J. Supplier shall provide transport trucks in such numbers as are needed to provide for the continuous, uninterrupted operation of County's construction activities. Supplier shall manage transport trucks such that overlap wait times of off-loading trucks will be minimized or avoided.
- K. Supplier shall provide transport trucks capable of delivering no less than thirty (30) tons of liquid asphalt.
- L. The transport delivery driver shall give the bill of lading and other applicable documents to the distributor driver to be given to Morrow County Public Works representative no later than the end of each day. The transport delivery driver shall write on the bill of lading to record the time of arrival and completion of off-loading at the designated location.

SP-2 Asphalt

- A. Supplier shall deliver liquid asphalt emulsion on Morrow County Public Works orders, as follows:

Liquid asphalt emulsion shall be delivered to specified job sites in Morrow County by supplier. Distributor shall expeditiously fill from supplier's carriers and be in position and ready to start applying asphalt at the specified times each day.

Liquid asphalt emulsion shall be delivered at a minimum temperature of 170°F as measured in the cargo tank.

Morrow County reserves the right to stop production and reject liquid asphalt if applied characteristics do not meet the satisfaction of Morrow County.

- B. Asphalt material shall conform as indicated below.

1. CRS-3P

General Requirements: This specification has been designed to yield a set of distinguishing characteristics of a polymer modified emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T59 as modified.

TESTS ON EMULSION	Min.	Max
Saybolt Viscosity @ 122°F SFS.....	400	
Storage Stability 1% 1 day.....		1
Demulsibility %.....	40	
Particle charge test.....	Positive	
Sieve test %.....		0.1
TESTS ON RESIDUE FROM DISTILLATION	Min.	Max
Oil distillate % by volume of emulsion.....		3
Residue % by weight (Note 1).....	66	
Penetration @ 77°F.....	90	
Solubility in Trichloroethylene % (Note 2).....	97.5	
Elastic Recovery % (Note 3).....	70	

- i. AASHTO T59 with modifications to include 300 grams emulsion and a 177 ± 5°C (350 ± 10°F) maximum temperature to be held for 15 minutes.
- ii. AASHTO T44 Solubility of Bituminous Materials (in trichloroethylene).
- iii. ODOT TM 429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
- iv. AASHTO M208 section 3. (c) for viscosity states: "this test requirement on representative samples may be waived if successful application of the material has been achieved in the field."

4. Fog Seal Material

The Supplier shall deliver fog seal material that meet the conditions below. For every part emulsified asphalt add no more than one (1) part water. Add water at point of supply and mix with emulsified asphalt to obtain a homogenous emulsion. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water).

The emulsified liquid asphalt shall meet the following conditions:

Test	Test Result	Method
Viscosity	20 - 100	ASTM D7496
Sieve test, %	0.1	ASTM D6933
Particle Charge	positive	ASTM D7402
Residue by distillation	60 min.	ASTM D6997
Penetration, 77°F, 100 g, 5 sec.	20-60	ASTM D5

- C. Morrow County reserves the right to have quality control testing performed by a qualified third party test lab in the case of a performance issue. Samples may be taken from each load of asphalt and tested for compliance with specification requirements.

Material not in compliance with the Standard Specifications and/or these contract specifications may be rejected by County.

If testing reveals an out of compliance product after all or part of the product has been applied, the product represented by the tested sample may be rejected wholly or in part at the sole discretion of the County. Payment will not be made for rejected materials.

Qualified third party test results shall supersede test results provided by the supplier in the case of a performance issue.

- D. Supplier may be asked to provide to Morrow County a copy of supplier's quality control test results for each batch of material manufactured.

SP-3 Traffic Control

- A. County will be responsible for directing and protecting traffic while asphalt application work is in progress.
- B. County will be responsible to provide signs and flaggers as necessary for the safety and protection of the public, and workers engaged in County's construction activities.

SP-4 Stand-By-Time

- A. Supplier shall furnish Morrow County a contract hourly price for stand-by-time ("demurrage") of the liquid asphalt transport trucks. This hourly price will cover stand-by time for transport trucks due to breakdown of County equipment, intermittent stoppage due to foreseeable weather, or similar circumstances.

Supplier shall provide for a two hour period of time for the product to be off loaded from the transport trucks without incurring demurrage. Demurrage charges may apply for stand by time of a transport truck beginning at two hours after the arrival of the transport truck to the off load location, or the specified time, whichever is later. Demurrage will be assessed in half hour increments, rounded to the nearest quarter hour. Demurrage will not apply when transport trucks arrive early; arrive late; or overlap their staging due to numbers and/or scheduling that is not consistent with the specified progress of County's construction activities.

Delays in production due to tardiness of transport trucks and/or distributor trucks; and/or slow performance of distributor operators during refill or the application stage shall negate any concurrent or subsequently effected demurrage.

- B. Morrow County reserves the right to cancel this contract due to delays and loss of production due to mechanical failure, inadequate supply of asphalt, or other causes related to the Supplier's responsibilities.
- C. Force majeure will apply for either party where Acts of God or *casus fortuitous* beyond the control of County or Supplier's forces create the delays.

APPENDIX A

(Purchase of Supplies Contract)

PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **(CONTRACTOR)**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. **Effective Date and Duration.** This contract shall become effective on June 1st, 2021 through September 30th, 2021, excluding the month of July. Unless earlier terminated or extended, this Contract shall expire on September 30th, 2021. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. **Contractor agrees and covenants with County** that it will supply and deliver liquid asphalt emulsion, and furnish asphalt distributor trucks with qualified operators as requested by County as set forth in Contractor's Quote, which is attached hereto (Attachment 1), and by this reference incorporated herein. Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Request For Quotes, the "Specifications," which are incorporated herein, and in accordance with the Quote which is attached hereto (Attachment 2). All of the said Quote and this Contract constitute the Contract documents.
3. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
4. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Assistant Road Master.
5. **Termination of Contract**
 - a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
 - b. **County's rights to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days notice to Contractor.
 - c. **County's Right to Terminate for Cause.** County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws,

regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

6. Extension of Contract

- a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
- b. Payments shall be as set forth in the Specifications, Section GP-6.

7. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.

8. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.

9. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.

10. Additional Documents: The terms, conditions, definitions, and requirements of the 2021 Request for Quotes- Supply, Delivery, and Application of Liquid Asphalt Emulsion (Attachment 1), are incorporated into this contract.

11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable under provision GP-2 of the specifications.

12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.

13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Jim Doherty, Commissioner

(Name)

Melissa Lindsay, Commissioner

Date

Date



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 - Public Works Director Phone Number (Ext): 541-989-9500
Department: Public Works - Airport Requested Agenda Date: 05.19.2021
Short Title of Agenda Item: Lexington Airport Seal Coat and Runway end identifier lights award
(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: 5-10 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: C.R. Contracting, LLC
Contractor/Entity Address: 62980 Boyd Acres Rd, Bend, OR 97701
Effective Dates - From: Date Signed Through: Till complete
Total Contract Amount: \$ 575,337.10 Budget Line: 205.250.5.40.4311
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 5/17/2021 Department Head Required for all BOC meetings
[Signature] 5/17/2021 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)

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

The Airport Seal Coat and Runway End Identifier Light (REIL) project was originally planned to be completed under one FAA grant in 2020. The original concept was for the County to perform Force Account work. However, the FAA indicated that Sponsor Force Account work was no longer an option, despite Morrow County successfully completing Force Account work on past FAA projects.

Staff turnover at the FAA delayed the project start, resulting in the FAA directing the project to be split into two grants: one for design that was awarded in 2020 and complete in early 2021 and one for construction and engineering inspection services (this grant) for work that will be performed in Summer/Fall 2021.

FAA directed the construction bid to be split into two schedules of work (Schedule A and Schedule B) due to uncertainty of available funding. FAA was able to secure funding to complete both Schedule A and Schedule B of the work. A subsequent grant was issued by the FAA in the amount of \$699,767 for construction and construction management services. Staff recommends that the Commission approve the award of the contract to CR Contracting, LLC in the amount of \$575,337.10 for construction of Schedule A and Schedule B.

Total grant amount is made up of the following:

- \$109,703.80 – Century West Engineering
 - \$575,337.10 – Contractor bid
 - \$9,728.00 – Flight check for REILs (estimate)
 - \$4,998.10 – Admin fees for IFE, shipping/printing, etc. (estimate)
- \$699,767 – Total

2. FISCAL IMPACT:

This is a captiol project using 205.250.5.40.4311 - This is Grant funding from the FAA and the remainder is from a budget ask from the Budget committee which has been funded.

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

Motion to award the lowest bid of the project to C.R. Contracting, LLC in the amount of \$ 575,337.10 and give Matt Scrivner authority to sign contracts here after for the project.

Attach additional background documentation as needed.



UNOFFICIAL BID PRICES

LEXINGTON AIRPORT

SEAL COAT & REIL INSTALLATION

AIP NO. 3-41-0034-009-2020

Bid Opening: 11:00 am, Thursday March 25th, 2021

Location: Morrow County Public Works Department, 365 West Highway 74, Lexington, OR 97839

CONTRACTOR NAME

BID TOTAL

C.R. CONTRACTING

Schedule A: \$278,695.50

Schedule B: \$296,641.60

ROAD PRODUCTS, INC.

Schedule A: \$289,982.75

Schedule B: \$308,089.25

Schedule A: _____

Schedule B: _____

Schedule A: _____

Schedule B: _____

Schedule A: _____

Schedule B: _____

Schedule A: _____

Schedule B: _____

BIDDER'S CHECKLIST
MORROW COUNTY – LEXINGTON AIRPORT
SEAL COAT & REIL INSTALLATION
A.I.P. PROJECT No. 3-41-0034-009-2020

To all Plan Holders and/or Prospective Bidders:

Use the following checklist to ensure that your bid package is complete upon submittal to the Owner on the date listed in the Invitation to Bid. This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidder's submittals shall include, but are not limited to, the following:

- | | Checked |
|--|----------|
| 1. Contractor's Qualification Statement, in accordance with Section 20-02, including "Evidence of Competency" and "Evidence of Financial Responsibility". | <u>✓</u> |
| 2. Proposal (Bid) Fully Executed. Complete the Proposal in clearly written ink or typed characters. Changes may be made provided all changes are initialed. | <u>✓</u> |
| 3. Acknowledgement of Addenda (on Proposal). Acknowledge receipt of all Addenda. Bidders are strongly encouraged to contact the City to verify that all addenda are in hand prior to submittal of the bid package. | <u>✓</u> |
| 4. Certification of Non-segregated Facilities. | <u>✓</u> |
| 5. Bidder's Statement on previous contracts subject to EEO Clause. | <u>✓</u> |
| 6. Letter of Intent (if DBE subcontractors are to be used). | <u>✓</u> |
| 7. Restrictions of Federal Public Works Projects. | <u>✓</u> |
| 8. Tax Delinquency and Felony Convictions | <u>✓</u> |
| 9. Bidders Certification. | <u>✓</u> |
| 10. Buy American Certification. | <u>✓</u> |
| 11. Bidder's Bond or other Security. Include an executed Bid Bond or other acceptable Bid Security in the amount of ten percent (10%) of the total bid amount. | <u>✓</u> |
| 12. Power-of-Attorney for Surety's Agent to execute Bidder's Bond. | <u>✓</u> |

- 13. Complete and submit the First-tier Subcontractors Disclosure Form prior to the time listed in the advertisement for bids. Failure to submit the disclosure form will result in the bid being declared "non-responsive". ✓

- 14. Bidder's List. The bidder shall submit the name, address, DBE status, age, and gross receipts of all firms bidding or quoting subcontracts on DOT-assisted projects. The attached form in the Appendix shall be used to report this information. The bidders list shall be submitted with the bidder's sealed proposal. ✓

- 15. Submit the bid package, prior to the Bid Closing time, at the place indicated in the Invitation to Bid. The bid package shall be enclosed in an opaque, sealed envelope, marked with the project title, date of the opening, and the name and address of the Bidder. ✓

PROPOSAL
MORROW COUNTY – LEXINGTON AIRPORT
SEAL COAT & REIL INSTALLATION
A.I.P. PROJECT No. 3-41-0034-009-2020

TO: **Mr. Matt Scrivner, Public Works Director**
Morrow County
365 West Highway 74 / PO Box 428
Lexington, Oregon 97839

This Proposal is submitted as an offer by the undersigned, having examined the Contract Documents and considered all conditions to be encountered, to enter into an Agreement with Morrow County ("Owner") to furnish all labor, materials, and equipment, and to perform all work necessary to complete this project, in accordance with the Contract Documents, in consideration of the amounts stated in this Proposal.

BIDDERS DECLARATION:

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Bidder further declares that the provisions required pertaining to Federal and State prevailing wage rates shall be included in his contract and will be complied with.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner and other sources in arriving at his conclusions.

NOTICE TO PROCEED:

Due to the timing and availability of project funding, weather, field conditions or operational circumstances, Notice to Proceed (NTP) for various segments of the contract work may be issued beginning in June 2021 or in August 2021, and will be issued by the Owner at the Owner's convenience. Dates listed below for the various segments of work are approximate only, and the Owner reserves the right to issue NTP at any time that project funding, weather, field conditions, or operational circumstances allow.

No adjustments will be made to the pricing established in this proposal regardless of when Notice to Proceed is issued. No work shall begin prior to issuance of Notice to Proceed by the Owner.

Notice to Proceed for work segments shall be as follows:

1. NTP for commencement of material, product and equipment submittals process; Production and/or procurement of materials and long lead-time items for construction. NTP is anticipated on or about June 15, 2021, at the convenience of the Owner.
2. NTP for construction items related to Work Area 1 to be complete during a continuous 7 calendar day period during which the Airport is to be closed. NTP is anticipated on or about August 16, 2021 at the convenience of the Owner.
3. NTP for construction of items related to Work Area 2 to be complete during a continuous 10 calendar day period during which the runway is open. NTP is anticipated on or about August 23, 2021, at the convenience of the Owner.
4. NTP for the final application of painted pavement markings, after expiration of the seal coat curing period. The time allowed for this work is 2 consecutive calendar days. NTP will be issued at the convenience of the Owner.

CONSTRUCTION TIME LIMITS:

For each Notice to Proceed, The Bidder agrees to begin work within 5 calendar days after the date of the Owner's written Notice to Proceed and to substantially complete the work within the time allowed.

For commencement of material, product and equipment submittals process, production and/or procurement of materials and long lead-time items for construction: The work shall be complete prior to the NTP date for construction of items related to the lighting system improvements. This work includes all materials and products for the seal coat work and the lighting improvement work. If work is not complete within the period allowed, liquidated damages as set forth in this proposal will be assessed.

For construction items related to Work Area 1, all work shall be complete in 7 continuous calendar days. If work is not complete within the 7 calendar day period allowed, liquidated damages as set forth in this proposal will be assessed.

At the conclusion of Work Area 1, the REIL systems, new guidance signs, appurtenances, and incidentals shall be fully operational.

Work exempt from the 7 calendar day requirement in Work Area 1 includes the FAA flight check of the REIL systems and the second application of pavement markings.

For construction items related to Work Area 2, all work shall be complete in 10 continuous calendar days. If work is not complete within the 10 calendar day period allowed, liquidated damages as set forth in this proposal will be assessed.

Work exempt from the 10 calendar day requirement in Work Area 2 includes the second application of pavement markings.

The time allowed for the final application of painted pavement markings is 2 consecutive calendar days. The airport shall be open to air traffic at the conclusion of the time allowed. If work is not complete within the 2 calendar day period, liquidated damages as set forth in this proposal will be assessed.

In the event that certain items not required for substantial completion, as defined in the Supplementary Conditions herein, but required for final completion of the work as put forth in this Contract Document fail to arrive at the work site in time to be properly installed during normal working hours within the time allowed for substantial completion of the work, then an allowance of not more than thirty (30) calendar days following the receipt of the last item required will be given to the Contractor to effect the final completion of said work.

LIQUIDATED DAMAGES:

The Owner shall be entitled to liquidated damages for failure of the Bidder to complete the work within the specified contract time.

- A. The Bidder further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Owner for unscheduled employment of the Engineer during the contract time overrun.
- B. As compensation for non-use, the Contractor shall be assessed a liquidated damage of \$1,500.00 per calendar day for each day that the work remains uncompleted beyond the contract period. As compensation for expense incurred for unscheduled employment of the Engineer, the Contractor shall be assessed an additional liquidated damage equal to the expense incurred for each day that the work remains uncompleted beyond the contract period. The liquidated damage amounts shall also apply to phase or work areas that have limited or specific time constraints.
- C. The Bidder further agrees to pay liquidated damages according to the following hourly rates for the unscheduled employment of the Engineer necessitated by the Contractor:
 - 1. Working more than nine (9) hours per day, more than five (5) days per week and Saturdays (time and one-half), and holidays, and Sundays (double time).
 - 2. Furnishing materials or equipment not in conformance with Contract Documents necessitating redesign by the Engineer.
 - 3. Working beyond the time of completion established in the Notice to Proceed with Construction.

	<u>Straight Time</u>	<u>Time and One-Half Mon.-Sat.</u>	<u>Double Time Sundays and Holidays</u>
Engineer	\$175.00/Hr.	\$175.00/Hr.	\$175.00/Hr.

Resident Project Rep.	\$120.00/Hr.	\$180.00/Hr.	\$240.00/Hr.
Out of Pocket Cost mat'l, equipment, supplies, transportation, subsistence	At Cost+10%	At Cost+10%	At Cost+10%

D. The Engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost savings to the Owner. If, as a result of working more than nine hours per day, five days per week, the Contractor completes the project within the scheduled time, and if the overtime results in a reduced contract time and cost savings to the Owner, no liquidated damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time. Liquidated damages will be assessed as stipulated for each day the work remains uncompleted beyond the scheduled contract time.

SUBCONTRACTORS:

The Bidder will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform in the spaces provided below

The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

	Subcontractor	Work to be performed
1.	Colvico	Electrical
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

UNIT PRICES:

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum price or unit price amounts. The Bidder agrees that the lump sum prices or unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

All blanks on the Proposal must be completed by clearly printing in ink or by typewriter. Changes may be made provided that the Bidder initials all changes.

All items in the proposal form shall be completed in full showing a unit or lump sum price or prices for each and every item. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.

The extensions in the column headed "EXTENDED TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

BASIS OF AWARD:

Bidders must bid all portions of the work. The bidder understands that the award shall be made to the lowest responsible and responsive bidder for the total of the Base Bid (Schedule A). The Owner reserves the right to withdraw any item(s) or Alternates from award consideration. Contract is subject to receipt of FAA grant funding.

DBE GOAL:

Contract Goals: No DBE contract goal requirement has been established for this project.

Bidders List: The Bidder shall submit the name, address, DBE status, age, and gross receipts of all firms bidding or quoting subcontracts on DOT-assisted projects. The attached form in the Proposal shall be used to report this information. The Bidders List shall be submitted with the Bidder's sealed proposal.

PROPOSAL AMOUNTS:							
Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
Base Bid: Schedule A							
1	Mobilization (Limited to 10% of the bid schedule cost)	C-105	1	LS	\$27,000.00	Twenty seven thousand and zero cents.	\$27,000.00
2	Temporary Flagging, Marking, and Signing	01300	1	LS	\$10,850.00	Ten thousand eight hundred fifty dollars and zero cents.	\$10,850.00
3	Low Level Barricades	01300	1	LS	\$5,000.00	Five thousand dollars and zero cents.	\$5,000.00
4	Safety Plan Compliance Document	01300	1	LS	\$2,500.00	Two thousand five hundred dollars and zero cents.	\$2,500.00
5	Construction Staking	01406	1	LS	\$15,950.00	Fifteen thousand nine hundred fifty dollars and zero cents.	\$15,950.00
6	Temporary Erosion and Pollution Control	C-102	1	LS	\$5,000.00	Five thousand dollars and zero cents.	\$5,000.00
7	FOD Prevention Controls	P-100	1	LS	\$15,000.00	Fifteen thousand dollars and zero cents.	\$15,000.00
8	Removal of Foreign Substances/Contaminates	P-101	1	LS	\$8,850.00	Eight thousand eight hundred fifty dollars and zero cents.	\$8,850.00

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
9	Crack Repair (Route and Seal Previously Unsealed Cracks)	P-101/ P-605	4,500	LF	\$2.75	Two dollars and seventy five cents.	\$12,375.00
10	Crack Repair (Heat and Seal Previously Sealed Cracks)	P-101/ P-605	400	LF	\$2.50	Two dollars and fifty cents.	\$1,000.00
11	Asphalt Surface Treatment	P-608	37,275	SY	\$1.94	One dollar and ninety four cents.	\$72,313.50
12	Runway Friction Testing	P-608	1	LS	\$10,000.00	Ten thousand dollars and zero cents.	\$10,000.00
13	Pavement Marking (First Application)	P-620	11,835	SF	\$1.10	One dollar and ten cents.	\$13,018.50
14	Pavement Marking (Second Application)	P-620	11,835	SF	\$1.10	One dollar and ten cents.	\$13,018.50
15	Pavement Marking Removal	P-101	5,640	SF	\$2.50	Two dollars and fifty cents.	\$14,100.00
16	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	L-108	410	LF	\$6.50	Six dollars and fifty cents.	\$2,665.00

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
17	No. 6 AWG, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	L-108	205	LF	\$6.00	Six dollars and zero cents.	\$1,230.00
18	2" PVC Electrical Conduit	L-110	205	LF	\$65.00	Sixty five dollars and zero cents.	\$13,325.00
19	L-867 Junction Base Can	L-115	3	EA	\$1,500.00	One thousand five hundred dollars and zero cents.	\$4,500.00
20	Electrical Demolition	L-125	1	LS	\$10,000.00	Ten thousand dollars and zero cents.	\$10,000.00
21	Lighted Guidance Sign	L-125	2	EA	\$10,500.00	Ten thousand five hundred dollars and zero cents.	\$21,000.00
Total Base Bid Schedule A (Basis of Award)						Two hundred seventy eight thousand six hundred ninety five dollars and fifty cents.	\$278,695.50

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
Bid Alternate (Schedule B)							
1	Mobilization (Limited to 10% of the bid schedule cost)	C-105	1	LS	\$29,000.00	Twenty nine thousand dollars and zero cents.	\$29,000.00
2	Temporary Flagging, Marking, and Signing	01300	1	LS	\$8,000.00	Eight thousand dollars and zero cents.	\$8,000.00
3	Low Level Barricades	01300	1	LS	\$5,000.00	Five thousand dollars and zero cents.	\$5,000.00
4	Construction Staking	01406	1	LS	\$10,950.00	Ten thousand nine hundred fifty dollars and zero cents.	\$10,950.00
5	Temporary Erosion and Pollution Control	C-102	1	LS	\$8,500.00	Eight thousand five hundred dollars and zero cents.	\$8,500.00
6	FOD Prevention Controls	P-100	1	LS	\$15,000.00	Fifteen thousand dollars and zero cents.	\$15,000.00
7	Removal of Foreign Substances/Contaminates	P-101	1	LS	\$3,000.00	Three thousand dollars and zero cents.	\$3,000.00
8	Clearing	P-151	1	LS	\$14,800.00	Fourteen thousand eight hundred dollars and zero cents.	\$14,800.00
9	Crack Repair (Route and Seal Previously Unsealed Cracks)	P-101/ P-605	4,100	LF	\$2.75	Two dollars and seventy five cents.	\$11,275.00

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
10	Crack Repair (Heat and Seal Previously Sealed Cracks)	P-101/ P-605	3,300	LF	\$2.50	Two dollars and fifty cents.	\$8,250.00
11	Asphalt Surface Treatment	P-608	27,740	SY	\$1.84	One dollar and eighty four cents.	\$51,041.60
12	Pavement Marking (First Application)	P-620	3,200	SF	\$1.10	One dollar and ten cents.	\$3,520.00
13	Pavement Marking (Second Application)	P-620	3,200	SF	\$1.10	One dollar and ten cents.	\$3,520.00
14	Pavement Marking Removal	P-101	3,340	SF	\$2.50	Two dollars and fifty cents.	\$8,350.00
15	No. 12 AWG, 600 V, Installed in Trench, Duct Bank or Conduit	L-108	965	LF	\$4.00	Four dollars and zero cents.	\$3,860.00
16	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	L-108	250	LF	\$4.50	Four dollars and fifty cents.	\$1,125.00
17	No. 6 AWG, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	L-108	445	LF	\$5.00	Five dollars and zero cents.	\$2,225.00

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
18	Electrical Room Modifications	L-109	1	LS	\$3,500.00	Three thousand five hundred dollars and zero cents.	\$3,500.00
19	L-854 Type 1 Radio Control Unit	L-109	1	LS	\$8,000.00	Eight thousand dollars and zero cents.	\$8,000.00
20	2" PVC Electrical Conduit	L-110	445	LF	\$45.00	Forty five dollars and zero cents.	\$20,025.00
21	L-867 Junction Base Can	L-115	3	EA	\$700.00	Seven hundred dollars and zero cents.	\$2,100.00
22	Electrical Demolition	L-125	1	LS	\$8,000.00	Eight thousand dollars and zero cents.	\$8,000.00
23	Runway 26 REIL Pair, Complete	L-125	1	LS	\$31,000.00	Thirty one thousand dollars and zero cents.	\$31,000.00
24	Runway 8 REIL Pair, Complete	L-125	1	LS	\$31,000.00	Thirty one thousand dollars and zero cents.	\$31,000.00
25	REIL Aiming	L-125	1	LS	\$5,600.00	Five thousand six hundred dollars and zero cents.	\$5,600.00
Total Base Bid Schedule B						Two hundred ninety six thousand six hundred forty one dollars and sixty cents.	\$296,641.60

BID BOND:

Accompanying this Proposal is a certified check, cashier's check or bid bond payable to Morrow County, Oregon, in the sum of ~~seventy three thousand five hundred thirty three 71,100~~ ^{Eighty seven thousand five} Dollars (\$87,533.71), said amount being equal to ten percent (10%) of the Total Bid Amount, based on the foregoing prices. If this proposal shall be accepted by Morrow County and the undersigned shall fail to execute a satisfactory Public Improvement Contract, performance bond, and payment bond within seven (7) days from the date of the Notice of Award, then the Owner may, at its option, determine that the undersigned has abandoned the Contract and thereupon this proposal shall be null and void, and the above check or bond accompanying this proposal shall be forfeited to and become the property of the Owner.

PUBLIC WORKS BOND:

For projects over \$100,000, before starting work on a contract or subcontract for a public works project, a contractor or subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. (ORS 279C.836).

PREVAILING WAGE STATEMENT:

The undersigned bidder declares by the signing of this Proposal that the provisions required by ORS 279C.840 pertaining to prevailing wage rates (and Federal wage rates) are included in this Proposal, and that the bidder will comply with said requirements throughout the duration of the contract.

NON-DISCRIMINATION STATEMENT:

By signing and submitting this Proposal to the Owner, the Bidder certifies that, per OAR 137-046-0210, it has not discriminated against any minority, women, or emerging small business enterprises in obtaining any subcontracts.

ADDENDA:

By signing and submitting this Proposal to the Owner, bidder represents that it has examined and carefully studied the Contract Documents, and other data identified in the Contract Documents, and the following Addenda, receipt of which is hereby acknowledged:

ADDENDUM NO.	ADDENDUM DATE
No. 1	3/15/2021

SIGNATURE OF BIDDER:

Name of Bidder: C.R. Contracting, LLC

Signature of Authorized Agent: 

(Date) March 22, 2021

Title: President

(SEAL)

Business Address: 64435 Strickler Ave Ste 100 Bend, OR 97703

Phone #: 541-306-6216

Construction Contractors Board Registration No. 174967

Workers Comp. Insurance Company: SAIF

Workers Comp. Policy/Binder Number: 997827

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

Certification: The information above is true and complete to the best of my knowledge and belief.

Russell Davis, President
Name and Title of Signer (Please type)


Signature

March 22, 2021
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTORS SUBJECT TO EEO CLAUSE**

The Bidder (proposer) has has not _____ participated in a previous contract subject to the nondiscrimination clause prescribed by Section 202 of Executive Order No. 11246 dated September 24, 1965.

The Bidder (proposer) has had not _____ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the Bidder (proposer) has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the Bidder (proposer) shall submit Standard Form 100 (for federal construction contracts) with the bid or proposal indicating current compliance.

Russell Davis, President

Name and Title of Signer (Please type)



Signature

March 22, 2021

Date

LETTER OF INTENT

Name of Bidder's Firm: C.R. Contracting, LLC

Bidder's Address: 64435 Strickler Ave Ste 100

City: Bend State OR Zip Code 97703

Name of DBE Firm: _____

Address: _____

City: _____ State _____ Zip Code _____

Telephone: _____ Area Code: _____

State DBE Certification Number: _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named minority firm for the work described above. The estimated amount of work is valued at \$ 0.00. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

By: 
(Signature)

President
(Title)

(Copy this page for each DBE subcontractor)
(Letter of intent is not required if no DBE firms participate in the project)

RESTRICTION ON FEDERAL PUBLIC WORKS PROJECTS

- (a) General: This clause implements provisions contained in the Airport and airway Safety and Capacity Expansion Act of 1987, Public Law No. 100223.
- (b) Restrictions on Contract Award: No contract will be awarded to a bidder (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms, published by the United States Trade Representative (USTR) or (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or (3) who incorporates in the project any production of a foreign country on such USTR List; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)
- (c) Certification: By this page the bidder certifies that with respect to this solution, and any resultant contract the bidder:
 1. Is _____ Is not a contractor of a foreign country included on the USTR list;
 2. Has _____ Has not entered into any contract with a subcontractor of a foreign country included on the USTR list;
 3. Has _____ Has not entered into any contract for any product to be used on this project that is produced in a foreign country included on the USTR list.
- (d) The bidder may rely upon the certification of a prospective subcontractor for the above conditions unless the bidder has knowledge that the certification is erroneous.
- (e) Erroneous Certification: This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the bidder knowingly rendered an erroneous certification, the sponsor may cancel this contract for default at no cost to the sponsor.
- (f) Subcontracts: The bidder shall incorporate this clause, without modification, including this paragraph (f) in all solicitations and subcontracts under this contract.
- (g) Applicability of 18 U.S.C. 1001: This certification concerns a matter within the jurisdiction of the federal Aviation Administration and the making of a false or fraudulent certification may render the maker subject to prosecution under Title 18, Unites States Code, Section 1001.

Firm Name C.R. Contracting, LLC

Authorized Signature 

Title President

Date March 22, 2021

BIDDER'S CERTIFICATION

The bidder hereby certifies that neither the bidder nor the bidder's principals are presently debarred, suspended or proposed for debarment by any federal agency. Bidder further agrees to include this clause in all subcontracts. Where the bidder or any subcontractors is unable to certify to this statement on explanation shall be attached to this proposal.

Firm Name C.R. Contracting, LLC

Authorized Signature 

Title President

Date March 22, 2021

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

(Non-building construction projects, equipment acquisition projects)

PROJECT NAME:	Seal Coat & REIL Installation
AIRPORT NAME:	Lexington Airport (9S9)
AIP NUMBER:	3-41-0034-009-2020

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

 March 22, 2021
 Date
 C.R. Contracting, LLC
 Company Name

 Signature
 President
 Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction:


Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency:

A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner

pursuant to an agreement with the authority responsible for collecting the tax liability.

March 22, 2021
Date
C.R. Contracting, LLC
Company Name


Signature
President
Title

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below:

<u>Firm Name</u>	<u>Address</u>	<u>CERTIFIED DBE</u> (Y or N)	<u>Age of Firm</u>	<u>GRS*</u>
Northeast Electric	1780 Down River Drive Woodland, WA 98674	N	15	5
Colvico	2812 N Pittsburg St Spokane, WA 99207	N	35	5

*GRS – Annual Gross Receipts
 Enter 1 for less than \$1 million
 Enter 2 for more than \$1 million, less than \$5 million
 Enter 3 for more than \$5 million, less than \$10 million
 Enter 4 for more than \$10 million, less than \$15 million
 Enter 5 for more than \$15 million

**MORROW COUNTY
LEXINGTON AIRPORT
SEAL COAT & REIL INSTALLATION
AIP #3-41-0034-009-2020**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bid Closing: March 25th, 2021/ 11:00am (Local time)

For projects with a contract value of more than \$100,000, this form must be submitted at the located specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

- List below, the "Name" "Dollar Value" and "Category of Work" of each subcontractor that:
- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
 - (B) Will have a contract value that is equal to or greater than five percent (5%) of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

Enter "NONE" if there are no subcontractors that need to be disclosed (if needed attach additional sheets).

SUBCONTRACTOR NAME & ADDRESS & PHONE NUMBER	DOLLAR VALUE	CATEGORY OF WORK
Colvico 2812 N Pittsburg St Spokane, WA 99207	(\$) 100,072.50	Electrical
	(\$)	
	(\$)	
	(\$)	
	(\$)	
	(\$)	
	(\$)	

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Form submitted by (Bidder name): C.R. Contracting, LLC

Contact Name: Russell Davis Phone #: 541-306-6216

NOTE: Faxed or email copies of this form will not be accepted.



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BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned,

C.R. Contracting, LLC dba C.R. Contracting

as Principal and Everest Reinsurance Company as Surety are hereby held and firmly bound unto Morrow County, Oregon as OWNER in the penal sum of Ten Percent (10%) of Total Bid--- for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 25th day of March 2021.

The Condition of the above obligation is such that whereas the Principal has submitted to Morrow County, Oregon a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Lexington Airport - Seal Coat & REIL Installation, A.I.P. Project No. 3-41-0034-009-2020

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

C.R. Contracting, LLC dba
C.R. Contracting (L.S.)
Principal

Everest Reinsurance Company
Surety

By: Russell James

By: Gloria Bruning
Gloria Bruning, Attorney-in-fact

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

EVEREST.

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Philip O. Forker, Ray M. Palement, Vicki Mather, Gloria Bruning, Richard W. Kowalski, Brent Olson, J. Patrick Dooney, Joel Dietzman, Christopher A. Reburn, Gail A. Price

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Nichase

Attest: Nicole Chase, Assistant Secretary

A. Romano

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 25th day of March 2021.



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APPENDIX

**MORROW COUNTY
LEXINGTON AIRPORT**

**SEAL COAT & REIL INSTALLATION
A.I.P. PROJECT No. 3-41-0034-009-2020**

APPENDIX

- BUY AMERICA CONFORMANCE LISTING
- BUY AMERICA WAIVER REQUEST
- CONSTRUCTION SAFETY AND PHASING PLAN



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Buy America Conformance Listing
Title 49 U.S.C Section 50101 (b)

**For Airfield Development Projects funded under the
Airport Improvement Program**

- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing:

https://www.faa.gov/airports/aip/buy_american/media/nationwide-buy-american-waivers-issued.pdf

- Bidder shall submit a listing of equipment it proposes to install on the project that is included on the current National Buy American conformance list.
- This form is to be filled out and submitted to the Owner within 7 days of the notice of apparent low bid.

Equipment Type	Name of Manufacturer	Product Number
-None-		

Certification Signature:


Bidder hereby certifies that the above listed equipment, which we propose for installation on the subject project, are on the current National Buy America Conformance list as established at:

https://www.faa.gov/airports/aip/buy_american/media/nationwide-buy-american-waivers-issued.pdf

I hereby certify the above information is accurate and complete.

C.R. Contracting, LLC
Bidder's Firm Name

03/22/2021
Date


Signature



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Buy America Waiver Request
Title 49 U.S.C Section 50101 (b)
For Airfield Development Projects funded under the
Airport Improvement Program
Instructions for Permissible Waivers

Nationwide Waivers: The FAA Office of Airports publishes national waivers for equipment and products that meet Buy American requirements under 49 USC 50101. Nationwide waivers are published at:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

Section 50101(b)(1) & (b)(2) Waivers:

The bidder may request a waiver based upon the best interests of the public, Section 50101 (b)(1) or request a waiver based upon insufficient supply of U.S. manufactured products, Section 50101 (b)(2), however approval is rare and waivers may only be approved by the FAA Office of Airports in Washington DC.

Section 50101(b)(3) Waiver:

The bidder may request a waiver if 60% or more of the components are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
 - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - b) Individual bid items as established within FAA Advisory Circular 150/5370-10.
 - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - d) Items listed under the Nationwide Waiver referenced above do not require further review.
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.
8. North America Free Trade Act (NAFTA): Free Trade Agreements such as NAFTA do not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls. Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the National Buy American conformance list.

Instructions for Section 50101(b)(4) Waiver:

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

Buy America Waiver Request
 Title 49 U.S.C Section 50101 (b)(3)

**For Airfield Development Projects funded under the
 Airport Improvement Program**

COMPONENT COST CALCULATION TABLE (Type 3 Waiver)

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls
- The component breakout shall be along major components of the equipment. Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.

Equipment Type: -None-


Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents
-None-				

Sum of US Manufactured Component/Subcomponent Costs: _____
 Sum of all Equipment Components and Subcomponents: _____
 Percentage of Equipment Components Manufactured in the United States: _____
 Place of Final Assembly: _____

Certification Signature

Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified above. The bidder certifies that N/A % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States.

I hereby certify the above information is accurate and complete.

C.R. Contracting, LLC
 Bidder's Firm Name

 Signature

03/22/2021
 Date



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CONTRACTING

Phone: 541-306-6216
Fax: 541-610-1715
64435 Strickler Ave Ste 100
Bend, OR 97703
www.crcontract.com

Section 20-02 Qualification of Bidders

C.R. Contracting, LLC has provided pavement rehabilitation services for over 17 years. We are currently licensed in Oregon, Washington, Idaho, Montana, Wyoming, Nevada and Utah. We have experienced project managers, field supervisors and crews dedicated to communication and quality of work. We provide accurate bids, covering all aspects of a project, resulting in quality work that is completed on time. C.R. Contracting, LLC has multiple experienced crews, allowing us to be available, and most importantly, flexible. Our focus has been on providing pavement rehabilitation services to include crack and joint sealing, asphalt and concrete patching, asphalt and concrete surface treatments, as well as pavement markings. Our clients include, but are not limited to, cities, counties, states, airports and DOT's, as well as commercial and HOA customers.

Listed below, are recent projects completed by C.R. Contracting, LLC, and a list of key personnel that would be available for the work. Equipment available is attached.

2019 PMP-Region 1-Southern Airports, \$536,692.90

Oregon Department of Aviation
Heather Peck, Oregon Department of Aviation (503) 378-3168
James Kirby, Century West (971) 200-7461

2020 Pavement Rehabilitation, \$222,663.77

Idaho County Airport
Skip Brandt, County of Idaho (208) 983-1565
Kayla Brown, JUB Engineers (509) 254-6011

Runway, Taxiway and Apron, \$594,958.00

Friday Harbor Airport
Barbara Marrett, Port of Friday Harbor (360) 709-8015
Corley McFarland, Precision Approach Engineering (541) 754-0043

Runway 2-20, \$764,314.92

Odessa Municipal Airport
Denise Snead, City of Odessa (360) 709-8015
Melanie Johansen, Century West (425) 330-5357

Runway 4/22, \$649,110.64

Quillayute Regional Airport
Rod Fleck, City of Forks (360) 374-5412

Descripton	Model No.	
Hand Blower- Husqvarna	125B	
Hand Blower- Echo	P8- 250LN	
Backpack Blower- Husqvarna	150BT	
Billy Goat Push Blower	F1302	
Crafco Crack Sealer	Super Shot 125	
Cimline Crack Sealer	GEN III 230	
Cimline Crack Sealer	GEN IV 230 DHR	
Cimline Crack Sealer	GEN IV 230 DHR	
Cimline Crack Sealer	M-4 410 DH	
Crafco Crack Sealer	Super Shot 250	
Forklift, Toyota	02-2FDC25	
Forklift, Komatsu	FG25HT-16	
Scarifier, Grinder, Edco Pavement Marking 10"	CPU-10-20M	
Scarifier, Edco Pavement Marking 8"	CPM8-9H	
Scarifier, Edco Pavement Marking 8"	CPM8-9H	
Scarifier, Edco Pavement Marking 8"	CPM8-9H	
Scarifier, Edco Pavement Marking 8"	CPM8-9H	
Scarifier, Vonarx Pavement Marking 6"	FR200	
Fabric Implement Orange (not funtional for Grid)	Andron Built	
Fabric Implement (Orange) for Grid	Andron Built	
Fabric Implement (Grizzly yellow) Grid and GlasPave		
Fabric Implement (Grizzly Yellow)		
Vermeer Vacuum Unit	Model No. PMD 550 DT	
Compressor, Atlas	Model No. 185	
Roller, Caterpillar Asphalt w/ Broom	Model No. CB-114	
Compactor, Plate Mustang	LF-88	
Cleaner, Steam Karcher	HDS 1055	
Generator, Onan		6500
Generator, Predator		3200
Sander, Tow-Behind		
Sealcoat Trailer Tank		
Broom, Beinsink Rotary	RPHGX	
Powermate Edger	P-WLE	
Pressure Washer, Subaru	EA190V	
Router, CRAFCO		30
Router, CRAFCO		30
Router, CRAFCO		30
Router, CRAFCO		30
Router, CRAFCO		30
Ride on Saw, Magnum	RPS 72T92/UC	
Ride on Saw, Meco	MXR 72	
Striper, Titan 6950		6950
Striper, Graco	Line Lazer 3400	
Striper, Titan 4950		4950
Striper, Graco	Standard Series	
GSB 78 Sprayer	Honda Engine GX240	
Kubota Tractor	Model No. L3900	
Kubota 4WD Tractor w/ Hydraulic Trans.	Model L3901HST	
Trailer, Tanker	Beall	
Trailer, WeHaul Featherlight (30 Ft)		
Trailer, Olympic (Flatbed Tilt)	OM14-2E	
Trailer, Mirage (Flatbed Tilt)		
Trailer, Load Runner Cargo (6 Ft)	ILRD508SAFS	
Walk Behind Saw, Meco 42	M42WC1	
Walk Behind Saw, Husqvarna	FS-413	
Walk Behind Saw, Core Cut		
Walk Behind Saw, Core Cut	CC3500	
Weed Eater, Stihl	FS70R	
Weed Eater, Stihl	FS91R	



C.R. CONTRACTING
Pavement Maintenance Specialists

Ph: 541-306-6216
Fax: 541-610-1715
P.O. Box 6717 Bend, OR 97708
62980 Boyd Acres Road, Bend, OR 97001
www.crcontract.com

March 22, 2021

Mr. Matt Scrivner, Public Works Director
Morrow County
365 West Highway 74/PO Box 428
Lexington, OR 97839

Project: Morrow County - Lexington Airport
Seal Coat & REIL Installation
AIP Project No. 3-41-0034-009-2020

RE: Financial Responsibility Certification

I, Russell Davis, owner of C.R. Contracting LLC, certify that my financial responsibility is approximately the same as stated or reported by our accountant in the Financial Statement submitted.

Sincerely,

Russell Davis

Russell Davis
C.R. Contracting, LLC



Financial Statements

Year Ended December 31, 2019
See Independent Accountants' Review Report





Aldrich CPAs + Advisors LLP
5665 SW Meadows Road, #200
Lake Oswego, Oregon 97035

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
CR Contracting, LLC
Bend, Oregon

We have reviewed the accompanying financial statements of CR Contracting, LLC (an S corporation), which are comprised of the balance sheet as of December 31, 2019, the related statements of income and member's equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Aldrich CPAs + Advisors LLP

Lake Oswego, Oregon
May 6, 2020

CR CONTRACTING, LLC
Statement of Income and Member's Equity
Year Ended December 31, 2019
See Independent Accountants' Review Report

Contract Revenues	\$ 7,084,810
Contract Costs	<u>4,302,072</u>
Gross Profit	2,782,738
Operating Expenses	<u>322,473</u>
Income from Operations	2,460,265
Other (Income) Expense:	
Interest income	<u>(390)</u>
Net Income	2,460,655
Member's Equity, beginning	5,626,089
Distributions	<u>(3,341,746)</u>
Member's Equity, ending	<u>\$ 4,744,998</u>

See accompanying notes to financial statements.

CR CONTRACTING, LLC

Notes to Financial Statements

Year Ended December 31, 2019

See Independent Accountants' Review Report

Note 1 - Business Activity and Summary of Significant Accounting Policies

Business Activity

CR Contracting, LLC (the Company) is a specialized pavement solutions company for public, commercial and residential projects including seal coating, crack routing and sealing, striping, the application of pavement rejuvenators, pavement repairs and patching, pavement interlayer systems, concrete joint and spall rehabilitation and membrane waterproofing. The Company performs its work throughout the Pacific Northwest under fixed price, time and material and unit price contracts. The length of the Company's contracts varies, but are typically less than one year. The Company's primary office is located in Bend, Oregon.

Revenue and Cost Recognition

Effective January 1, 2019, the Company adopted Accounting Standards Update (ASU) 2014-09, "Revenue from Contracts with Customers," and a series of amendments which together hereinafter are referred to as "ASC Topic 606", using the permitted modified retrospective method. Accordingly, the new guidance was applied retrospectively to contracts that were not completed as of the adoption date. Management has analyzed the provisions contained in ASC Topic 606 and determined that there is no impact on member's equity as of January 1, 2019 due to the adoption of the new policy. Adoption of the new guidance also resulted in changes to the Company's accounting policies for revenue and cost recognition as described below.

Construction Contracts

In the process of performing its construction contracts with customers, the Company considers each contract to be one performance obligation, unless circumstances dictate otherwise. This evaluation requires significant judgement. Payment terms and conditions in customer contracts vary. Contract payments are generally due in installments as specified in the contracts. Revenue for financial reporting purposes is recognized over time as the performance obligations are satisfied on an ongoing basis. Progress toward completion of the Company's contracts is measured by the percentage of cost incurred to date to estimated total costs for each contract. This method is used because management considers total cost to be the best available measure of progress on contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change significantly within the near term.

Changes in job performance, job conditions, and estimated profitability may result in revisions to revenues and costs, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration are accounted for as changes in estimates in the current period. Variable consideration may include incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved. Recognition of variable consideration is limited to an amount that the Company estimates will not result in a significant reversal of revenue in future periods. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. During the year ended December 31, 2019, the Company made revisions in estimates to certain contracts that were in progress at December 31, 2018. The net effect of the changes caused a \$16,937 decrease in 2019 gross profits from that which would have been reported had the revised estimates been used as the basis of recognition of contract profits in the preceding year.

Contract costs include all direct material, subcontractor, labor, equipment, and other costs and those indirect costs related to contract performance, such as indirect salaries and wages, repairs and maintenance, insurance, materials, other, and depreciation. Costs of abnormal inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. The Company recognizes revenue for the transfer of uninstalled and unmodified materials to the customer, but only in an amount equal to the cost of the materials. Selling, general, and administrative costs are charged to expense as incurred.

The Company warrants its work to comply with both statutory and contractual requirements, therefore, the lengths of warranties vary. The Company did not incur significant warranty cost for the year ended December 31, 2019.

CR CONTRACTING, LLC
Notes to Financial Statements

Year Ended December 31, 2019

See Independent Accountants' Review Report

Note 1 - Business Activity and Summary of Significant Accounting Policies, continued

Income Taxes

The Company has elected to be taxed under the provisions of subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal or state corporation income taxes on its taxable income. Instead, the member is liable for income taxes on the Company's items of income, deductions, losses and credits. Accordingly, no provision for income taxes is included in the accompanying financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. Significant estimates used in preparing these financial statements include depreciation expense and estimated cost to complete, which have a direct effect on gross profit.

Subsequent Events

The Company has evaluated subsequent events through May 6, 2020, which is the date the financial statements were available to be issued.

Note 2 - Contract Receivables

Contract receivables consist of the following at December 31, 2019:

	\$	1,640,751
Completed contracts		116,311
Contracts in progress	\$	<u>1,757,062</u>

At January 1, 2019, the contract receivables balance for completed contracts and contracts in progress, net of allowance for doubtful accounts of zero, was \$3,322,366.

Note 3 - Cost and Estimated Earnings on Contracts in Progress

Billings, costs and estimated earnings on contracts in progress are summarized as follows at December 31, 2019:

	\$	89,046
Costs incurred on contracts in progress		97,901
Estimated earnings		<u>186,947</u>
Revenues earned		(116,311)
Less billings to date	\$	<u>70,636</u>

Included in the accompanying balance sheets under the following captions:

Costs and estimated earnings in excess of billings on contracts in progress (underbillings)	\$	75,948
Billings in excess of costs and estimated earnings on contracts in progress (overbillings)		<u>(5,312)</u>
	\$	<u>70,636</u>

At January 1, 2019 the balance in costs and estimated earnings in excess of billings on contracts in progress was zero, and the balance in billings in excess of costs and estimated earnings on contracts in progress was \$171,053.

CR CONTRACTING, LLC

Notes to Financial Statements

Year Ended December 31, 2019

See Independent Accountants' Review Report

Note 8 - Income Taxes

The amount of taxable income passed through to the member is approximately \$3,826,500 for the year ended December 31, 2019.

Due to various timing differences, income recognition for tax purposes is different from income reported in the financial statements. Cumulative temporary differences are as follows at December 31, 2019:

Cash basis adjustment	\$ (1,995,700)
Differences in depreciation methods and lives	(589,700)
Net deferred taxable (income) expense	<u>\$ (2,585,400)</u>

Note 9 - Operating Leases

The Company has a lease for its office and yard space at \$8,100 per month on a month-to-month basis from a related party. The Company also has operating leases for equipment on a month-to-month basis for use on specific jobs throughout the year. Rent expense under all operating leases totaled \$162,889 in 2019.

Note 10 - Backlog

The following schedule is a reconciliation of backlog representing signed contracts in existence at December 31, 2019:

Balance, beginning of year	\$ 803,235
New contracts and contract adjustments during the year	7,490,644
Less contract revenue earned during the year	<u>(7,084,810)</u>
Balance, ending of year	<u>\$ 1,209,069</u>

Note 11 - Retirement Plan

The Company has a safe-harbor 401(k) plan (the Plan) covering substantially all employees meeting certain eligibility requirements. The Plan requires employer matching contributions at the rate of 100% of the first 3% and 50% of the next 2% of employee elective deferrals. The Company may also make discretionary profit sharing contributions to the Plan. Total employer contributions were \$8,297 for the year ended December 31, 2019.

Note 12 - Subsequent Events

Due to national and world-wide disruptions caused by COVID-19 in 2020, the Company may be adversely impacted, including its work-force and construction projects. The Company is adjusting its operations to compensate for disruptions on an ongoing basis. At this time, any financial impact of potential COVID-19 related disruptions are not known.

The Company was notified that its application for a loan of approximately \$290,629 under the Paycheck Protection Program (PPP) was approved by the Small Business Administration (SBA). The loan terms will most likely require interest at 1% per annum, due in monthly interest-only payments for the first six months followed by monthly principal and interest payments that amortize the loan balance, net of any amounts forgiven, over 18 months. There are no prepayment penalties and the loan is unsecured. The Company intends to request forgiveness for loan proceeds used to pay qualifying payroll, rent, utility and interest expenses during the eight weeks following loan disbursement. The loan forgiveness is exempt from federal income tax. The loan was funded April 24, 2020.

**ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS**

**MORROW COUNTY
LEXINGTON AIRPORT
SEAL COAT & REIL INSTALLATION
A.I.P. #3-41-0034-009-2020
Lexington, Oregon**

TO: All Plan Holders
DATE: March 15, 2021
PROJECT NO: FAA A.I.P. #3-41-0034-009-2020
CWEC #12414.005.01

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the above mentioned project, bids due March 25, 2021, as fully and completely as if the same were fully set forth therein.

CONTRACT MANUAL

1. Refer to Section I Bidding Information, Proposal.

Replace the Proposal section, in its entirety, with the attached revised Proposal. The following changes have been made:

- a. The work has been divided into two bid schedules with revised quantities: Schedule A (Base Bid) and Schedule B (Bid Alternate).
- b. The mobilization bid quantity pay item has been clarified for each bid schedule.
- c. The Basis of Award has been clarified.

2. Refer to Section IV Technical Specifications, Item C-105 Mobilization.

Revise Section C-105-2 Mobilization limit to read:

“Mobilization shall be limited to 10 percent of the total bid schedule cost.”

3. Refer to Section IV Technical Specifications, Item C-105 Mobilization.

Revise Section C-105-6.1 to read:

“Mobilization (Limited to 10% of the total bid schedule cost) – per lump sum”

DRAWINGS

1. Refer to drawing G-03.

Added “Bid Schedule Notes” to clarify what work is included in each bid schedule.

INFORMATIONAL ITEMS

1. A copy of the sign-in sheet from the voluntary Pre-Bid Conference is attached as an informational item.
2. Pre-Bid Meeting notes are attached as an informational item.

BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE PROPOSAL. BIDS SUBMITTED WITHOUT ACKNOWLEDGEMENT OF THIS ADDENDUM IN THE PROPOSAL WILL BE CONSIDERED IRREGULAR.

Gregory J Reince

Greg Reince, P.E.
Project Manager
Century West Engineering
541.322.8962

Received By :

Russell Davis 3/16/2021
Russell Davis, President.

CONTRACT DOCUMENTS
FOR

MORROW COUNTY
LEXINGTON AIRPORT

SEAL COAT & REIL INSTALLATION
AIP PROJECT NO. 3-41-0034-009-2020

OWNER:

Morrow County
PO Box 428
365 West Highway 74
Lexington, Oregon 97839

ENGINEER:



1020 SW EMKAY DRIVE, SUITE 100 | BEND, OR 97702
PHONE: (541) 322-8962 | FAX: (541) 382-2423 |
www.centurywest.com

February 2021

CONTRACT DOCUMENTS
FOR

MORROW COUNTY
LEXINGTON AIRPORT

SEAL COAT & REIL INSTALLATION
AIP PROJECT NO. 3-41-0034-009-2020

OWNER:

Morrow County
PO Box 428
365 West Highway 74
Lexington, Oregon 97839

ENGINEER:



ENGINEERING

1020 SW EMKAY DRIVE, SUITE 100 | BEND, OR 97702
PHONE: (541) 322-8962 | FAX: (541) 382-2423 |
www.centurywest.com



RENEWS: 12/31/22

February 2021

PROPOSAL
MORROW COUNTY – LEXINGTON AIRPORT
SEAL COAT & REIL INSTALLATION
A.I.P. PROJECT No. 3-41-0034-009-2020

TO: **Mr. Matt Scrivner, Public Works Director**
Morrow County
365 West Highway 74 / PO Box 428
Lexington, Oregon 97839

This Proposal is submitted as an offer by the undersigned, having examined the Contract Documents and considered all conditions to be encountered, to enter into an Agreement with Morrow County ("Owner") to furnish all labor, materials, and equipment, and to perform all work necessary to complete this project, in accordance with the Contract Documents, in consideration of the amounts stated in this Proposal.

BIDDERS DECLARATION:

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Bidder further declares that the provisions required pertaining to Federal and State prevailing wage rates shall be included in his contract and will be complied with.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner and other sources in arriving at his conclusions.

NOTICE TO PROCEED:

Due to the timing and availability of project funding, weather, field conditions or operational circumstances, Notice to Proceed (NTP) for various segments of the contract work may be issued beginning in June 2021 or in August 2021, and will be issued by the Owner at the Owner's convenience. Dates listed below for the various segments of work are approximate only, and the Owner reserves the right to issue NTP at any time that project funding, weather, field conditions, or operational circumstances allow.

No adjustments will be made to the pricing established in this proposal regardless of when Notice to Proceed is issued. No work shall begin prior to issuance of Notice to Proceed by the Owner.

Notice to Proceed for work segments shall be as follows:

1. NTP for commencement of material, product and equipment submittals process; Production and/or procurement of materials and long lead-time items for construction. NTP is anticipated on or about June 15, 2021, at the convenience of the Owner.
2. NTP for construction items related to Work Area 1 to be complete during a continuous 7 calendar day period during which the Airport is to be closed. NTP is anticipated on or about August 16, 2021 at the convenience of the Owner.
3. NTP for construction of items related to Work Area 2 to be complete during a continuous 10 calendar day period during which the runway is open. NTP is anticipated on or about August 23, 2021, at the convenience of the Owner.
4. NTP for the final application of painted pavement markings, after expiration of the seal coat curing period. The time allowed for this work is 2 consecutive calendar days. NTP will be issued at the convenience of the Owner.

CONSTRUCTION TIME LIMITS:

For each Notice to Proceed, The Bidder agrees to begin work within 5 calendar days after the date of the Owner's written Notice to Proceed and to substantially complete the work within the time allowed.

For commencement of material, product and equipment submittals process, production and/or procurement of materials and long lead-time items for construction: The work shall be complete prior to the NTP date for construction of items related to the lighting system improvements. This work includes all materials and products for the seal coat work and the lighting improvement work. If work is not complete within the period allowed, liquidated damages as set forth in this proposal will be assessed.

For construction items related to Work Area 1, all work shall be complete in 7 continuous calendar days. If work is not complete within the 7 calendar day period allowed, liquidated damages as set forth in this proposal will be assessed.

At the conclusion of Work Area 1, the REIL systems, new guidance signs, appurtenances, and incidentals shall be fully operational.

Work exempt from the 7 calendar day requirement in Work Area 1 includes the FAA flight check of the REIL systems and the second application of pavement markings.

For construction items related to Work Area 2, all work shall be complete in 10 continuous calendar days. If work is not complete within the 10 calendar day period allowed, liquidated damages as set forth in this proposal will be assessed.

Work exempt from the 10 calendar day requirement in Work Area 2 includes the second application of pavement markings.

The time allowed for the final application of painted pavement markings is 2 consecutive calendar days. The airport shall be open to air traffic at the conclusion of the time allowed. If work is not complete within the 2 calendar day period, liquidated damages as set forth in this proposal will be assessed.

In the event that certain items not required for substantial completion, as defined in the Supplementary Conditions herein, but required for final completion of the work as put forth in this Contract Document fail to arrive at the work site in time to be properly installed during normal working hours within the time allowed for substantial completion of the work, then an allowance of not more than thirty (30) calendar days following the receipt of the last item required will be given to the Contractor to effect the final completion of said work.

LIQUIDATED DAMAGES:

The Owner shall be entitled to liquidated damages for failure of the Bidder to complete the work within the specified contract time.

- A. The Bidder further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Owner for unscheduled employment of the Engineer during the contract time overrun.
- B. As compensation for non-use, the Contractor shall be assessed a liquidated damage of \$1,500.00 per calendar day for each day that the work remains uncompleted beyond the contract period. As compensation for expense incurred for unscheduled employment of the Engineer, the Contractor shall be assessed an additional liquidated damage equal to the expense incurred for each day that the work remains uncompleted beyond the contract period. The liquidated damage amounts shall also apply to phase or work areas that have limited or specific time constraints.
- C. The Bidder further agrees to pay liquidated damages according to the following hourly rates for the unscheduled employment of the Engineer necessitated by the Contractor:
 - 1. Working more than nine (9) hours per day, more than five (5) days per week and Saturdays (time and one-half), and holidays, and Sundays (double time).
 - 2. Furnishing materials or equipment not in conformance with Contract Documents necessitating redesign by the Engineer.
 - 3. Working beyond the time of completion established in the Notice to Proceed with Construction.

	<u>Straight Time</u>	<u>Time and One-Half Mon.-Sat.</u>	<u>Double Time Sundays and Holidays</u>
Engineer	\$175.00/Hr.	\$175.00/Hr.	\$175.00/Hr.

Resident Project Rep.	\$120.00/Hr.	\$180.00/Hr.	\$240.00/Hr.
Out of Pocket Cost mat'l, equipment, supplies, transportation, subsistence	At Cost+10%	At Cost+10%	At Cost+10%

D. The Engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost savings to the Owner. If, as a result of working more than nine hours per day, five days per week, the Contractor completes the project within the scheduled time, and if the overtime results in a reduced contract time and cost savings to the Owner, no liquidated damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time. Liquidated damages will be assessed as stipulated for each day the work remains uncompleted beyond the scheduled contract time.

SUBCONTRACTORS:

The Bidder will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform in the spaces provided below

The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

	Subcontractor	Work to be performed
1.	Northeast Electric LLC - Electrical (Sch. A - 16-21, Sch. B - 15-25)	
2.	Colvico Inc - Electrical (Sch. A - 16-21, Sch. B - 15-25)	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

UNIT PRICES:

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum price or unit price amounts. The Bidder agrees that the lump sum prices or unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

All blanks on the Proposal must be completed by clearly printing in ink or by typewriter. Changes may be made provided that the Bidder initials all changes.

All items in the proposal form shall be completed in full showing a unit or lump sum price or prices for each and every item. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.

The extensions in the column headed "EXTENDED TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

BASIS OF AWARD:

Bidders must bid all portions of the work. The bidder understands that the award shall be made to the lowest responsible and responsive bidder for the total of the Base Bid (Schedule A). The Owner reserves the right to withdraw any item(s) or Alternates from award consideration. Contract is subject to receipt of FAA grant funding.

DBE GOAL:

Contract Goals: No DBE contract goal requirement has been established for this project.

Bidders List: The Bidder shall submit the name, address, DBE status, age, and gross receipts of all firms bidding or quoting subcontracts on DOT-assisted projects. The attached form in the Proposal shall be used to report this information. The Bidders List shall be submitted with the Bidder's sealed proposal.

PROPOSAL AMOUNTS:							
Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
Base Bid: Schedule A							
1	Mobilization (Limited to 10% of the bid schedule cost)	C-105	1	LS	25,000.00	Twenty Five Thousand Dollars and 00/100	25,000.00
2	Temporary Flagging, Marking, and Signing	01300	1	LS	10,000.00	Ten Thousand Dollars and 00/100	10,000.00
3	Low Level Barricades	01300	1	LS	25,000.00	Twenty Five Thousand Dollars and 00/100	25,000.00
4	Safety Plan Compliance Document	01300	1	LS	1,000.00	One Thousand Dollars and 00/100	1,000.00
5	Construction Staking	01406	1	LS	20,000.00	Twenty Thousand Dollars and 00/100	20,000.00
6	Temporary Erosion and Pollution Control	C-102	1	LS	20,000.00	Twenty Thousand Dollars and 00/100	20,000.00
7	FOD Prevention Controls	P-100	1	LS	10,000.00	Ten Thousand Dollars and 00/100	10,000.00
8	Removal of Foreign Substances/Contaminates	P-101	1	LS	15,000.00	Fifteen Thousand Dollars and 00/100	15,000.00

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
9	Crack Repair (Route and Seal Previously Unsealed Cracks)	P-101/ P-605	4,500	LF	2.25	Two Dollars and 25/100	10,125.00
10	Crack Repair (Heat and Seal Previously Sealed Cracks)	P-101/ P-605	400	LF	2.25	Two Dollars and 25/100	900.00
11	Asphalt Surface Treatment	P-608	37,275	SY	1.85	One Dollar and 85/100	68,958.75
12	Runway Friction Testing	P-608	1	LS	10,000.00	Ten Thousand Dollars and 00/100	10,000.00
13	Pavement Marking (First Application)	P-620	11,835	SF	1.25	One Dollars and 25/100	14,793.75
14	Pavement Marking (Second Application)	P-620	11,835	SF	1.25	One Dollars and 25/100	14,793.75
15	Pavement Marking Removal	P-101	5,640	SF	2.00	Two Dollars and 00/100	11,280.00
16	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	L-108	410	LF	2.15	Two Dollars and 15/100	881.50

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
17	No. 6 AWG, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	L-108	205	LF	5.00	Five Dollars and 00/100	1,025.00
18	2" PVC Electrical Conduit	L-110	205	LF	25.00	Twenty Five Dollars and 00/100	5,125.00
19	L-867 Junction Base Can	L-115	3	EA	1,450.00	One Thousand, Four Hundred Fifty Dollars and 00/100	4,350.00
20	Electrical Demolition	L-125	1	LS	2,750.00	Two Thousand, Seven Hundred Fifty Dollars and 00/100	2,750.00
21	Lighted Guidance Sign	L-125	2	EA	9,500.00	Nine Thousand, Five Hundred Dollars and 00/100	19,000.00
Total Base Bid Schedule A (Basis of Award)						Two Hundred Eighty Nine Thousand, Nine Hundred Eighty Two Dollars and 75/100	289,982.75

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
Bid Alternate (Schedule B)							
1	Mobilization (Limited to 10% of the bid schedule cost)	C-105	1	LS	28,000.00	Twenty Eight Thousand Dollars and 00/100	28,000.00
2	Temporary Flagging, Marking, and Signing	01300	1	LS	10,000.00	Ten Thousand Dollars and 00/100	10,000.00
3	Low Level Barricades	01300	1	LS	25,000.00	Twenty Five Thousand Dollars and 00/100	25,000.00
4	Construction Staking	01406	1	LS	20,000.00	Twenty Thousand Dollars and 00/100	20,000.00
5	Temporary Erosion and Pollution Control	C-102	1	LS	20,000.00	Twenty Thousand Dollars and 00/100	20,000.00
6	FOD Prevention Controls	P-100	1	LS	10,000.00	Ten Thousand Dollars and 00/100	10,000.00
7	Removal of Foreign Substances/Contaminates	P-101	1	LS	15,000.00	Fifteen Thousand Dollars and 00/100	15,000.00
8	Clearing	P-151	1	LS	25,000.00	Twenty Five Thousand Dollars and 00/100	25,000.00
9	Crack Repair (Route and Seal Previously Unsealed Cracks)	P-101/ P-605	4,100	LF	2.25	Two Dollars and 25/100	9,225.00

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
10	Crack Repair (Heat and Seal Previously Sealed Cracks)	P-101/ P-605	3,300	LF	2.25	Two Dollars and 25/100	7,425.00
11	Asphalt Surface Treatment	P-608	27,740	SY	1.85	One Dollar and 85/100	51,319.00
12	Pavement Marking (First Application)	P-620	3,200	SF	1.25	One Dollar and 25/100	4,000.00
13	Pavement Marking (Second Application)	P-620	3,200	SF	1.25	One Dollar and 25/100	4,000.00
14	Pavement Marking Removal	P-101	3,340	SF	2.00	Two Dollars and 00/100	6,680.00
15	No. 12 AWG, 600 V, Installed in Trench, Duct Bank or Conduit	L-108	965	LF	1.35	One Dollar and 35/100	1,302.75
16	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	L-108	250	LF	2.15	Two Dollars and 15/100	537.50
17	No. 6 AWG, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	L-108	445	LF	5.00	Five Dollars and 00/100	2,225.00

Addendum #1

Bid Item	Description Quantity	Spec/ Detail	Qty	Price Unit	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
18	Electrical Room Modifications	L-109	1	LS	3,500.00	Three Thousand, Five Hundred Dollars and 00/100	3,500.00
19	L-854 Type 1 Radio Control Unit	L-109	1	LS	6,000.00	Six Thousand Dollars and 00/100	6,000.00
20	2" PVC Electrical Conduit	L-110	445	LF	25.00	Twenty Five Dollars and 00/100	11,125.00
21	L-867 Junction Base Can	L-115	3	EA	1,450.00	One Thousand, Four Hundred Fifty Dollars and 00/100	4,350.00
22	Electrical Demolition	L-125	1	LS	1,800.00	One Thousand, Eight Hundred Dollars and 00/100	1,800.00
23	Runway 26 REIL Pair, Complete	L-125	1	LS	20,000.00	Twenty Thousand Dollars and 00/100	20,000.00
24	Runway 8 REIL Pair, Complete	L-125	1	LS	20,000.00	Twenty Thousand Dollars and 00/100	20,000.00
25	REIL Aiming	L-125	1	LS	1,600.00	One Thousand, Six Hundred Dollars and 00/100	1,600.00
Total Base Bid Schedule B						Three Hundred Eight Thousand, Eighty Nine Dollars and 25/100	308,089.25

BID BOND:

Accompanying this Proposal is a certified check, cashier's check or bid bond payable to Morrow County, Oregon, in the sum of 10% Dollars (\$ Bid Bond - 10%), said amount being equal to ten percent (10%) of the Total Bid Amount, based on the foregoing prices. If this proposal shall be accepted by Morrow County and the undersigned shall fail to execute a satisfactory Public Improvement Contract, performance bond, and payment bond within seven (7) days from the date of the Notice of Award, then the Owner may, at its option, determine that the undersigned has abandoned the Contract and thereupon this proposal shall be null and void, and the above check or bond accompanying this proposal shall be forfeited to and become the property of the Owner.

PUBLIC WORKS BOND:

For projects over \$100,000, before starting work on a contract or subcontract for a public works project, a contractor or subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. (ORS 279C.836).

PREVAILING WAGE STATEMENT:

The undersigned bidder declares by the signing of this Proposal that the provisions required by ORS 279C.840 pertaining to prevailing wage rates (and Federal wage rates) are included in this Proposal, and that the bidder will comply with said requirements throughout the duration of the contract.

NON-DISCRIMINATION STATEMENT:

By signing and submitting this Proposal to the Owner, the Bidder certifies that, per OAR 137-046-0210, it has not discriminated against any minority, women, or emerging small business enterprises in obtaining any subcontracts.

ADDENDA:

By signing and submitting this Proposal to the Owner, bidder represents that it has examined and carefully studied the Contract Documents, and other data identified in the Contract Documents, and the following Addenda, receipt of which is hereby acknowledged:

ADDENDUM NO.	ADDENDUM DATE
1	3/15/21

SIGNATURE OF BIDDER:

Name of Bidder: Road Products, Inc.

Signature of Authorized Agent: *Donna M. Lawrence*

(Date) 3/25/21

Title: President

(SEAL)

Business Address: PO Box 11072

Spokane, WA 99211

Phone #: 509.922.7847

Construction Contractors Board Registration No. 206468

Workers Comp. Insurance Company: HUB INTERNATIONAL

Workers Comp. Policy/Binder Number: 518,690-05

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

Certification: The information above is true and complete to the best of my knowledge and belief.

Denise M. Lawless - President

Name and Title of Signer (Please type)

Denise M. Lawless
Signature

3/25/21
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTORS SUBJECT TO EEO CLAUSE**

The Bidder (proposer) has X has not _____ participated in a previous contract subject to the nondiscrimination clause prescribed by Section 202 of Executive Order No. 11246 dated September 24, 1965.

The Bidder (proposer) has X had not _____ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the Bidder (proposer) has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the Bidder (proposer) shall submit Standard Form 100 (for federal construction contracts) with the bid or proposal indicating current compliance.

Denise M. Lawless - President

Name and Title of Signer (Please type)

Denise M. Lawless
Signature

3/25/21
Date

LETTER OF INTENT

Name of Bidder's Firm: Road Products, Inc.

Bidder's Address: PO Box 11072

City: Spokane State WA Zip Code 99211

Name of DBE Firm: None

Address: _____

City: _____ State _____ Zip Code _____

Telephone: _____ Area Code: _____

State DBE Certification Number: _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named minority firm for the work described above. The estimated amount of work is valued at \$ 0.00. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

By: *Mark M. Lewis*
(Signature)

President
(Title)

(Copy this page for each DBE subcontractor)
(Letter of intent is not required if no DBE firms participate in the project)

RESTRICTION ON FEDERAL PUBLIC WORKS PROJECTS

- (a) General: This clause implements provisions contained in the Airport and airway Safety and Capacity Expansion Act of 1987, Public Law No. 100223.
- (b) Restrictions on Contract Award: No contract will be awarded to a bidder (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms, published by the United States Trade Representative (USTR) or (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or (3) who incorporates in the project any production of a foreign country on such USTR List; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)
- (c) Certification: By this page the bidder certifies that with respect to this solution, and any resultant contract the bidder:
 - 1. Is _____ Is not X a contractor of a foreign country included on the USTR list;
 - 2. Has _____ Has not X entered into any contract with a subcontractor of a foreign country included on the USTR list;
 - 3. Has _____ Has not X entered into any contract for any product to be used on this project that is produced in a foreign country included on the USTR list.
- (d) The bidder may rely upon the certification of a prospective subcontractor for the above conditions unless the bidder has knowledge that the certification is erroneous.
- (e) Erroneous Certification: This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the bidder knowingly rendered an erroneous certification, the sponsor may cancel this contract for default at no cost to the sponsor.
- (f) Subcontracts: The bidder shall incorporate this clause, without modification, including this paragraph (f) in all solicitations and subcontracts under this contract.
- (g) Applicability of 18 U.S.C. 1001: This certification concerns a matter within the jurisdiction of the federal Aviation Administration and the making of a false or fraudulent certification may render the maker subject to prosecution under Title 18, Unites States Code, Section 1001.

Firm Name Road Products, Inc.

Authorized Signature *Denise M. Lawless*

Title Denise M. Lawless - President

Date 3/25/21

BIDDER'S CERTIFICATION

The bidder hereby certifies that neither the bidder nor the bidder's principals are presently debarred, suspended or proposed for debarment by any federal agency. Bidder further agrees to include this clause in all subcontracts. Where the bidder or any subcontractors is unable to certify to this statement an explanation shall be attached to this proposal.

Firm Name Road Products, Inc.

Authorized Signature *Denise M. Lawless*

Title Denise M. Lawless - President

Date 3/25/21

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

(Non-building construction projects, equipment acquisition projects)

PROJECT NAME:	Seal Coat & REIL Installation
AIRPORT NAME:	Lexington Airport (9S9)
AIP NUMBER:	3-41-0034-009-2020

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/25/21
 Date
Road Products, Inc.
 Company Name

Denise M. Lawless
 Signature
Denise M. Lawless - President
 Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (x) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction:

Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency:

A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner

pursuant to an agreement with the authority responsible for collecting the tax liability.

3/25/21
Date
Road Products, Inc.
Company Name

Denise M. Lawless
Signature
Denise M. Lawless - President
Title

Bidders List

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below:

<u>Firm Name</u>	<u>Address</u>	<u>CERTIFIED DBE (Y or N)</u>	<u>Age of Firm</u>	<u>GRS*</u>
Northeast Electric LLC	1780 Down River Drive Woodland, WA	N	15	5
Colvico Inc.	PO Box 2665 Spokane, WA 99220	N	35	5

*GRS – Annual Gross Receipts
Enter 1 for less than \$1 million
Enter 2 for more than \$1 million, less than \$5 million
Enter 3 for more than \$5 million, less than \$10 million
Enter 4 for more than \$10 million, less than \$15 million
Enter 5 for more than \$15 million

**MORROW COUNTY
LEXINGTON AIRPORT
SEAL COAT & REIL INSTALLATION
AIP #3-41-0034-009-2020**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bid Closing: March 25th, 2021/ 11:00am (Local time)

For projects with a contract value of more than \$100,000, this form must be submitted at the located specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

List below, the "Name" "Dollar Value" and "Category of Work" of each subcontractor that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
- (B) Will have a contract value that is equal to or greater than five percent (5%) of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

Enter "NONE" if there are no subcontractors that need to be disclosed (if needed attach additional sheets).

SUBCONTRACTOR NAME & ADDRESS & PHONE NUMBER	DOLLAR VALUE	CATEGORY OF WORK
Colvico Inc - 509.536.1875 PO Box2665 Spokane, WA 99220	(\$) 100,0072.50	Electrical
	(\$)	
	(\$)	
	(\$)	
	(\$)	
	(\$)	
	(\$)	

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Form submitted by (Bidder name) Road Products, Inc.

Contact Name: Joshua Poello Phone #: 509.934.1622

NOTE: Faxed or email copies of this form will not be accepted.

Century West Engineering Corporation Proposal 24 of 24 FEBRUARY 2021 | #12414.005.01

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned,

Road Products, Inc.

as Principal and Travelers Casualty and Surety Company of America as Surety are hereby held and firmly bound unto Morrow County Public Works as OWNER in the penal sum of --Ten Percent of the Amount Bid (10%)-- for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 25th day of March 20 21.

The Condition of the above obligation is such that whereas the Principal has submitted to Morrow County Public Works a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Morrow County - Lexington Airport - Seal Coat & Reil Installation - A.I.P. Project No. 3-41-0034-009-2020

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Road Products, Inc. (L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

By: Denise M. Lawrence

Travis Long
Travis Long, Attorney-in-Fact

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Travis Long** of **SPOKANE**, Washington, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of March, 2021



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER'S CHECKLIST
MORROW COUNTY – LEXINGTON AIRPORT
SEAL COAT & REIL INSTALLATION
A.I.P. PROJECT No. 3-41-0034-009-2020

To all Plan Holders and/or Prospective Bidders:

Use the following checklist to ensure that your bid package is complete upon submittal to the Owner on the date listed in the Invitation to Bid. This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidder's submittals shall include, but are not limited to, the following:

- | | Checked |
|--|----------|
| 1. Contractor's Qualification Statement, in accordance with Section 20-02, including "Evidence of Competency" and "Evidence of Financial Responsibility". | <u>✓</u> |
| 2. Proposal (Bid) Fully Executed. Complete the Proposal in clearly written ink or typed characters. Changes may be made provided all changes are initialed. | <u>✓</u> |
| 3. Acknowledgement of Addenda (on Proposal). Acknowledge receipt of all Addenda. Bidders are strongly encouraged to contact the City to verify that all addenda are in hand prior to submittal of the bid package. | <u>✓</u> |
| 4. Certification of Non-segregated Facilities. | <u>✓</u> |
| 5. Bidder's Statement on previous contracts subject to EEO Clause. | <u>✓</u> |
| 6. Letter of Intent (if DBE subcontractors are to be used). | <u>✓</u> |
| 7. Restrictions of Federal Public Works Projects. | <u>✓</u> |
| 8. Tax Delinquency and Felony Convictions | <u>✓</u> |
| 9. Bidders Certification. | <u>✓</u> |
| 10. Buy American Certification. | <u>✓</u> |
| 11. Bidder's Bond or other Security. Include an executed Bid Bond or other acceptable Bid Security in the amount of ten percent (10%) of the total bid amount. | <u>✓</u> |
| 12. Power-of-Attorney for Surety's Agent to execute Bidder's Bond. | <u>✓</u> |

- 13. Complete and submit the First-tier Subcontractors Disclosure Form prior to the time listed in the advertisement for bids. Failure to submit the disclosure form will result in the bid being declared "non-responsive". ✓

- 14. Bidder's List. The bidder shall submit the name, address, DBE status, age, and gross receipts of all firms bidding or quoting subcontracts on DOT-assisted projects. The attached form in the Appendix shall be used to report this information. The bidders list shall be submitted with the bidder's sealed proposal. ✓

- 15. Submit the bid package, prior to the Bid Closing time, at the place indicated in the Invitation to Bid. The bid package shall be enclosed in an opaque, sealed envelope, marked with the project title, date of the opening, and the name and address of the Bidder. ✓

ROAD PRODUCTS, INC.

P. O. Box 11072, Spokane, WA 99211-1072

(509) 922-7847 • Fax (509) 922-9879



Project: Seal Coat & REIL Installation – AIP3-41-0034-009-2020
Subject: Evidence of Competency
Date: March 4, 2021

To: Lexington Airport, Morrow County – Lexington, OR

Experience:

Road Products, Inc. has been in business for 26 years. We are a diversified company with many specialties to include the following: Fog Sealing – Airports & Highways, Crack & Joint Sealing – Asphalt and concrete, Installation of Geotextile Paving Fabrics and Geogrids – Airports & Highways, Concrete Spall Repair – Bridges and Airports, Asphalt Patching – Airports and Highways, Traffic Signs and Unlighted Airway Sign Installation, and Pavement Marking Long Line & Symbols – Airports & Highways, and Hydro-blasting Pavement Markings

Past Projects:

<u>Year</u>	<u>Project Description</u>	<u>Contract Amount</u>	<u>Contracting Authority and Location</u>	<u>Reference and Telephone Number</u>
2020	City of Yakima Airport - Crack Routing and Seal, Asphalt Surface Treatment with Sand, Friction Testing, Paint Removal, Pavement Markings, Demolition and Installation of Wind Cone, Runway Edge/End Lights, Testing, and Cable Installation	1,277,609.74	City of Yakima – Yakima, WA	Tim Ike – JUB Engineers – 509.280.8784
2018	Snohomish County Airport – Crack Routing and Seal, Asphalt Surface Treatment with Sand, Friction Testing, Paint Removal, Rubber Removal, and Pavement Markings	602,750.29	Snohomish County – Everett, WA	Darren Murata – Dowl Engineering – 425.869.2670
2018	Ekalaka Airport – Crack Routing and Sealing, Crack Reseal, Asphalt Surface Treatment with Sand, Paint Removal, Friction Testing, Pavement Markings, Coal Tar Application	173,688.38	Carter County – Ekalaka, MT	Steve Brown – KLJ Engineering – 406-452.8600
2018	Grand Coulee Dam Airport – Crack Routing and Sealing, Wide Crack Milling and Sealing with Mastic, Paint Removal, Asphalt Surface Treatment with Sand, Friction Testing, Pavement Markings, and Unlit Guidance Signs	249,687.88	Grant County Port District #7 – Electric City, WA	Trey Dail – TO Engineers – 208.762.3644
2017	Bear Lake County Airport – Crack Routing and Sealing, Paint Removal, Asphalt Surface Treatment with Sand, Friction Testing, Pavement Markings	173,795.90	Bear Lake County – Montpelier, ID	Aaron Redd – Gale Lim Const. – 208.684.9299

Road Oiling • Paving Fabric • Pavement Markings • Water Blasting • Signage

AN EQUAL OPPORTUNITY EMPLOYER

WA Reg # ROADPI*053DT / ID Public Works # PWC-C12871-B-4
EIN # 91-1667929 / L & I Acct # 518,690-01 / Unemployment # 827860 00 1

ROAD PRODUCTS, INC.

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Personal:

- Denise Lawless - President - 30 years of contracting including all phase of day-to-day operations.
- Dave Lawless - Vice President - 30+ years in the pavement maintenance industry - supply & installation of specialized products.
- Bruce Lewis - Superintendent - 30+ years - all phases of striping and Signage - Airports & Highways
- Christopher Paullin - Superintendent - 20+ years - Fog Sealing, Signing, Paving geotextiles - Airports & Highways
- Rick Fulwiler - Chief Operations Mgr. - 25+ years - multiple Airport and Highway projects.
- Howard Johnston - Hydro-blast Operator - 10+ years - Certified Hydro-blast Operator - multiple Airports and Highway projects.
- Todd Franklin - 10+ year - Traffic Control, Crack seal, Sign Installation
- Ron Norman - General Manager - 5 years - Supervising and scheduling 100+ jobs per year.

Major Pieces of Equipment: All in good condition and Located in Spokane, WA

- 2005-2018 - Various 1-Ton Crew Trucks with air compressors & electric Gen Sets.
- 2006 - ASV with bucket and Attachments
- 2006 - Sterling Striping Truck
- 2018 - MRL Striping Truck
- 2016 Kenworth T880 Bearcat Distributor - with 20' bar, with sander unit attached
- 2008 Hydro-blaster Manufactured by NLB Corporation up to 40,000psi with 8" head
- 2017 Liquidator Truck Hydro-blaster - up to 40,000psi
- (3) 2012 Crafcoc SS250DC Oil Jacketed Crack Sealer Melter
- (2) 2011 Crafcoc Router Saws
- 2004 Elgin Broom Vac and a Tymco Vac-Truck
- (2) 2015 - Graco Line Lazer 3900 Striping Machines
- 2015 ASFT T5S Trailer mount CFME with New Generation Computer System - Friction Tester

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Financial Statements
December 31, 2020 and 2019
Road Products, Inc.

Independent Accountant's Review Report

To the Board of Directors
Road Products, Inc.
Spokane Valley, Washington

We have reviewed the accompanying financial statements of Road Products, Inc., which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Spokane, Washington
March 5, 2021

Road Products, Inc.
Statements of Operations
Years Ended December 31, 2020 and 2019

	2020	2019
Contract Revenue	\$ 8,170,077	\$ 7,407,413
Contract Costs	7,010,755	6,329,726
Gross Profit	1,159,322	1,077,687
General and Administrative Expenses	1,021,982	948,805
Operating Income	137,340	128,882
Other Income (Expense)		
Interest income	1,023	603
Interest expense	(41,965)	(79,874)
Other income	23,271	-
Gain (loss) on sale of equipment	43,000	(16,640)
Total other income (expense)	25,329	(95,911)
Net Income	\$ 162,669	\$ 32,971

Road Products, Inc.
Statements of Cash Flows
Years Ended December 31, 2020 and 2019

	2020	2019
Operating Activities		
Net income	\$ 162,669	\$ 32,971
Adjustments to reconcile net income to net cash from operating activities		
Depreciation	642,624	679,418
(Gain) loss on sale of equipment	(43,000)	16,640
Bad debt expense (recovery)	(6)	18,059
Changes in assets and liabilities		
Contract receivables	873,685	(463,894)
Receivables from related parties	(733,716)	3,796
Inventories	(199,679)	-
Prepaid expenses and other current assets	25,860	(505)
Costs and estimated earnings in excess of billings on uncompleted contracts	(59,051)	67,662
Accounts payable	479,576	83,688
Accrued expenses	76,262	8,262
Payables to related parties	(385,415)	21,747
Billings in excess of costs and estimated earnings on uncompleted contracts	(196,593)	267,407
	643,216	735,251
Net Cash from Operating Activities		
Investing Activities		
Purchase of property and equipment	(333,284)	(303,057)
Proceeds from sale of equipment	56,000	-
Principal payments on note receivable - related party	-	17,005
	(277,284)	(286,052)
Net Cash used for Investing Activities		
Financing Activities		
Proceeds from Paycheck Protection Program (PPP) Loan	299,700	-
Principal payments on long-term debt	(664,582)	(447,649)
Distributions	(1,050)	(1,550)
	(365,932)	(449,199)
Net Cash used for Financing Activities		
Net Change in Cash	-	-
Cash, Beginning of Year	-	-
Cash, End of Year	\$ -	\$ -
Supplemental Disclosure of Cash Flow Information		
Cash payments for interest	\$ 41,965	\$ 79,874
Supplemental Disclosure of Non-cash Investing and Financing Activities		
Property and equipment acquired with long-term debt	\$ 385,000	\$ -

See Independent Accountant's Review Report and Notes to Financial Statements

Property and Equipment

Property and equipment is recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is computed principally by the straight-line method over the following estimated useful lives:

Building	40 years
Plant	10 years
Machinery and equipment	5 to 7 years
Vehicles	3 to 6 years
Office equipment	3 to 7 years
Leasehold improvements	7 to 40 years

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment there was no impairment at December 31, 2020 and 2019.

Income Taxes

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2020 and 2019, the unrecognized tax benefit accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense if incurred.

Contract Revenue and Cost Recognition

Revenue from fixed-price construction contracts is recognized on the percentage-of-completion method, measured by the percentage of contract costs incurred to date to estimate total contract costs for each contract. This method is used because the Company considers expended contract costs to be the best available measure of progress on these contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change in the near term. Revenue from time and materials contracts is recognized currently as the work is performed. Revenue from cost-plus-fee contracts is recognized on the basis of costs incurred during the period plus the fee earned, measured by the cost to cost method, or ratably over the term of the project, depending upon the terms of the individual contract. Each contract is specific to the nature of promised goods or services to be provided to the customer which is the performance obligation.

COVID-19 Considerations

The COVID-19 pandemic has impacted and could further impact the Company's operations and the operations of the Company's suppliers and vendors as a result of quarantines, facility closures, and travel and logistics restrictions. The extent to which the COVID-19 pandemic impacts the Company's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to the duration, spread, severity, and impact of the COVID-19 pandemic, the effects of the COVID-19 pandemic on the Company's customers, suppliers, and vendors and the remedial actions and stimulus measures adopted by local and federal governments, and to what extent normal economic and operating conditions can resume. Even after the COVID-19 pandemic has subsided, the Company may continue to experience adverse impacts to its business as a result of any economic recession or depression that has occurred or may occur in the future. Therefore, the Company cannot reasonably estimate the impact at this time.

Subsequent Events

The Company has evaluated subsequent events through March 5, 2021, the date these financial statements were available to be issued.

Note 2 - Contract Receivables

Contract receivables consist of the following at December 31, 2020, 2019, and 2018.

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Completed contracts	\$ 502,368	\$ 909,295	\$ 515,004
Contracts in progress	140,203	652,753	641,961
Retainage	<u>191,244</u>	<u>145,446</u>	<u>104,694</u>
	<u>\$ 833,815</u>	<u>\$ 1,707,494</u>	<u>\$ 1,261,659</u>

Note 5 - Line of Credit

The Company does not have its own line of credit agreement in place. Instead, all related entities are under one \$1,000,000 master line of credit agreement, provided by Washington Trust Bank, under Arrow Construction Supply, Inc. Borrowings under the master line of credit accrue interest at 5%. All of these related entities are guarantors on this master line of credit (see Note 12).

Accordingly, any funding needs of the Company would be drawn by Arrow Construction Supply, Inc. from this master line agreement. At December 31, 2020 and 2019, the Company had no outstanding balances related to this line of credit agreement.

The master line of credit agreement contains certain financial covenants that require maintenance of minimum amounts of working capital and debt service and maximum amounts of debt to worth and capital expenditures that are measured annually.

Note 6 - Long-Term Debt

Long-term debt consists of:

	2020	2019
4.93% note payable to Washington Trust Bank, due in monthly installments of \$16,454, including interest, to September 2023, secured by all equipment of the Company and related party entities	\$ 505,729	\$ 673,225
4.25% note payable to Washington Trust Bank, due in monthly installments of \$5,003, including interest, to January 2020, secured by all equipment of the Company and related party entities	-	2,757
4.50% note payable to Washington Trust Bank, payable in monthly installments of \$10,275, including interest, to August 2020, secured by all equipment of the Company and related party entities and personally guaranteed by the stockholders and related party entities	-	80,641
4.85% note payable to Wells Fargo Equipment Finance, Inc., payable in monthly installments of \$9,942, including interest, to June 2022, secured by equipment and personally guaranteed by the stockholders of the Company	162,586	271,274
0% note payable to PNC, LLC, due on demand, secured by equipment	80,000	-
	748,315	1,027,897
Less current maturities	(370,421)	(359,963)
Long-term debt, less current maturities	\$ 377,894	\$ 667,934

Note 9 - Retirement Plan

The Company has a retirement plan covering all eligible employees. Contributions are based on a match of each individual employee's elective deferral, on a dollar-for-dollar basis, up to a maximum of 4% of the employee's total compensation. Employee deferrals are limited to the amount allowable under current laws. Matching contributions amounted to \$25,293 and \$21,123 for the years ended December 31, 2020 and 2019, respectively.

Note 10 - Intention to Declare Distribution

The Board of Directors does not intend to declare distributions subsequent to the balance sheet date to assist the stockholders in paying their personal income tax on the 2020 income of the Company.

Note 11 - Contingency

The Company is a guarantor of debts held by LawFam, LLC, a company related through common ownership. The debts are payable in monthly installments of \$5,068, including interest at 3.75%, through April 2024. The outstanding balance on these debt were \$615,753 and \$335,640 at December 31, 2020 and 2019, respectively, and LawFam, LLC is current with its payments.

The Company is the guarantor of debt held by LMS Properties, LLC, a company related through common ownership. The debt is payable in monthly installments of \$2,704, including interest at 4.33%, through September 2027. The outstanding balance on this debt was \$381,996 and \$398,494 at December 31, 2020 and 2019, respectively, and LMS Properties, LLC is current with its payments.

The Company is the guarantor of debt held by Lawless Farrow, LLC, a company related through common ownership. The debt is payable in monthly installments of \$5,627, including interest at 3.95%, through January 2030. The outstanding balance on this debt was \$508,191 and \$0 at December 31, 2020 and 2019, respectively, and Lawless Farrow, LLC is current with its payments.

The Company is the guarantor of debt held by Arrow Concrete & Asphalt Specialties, Inc. a company related through common ownership. The debt is payable in monthly installments of \$1,284, including interest at 4.93%, through September 2023. The outstanding balance on this debt was \$39,517 and \$52,585 at December 31, 2020 and 2019, respectively, and Arrow Concrete & Asphalt Specialties, Inc. is current with its payments.

The Company is the guarantor of debt held by Arrow Construction Supply, Inc. a company related through common ownership. The debt is payable in monthly installments of \$3,952, including interest at 4.93%, through September 2023. The outstanding balance on this debt was \$120,887 and \$161,146 at December 31, 2020 and 2019, respectively, and Arrow Construction Supply, Inc. is current with its payments.

The Company is a guarantor of debts held by Intermountain Sign and Safety, Inc., a company related through common ownership. The debts are payable in monthly installments of \$7,466, including interest ranging 4.43%-4.93%, through September 2023. The outstanding balance on these debt were \$178,162 and \$266,832 at December 31, 2020 and 2019, respectively, and Intermountain Sign and Safety, Inc., is current with its payments.

Road Products, Inc.
Notes to Financial Statements
December 31, 2020 and 2019

	2020	2019
Payable to		
Mort's Dust and Erosion Control, Inc.	\$ -	\$ 377,495
Intermountain Sign & Safety, Inc.	4,957	1,077
Lawfam, LLC	-	1,400
Lawless Farrow, LLC	-	6,500
Lawless, LLC	-	3,900
	\$ 4,957	\$ 390,372

The Company's maximum exposure to the above related entities at consists of the above receivables as well as the guarantees disclosed in Note 11.

Note 13 - Shared Service Cost Allocation

Management allocates shared services costs amongst all of its commonly controlled entities (see Note 12). The majority of these costs are attributable to administrative and management services which reside in Arrow Construction Supply, Inc. and shop costs which reside in Mort's Dust and Erosion Control, Inc.

The Company's share of this allocation for the years ended December 31, 2020 and 2019 were as follows:

	2020	2019
Indirect contract costs		
Shop cost allocation	\$ 224,843	\$ 185,906
General and administrative expenses		
Shared services allocation	\$ 257,437	\$ 214,985

Note 14 - Backlog

Following is a reconciliation of the backlog of signed construction contracts on which work has commenced:

	2020	2019
Balance, beginning of year	\$ 1,078,269	\$ 508,604
New contracts and adjustments	9,171,872	7,977,078
Less contract revenue earned	10,250,141 (8,170,077)	8,485,682 (7,407,413)
Balance, end of year	\$ 2,080,064	\$ 1,078,269

In addition, between January 1, 2021 and March 5, 2021, the company entered into contracts with revenue of approximately \$1,144,600.

Independent Accountant's Review Report on Supplementary Information

To the Board of Directors
Road Products, Inc.
Spokane Valley, Washington

We have reviewed the financial statements of Road Products, Inc. for the years ended December 31, 2020 and 2019, and have issued our report thereon dated March 5, 2021. The reviews were made primarily for the purpose of expressing a conclusion about whether any material modifications should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. The accompanying supplementary information appearing on pages 17 through 21 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplemental information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

During our reviews, we became aware of the following departure from generally accepted accounting principles which requires indirect contract costs be allocated to contract costs. The supplementary schedules on pages 17 through 21 do not include the allocation of certain indirect contract costs. The effects of this departure from generally accepted accounting principles have not been determined.

Spokane, Washington
March 5, 2021

Road Products, Inc.
Schedules of General and Administrative Expenses
Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Advertising	\$ 2,216	\$ 2,181
Bad debt expense (recovery)	(6)	18,059
Bank and service charges	3,789	3,360
Building maintenance	27,918	22,498
Business taxes	9,942	13,041
Compensation and benefits	387,850	362,863
Contributions	3,000	3,100
Depreciation	5,332	6,734
Dues and subscriptions	12,199	13,758
Insurance	18,349	26,260
Legal and accounting	23,788	14,836
Meals and entertainment	2,767	3,603
Office expense	13,366	15,395
Rent	182,250	166,600
Retirement plan	25,293	21,123
Schools and seminars	469	1,400
Shared services allocation	257,437	214,985
State income taxes	254	20
Telephone	11,135	10,356
Travel	12,776	5,567
Utilities	21,858	23,066
	<u>\$ 1,021,982</u>	<u>\$ 948,805</u>

Road Products, Inc.
Schedule of Completed Contracts
December 31, 2020

Contract		Total Contract			Before January 1, 2020			For the Year Ended December 31, 2020		
Job No.	Description	Contract Revenue	Contract Costs	Gross Profit	Revenue Earned	Contract Costs	Gross Profit	Revenue Earned	Contract Costs	Gross Profit
RN3081	Lakes Hwy/ Striping 2020-Pvmt	\$ 127,566	\$ 105,961	\$ 21,605	\$ -	\$ -	\$ -	\$ 127,566	\$ 105,961	\$ 21,605
RN3124	City of CDA/2020 Chip Seal-Chip	654,217	513,839	140,378	-	-	-	654,217	513,839	140,378
RN3187	Poe/US95 SH41 FY21 D1 Sealcoat-Pvmt	106,053	82,052	24,001	-	-	-	106,053	82,052	24,001
RN3223	RPI/Dalton Garden-Chip	295,618	179,082	116,536	-	-	-	295,618	179,082	116,536
RN3287	RPI/Dalton Gardens 2020 Rpr-Asph	124,083	58,348	65,735	-	-	-	124,083	58,348	65,735
RN3477	HMH Engineering-Chip	127,574	99,331	28,243	-	-	-	127,574	99,331	28,243
RP0014	Garco/CSO Lincoln-Hydro,Pvmt,Sign,Asph	113,587	48,633	64,954	49,887	29,718	20,169	63,700	18,915	44,785
RP2242	Winkler/US2 Deer Hts-Pvmt,Sign	220,472	109,047	111,425	150,751	104,402	46,349	69,721	4,645	65,076
RP2262	Port of Moses-Pvmt, Mkg	121,446	58,443	63,003	65,918	37,946	27,972	55,528	20,497	35,031
RP2348	Apollo/US 95 Access-Pvmt,Mkg,Sign	302,663	223,187	79,476	165,057	129,921	35,136	137,606	93,266	44,340
RP2400	Beaverhead Cnty/Dillon Air-Asph,Pvmt,Chip	281,469	225,772	55,697	234,590	191,011	43,579	46,879	34,761	12,118
RP2421	Interstate/St Joe Rvr Rd-Pvmt,Sign,Salsa	189,077	103,937	85,140	128,176	98,692	29,484	60,901	5,245	55,656
RP2472	MT DOT/Lincoln Airport-Asph,Wk,Pvmt	140,569	110,015	30,554	6,857	5,240	1,617	133,712	104,775	28,937
RP3087	CWA/20 Eastern Region-Asph,Pvmt	162,373	125,890	36,483	-	-	-	162,373	125,890	36,483
RP3188	POE/Southway Bridge Pavement-Asph,Pvmt	253,356	137,280	116,076	-	-	-	253,356	137,280	116,076
RP3548	Inland/COS Grind-Overlay-Asph,Pvmt,Sign	129,627	87,054	42,573	-	-	-	129,627	87,054	42,573
	Miscellaneous Small Jobs	3,768,693	2,047,716	1,720,977	203,737	155,495	48,242	3,564,956	1,892,221	1,672,735
		<u>\$ 7,118,443</u>	<u>\$ 4,315,587</u>	<u>\$ 2,802,856</u>	<u>\$ 1,004,973</u>	<u>\$ 752,425</u>	<u>\$ 252,548</u>	<u>\$ 6,113,470</u>	<u>\$ 3,563,162</u>	<u>\$ 2,550,308</u>

All contracts are fixed-price contracts.



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

(For BOC Use)
Item #
4f

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

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

Phone Number (Ext): x5302
Requested Agenda Date: 05/19/2021

General Fund Interfund Loan to 5310-FTA Grant Fund R-2021-13

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

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

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

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

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

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

The 5310-FTA Grant Fund is supported by Grant Revenue for operations. A cost reimbursement grant from Oregon Department of Transportation has been received in the amount of \$142,956. The 5310-FTA Grant Fund requires an interfund loan until the funds for fiscal year 2020-2021 are received.

The interfund loan request is in the amount of \$142,956 and would be repaid with the grant revenue pursuant to ORS 294.468.

2. FISCAL IMPACT:

The General Fund will loan the 5310-FTA Grant Fund the amount of \$142,956 per Resolution R-2021-13.

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

Moved to approve the General Fund interfund loan to 5310-FTA Grant Fund in the amount of \$142,956 per Resolution R-2021-13.

Attach additional background documentation as needed.

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

In the Matter of General Fund Making a)
Loan to 5310-FTA Grant Fund, Pursuant) RESOLUTION NO. R-2021-13
To ORS 294.468.)

WHEREAS, ORS 294.468(1) allowing the governing body of a municipal corporation to loan money from any fund to any other fund of the municipal corporation whenever the loan is authorized by official resolution or ordinance of the governing body.

WHEREAS, ORS 294.468(2)(d) if the interfund loan is an operating loan, provide that the money loaned shall be budgeted and repaid to the fund from which the money was borrowed by the end of the ensuing year or ensuing budget period.

WHEREAS, the Morrow County – General Fund, will loan the 5310-FTA Grant Fund, the amount of \$142,956 for operating purposes until grant reimbursements are made.

NOW THEREFORE, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following loan from the Morrow County General Fund to the 5310-FTA Grant Fund.

	Increase <u>(Decrease)</u>
<u>General Fund</u>	
Due from Other Funds	\$142,956
<u>5310-FTA Grant Fund</u>	
Due to General Fund	(\$142,956)

Dated this 19th day of May, 2021.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

PACKET : 04234 R-2021-13

APPROVED: NO

JE NO#	DESC: Bdgt Loan Tfr R-2021-13	POSTING DATE: 5/19/2021	REVERSING DATE:	AMOUNT
ACCOUNT	ACCOUNT NAME	REFERENCE	DESCRIPTION	
101 100-1-70-7001	DUE FROM OTHER FUNDS		Bdgt Loan Tfr R-2021-13	142,956.00
504 100-2-40-4002	DUE TO OTHER FUNDS		Bdgt Loan Tfr R-2021-13	142,956.00CR
101 100-1-10-1500	GENERAL FC W/TREASURER		Bdgt Loan Tfr R-2021-13	142,956.00CR
504 100-1-10-1500	STO FC W/TREAS		Bdgt Loan Tfr R-2021-13	142,956.00
TOTAL CREDITS:	\$	285,912.00CR		
DEBITS:	\$	285,912.00		

PACKET : 04234 R-2021-13

APPROVED: NO

*** ACCOUNT TOTALS ***

ACCOUNT	ACCOUNT NAME	DEPARTMENT	AMOUNT
101 100-1-10-1500	GENERAL FC W/TREASURER	N/A	142,956.00CR
101 100-1-70-7001	DUE FROM OTHER FUNDS	N/A	142,956.00
504 100-1-10-1500	STO FC W/TREAS	N/A	142,956.00
504 100-2-40-4002	DUE TO OTHER FUNDS	N/A	142,956.00CR

JOURNAL ENTRIES: 1

ENTRIES: 4

O/B JOURNAL ENTRIES: 0

ERRORS: 0

WARNING: 0

TOTAL CREDITS: \$ 285,912.00CR

DEBITS: \$ 285,912.00

** END OF REPORT **



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

(For BOC Use)
Item #
69

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

Staff Contact: Stephanie Case
Department: Planning

Phone Number (Ext): 541-922-4624
Requested Agenda Date: 05-19-2021

Short Title of Agenda Item: (No acronyms please)
Morrow County Code Enforcement Ordinance Update
Adopting Ordinance 1st Reading; ORD-2021-4

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:

Tamra Mabbott May 14, 2021 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

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

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

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

Based on the outcome of the Public Hearing held on May 12, 2021, the item before you is the first reading of the Adopting Ordinance to Update the Code Enforcement Ordinance which includes the following:

- A new section addressing compliance with Zoning and Subdivision Ordinances
- A subsection in the Vehicles section that addresses Nuisance Vehicle Storage
- Updated definitions related to the proposed changes

2. FISCAL IMPACT:

There is no direct fiscal impact to the County.

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

Not at this time.

Attach additional background documentation as needed.

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

AN ORDINANCE ADOPTING AN UPDATE TO)
THE MORROW COUNTY CODE ENFORCEMENT)
ORDINANCE, ADDING COMPLIANCE WITH) ORD NO. ORD-2021-4
ZONING AND SUBDIVISION ORDINANCES)
AND ADDRESSING VEHICLE NUISANCE)
STORAGE. THIS ACTION REPEALS AND)
REPLACES ORDINANCE ORD-2019-4.)

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

WHEREAS, it is a concern of Morrow County that the Code Enforcement Ordinances have consistent and achievable enforcement of State regulations and Morrow County Codes; and

WHEREAS, the current Code Enforcement Ordinance was updated in 2019 and specific topics were inadvertently omitted in the redevelopment; and

WHEREAS, the Code Enforcement Ordinance should address compliance with other County Ordinances, including the Zoning and Subdivision Ordinances; and

WHEREAS, nuisance vehicles in the County are a cause for concern and the County has the opportunity to address those concerns through a definition of Vehicle Nuisance Storage; and

WHEREAS, the Planning Department, in consultation with the Community Development Director, Sheriff's Office, and County Counsel redrafted the current Code Enforcement Ordinance to incorporate new sections to address compliance with the Zoning and Subdivision Ordinances and nuisance vehicles; and

WHEREAS, the draft proposed changes were posted on the County website and notice was published in the East Oregonian and Heppner Gazette Times of a 20-day comment period; and

WHEREAS, no public comment was received on the proposed changes; and

WHEREAS, the Morrow County Board of Commissioners held two public hearings to consider the adoption of the Code Enforcement Ordinance on May 5, 2021, at the Bartholomew Building in Heppner, Oregon and virtually via Zoom Video Conference, and on May 12, 2021, at the Bartholomew Building in Heppner, Oregon and virtually via Zoom Video Conference; and

WHEREAS, the Morrow County Board of Commissioners did deliberate and adopt the Code Enforcement Ordinance on May 12, 2021; and

NOW THEREFORE, BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE MORROW COUNTY CODE ENFORCEMENT ORDINANCE. THE BOARD OF COMMISSIONERS ALSO REPEALS AND REPLACES ORDINANCE ORD-2019-4 RELATING TO THE CURRENT CODE ENFORCEMENT ORDINANCE.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2021 Code Enforcement Ordinance Update.”

Section 2 Affected and Attached Documents:

The Morrow County Code Enforcement Ordinance adopted as ORD-2019-4 is repealed.

The Morrow County Code Enforcement Ordinance adopted as ORD-2021-4 is attached and adopted.

Section 3 Effective Date:

This Ordinance shall be effective on September 1, 2021.

Date of First Reading: May 19, 2021

Date of Second Reading: June 2, 2021

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 2nd DAY OF JUNE 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 ADOPTING AN UPDATE TO)
THE MORROW COUNTY CODE ENFORCEMENT)
ORDINANCE, ADDING COMPLIANCE WITH) ORD NO. ORD-2021-4
ZONING AND SUBDIVISION ORDINANCES)
AND ADDRESSING VEHICLE NUISANCE)
STORAGE. THIS ACTION REPEALS AND)
REPLACES ORDINANCE ORD-2019-4.)

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

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WHEREAS, the current Code Enforcement Ordinance was updated in 2019 and specific topics were inadvertently omitted in the redevelopment; and

WHEREAS, the Code Enforcement Ordinance should address compliance with other County Ordinances, including the Zoning and Subdivision Ordinances; and

WHEREAS, nuisance vehicles in the County are a cause for concern and the County has the opportunity to address those concerns through a definition of Vehicle Nuisance Storage; and

WHEREAS, the Planning Department, in consultation with the Community Development Director, Sheriff's Office, and County Counsel redrafted the current Code Enforcement Ordinance to incorporate new sections to address compliance with the Zoning and Subdivision Ordinances and nuisance vehicles; and

WHEREAS, the draft proposed changes were posted on the County website and notice was published in the East Oregonian and Heppner Gazette Times of a 20-day comment period; and

WHEREAS, no public comment was received on the proposed changes; and

WHEREAS, the Morrow County Board of Commissioners held two public hearings to consider the adoption of the Code Enforcement Ordinance on May 5, 2021, at the Bartholomew Building in Heppner, Oregon and virtually via Zoom Video Conference, and on May 12, 2021, at the Bartholomew Building in Heppner, Oregon and virtually via Zoom Video Conference; and

WHEREAS, the Morrow County Board of Commissioners did deliberate and adopt the Code Enforcement Ordinance on May 12, 2021; and

NOW THEREFORE, BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS THE MORROW COUNTY CODE ENFORCEMENT ORDINANCE. THE BOARD OF COMMISSIONERS ALSO REPEALS AND REPLACES ORDINANCE ORD-2019-4 RELATING TO THE CURRENT CODE ENFORCEMENT ORDINANCE.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2021 Code Enforcement Ordinance Update.”

Section 2 Affected and Attached Documents:

The Morrow County Code Enforcement Ordinance adopted as ORD-2019-4 is repealed.

The Morrow County Code Enforcement Ordinance adopted as ORD-2021-4 is attached and adopted.

Section 3 Emergency Clause and Effective Date:

The Morrow County Board of Commissioners declared an emergency to assist the implementation and consistency of the Code Enforcement Ordinance. This Ordinance shall be effective on July 5, 2021.

Date of First Reading: May 19, 2021
Date of Second Reading: June 2, 2021

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 2nd DAY OF JUNE 2021.

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

Don Russell, Chair

Approved as to Form:

Jim Doherty, Commissioner

Morrow County Counsel

Melissa Lindsay, Commissioner



Morrow County Code Enforcement Ordinance

Original Adoption: July 1, 2009
County Ordinance No. MC-02-2009

Update Effective: September 1, 2021
County Ordinance No. ORD-2021-4



Morrow County Code Enforcement Ordinance

Original Adoption: July 1, 2009
County Ordinance No. MC-02-2009

Update Effective: July 5, 2021
County Ordinance No. ORD-2021-4

The Code Enforcement Ordinance

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Section 1. Purpose and Policy

Authority

This Ordinance is adopted pursuant to the authority granted to general law counties by ORS Chapter 203 for the purpose of providing procedures to be used in enforcing the Morrow County Code. It is a violation under ORS 203.065 to fail to comply with any provision or requirement of a County ordinance, order, permit approval, consent agreement, enforcement order or state statute which the County has the authority to enforce.

1.100 Purpose

The purpose of this Ordinance is to provide for the welfare, safety and health of the citizens of Morrow County by establishing a procedure wherein the ordinances of Morrow County and State Statute can be enforced. In order to ensure timely and uniform enforcement of County ordinances and to maintain public confidence and certainty in County ordinances, it is necessary to enact the enforcement procedures in this Ordinance.

1.200 Application

County policies and ordinances to be enforced under this Ordinance are those contained herein and the Morrow County Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Solid Waste Management Ordinance to the extent it is not enforced under specific enforcement procedures contained therein, and city comprehensive or development or land use ordinances co-adopted by the County pursuant to a Joint Management Agreement. A violation in any provision in any chapter of a Morrow County Ordinance that does not have an enforcement procedure in that Ordinance to dispose of a violation is subject to this Ordinance.

Except for a violation which unmistakably exists and imminently endangers health or property, a complaint shall be first placed against any applicable permit approved by the County under the Morrow County Zoning Ordinance, Subdivision Ordinance or Solid Waste Management Ordinance. This Ordinance shall apply when the permit language does not address violations relating to the particular complaint.

1.300 Other Applications

A violation of an Oregon State Statute (ORS) or Oregon Administrative Rule (OAR) that is not adopted by this Ordinance may be enforced in the manner provided in that statute or rule by a person having lawful authority to enforce such statute or rule.

Section 2. Definitions

For the purpose of this Ordinance the following definitions apply:

Abandoned vehicle means a vehicle which satisfies one of the following criteria: a vehicle that is disabled, abandoned, parked or left standing unattended upon the right-of-way of any county road, state highway, or upon any street or alley over which Morrow County has jurisdiction, or upon any county property.

Abatement means any action on public or private property and any adjacent property as may be necessary to remove or alleviate a nuisance, including but not limited to, demolition, removal, repair, boarding and securing or replacement of property.

Attractive Nuisance is any negligent action or condition of property which would be both attractive and dangerous to curious children, or attract an infestation.

Chronic Dereliction means whenever a derelict building remains unoccupied for a period in excess of 6 months or a period less than 6 months when the building or portion thereof constitutes an attractive nuisance or hazard to the public.

Chronic Offender means a responsible party who has not complied with an order of the Code Enforcement Officer or Justice of the Peace for any number of violations within twelve consecutive months.

Citation, Complaint & Summons means the official form which charges a person(s) with a violation of a County Ordinance and requires that person to appear before the Court to answer the charges specified.

Code Enforcement File means the public record retained in the Morrow County Sheriff's Office which shall contain all documents, reports, evidence and other information concerning a particular complaint or enforcement action.

Code Enforcement Officer means the person(s) whose primary duties are to conduct code investigations, issue stop work or stop use orders, issue citations, and generally initiate enforcement actions under this Ordinance. Enforcement officers have all authority to carry out the purposes of this Ordinance and the provisions of the Code under their authority. These persons may include any law enforcement officer, Code Enforcement Officer, Public Health Official, Administrator, or Director, Solid Waste Administrator, Building Official, Weed Coordinator/Inspector, and Planning Official.

Complainant means a person(s) who initiates a complaint against another person(s) alleging a violation of a County ordinance which is authorized by a Board of Commissioners order to be enforced under this Ordinance.

Consent Agreement means a written agreement signed by the responsible party(s) (as defined below) and the Code Enforcement Officer stating the specific steps or conditions which the responsible party(s) must take or meet to cure a violation of a County ordinance.

Debris means the remains of something broken down or destroyed, including, but not limited to, scrap metal, paper, plastic or wood, pieces of asphalt, concrete, lumber or

other building supplies or yard clippings or cuttings of plant material.

Derelict building means any building, structure, or portion thereof which is unoccupied and meets any of the following criteria or any residential structure which is at least 50% unoccupied and meets any of the following criteria: 1) Has been ordered vacated by a process outlined within this Ordinance; 2) Has been issued a correction notice by a process outlined within this Ordinance; 3) Is unsecured; 4) Is boarded; 5) Has been posted for violation of any portion of this Ordinance more than once in any two year period; or 6) Has, while vacant, had a nuisance abated by the County pursuant to this Ordinance.

Garbage, Trash or Waste means all useless or discarded putrescible and non-putrescible materials, including but not limited to rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste.

This definition also includes medical and infectious waste as defined in ORS 459.386 and OAR 340-93-030(42) and (52); all wastes capable of being recycled that are commingled with other wastes; and incidental Household Hazardous Waste or Small Quantity Generator Hazardous waste as defined under 40 CFR 261.5. The fact that materials, which would otherwise come within the definition of Garbage, Trash, or Waste, may from time-to-time have value and thus could be utilized, shall not remove them from the definition.

Hazardous Vehicle means a vehicle left in a location or condition such as to constitute an immediate threat to the safety of vehicular or pedestrian traffic and as defined in Oregon State Highway Division Administrative Rule OAR 734-020-0147.

Household Hazardous Waste means any discarded, useless or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households and is generated by the household. Household hazardous waste may include but is not limited to some cleaners, solvents, pesticides and automotive and paint products.

Infestation means to be overrun to an unwanted degree or in troublesome manner, especially as predatory animals, insects, or vermin do.

Invasive Species means an organism that causes ecological or economic harm in a new environment where it is not native.

Junk includes, but is not limited to, nuisance vehicles, all vehicles, vehicle parts, abandoned automobiles, machinery, machinery parts, appliances or appliance parts, iron or other metal, glass, paper, lumber, wood or other useless, unwanted or discarded material. The fact that materials, which would otherwise come within the definition of Junk, may from time-to-time have value and thus could be utilized, shall not remove them from the definition. For purposes of this subsection, the term "junk"

shall include, but not be limited to, a description of items which are dilapidated, abandoned, inoperable, or otherwise in a state of disrepair. Junk means broken, discarded or accumulated objects including but not limited to appliances, building supplies, furniture, vehicles, or parts of vehicles. This definition is not meant to include “bone yard” as defined in the Solid Waste Management Plan.

Justice of the Peace (JP) means the elected official in Morrow County who handles minor legal issues such as traffic offenses and code enforcement violations.

Livestock means domestic animals of types customarily raised or kept on a farm for profit or other purposes.

Motor Vehicle means a vehicle that is self-propelled or designed for self-propulsion.

Noise Nuisance means any sound which a) injures or endangers the safety or health of humans; or b) annoys or disturbs a reasonable person of normal sensitivities.

Noxious Weed means any plant which is determined by the Board of Commissioners to be injurious to public health, crops, livestock, land or other property. (See Appendix A)

Nuisance means any thing, substance, or act that is a threat to the public health, safety, or welfare.

Nuisance Vehicle means a vehicle that meets at least one of the following conditions:

- a. Is not currently licensed and registered for operation.
- b. Is being used to store junk, solid waste, or waste as defined in this section; or
- c. Has parts which have been discarded, dismantled, or partially dismantled, or stripped, or the vehicle is in a rusted, damaged, wrecked or other condition which renders the vehicle inoperable.

Penalty means a fine assessed according to the schedule set forth in the applicable ordinance(s) against a responsible party(s) upon a finding by the Justice Court that a violation has occurred.

Person means any public or private corporation, local governmental unit, public agency, individual, partnership, association, firm, trust, estate or any other legal entity, contractor, subcontractor or combination thereof.

Person in Control of Property means an owner, agent, contract purchaser, lessee, occupant, or other person having possession or control of property.

Place or Property means any premises, room, house, building or structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

Public Safety Officer means a peace officer, Morrow County Code Enforcement Officer, fire prevention inspector, firefighter, or any person who, during an emergency formally declared by the Morrow County Board of Commissioners, has been deputized by and is acting pursuant to the orders of the Morrow County Sheriff.

Responsible Party/Violator means an owner, title holder, contract seller, contract buyer, possessor or user of the land upon which a violation is occurring, or the person(s) responsible for the action, conduct, or omission which constitutes a violation of a County ordinance, may each be held responsible for a violation of a County ordinance.

Stop Work or Stop Use Order means a formal written order issued by the Code Enforcement Officer or Building Official directing that any work, action or use is in violation of a County ordinance, must stop immediately. Such an order must be issued according to the requirements of Section 14 of this Ordinance.

Street or Roadway means that portion of the road right-of-way developed for vehicular traffic.

Unsafe Building means any building or structure where defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered.

Vehicle means any device in, upon or by which any person or property is or may be transported or drawn upon a public highway and includes vehicles that are propelled or powered by any means.

Violation means an offense created by an ordinance of Morrow County or the State which is punishable by a fine or punishment in addition to a fine but does not provide that the offense is punishable by a term of imprisonment.

Weeds of Economic Importance means weeds which result in economic impact and which are identified by the Weed Advisory Board and approved by Board of Commissioners as appropriate targets for intensive control or eradication as feasible. (See Appendix B)

Section 3. Jurisdiction

This Ordinance shall apply within those areas located inside Morrow County which are situated outside the city limits of an incorporated city. The Circuit and Justice Courts for the State of Oregon for the County of Morrow have concurrent jurisdiction over any and all violations of this Ordinance.

Section 4. Vehicles

4.100 Abandoned Vehicles

An abandoned vehicle may be taken into immediate custody and removed by an appropriate authority. The Morrow County Sheriff has all authority to enforce ORS 819.100 - 819.200.

4.200 Disposal of Vehicles at the Request of a Person in Lawful Possession (junk slips)

- A. A person may make a request to the Morrow County Sheriff's Office, or designee, to dispose of a vehicle that is on the private property of the person and that is appraised at a value of \$500.00 or less, as determined by a holder of a certificate issued under ORS 819.230, if the person is in lawful possession of the vehicle. For the purposes of this subsection, a person need not have the certificate of title to be in lawful possession of the vehicle.
- B. When the Sheriff's Office chooses to dispose of a vehicle under Section A above, the Sheriff's Office shall do all of the following:
 - 1. Photograph the vehicle.
 - 2. Verify that the person is in lawful possession of the vehicle.
 - 3. Provide notification on a "junk slip" document recording the vital information of an abandoned or accumulated vehicle to the person requesting the disposal and the Department of Motor Vehicles of all of the following:
 - a. The name and address of the person requesting the disposal;
 - b. The vehicle identification number;
 - c. The appraised value of the vehicle;
 - e. The name and address of the authority disposing of the vehicle.
 - 4. Dispose of the vehicle and its contents to a person who holds a valid dismantler certificate issued under ORS 822.110.
- C. The Sheriff's Office may charge the person requesting the disposal a fee to dispose of the vehicle.
- D. Disposal of a vehicle to a dismantler as provided in this section extinguishes all prior ownership and possessory rights. No title shall further be issued upon the vehicle, including salvage title.
- E. In lieu of submitting ownership or other title documents for the vehicle, the Sheriff's Office may submit to the dismantler a copy of the junk slip notification provided to the Department of Motor Vehicles under subsection B. of this section.

4.300 Vehicle Impound

A police officer who has probable cause to believe that a person, at or just prior to the time the police officer stops the person, has committed an offense described in Oregon Statute may, without prior notice, order the vehicle impounded until a person with right to possession of the vehicle complies with the conditions for release or the vehicle is ordered released by a hearings officer.

4.400 Towing and Storage Liens

The lien that attaches to the vehicle shall be a possessory chattel lien in accordance with ORS 87.142 and shall be foreclosed in the manner provided in ORS 87.152 to 87.212. If the appraised value of the vehicle is \$1,000.00 or less, the vehicle shall be disposed of in the manner provided in ORS 819.220. Evidence regarding market value from any person who deals, trades, buys, or disposes of such vehicles in the ordinary

course of such person's business shall be sufficient to establish market value.

4.500 Suspension of Notice and Hearing Requirements

In all cases where removal, towing or impoundment of any vehicle has been performed by persons engaged in emergency operations after formal declaration of emergency by the Morrow County Board of Commissioners, all notice and hearings requirements shall be suspended and held in abeyance until abatement of the conditions creating the emergency reasonably allow for providing notice and hearing.

4.600 Vehicles as attractive nuisances

No person in charge of property may permit, or no person may cause to exist, vehicles or parts thereof, which could cause an attractive nuisance or infestation.

4.700 Nuisance Vehicle Storage

- A. Storing or permitting to be stored more than two nuisance vehicles, or portions thereof, or any vehicle leaking fluids onto the ground or into a waterway, on any private property is prohibited, unless the vehicle is completely enclosed within a building, is covered with a fitted car cover specifically designed to protect vehicles from the elements, or is stored on the premises of a business enterprise dealing in used vehicles that is being lawfully conducted within the County;
- B. Farm-related equipment that is not required to be registered as a motor vehicle is excluded from this section if it meets the following criteria:
 - 1. Equipment function is clearly related to farming/ranch practices and/or the equipment is historically related to agricultural operations, such as combines;
 - 2. Equipment is not leaking fluids onto the ground or into a waterway.

The owner of record or person in charge of the property must be able to demonstrate that non-registered farm equipment is either used as part of the agricultural operation or is of historical significance.

- C. Removal of an unregistered or inoperable vehicle from one tax lot to another tax lot, or removal of an unregistered or inoperable vehicle from private property onto a public right-of-way, or removal of an unregistered or inoperable vehicle from one location to another location on a public right-of-way, after the responsible party has received a Notice of Violation shall not prevent the County from proceeding with the process to have the vehicle towed from a tax lot or the public right-of way and impounded under the provisions of Chapter 3.
- D. Illegal Parking lot: Storing or permitting to be stored in excess of 30 days within any consecutive twelve (12) month period, more than three operational and registered vehicles, not registered to the property address, unless they are completely enclosed within a building or are stored on the premises of a business enterprise dealing in new or used vehicles or the storage of vehicles lawfully conducted within the County.

Section 5. Nuisances

5.100 Nuisances

No person in charge of property may permit, or no person may cause to exist, any thing, substance, or act that is an imminent threat to the public health, safety, or welfare. An imminent nuisance may be summarily abated as provided in Section 12.

5.200 General Nuisance

- A. All accumulation of garbage, waste and debris must be in accordance with the requirements of the Solid Waste Ordinance. No person in charge of property may permit, or no person may cause to exist, accumulation of debris, garbage, junk, or animal excrement that are not removed within a reasonable time, except as follows:
1. junk may be accumulated if authorized by permit or business license.
 2. yard cuttings, other than grass clippings, may be accumulated on property owned or leased by the person for burning at the first available burn season. It is the landowners' responsibility to obtain any required burning permits.
 3. yard cuttings and other organic material may be accumulated on property owned or leased by a person for composting, if maintained in a manner that does not attract vermin and does not produce an offensive odor.
 4. garbage may be accumulated in order to be hauled by a licensed solid waste hauler or to be taken by the person to an authorized depository if the garbage is secured within a fly-proof, rodent-proof, water-tight covered container that is kept clean and in good repair, and is removed within a reasonable time.
 5. animal excrement from livestock may be accumulated for farm or agricultural purposes as long as it does not become a danger to health or safety.
- B. Weeds. The owner or person in charge of property shall not permit the growth, seeding or spreading of weeds as a fire danger. Local Fire Chiefs and Marshals are recognized as the enforcement authority for fire hazards. Additionally, Morrow County is declared a Weed Control District and is further regulated as characterized by Section 11 of this Code.
- C. No person may cause to exist vegetation that:
1. is a hazard to pedestrian use of a public sidewalk or is a hazard to bicycle or vehicular use of a public or private street by impeding passage or vision. The hazards include, but are not limited to:
 - a. Vegetation that encroaches upon, or overhangs lower than 8 feet, a public sidewalk or other pedestrian way, or encroaches upon or overhangs lower than 10 feet, a public or private street.
 - b. Vegetation that impedes motorist, bicyclist or pedestrian views of traffic, traffic signs or signals, street lights or name signs, or other safety fixtures or markings placed in the public way.
 2. is a hazard to the public or property on or near the property where the vegetation is located;
 3. impedes access to or use of any public facility;
 4. obstructs drainage facilities in the public way, including but not limited to roadside ditches, street curbs and gutters, catch basins, or culverts;

5. has roots that have entered a sewer or water line, main or system, and that stops, restricts or retards the flow of sewage or water, or damages the pipes or connectors; has roots that have cracked or displaced a sidewalk, curb or street;
 6. extends across a property line. Tree and shrub branches or limbs may extend across a property line when by condition or location they do not create a hazard to the health, safety or well-being of the general public.
- D. Trees. The owner or person in charge of property shall not permit shrubs or trees to interfere with the use of a sidewalk or roadway, or obstruct a driver's view of an intersection or of traffic upon streets approaching an intersection, or otherwise create a hazard to the public. Such owner or person in charge of property shall also trim the trees so that the minimum clearance of the overhanging part of the tree is eight feet above the sidewalk and eleven feet above the roadway.
- E. No person in charge of property may permit or no person may cause to exist on private or public property accessible containers with a capacity of more than one cubic foot and a door or lid that locks or fastens when closed and that cannot be easily opened from the inside.
- F. No person in charge of property may permit or no person may cause to exist a well, cistern, cesspool, pit, quarry, excavation, swimming pool, or other hole of a depth of four feet or more, unless;
1. it is fenced or securely covered; or
 2. the excavation is part of an authorized construction project and during the course of construction reasonable safeguards are maintained to prevent injury.
- G. No person in charge of property may permit or no person may cause to exist on a sidewalk or public or private street adjacent to the property, any dumping or storage of dirt, sand, rocks, gravel, lawn clippings, bark dust, lumber or other similar material.
- H. No person in charge of a development project may permit, or no driver of a vehicle may cause, any deposit of dirt, mud, lumber or other material or object on any street or sidewalk.
- I. Unlawful Posting of placards.
1. No person may attach or cause to be attached an advertisement, bill, placard, poster or sign upon real or personal property, whether public or private, without first securing permission from the owner or person in control of the property.
 2. This section shall not be construed as an amendment to or a repeal of any county development code regulation of the use and location of signs.
- J. No person in charge of property may possess nuisance vehicles on the property, except as otherwise allowed in Section 4.700.

5.300 A general nuisance may be abated as provided in Section 11.

5.400 Compliance with ZONING AND SUBDIVISION ORDINANCES^[TMI]

Violations of the Zoning Ordinance or the Subdivision and Land Partition Ordinance are subject to this Code Enforcement Ordinance.

- A. Development Without Land Use Review and Approval: (whether approvable or not) development within Morrow County conducted without having obtained the permits and approvals required by Morrow County Zoning Ordinance regardless of whether or not it could comply with all applicable land use regulations
- B. Non-Compliance with Approval: Development that does not comply with the specifications set out in the approval issued by the Morrow County Planning Department or built inconsistently with Approval including but not limited to: placing structures in different locations than approved, not meeting setback or buffer requirements, building structures taller or larger than approved, or increasing or altering the nature and intensity of the approved use.
- C. Continuation of Use after Expiration of Approval:
 - 1. A Permit may be approved with a limited time duration. Use continuing beyond the expiration of approval granted via a Permit, Temporary Use or other, is prohibited
 - 2. Failure to remove additional dwelling within sixty (60) days of the expiration of a Temporary Use Permit granted due to family hardship or until a primary dwelling is built:
 - a. Temporary placement of an additional dwelling shall be granted for a specified time period, with the period not exceeding two (2) years. If the temporary placement is not renewed, the owner of record or person in charge of the property shall have sixty (60) days in which to remove the additional dwelling from the property, unless an extension is granted
- D. Nonconforming Uses: The following nonconforming uses shall be considered violations:
 - 1. Any change, alteration, restoration or replacement of structures, uses or area related to the pre-existing nonconforming structure, use or area that fails to conform to the applicable nonconforming use standards or those of the current zoning designation; and
 - 2. Use or employment of a structure, use or area that is discontinued or abandoned according to the applicable nonconforming use standards.
- E. Outdoor Lights: Outdoor lights shall be directed downward and sited, hooded and shielded in a manner that prevents the lighting from projecting on to adjacent properties.
- F. Illegal Uses: No development may occur that conflicts with the requirements of the Morrow County Zoning Ordinance or that require permits and approvals that were not obtained. These illegal uses include, but are not limited to:
 - 1. Illegal Dwellings: Structures designed for, or used in the capacity of a dwelling, or parts thereof erected, moved, reconstructed, extended, enlarged, or altered which did not receive all of the applicable approvals (local, state, or federal) that were required at the time the structure was built or placed on the property.
 - 2. Illegal Structures: Structures or parts thereof erected, moved, reconstructed, extended, enlarged or altered which did not receive all of the applicable approvals (local, state, or federal) that were required at the time the structure was built or placed on the property.
 - 3. Illegal Home Occupations: Any for-profit activity conducted, without Planning Department approvals, within a dwelling or other structure, normally associated with uses permitted in the zone contrary to applicable approvals (local, state, or federal).
 - 4. Illegal Businesses: Any for-profit activity conducted, without Planning Department approvals, within a dwelling or other structure, normally associated with uses permitted in the zone contrary to applicable approvals (local, state, or federal).
 - 5. Illegal Land Divisions/Property Line Adjustments: Partitions, Replats, Property Line Adjustments that do not comply with applicable approvals (local, state, or federal).

- G. Violation of Structure Restrictions: No structures larger than 100 square feet in area or 10 feet in height are permitted without applicable approvals (local, state, or federal).

Section 6. Housing as a Public Nuisance

6.100 Authority

Whenever the County finds that there exists in the County dwellings, buildings or structures which are unfit for human habitation due to unsanitary conditions, dilapidation or other defects detrimental to the public health, welfare and safety of Morrow County residents the County may exercise its authority under State Statute to repair, close or demolish these dwellings in the manner provided in this Section and in State Statute.

For the purposes of aiding the Code Enforcement Officer, the County will, pursuant to this Section, utilize the authority given to the County Public Health Director in ORS 431.150 in all matters pertaining to the public health and the authority given to the Building Official in Oregon Administrative Rule 918-480-0140(5) to revoke a certificate of occupancy of a residential dwelling in violation of applicable law that poses a threat to health and safety. The Fire Chief of an appropriate Fire Protection District will have all authority to enforce the Oregon Fire Code in order to protect the public safety and health of the citizens of Morrow County.

6.200 Purpose and Policy

It is the purpose of this Section to address the matter of concern in the County with particular, although not widespread, instances of unsafe, unsanitary and dilapidated housing that exist and are detrimental to the public health, welfare and safety. It is not the purpose of this Section to constrain rural, isolated dwellings such as cabins built for recreational use but may be applied if such a dwelling is occupied for a full calendar year. It shall be the policy of the County to:

- Endeavor to educate responsible parties when a health and safety issue with housing becomes apparent. It is recognized that not all landlords and tenants are aware of their resources and responsibilities according to Oregon State law.
- Provide clear evidence and health benchmarks as provided by this Section and the expertise, experience and authority of the Code Enforcement Officer, the Public Health Director, the Building Official, Fire Officials and other public officials whose work, training and lawful authority allow for enforcement of health and safety issues.
- Identify and abate chronic violations. Properties that have had ongoing or repeated violations and have been identified as chronic offenders are especially at risk for County action. County actions are meant to encourage property owners to comply. Lack of compliance may lead to additional penalties.

6.300 Property as a Public Nuisance

Any structure that is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence or whenever any structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such structure provided by the building regulations of Morrow County, the Oregon State Structural Code, the Fire and Life Safety Code, or any local law or ordinance relating to the condition, location, or structure of buildings.

A. Dangerous Buildings.

1. Whenever the structure has been so damaged by fire, wind, earthquake, or flood or any other cause, or has become so dilapidated or deteriorated as to become:

- a. An attractive nuisance, or
- b. A harbor for vagrants or criminals, or
- c. As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
- 2. Whenever a structure has become chronically derelict;
- 3. Unsafe buildings and burned or partially burned structures that have become unsafe or dangerous; or
- 4. When deemed dangerous by the Building Official or local Fire Marshall.

6.400 Benchmarks.

A tenant, property owner, or both, can be considered a Responsible Party for meeting the requirements of this Section. For purposes of this Section, a dwelling unit shall be considered inhabitable if it substantially lacks any one of the first 7 or a combination of:

A. As applied to landlord responsibilities:

- 1. Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
- 2. Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;
- 3. A water supply approved under applicable law, which is:
 - a. Under the control of the tenant or landlord and is capable of producing hot and cold running water
 - b. Furnished with appropriate fixtures;
 - c. Connected to a sewage disposal system approved under applicable law; and
 - d. Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;
- 4. Adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;
- 5. Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order.
- 6. Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;
- 7. Safety from fire hazards as required by the Oregon Fire Code.

B. As applied to tenant duties:

- 1. All areas of the premises kept in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem.

2. All ashes, garbage, rubbish and other waste disposed of from the dwelling unit in a clean, safe and legal manner.
3. All plumbing fixtures in the dwelling unit kept or used by the tenant as clean as their condition permits.

The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem.

6.500 Resolution

Resolution of a violation of this section may be sought as stipulated in Section 11 Enforcement Procedures in this Ordinance with the following changes:

A. Discovery.

A complaint under this section shall be filed for investigation by recommendation to the Code Enforcement Officer or a local Fire Chief.

B. Investigation and Confirmation.

An action for enforcement by the Code Enforcement Officer shall be investigated and authorized by at least one authorized public health official as identified in Section 6.100 above. The investigation shall be accomplished either by physical inspection of the property or by inspection of photographic or video evidence of the alleged violation. When a violation of this Section has been confirmed upon this investigation, the public health official(s) shall provide the Code Enforcement Officer with a Confirmation Statement avowing the existence of a public health and safety violation according to the Benchmarks provided in Section 6.400 (Benchmarks) above.

C. Actions.

1. The first confirmed violation with respect to location and property owner shall follow the guidelines of Section 11.100(A) of this Ordinance if Summary Abatement is not warranted. The responsible part(y)ies shall be provided with appropriate education materials as to property owner and/or tenant resources and responsibilities.
2. Subsequent violations on the same property with the same property owner may meet the definition of chronic offender. The County may utilize an enforcement action most appropriate to the situation in compliance with Section 11 of this Ordinance. Penalties and Costs will be assessed according to Section 13 of this Ordinance including recovery in the form of a lien to recover costs and penalties for abatement.
3. A chronic offender will face additional sanctions, such as citation and County abatement with the requirement to pay the County's costs plus chronic offender percentage penalties as stipulated in the Morrow County Fee Ordinance.

6.600 Inspection and Right of Entry

A. Right of Entry.

A Code Enforcement Officer may enter property, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any building regulations, or whenever the Officer has reasonable cause

to believe that there exists in any structure or upon any property any condition which would constitute a violation as described in this Section, the Oregon Fire Code or Building Code. In the case of entry into areas of property that are plainly enclosed to create privacy and prevent access by unauthorized persons, the following steps shall be taken:

1. Occupied Property. If any structure on the property is occupied, the Code Enforcement Officer shall first present proper credentials and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant;

2. Unoccupied Property.

a. If the property is unoccupied, the Code Enforcement Officer shall contact the property owner, or other persons having charge or control of the property, and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant.

b. If structures on the property are unoccupied, the Code Enforcement Officer shall first make a reasonable attempt to locate the owner or other persons having charge or control of the property and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant; or

B. Grounds for Issuance of Inspection Warrants; Affidavit.

1. Affidavit. An inspection warrant shall be issued only upon cause, supported by affidavit, particularly describing the applicant's status in applying for the warrant, the statute, ordinance or regulation requiring or authorizing the inspection or investigation, the property to be inspected or investigated and the purpose for which the inspection or investigation is to be made including the basis upon which cause exists to inspect. In addition, the affidavit shall contain either a statement that entry has been sought and refused, or facts or circumstances reasonably showing that the purposes of the inspection or investigation might be frustrated if entry were sought without an inspection warrant.

2. Cause. Cause shall be deemed to exist if reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to any building or upon any property, or there is probable cause to believe that a condition of nonconformity with any building regulation exists with respect to the designated property, or an investigation is reasonably believed to be necessary in order to discover or verify the condition of the property for conformity with building regulations.

C. Procedure for Issuance of Inspection Warrant.

1. Examination. Before issuing an inspection warrant, the Justice of the Peace may examine under oath the applicant and any other witness and shall be satisfied of the existence of grounds for granting such application.

2. Issuance. If the Justice of the Peace is satisfied that cause for the inspection or investigation exists and that the other requirements for granting the application are satisfied, the Justice of the Peace shall issue the warrant, particularly describing the person or persons authorized to execute the warrant, the property to be entered and the purpose of the inspection or investigation.

The warrant shall contain a direction that it be executed on any day of the week between the hours of 8:00 a.m. and 6:00 p.m., or where the Justice of the Peace

has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.

3. Police Assistance. In issuing an inspection warrant on unoccupied property, the Justice of the Peace may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described property to remove any person or obstacle and assist the Code Enforcement Officer(s) inspecting the property in any way necessary to complete the inspection.

D. Execution of Inspection Warrants

1. Occupied Property. Except as provided in paragraph 2. below, in executing an inspection warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request.

2. Unoccupied Property. In executing an inspection warrant, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, as prescribed in paragraph 1. above, but may promptly enter the property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case a copy of the warrant shall be conspicuously posted upon the property.

3. Return. An inspection warrant must be executed within 10 working days of its issue and returned to the Justice of the Peace by whom it was issued within 10 working days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant unless executed is void.

6.700 Appeals

Appeals of Code Enforcement decisions shall be made to the Morrow County Board of Commissioners, which will act as an advisory and appeals board. A written appeal must be filed with the Planning Department within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this Section or the rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply, or the requirements are adequately satisfied by other means. The Board of Commissioners shall meet to hear an appeal upon notice from the Planning Director within 20 days of the filing of an appeal at a separate hearing or at a regularly scheduled Board of Commissioners hearing. All appeal hearings shall be open to the public. The appellant, the appellant's representative, the Code Enforcement Officer and any person whose interests are affected shall be given an opportunity to be heard. The Board of Commissioners shall modify or reverse the decision of the Code Enforcement Officer only by a concurring vote of a majority of the Board of Commissioners and upon consultation with the public health officials responsible for signing the original Confirmation Statement stipulated in this 6.500(B) of this Section. Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Board of Commissioner. The Code Enforcement Officer shall take immediate action in accordance with the decision of the Board of Commissioners.

Section 7. Chronic Nuisances

7.100 Definitions

Chronic Nuisance Property is defined as:

- A. Property on which three or more Nuisance Activities exist or have occurred during any thirty (30) day period; or,
- B. Property on which or within 400 feet of which any Person Associated with the Property has engaged in three or more Nuisance Activities during any thirty (30) day period; or,
- C. Property which, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in the Oregon Revised Statutes has occurred within the previous thirty (30) days, and the Morrow County Sheriff has determined that the search warrant was based on evidence of continuous or repeated Nuisance Activities at the Property; or,
- D. Property on which continuous or repeated Nuisance Activities as defined in this chapter exist or have occurred.

7.200 Nuisance Activities

Any of the following activities, behaviors, or conduct:

- A. Harassment as defined in the Oregon Revised Statutes.
- B. Intimidation as defined in the Oregon Revised Statutes.
- C. Disorderly Conduct as defined in the Oregon Revised Statutes.
- D. Assault or Menacing as defined in the Oregon Revised Statutes.
- E. Sexual Abuse, contributing to the Delinquency of a Minor, or Sexual Misconduct as defined in the Oregon Revised Statutes.
- F. Public Indecency as defined in the Oregon Revised Statutes.
- G. Prostitution or related offenses as defined in the Oregon Revised Statutes.
- H. Alcoholic liquor violations as defined in the Oregon Revised Statutes.
- I. Offensive Littering as defined in the Oregon Revised Statutes.
- J. Criminal Trespass as defined in the Oregon Revised Statutes.
- K. Theft as defined in the Oregon Revised Statutes.
- L. Arson or related offenses as defined in the Oregon Revised Statutes.
- M. Possession, Manufacture, or Delivery of a Controlled Substance or related offenses as defined in the Oregon Revised Statutes.
- N. Illegal Gambling as defined in the Oregon Revised Statutes.
- O. Criminal Mischief as defined in the Oregon Revised Statutes.
- P. Any attempt to commit (as defined in the Oregon Revised Statutes), any of the above activities, behaviors or conduct.

7.300 Violation

- A. Any Property determined by the Morrow County Sheriff to be Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.
- B. Any Person in Control of Property determined by the Morrow County Sheriff to be a Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.

7.400 Procedures

- A. When the Morrow County Sheriff receives two or more police reports documenting the occurrence of Nuisance Activities on or within 400 feet of a

Property, the Morrow County Sheriff shall independently review such reports to determine whether they describe the activities, behaviors or conduct enumerated under this chapter. Upon such a finding, the Morrow County Sheriff may notify the Person in Control in writing that the Property is in danger of becoming Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
2. A statement that the Morrow County Sheriff has information that the Property may be Chronic Nuisance Property, with a concise description of the Nuisance Activities that exist, or that have occurred. The Morrow County Sheriff shall offer the Person in Control an opportunity to propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
3. Demand that the Person in Control respond to the Morrow County Sheriff within ten (10) days to discuss the Nuisance Activities.

B. When the Morrow County Sheriff receives a police report documenting the occurrence of additional Nuisance Activity on or within 400 feet of a Property after notification as provided by this chapter; or, in the case of Chronic Nuisance Property as defined in this chapter, for which notice is not required, the Morrow County Sheriff shall notify the Person in Control in writing that the Property has been determined to be a Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
2. A statement that the Morrow County Sheriff has determined the Property to be Chronic Nuisance Property with a concise description of the Nuisance Activities leading to his/her determination.
3. Demand that the Person in Control respond within ten (10) days to the Morrow County Sheriff and propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
4. Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the Person in Control at the address of the Property determined to be a Chronic Nuisance Property, or such other place which is likely to give the Person in Control notice of the determination by the Morrow County Sheriff.
5. A copy of the notice shall be served on the owner at the address shown on the tax rolls of the county in which the Property is located, and/or the occupant at the address of the Property, if these Persons are different than the Person in Control, and shall be made either personally or by first class mail, postage prepaid.

C. If the Person in Control fails to respond as required, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel. Prior to referring the matter to the Morrow County Board of Commissioners and the County Counsel, the notice shall also be posted at the property.

D. If the Person in Control responds as required and agrees to abate Nuisance Activities giving rise to the violation, the Morrow County Sheriff may postpone referring the matter to the Morrow County Board of Commissioners and the County Counsel. If an agreed course of action does not result in the abatement

of the Nuisance Activities within sixty (60) days; or, if no agreement concerning abatement is reached within sixty (60) days, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel.

- E. When a Person in Control makes a response to the Morrow County Sheriff as required any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any Nuisance Activities have occurred or are occurring. This Subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.
- F. The failure of any Person to receive notice as provided by shall not invalidate or otherwise affect the proceedings under this Chapter.

7.500 Commencement of Actions; Remedies; Burden of Proof

- A. The Morrow County Board of Commissioners may authorize the County Counsel to commence legal proceedings in the Circuit Court or Justice Court to abate Chronic Nuisance Property and seek closure, the imposition of civil penalties against any or all of the Persons in Charge thereof, and, any other relief deemed appropriate.
- B. If the Court determines Property to be Chronic Nuisance Property, the Court shall order that the Property be closed and secured against all unauthorized access, use and occupancy for a period of not less than six (6) months, nor more than one (1) year. The order shall be entered as part of the final judgment. The Court shall retain jurisdiction during any period of closure.
- C. If the Court determines a Property to be Chronic Nuisance Property, the Court may impose a civil penalty of up to \$100 per day for each day Nuisance Activities occurred on the Property; or, the cost to the County to abate the Nuisance Activities at the Property whichever is greater. The amount of the civil penalty shall be assessed against the Person in Control and/or the Property and may be included in the County's money judgment.
- D. If satisfied of the good faith of the Person in Control, the Court shall not award civil penalties if the Court finds that the Person in Control at all material times could not, in the exercise of reasonable care or diligence, determine that the Property had become Chronic Nuisance Property.
- E. In establishing the amount of any civil penalty, the Court may consider any of the following factors and shall cite those found applicable:
 - 1. The actions taken by the Person in Control to mitigate or correct the Nuisance Activities at the Property;
 - 2. The financial condition of the Person in Control;
 - 3. Repeated or continuous nature of the problem;
 - 4. The magnitude or gravity of the problem;
 - 5. The cooperation of the Person in Control with the County;
 - 6. The cost to the County of investigating and correcting or attempting to correct the Nuisance Activities;
 - 7. Any other factor deemed relevant by the Court.
- F. The County shall have the initial burden of proof to show by a preponderance of the evidence that the Property is Chronic Nuisance Property.
- G. Evidence of a Property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

7.600 Summary Closure

Any summary closure proceeding shall be based on evidence showing that Nuisance Activities exist or have occurred on the Property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of summary closure shall be governed by the provisions of the Oregon Rules of Civil Procedure for obtaining temporary restraining orders. In the event of summary closure, the County is not required to comply with the notification procedures set forth in this Chapter.

7.700 Enforcement

The Court may authorize the County to physically secure the Property against all unauthorized access, use or occupancy in the event that the Person in Control fails to do so within the time specified by the Court. In the event that the County is authorized to secure the Property, the County shall recover all costs reasonably incurred by the County to physically secure the Property as provided by this Section. The County shall prepare a statement of costs and the County shall thereafter submit that statement to the Court for its review as provided by the Oregon Rules of Civil Procedure.

A lien shall be created against the Property for the amount of the Counties money judgment. Judgments imposed by this Chapter shall bear interest at the statutory rate.

7.800 Attorney Fees

The Court may, in its discretion, award attorneys' fees to the prevailing party.

Section 8. Noise as a Public Nuisance

8.100 Prohibited Acts

It shall be unlawful for any person to create, assist in creating, permit, continue or permit the continuance of any loud, disturbing or unnecessary noise in the County. The following acts are declared to be violations of this Section, but such enumerations shall not be deemed to be exclusive:

- A. Any loud and continuing noise that obstructs the free use of property so as to essentially interfere with the reasonable comfort and enjoyment of life and property and meets one of the following:
 - 1. Repeated at least three (3) times during a thirty (30) minute time period.
- B. Noise that is plainly audible within a dwelling unit one hundred feet (100') or more away from the source of the noise, including the use of domestic power tools, construction work, noise created by dogs, or any similar offensive noise from any building used as a private residence, apartment house, rooming house, or hotel between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM.
- C. A continuing offense, which shall be one in which the sound constituting the violation occurs without substantial break for a period of twenty-four (24) hours or more.

8.200 Exceptions

The following acts are exceptions in this Chapter:

- A. Noise emanating from aircraft, railway locomotives, military operations, energy facilities, and farm equipment and operations.
- B. Noise created by the normal operation of construction, road work, road repair, drilling or demolition work that occurs between the hours of six o'clock (6:00) AM and ten o'clock (10:00) PM.
- C. Noise created by a community outdoor activity or event conducted on public or private parks, playgrounds, and public or private school grounds.
- D. When an alleged noise nuisance is the result of an activity allowed by a permit issued by an authority of the State or Federal jurisdiction, the nuisance shall be enforced under the provisions and conditions of that particular permit.
- E. Noise caused by the performance of emergency work, emergency alarms, or by the ordinary and accepted use of emergency apparatus and equipment.

8.300 Penalties

In addition to other remedies provided by this Ordinance, a violation may be enjoined by a civil action pursuant to Oregon Statute as described in Section 15 of this Code.

Violations of Oregon Administrative Rule 340-035 Noise Control Regulations are not enforced under this code enforcement ordinance.

Section 9. Dogs as a Public Nuisance and Animal Neglect

9.100 Establishment of a Dog Control District

Morrow County is hereby declared a Dog Control District. The Morrow County Board of Commissioners shall act as the Dog Control District Board of Supervisors. The Code Enforcement Officer shall be the dog control officer and will provide for administration and enforcement of a dog control program.

9.200 Dogs as a Nuisance

A. A dog is a public nuisance if it:

1. Chases persons or vehicles on premises other than premises from which the keeper of the dog may lawfully exclude others;
2. Damages or destroys property of persons other than the keeper of the dog;
3. Scatters garbage on premises other than premises from which the keeper of the dog may lawfully exclude others;
4. Trespasses on public or private property of persons other than the keeper of the dog;
5. Disturbs any person by frequent or prolonged noises;
6. Is a female in heat and running at large; or
7. Any dog running at large; or
8. Is a menacing or potentially dangerous dog, but is not a dangerous dog as defined in Oregon Statute

B. Any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the County. The receipt of any complaint is sufficient cause for the County to investigate the matter and determine whether the keeper of the dog is in violation of this Section.

C. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is found running at large as a nuisance as described in 8.200(A) above.

9.300 Owner Responsibility

A. All dogs shall be kept within the real property limits of the keeper of the dog and under control of the responsible person, or contained with a fence that maintains control of the animal. While off the property of the keeper of the dog, a dog must be on a leash or lead under control of a responsible person or be contained within a portable kennel. If the dog has been determined by the law enforcement officer or dog control officer to be a public nuisance consistent with the definition in 8.200(A) above, restraint shall mean contained within a dog run or kennel, inside a secure structure, or leashed and muzzled when off the premises or the premises occupied by the keeper of the dog.

B. Any dog determined by the County to be a menacing dog or a public nuisance shall be confined by the keeper of the dog, within a secure building, secure kennel or dog run. Whenever off the premises the dog shall be securely muzzled and leashed or muzzled and caged whenever off the premises of the keeper of the dog.

C. No dog shall be allowed to cause a nuisance. The keeper of every dog shall be held responsible for every behavior of such dog under the provisions of this Section and State law.

9.400 Dogs and Livestock

- A. The owner of any livestock which has been damaged by being injured, chased, wounded or killed by any dog shall have a cause of action against the owner of such dog for the damages resulting therefrom, including double the value of any livestock killed and double the amount of any damage to the livestock.
- B. If one or more of several dogs owned by different persons participate in damaging any livestock, the owners of the respective dogs shall be jointly and severally liable under this section. The owners of dogs jointly or severally liable under this section have a right of contribution among themselves. The right exists only in favor of an owner who has paid more than the pro rata share of the owner, determined by dividing the total damage by the number of dogs involved, of the common liability, and the total recovery of the owner is limited to the amount paid by the owner in excess of the pro rata share of the owner.
- C. Any dog, whether licensed or not, which, while off the premises owned or under control of its owner, kills, wounds, or injures any livestock not belonging to the master of such dog, is a public nuisance and may be killed immediately by any person. This regulation does not apply to any dog acting under the direction of its master, or the agents or employees of such master.
- D. If any dog, not under the control of its owner or keeper, is found chasing or feeding upon the warm carcass of livestock not the property of such owner or keeper it shall be deemed, prima facie, as engaged in killing, wounding or injuring livestock.
- E. No person shall kill any dog for killing, wounding, injuring or chasing chickens upon a public place or highway.

9.500 Impounding certain dogs; procedure for county disposition of impounded dogs; impoundment fees and costs; release of dog.

- A. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is a public nuisance as described above; or the officer has probable cause to believe that the dog is a dangerous dog as defined in ORS 609.098.
- B. All dogs impounded under this section shall be held in an adequate and sanitary pound to be provided by the county governing body from the general fund or out of funds obtained from dog licenses and from the redemption of dogs so impounded. However, in lieu of the establishment of a dog pound, the county governing body may contract for the care of the dogs. Unless claimed by its keeper, a dog shall be impounded for at least three days if the dog is without a license or identification tag and for at least five days if it has a license or identification tag. A reasonable effort shall be made to notify the keeper of a dog before the dog is removed from impoundment.
- C. Unless the county governing body provides otherwise, if the keeper appears and redeems the dog, the keeper shall pay a fee for each subsequent impoundment, pay the expense of keeping the dog during the time it was impounded, and obtain necessary immunizations. Fees will be in accordance with the current Morrow County Fee Schedule.
- D. In addition to any payment required pursuant to subsection C. of this section, the county governing body may require as a condition for redeeming the dog that the keeper agree to reasonable restrictions on the keeping of the dog including, but not limited to 8.300(B) of this section (Owner Responsibility). The keeper must pay the cost of complying with the reasonable restrictions. As used in this

subsection, "reasonable restrictions" may include, but is not limited to, sterilization.

- E. A keeper of a dog maintains a public nuisance if the keeper fails to comply with reasonable restrictions imposed under subsection D. of this section or if a keeper fails to provide acceptable proof of compliance to the county governing body on or before the 10th day after issuance of the order imposing the restrictions. If the board or governing body finds the proof submitted by the keeper unacceptable, the board or governing body shall send notice of that finding to the keeper no later than five days after the proof is received.
- F. The county governing body may release the dog to a responsible person upon receiving assurance that the person will properly care for the dog, including providing necessary immunizations, and upon payment of a sum established by the county governing body plus cost of keep during its impounding, and purchase of a license if required. The person shall thereafter be the keeper of the dog for purposes of ORS 609.035 to 609.110.
- G. If the keeper of a dog is not charged with violating ORS 609.095 (2) or (3) or ORS 609.098, and the county governing body finds that the dog has menaced or chased a person when on premises other than the premises from which the keeper may lawfully exclude others or has bitten a person, the county governing body may order that the dog be killed in a humane manner. Before ordering that the dog be killed, the board or governing body shall consider the factors described in ORS 609.093 and issue written findings on those factors. Notwithstanding ORS 34.030, if the disposition order issued by the board or governing body provides that the dog is to be killed, a petition by the keeper for a writ of review must be filed no later than the 10th day after the county governing body sends notice of the order to the keeper. Notwithstanding ORS 19.270, 19.330 and 34.070, the order for the killing of the dog may not be carried out during the period that the order is subject to review or appeal. If the dog is not killed, the board or governing body may impose reasonable restrictions on the keeping of the dog. The keeper must pay the cost of complying with the reasonable restrictions. If no keeper appears to redeem a dog within the allotted time or the keeper of the dog is not able or willing to comply with the required restrictions, the dog may be surrendered to the County.
- H. If the keeper of a dog is charged with violating ORS 609.095 (2) or (3) or 609.098, upon conviction of the keeper the court may determine the disposition of the dog as provided under ORS 609.990 up to and including euthanization.
- I. Notwithstanding subsections B., C., F., G. and H. of this section, any dog impounded for biting a person shall be held for at least 10 days before redemption or destruction to determine if the dog is rabid.
- J. Notwithstanding subsections B. and C. of this section, if the keeper is charged with violating ORS 609.098, the dog shall be kept in impoundment pending resolution of the charges. A court may order the keeper to post a deposit with the county governing body to cover the cost of keeping the dog in impoundment. If the keeper is convicted of violating ORS 609.098, the court may order the deposit forfeited to the board or governing body.
- K. The county governing body may impose lesser fees or penalties under subsections C. and F. of this section for certain senior citizens under certain circumstances.
- L. The county governing body may euthanize the dog if not claimed within 30 days.

9.600 Animal Abuse, Neglect and Abandonment

A person who commits a crime of animal abuse, neglect or abandonment shall be subject to the provisions of ORS 167.310 through 390.

9.700 Nuisance Dog Penalties

Fines and Penalties shall be paid in accordance with the Morrow County Fee Schedule and ORS 609.162, 163,166, and 990. In addition to any fine or sentence imposed under this section, a court may order a person who keeps a nuisance dog as set forth in Section 9.200 above to pay restitution for any physical injury, death or property damage caused by the dog as a result of the keeper's violation. The court may also order the person to pay the cost of keeping the dog in impoundment.

Section 10. Environmental Health

10.100 Purpose

It is the purpose of this Section to implement the County's authority to enforce the environmental health programs delegated to Umatilla County by the State of Oregon for Onsite Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities.

10.200 Adoption

- A. Except as specifically provided herein, all administrative rules which are duly existing and adopted by the Environmental Quality Commission of the state of Oregon, and the Department of Environmental Quality on <date of adoption of MOA>, pursuant to ORS 454.605 through 454.780, including appendices, are adopted as regulations by Morrow County and shall have full force and effect as law in Morrow County. These rules include OAR 340-012-0060. The Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference. Violations of this Section shall be measured by the technical and other standards found in said rules.
- B. The following Oregon State Statutes and Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference:
1. Restaurants and Bed and Breakfast Facilities (including limited service restaurants, and temporary restaurants): ORS 624.010 to 624.035, 624.060 to 624.110, 624.130 and 624.992 and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 150, 157, 158, 160, and 170.
 2. Commissaries, mobile units and vending machines (including warehouses): ORS 624.310 to 624.440, and 624.992, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Division 162.
 3. Tourist Facilities (including travelers' accommodations, hostels, picnic parks, recreation parks, and organizational camps): ORS 446.310 to 446.320, 446.322 to 446.349, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 29, 30, and 31.
 4. Pool Facilities (including public swimming pools, public spa pools, public wading pools, and bathhouses): ORS 448.005 to 448.060, 448.095 to 448.100, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 60 and 62.
 5. Administrative Procedures: ORS 183.310, 183.413, to 183.502, and 183.745, and OAR 333-012-0050 to 333-012-0070, and 137-003-0001 to 137-003-0092.

10.300 Permits Required

- A. All proposed or approved sewage facilities shall comply with all applicable provisions of Oregon Revised Statutes and rules and regulations of the Oregon Department of Environmental Quality.
- B. Except as specifically provided in the rules, it is unlawful and a violation of this Section to:
 - 1. Begin construction, installation, or development of any system without first obtaining a construction installation permit from the county;
 - 2. Place into service, change use of, or increase the projected daily sewage flow into an existing system without obtaining either an authorization notice or alteration permit, as appropriate, from the county;
 - 3. Repair a system without first obtaining a repair permit from the county, except that emergency repairs may be made when sewage is backing up into a dwelling or commercial facility, or when there is a broken sewer pipe and immediate action is necessary provided that a permit is obtained within three days after the emergency repairs are begun.

10.400 Violations

It is unlawful and a violation of this Section for any person to:

- A. No person shall construct a subsurface sewage disposal system except in compliance with ORS Chapter 454 and rules promulgated under that Chapter.
- B. No person shall habitate on or utilize land except in compliance with ORS Chapter 454 and rules promulgated thereunder.
- C. Fail to treat or dispose of any sewage as required by this chapter;
- D. Discharge untreated or partially treated sewage or septic tank effluent directly or indirectly onto the ground surface or into any public waters;
- E. Connect any plumbing fixture from which sewage is or may be discharged into any sewage disposal system that has not been approved by the county;
- F. Obstruct, cover, modify the soil covering or otherwise affect a system replacement area without first obtaining approval from the county;
- G. Fail to abandon an on-site system, including a septic tank and system, when required to under the rules or fail to comply with the procedures and requirements for proper abandonment as provided by the rules;
- H. Backfill or cover, connect to or use, any system without first obtaining a certificate of satisfactory completion of construction, installation, repair or alteration unless issuance of the certificate has been waived by operation of law or otherwise;
- I. Fail to meet requirements for satisfactorily complying with any correction notice within the time required;
- J. Use any materials that do not comply with standards for on-site systems set forth in the rules;
- K. Falsify or fail to provide any information requested by the county of any applicant for a permit, variance or hardship relief with the intent to evade or circumvent the procedures or standards established for regulation of on-site systems;

- L. Fail to comply with the terms or conditions of any permit including the duties imposed on permit holders by the rules.

10.500 Public Nuisance

Any facility that is operated in violation of this Section is a public nuisance and dangerous to health and may be abated or enjoined in any manner provided by law.

10.600 Updates to Statutes and/or Rules

All amendments to the Oregon Revised Statutes and Oregon Administrative Rules adopted and incorporated into this Section shall automatically be adopted into this Section as well, with the same effective dates as that set forth in such amended statutes and rules.

10.700 Remedies Not Exclusive

None of the remedies available to Morrow County as set forth in this Section are exclusive. Nothing in this Section shall preclude any remedy otherwise available to Morrow County, either in law or equity, including enforcement under Section 12 of this Ordinance.

10.800 Delegation

The Umatilla County Health Public Administrator is delegated the authority to carry out the provisions of this Section, including those available to Director of Human Services (or its successor position title) under the Oregon Revised Statutes and Oregon Administrative Rules.

The Public Health Administrator shall administer the programs necessary to enforce the rules adopted by the Oregon Department of Human Services.

Section 11. Weed Control

11.100 Establishment of a Weed Control District

Morrow County is hereby declared a Weed Control District. The Morrow Soil and Water Conservation District shall act as the Weed Advisory Board. The Morrow County Weed Coordinator/Inspector will provide administration and enforcement of a weed control program as outlined in Oregon Statute.

11.200 Weeds Considered Noxious or of Economic Importance

- A. A weed is a noxious weed if it:
 - 1. Is recognized by the Board of Commissioners as an imminent and continuous threat to natural resources, watershed health, livestock, wildlife, land, and agricultural products.
 - 2. Has the potential for widespread infestation.
 - 3. Is not native to the State of Oregon
- B. The weed Coordinator/Inspector shall administer and enforce management and control of noxious weeds and weeds of economic importance, when feasible, with control practices selected and applied to achieve desired weed management objectives in a manner that minimizes risks to human health, non-target organisms, native fish and wildlife, watersheds, and the environment.

11.300 Property Owner Responsibility

- A. Each person, firm, or corporation owning or occupying land within the district shall destroy or prevent the spread or seeding of any noxious weed by the use of the best means at hand and within a time deemed reasonable, except that no weed declared noxious shall be permitted to produce seed.
- B. Persons operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other machinery shall thoroughly clean it before moving it over any public road or from one farm to another. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which it was grown.

11.400 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures.

- A. The weed Coordinator/Inspector shall have access to the land within the district.
- B. When provisions of Oregon Statute are not being complied with, the weed Coordinator/Inspector or code enforcement officer shall serve a written notice to the owner or occupant of the land. When the weed Coordinator/Inspector or code enforcement officer is unable to serve the notice personally, the notice shall be posted and two (2) copies thereof in three (3) conspicuous places on the land. The notice shall contain:
 - a. The date of service or posting of notice.
 - b. The name of the weed or weeds growing on the land, and a statement setting forth that the weeds must be destroyed or must be prevented from producing seed within a specified time of not less than two (2) days or more than 20 days, to be established by the inspector, from the date of service of the notice.
- C. The service of notice as provided in subsection (B) of this section imposes a requirement on the owner or occupant of the land to destroy or prevent the

weeds from seeding or spreading during the continuation of ownership or occupancy of the land or until the district is dissolved. A copy of the notice, together with proof of service indorsed thereon, shall be filed with the Board of Commissioners.

- D. Notwithstanding subsection (B) of this section, with permission of the owner or occupant of land, employees of the State Department of Agriculture, or of designated weed control districts, may enter the land to identify noxious weeds and to implement or provide for the implementation of integrated noxious weed control measures, including but not limited to the application of pesticides to the land. The control or eradication of noxious weeds may be conducted with or without charge to the owner or occupant of the land. A notice as described in subsection (B) of this section is not required for the conduct of activities described in this subsection.

11.500 Procedure for County Disposition of Weeds.

- A. Steps leading to eradication and control of noxious weeds in the county are necessary and the weed Coordinator/Inspector shall cooperate with individual landowners in the control and eradication of noxious weed pests.
- B. The weed Coordinator/Inspector shall destroy or prevent the spread or seeding of any noxious weed on any land owned by the county or constituted as the right of way for any highway, county road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.
- C. If the owner or occupant of the land fails or refuses to immediately destroy or cut the noxious weeds, the weed Coordinator/Inspector shall at once notify the Board of Commissioners, who will take enforcement steps.
 - 1. The county shall authorize the weed Coordinator/Inspector to go upon the land or premises and destroy the noxious weeds or control them in such a manner as will destroy all seeds using the most effective and practical method in the judgement of the inspector and with the least injury to the land or crops.
 - 2. If the weeds are too far advanced for local control procedures the inspector shall notify the Board of Commissioners which shall request the State Department of Agriculture to immediately quarantine any uncontrolled noxious weed infested farm within the county to prevent the movement of infested crops or livestock and to prevent the spread of the weeds.

11.600 Penalties, Fees and Costs.

- A. Upon completion of work the person so appointed and authorized by the Board of Commissioners shall file an itemized statement of expenses necessarily incurred including wages. A lien shall be docketed upon the lands or premises for the cost of expenses. If the charges and expenses are not paid and the lien discharged by the owner or occupant of such land within 90 days the county may recover the expenses in an action at law.
- B. In addition to other remedies provided by this Ordinance, violation may result in a fine assessed in accordance with Oregon Statute and may incur civil penalties.

Section 12. Enforcement Procedures

12.100 Enforcement Actions

Enforcement Options. Resolution of a violation of Morrow County ordinances may be sought in any one or a combination of the following methods. Which method to be used is solely at the discretion of the County.

- A. Warning Notice process seeking voluntary compliance;
- B. Consent agreement;
- C. Citation;
- D. Stipulated judgment;
- E. Order of abatement;
- F. Other civil actions, seeking a judgment and order for compliance, including but not limited to mandamus, restraining orders, stop work orders;
- G. Summary Abatement.

12.200 Investigation Authority; Entry on Premises.

Where authorized by statute or as a condition of permit approval, consent agreement, or agreed condition of a prior enforcement order, the Code Enforcement Officer shall have the power to enter upon and inspect, at any reasonable time, any public or private property, to investigate any alleged violation of County ordinance, order or permit approval, a violation of a statute which the County has the authority to enforce, or to ascertain compliance or noncompliance with the administrative resolution procedure set out in this Section, a stop work or stop use order under Section 15 of this Ordinance, or a consent agreement under Section 12.500 of this Ordinance. A warrant for inspection of private property, including a private residence, will be accomplished in accordance with Section 6.600 of this Ordinance (Inspection and Right of Entry).

12.300 Enforcement by voluntary compliance; warning notice

- A. The process authorized in this section is primarily for the purpose of seeking voluntary compliance by the alleged violator. At the discretion of the enforcement officer this process is to be considered in those cases where voluntary compliance is likely and is in the interests of the County, taking into consideration the nature and severity of the violation and the history of the property and the person responsible.
- B. Voluntary compliance procedure: Except as otherwise provided in subsection (G) of this section, the enforcement officer shall solicit the voluntary compliance of the person in violation of this Ordinance by the procedure set forth in this subsection.
- C. In cases where the corrective action indicated in a notice requires both applying for and receiving a permit or approval, the violation shall continue until all necessary permits or approvals are granted or until they are denied and code compliance is obtained through other means.
- D. If the person responsible is not the property owner, the County shall give initial and final notice to abate a violation to the property owner; however, a notice of violation published at least once in a newspaper of general circulation in Morrow County is sufficient notice to a property owner to satisfy the notice requirements of this Ordinance and or other due process required by law. The notice to the property owner and the publication shall additionally state that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

- E. On completion of the personal giving of notice, posting, and mailing, the person or persons giving such notice shall execute and maintain affidavits stating the date, time, place and manner of giving notice.
- F. An error in the name or address of the person responsible or property owner shall not make the notice void, and in such case the posted or published notice, as the case may be, shall be sufficient.
- G. Notwithstanding the process authorized in this section, the County may at any time immediately begin prosecution of any violation on a citation or file any other action to abate the violation. This determination is at the discretion of the enforcement officer. The determination is not appealable or reviewable.
- H. Warning notice
 - 1. Subject to subsection (B) of this section, if an enforcement officer is satisfied that a violation exists, the enforcement officer shall:
 - 2. Give personal notice; or
 - 3. Cause an initial notice to abate to be posted on the premises or at the site of the violation, directing the person responsible to abate the violation; and
 - 4. At the time of posting, cause a copy of the notice to abate to be forwarded by registered or certified mail, postage prepaid, to the person responsible at the last known address of such person.
 - 5. The notice to abate shall contain the following contents:
 - a. Statement that the notice is a "notice to abate a violation."
 - b. The name of the person issuing the notice along with the name of the County Department to contact regarding the violation;
 - c. The date the notice was issued;
 - d. A brief description of the violation alleged to exist;
 - e. A description of the real property, by street address or otherwise, on which the violation exists;
 - f. A statement describing the corrective action that needs to take place to correct the alleged violation(s);
 - g. An order to voluntarily abate the violation within 10 days from the date of the notice;
 - h. A statement that failure to correct the alleged violation(s) within 10 days may result in further enforcement procedures including any combination of the following:
 - (1) An enforcement citation and prosecution including, but not limited to; payment of a fine and court costs and court orders to comply;
 - (2) Other civil actions in court; or
 - (3) Abatement by the County.
 - i. A statement that if the violation is not voluntarily abated, the County may seek from the court a judgment to abate the violation, which if not obeyed, could result in the County itself abating the violation and being awarded a lien by the court on the specified property for the expenses of abating the violation and administrative costs.

12.400 Enforcement Process by Citation

- A. If the violation has not been satisfactorily abated by the date and time specified in the warning notice, or the enforcement official makes the determination set

forth in subsection (B) of this section, the enforcement officer may issue a citation pursuant to this Ordinance.

- B. If the enforcement officer determines that enforcement of a violation by means of a citation is warranted, the enforcement officer may issue a citation under this Ordinance.
 - C. Any code enforcement officer may issue and serve a citation for violation of a Morrow County regulation or State Statute as described in Section 1.200 or 1.300 of this Ordinance. If the responsible party(s) is cited, or if a stop work/use order is issued, the responsible party(s) may request a hearing as provided in Section 13 of this Ordinance. The setting of priorities among different complaints and enforcement actions shall be within the discretion of the Code Enforcement Officer, upon consultation with the County Department(s) involved.
 - D. Sequence of Procedures.
 - 1. Citation: The Code Enforcement Officer shall use the Oregon Uniform Citation & Complaint form.
 - 2. Violation: Except where otherwise prohibited by statute, each calendar date on which the violation occurs shall constitute a separate violation. A citation shall be written for each day the violation continues to be a continuing violation.
 - 3. Multiple Violations: The prosecution of an individual violation shall not bar the subsequent prosecution of any additional violations, which occurred at the same time or as part of the same act.
 - 4. Service: The Code Enforcement Officer shall issue a copy of the citation to the responsible party(s).
 - 5. Filing: In addition to service on the responsible party(s), one copy of the citation, complaint and summons shall be filed with the Justice Court and one copy shall be placed in the Code Enforcement File within three days of completion of service. The citation, complaint and summons must be served a minimum of ten (10) days prior to the scheduled date of the hearing.
- If the situation has not been abated within the time allowed, the Code Enforcement Officer may cause the situation to be abated. The Public Safety Officer or other persons charged with the responsibility of abatement of the situation shall have the right at reasonable times to enter upon the property to investigate or cause the removal of the situation. Abatement will be accomplished according to the abatement procedures set forth in this Section.
- E. Pursuant to Oregon Statute, any enforcement officer may serve a person with a citation on which another enforcement officer made a certification.
 - F. Any enforcement officer issuing a citation pursuant to this chapter shall, in addition to the date and time, indicate that the responsible party must appear before the court and the name of the court before which the responsible party is required to personally appear.
 - G. The base fine for a violation shall be the maximum amount allowed in Oregon Statute.
 - H. The person making the certification is not required to be the person who serves the citation on the person believed to be in violation of the Ordinance.
 - I. An enforcement officer may issue a violation citation pursuant to this Ordinance even if the conduct alleged to constitute a violation does not take place in the

presence of the officer, if the officer has reasonable grounds to believe that the conduct alleged constitutes a violation.

- J. Violation proceedings for the purpose of enforcing the Morrow County Code and this chapter may be commenced only by enforcement officers. No private party may initiate a violation proceeding pursuant to ORS 153.058 or other law.

12.500 Enforcement by Consent Agreement

- A. During the pendency of an action on a violation, but prior to entry of a judgment, the County and the responsible party may enter into an agreement designed to abate the violation and petition the court to include it as a part of a consent agreement as described in this section.
- B. The consent agreement may provide that the responsible party does not admit violation of a County Code but will make necessary corrections, as set forth in the agreement, to bring the responsible party's actions, conduct, omissions or property into conformance with the Code.
- C. The responsible party, the responsible party's attorney, if any, and a County representative shall sign the consent agreement.
- D. The consent agreement shall be filed with the Circuit or Justice Court as a final adjudication of the proceedings and shall constitute a dismissal of the action when the responsible party performs as agreed. The violator or Morrow County may seek a court order dismissing the case upon completion of the conditions of the consent agreement. The court retains jurisdiction of the matter until the order dismissing the case is issued.
- E. The responsible party's failure to comply with the consent agreement allows the County to seek any additional remedies provided by law or this Ordinance including an order of abatement.

12.600 Enforcement by Stipulated Judgment

- A. During the pendency of an action on a violation, if the responsible party enters a plea of guilty or is found guilty, the responsible party and the County may agree to and submit to the court a stipulated agreement and judgment to abate a violation.
- B. As part of a stipulated agreement and judgment under this section:
 - 1. The responsible party must plead guilty to the violation;
 - 2. The responsible party shall abate the violation as provided by the agreement;
 - 3. The responsible party shall cooperate with the Enforcement Officer;
 - 4. The County may, but is not required to, bear some or all of the costs of abatement
 - 5. Any costs of abatement which the County bears must be repaid by the responsible party to the County as provided by the agreement; and
 - 6. Any costs paid by the County to abate the violation shall become a money judgment in favor of the County against the responsible party. The County may record such judgment as a lien in accordance with applicable law.
- C. If the responsible party fails to comply with the terms and conditions of the stipulated judgment, the County may enter the property and abate the violation.

12.700 Enforcement by Order of Abatement

- A. If the parties do not enter into a consent agreement or a stipulated judgement, and notwithstanding the willingness of the responsible party to pay the base fine, the Justice of the Peace shall, if the responsible party pleads guilty or no contest or is found guilty, issue an order to the responsible party to abate the violation in a manner and time acceptable to the County and require the responsible party to provide proof of abatement to the County and to the Justice of the Peace.
- B. Order of Abatement
 - 1. In addition to, not in lieu of, any remedy allowed by this Section and pursuant to ORS 153.090 (1)(e), as part of a judgement entered under this Section, the Justice of the Peace:
 - a. may on its own motion and shall on request of the enforcement officer, order a responsible party to abate any violation of which the responsible party is found guilty or enters a plea of guilty or no contest. The Justice of the Peace shall set a time by which the responsible party must abate the violation and may set other conditions on the order of abatement. Any abatement order shall include authorization for an enforcement officer to enter the property to determine compliance with the code and compliance with an order to abate. Any failure to abate the violation as ordered by the Justice of the Peace shall be contempt of court;
 - b. shall on request of the enforcement officer, authorize the County to enter the property for the purposes of abating the violation.
 - 2. The responsible party shall cooperate with the Enforcement Officers including not preventing the officer and any other persons employed or contracted by the County to enter the property to determine compliance with the code and any orders to abate.

12.800 Summary Abatement.

The health officer, the chief of a Fire Department, the Sheriff, the Planning Director, or the Director of Public Works may, through coordination with the Code Enforcement Officer, proceed summarily to abate a health or other violation which unmistakably exists and which imminently endangers health or property; however, such summary abatement shall be limited to only those actions necessary to reduce the threat to a level that eliminates the imminent danger to health or property. No notice to the property owner or person in control of the property is required. Costs of the abatement may be assessed as provided in Section 14(Penalties and Costs).

Section 13. Hearings

- A. A person to whom a citation is issued shall have a hearing before the Justice Court of Morrow County on an issue of violation or abatement pursuant to this Ordinance and the date shall be as set forth in the citation.
- B. Hearing by Justice Court of Morrow County.
The Morrow County Justice of the Peace may act as an administrative hearings officer for the purposes of this Ordinance, unless otherwise appointed by the Board of Commissioners. The County shall have the burden of proving by a preponderance of the validity of the violation, citation, or abatement. The County may present evidence either by testimony or written report of the Public Safety Officer or Code Enforcement Officer. If the County's evidence is presented only by written report and the Justice of the Peace cannot resolve a question solely upon the information contained in the report, the hearing may be continued for a reasonable time to obtain additional information.
- C. If the Justice of the Peace finds that:
 - a. the citation, or abatement was proper, the Justice of the Peace
 - 1. Shall enter a written order supporting the citation or abatement; and
 - 2. Shall find that the owner or responsible person is liable for any costs resulting from the abatement; and
 - 3. May find that the owner or responsible person is liable for the costs of the hearing.
 - b. the citation or abatement was improper, the Justice of the Peace shall:
 - 1. Find that the owner or responsible person is not liable for any charges or abatement costs resulting from the abatement; and
 - 2. Order the County to satisfy the abatement costs.
- D. The decision of the Justice of the Peace is final subject to the protesting party having right to file a writ of review pursuant to ORS 34.010 to 34.100.
- E. If the person requesting the hearing does not appear at the scheduled hearing, the Justice of the Peace may enter an order supporting the assessed costs of the abatement.

Section 14. Penalties and Costs

14.100 Civil Penalties

Except for any separate fine issued for an amount otherwise established by law for any specific fine violation such as a nuisance dog, any person who violates the provisions of this Ordinance shall be punishable, upon conviction, by a fine for a Class A violation as provided in Oregon Statute for a non-continuing offense and for each continuing offense. Each day upon which a continuing offense occurs or continues shall constitute a separate violation if cited as such. In addition to the civil penalty amounts assessable herein, the County may recover reasonable attorney's fees, court costs and other expenses associated with enforcement activities and the costs of any actual damages incurred by the County attributable to the responsible party.

Payment of any fine shall not excuse or discharge a responsible party from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the code.

For the purposes of this Ordinance, a continuing offense occurs when a responsible party or person allows the circumstances constituting the offense to continue over consecutive 24-hour periods after:

- A. having received notice of the violation; or
- B. having refused notice of the violation; or
- C. it is reasonable to expect that the person has actual knowledge of the circumstances constituting the offense.

14.200 Costs Recoverable

- A. Upon a finding that a violation has occurred, the Justice Court has the discretion to order the violator, in addition to any penalties assessed, to reimburse the County for actual costs or expenditures incurred by the County in prosecuting, cleaning up or abating an ordinance violation for any of the following:
 - 1. Any fees charged the County for service on responsible party(s);
 - 2. Mileage for investigation service or other activities directly related to the enforcement action at the current county rate;
 - 3. Postage;
 - 4. Photocopying;
 - 5. Publication charges;
 - 6. Sampling and monitoring expenses;
 - 7. Film and development costs; and
 - 8. Any expense incurred by the County in abating or correcting a violation which the responsible party(s) has refused to correct.

All costs and expenses to be reimbursed must be documented by receipts, vouchers, or records verified by affidavit of the public official keeping such records.

14.300 Code Enforcement Cleanup Fund

- A. The Code Enforcement Cleanup Fund is hereby established. The Planning Department shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.

- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended from the Code Enforcement Cleanup Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

14.400 Weed Control Fund

- A. The Weed Control Fund is hereby established. The Board of Commissioners shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended from the Weed Control Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

14.500 Recovery on a money judgment

- A. Every money judgment shall name Morrow County as the judgment creditor.
- B. A money judgment, including but not limited to funds described in Section 14.300, Code Enforcement Cleanup Fund, and 14.400, Weed Control Fund, must be repaid by the responsible party to the County.
- C. Fines and other court costs
 - 1. The amount of any fine imposed pursuant to this Ordinance shall be transferred to the Morrow County General Fund. Fifty percent of the fine amount shall then be transferred to the Code Enforcement Cleanup Fund or Weed Control Fund, established in this Section.
 - 2. The Justice Court shall charge court costs to the responsible party, as determined within the county fee schedule, where,
 - a. The responsible party admits a violation or is found guilty of a provision of the County Code;
 - b. The responsible party fails to appear for the hearing or, following a hearing, is found to have violated a provision of the County Code; or
 - c. The defendant enters into a stipulated judgment with the County wherein the responsible party pleads guilty on the citation but agrees to make necessary corrections, as set forth in the agreement, in order to bring the responsible party's conduct, actions, omissions, or property into compliance with the County Code.
 - d. If the responsible party fails to pay the costs, the costs shall be entered as a judgment against the responsible party in the same manner and with like effect as a judgment for a fine.

14.600 Liens

Penalties and costs assessed against a violator(s) by order of the Justice Court shall, if not paid within 60 days of the date of the order or as otherwise specified in the order, be County liens as provided in Oregon Statute Recovery of Fines and Forfeitures.

Recording and releasing liens

- A. If the County intends to pursue recovery of penalties and costs against a violator the Board of Commissioners shall cause to be filed with the County Clerk an

itemized statement of the penalties and costs, as ordered by the Justice of the Peace, to be recovered. When the Statement of penalties and costs is filed the Clerk shall cause it to be entered upon a lien docket prepared for that purpose. The amount of the penalties and costs when so docketed shall constitute a first lien upon such property, except as to taxes. It shall be the responsibility of the County Treasurer to create and maintain a record of payments made by the responsible party, on a form identifying the case, the responsible party, the amount and date payment was made.

- B. The County may record a money judgment as a lien in accordance with this Section, and may pursue recovery of any money judgment.
- C. For purposes of a lien that has been filed, an error in the name of the owner or person responsible shall not void the assessment, nor will a failure to receive the notice of the proposed assessment render the assessment void but it shall remain a valid lien against the property.
- D. The Code Enforcement Officer is responsible, in consultation with the Treasurer and County Counsel, to ensure that a satisfaction of judgment and release of lien is executed and filed as appropriate, once any money judgment is paid in full.

Section 15. Stop Work or Stop Use Order

The Code Enforcement Officer, having reasonable grounds to believe that a person(s) has committed a violation, in lieu of or in addition to issuing a citation, may issue a stop work or stop use order according to the provisions of this Section.

15.100 Grounds for Issuance.

A stop work or stop use order may be issued by the Code Enforcement Officer at any point in the enforcement process, if the violation observed is on which requires immediate remedial action:

- A. To protect the public health, safety or welfare;
- B. Because the responsible party(s) refuses to cooperate with the Code Enforcement Officer; or
- C. Because the violation continues despite notice to the responsible party(s) of the violation or notice to obtain a necessary permit.

15.200 Contents.

A stop work or stop use order shall be in writing and contain the following:

- A. An order that all work or action in violation of County ordinance(s) stop immediately;
- B. The name of the person(s) or entity(s) to whom it is issued (if known);
- C. The effective date of the order;
- D. The date the order is issued;
- E. The location or address of the violation;
- F. The tax account identification number;
- G. The specific sections of the County Ordinance(s) violated;
- H. A factual description of the nature of the violation;
- I. The specific steps which the responsible party(s) must take to correct the violation;
- J. The name and signature of the Code Enforcement Officer; and
- K. An address and phone number where the Code Enforcement Officer can be contacted.

15.300 Service

A copy of a stop work or stop use order shall be posted on the property where the violation is occurring (hereinafter "subject property") and sent certified mail with return receipt, or any means of mailing by which a return receipt can be obtained, to the following:

- A. All owners and contract purchasers of the subject property;
- B. Any known lessees;
- C. The State Building Codes Agency;
- D. Any known contractors doing construction work on the subject property which would be in violation of County Ordinance(s); and
- E. Any other person(s) identifiable as a responsible party(s).

15.400 Priority

If a hearing is requested, a stop work or stop use order shall be given priority for court appearance over all other code enforcement citations and be heard by the Justice of the Peace on the next scheduled Court date.

15.500 Violation of Order

If the responsible party(s) fails to obey the order, the Code Enforcement Officer shall promptly issue a citation for violation of a stop work or stop use order. Violation of a stop work or stop use order constitutes a separate violation.

15.600 Impact on other Permits

No building permit, sanitation permit or other permit or license may be issued, or any work continued under such permits while a stop work or stop use order is in effect.

Section 16. General Provisions

16.100 Appeal

A decision of the Justice Court on an enforcement action may be appealed to the Circuit Court within 30 days of the date of the decision, in accordance with the requirements of Oregon Statute through 34.102 for a Writ of Review.

16.200 Remedies

The remedies provided herein shall be in addition to any other remedies provided by law.

16.300 Records

All records of enforcement proceedings shall be permanent County records. All Court orders, consent agreements and other Justice Court actions entered into after the issuance of a citation, and stop work or stop use orders shall be filed with the Justice Court. Liens shall be filed with the County Clerk.

16.400 Severability Clause

If any section, subsection, provision, clause or paragraph of this ordinance is adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this ordinance.

It is hereby expressly declared that every other section, subdivision, paragraph, provision or clause of this ordinance would have been enacted irrespective of the enactment or the validity of the portion declared or adjudged unconstitutional or invalid.

16.500 Amendment Procedure

Morrow County Board of Commissioners shall have the authority to order this Ordinance to be amended. During a comment period lasting a minimum of 20 days after notice of publication the Board of Commissioners shall hold two public hearings on the proposed amendments, one held in the North and one held in the South side of the county.

Appendix A

NOXIOUS WEEDS

Rush Skeletonweed
Yellow Starthistle
Tansy Ragwort
Dalmatian & Yellow Toadflax
Mediterranean Sage
Leafy Spurge
Spikeweed
Musk Thistle
Scotch Thistle
Purple Loosestrife
Common Crupina
White Top
Hounds tongue
Plumeless Thistle
Flowering Rush
Yellow Flag Iris

Appendix B

WEEDS OF ECONOMIC IMPORTANCE

Poison Hemlock
Canada Thistle
Jointed Goatgrass
St. Johnswort
Perennial Sowthistle
Field Bindweed
Cereal Rye
Wild Oats
Johnsongrass
Knapweeds-Russian, Diffuse, Spotted
Field Dodder
Water Hemlock
Medusahead Rye
Puncturevine
Kochia
Perennial Pepperweed
Myrtle Spurge
Ventenata



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

(For BOC Use)
Item #

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

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

Phone Number (Ext):
Requested Agenda Date:

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

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

Reviewed By:

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

2020 Compensation Board Packet
Re: Sheriff

ELECTED OFFICIAL SCALE
2015-2016
3.00%

TITLE	ANNUAL	MONTHLY
JUDGE	\$74,564	\$6,214
COMMISSIONER	\$37,289	\$3,107
COMMISSIONER	\$37,289	\$3,107
ASSESSOR	\$76,003	\$6,334
TREASURER	\$66,480	\$5,540
CLERK	\$66,035	\$5,503
JUSTICE OF THE PEACE	\$66,035	\$5,503
SHERIFF	\$93,471	\$7,789
	\$517,165	\$43,097

ELECTED OFFICIAL SCALE

2016-2017

3.00%

TITLE	ANNUAL	MONTHLY
COMMISSIONER	\$38,407	\$3,201
COMMISSIONER	\$38,407	\$3,201
COMMISSIONER	\$38,407	\$3,201
ASSESSOR	\$78,283	\$6,524
TREASURER	\$68,475	\$5,706
CLERK	\$68,475	\$5,706
JUSTICE OF THE PEACE	\$68,475	\$5,706
SHERIFF	\$98,136	\$8,178
	\$497,065	\$41,422

COLA 3.000%

**ELECTED OFFICIAL SCALE
2017-2018**

TITLE	MONTHLY	Annual
COMMISSIONER	3,297	39,564
COMMISSIONER	3,297	39,564
COMMISSIONER	3,297	39,564
ASSESSOR	6,719	80,631
TREASURER	5,877	70,529
CLERK	5,877	70,529
JUSTICE OF THE PEACE	5,877	70,529
SHERIFF	8,423	101,081

COLA 3.000%

Varies

ELECTED OFFICIAL SCALE 2018-2019

TITLE	MONTHLY	ANNUAL	
COMMISSIONER	4,250	51,000	no COLA
COMMISSIONER	4,250	51,000	no COLA
COMMISSIONER	4,250	51,000	no COLA
ASSESSOR	6,921	83,052	
TREASURER	6,054	72,648	
CLERK	6,054	72,648	
JUSTICE OF THE PEACE	6,250	75,000	no COLA
SHERIFF	8,676	104,112	

Comparable Counties

ELECTED JOB TITLE	UNION	WASCO	GRANT	HARNEY	WHEELER	BAKER	JEFFERSON	MORROW
POPULATION	26461	26505	7176	7329	1366	16006	24192	11372
Commissioner	\$72,755.00	\$47688-- .5	\$27060.00/.3	\$37,762.00	\$37,800.00	\$80,712.00	\$36,611.00	\$52,536.00
Sheriff	\$90,723.00	\$94320 w/15k	74,568.00	\$70,971.00	\$57,000.00	\$82,380.00	\$94,126.00	\$107,232.00
Treasurer	\$40123 / .5	\$5448 - 5hrs	63,048.00	\$60,879.00	\$35,100.00	\$72,216.00	\$60,879.00	\$74,820.00
Tax assessor/collector	\$80,245.00	\$88,560.00	66,684.00	\$65,052.00	\$45,800.00	\$72,216.00	\$62,050.00	\$85,536.00
Clerk	\$77,838.00	75144 w/10k	67,272.00	\$60,996.00	\$40,600.00	\$72,216.00	\$60,996.00	\$74,820.00
District Attorney	\$9996 stipened	N/A	N/A	N/A	\$0.00		N/A	
Surveyor	FEE FOR	N/A	N/A	N/A			\$43.11 per	
County Judge			83,352.00					
Justice of the Peace			63,048.00		53000	36108		74820
Baker has one full/one .5 and one .25 commissloner								
Jefferson has second Commissioner at \$36611 / 3rd at \$34232								

OVERHEAD FOR ELECTED OFFICIALS - ALTERNATIVE COLA CALCULATIONS

EMP #	NAME	FTE	TITLE	ANNUAL COST 3%	ANNUAL COST 2.5%	ANNUAL COST 2.25%	ANNUAL COST 2%
1807	LINDSAY, M	1	COMMISSIONER	\$96,780.88	\$96,432.47	\$96,285.27	\$96,084.07
1759	RUSSELL, D	1	COMMISSIONER	\$90,086.44	\$89,738.03	\$89,536.83	\$89,389.63
1806	DOHERTY, J	1	COMMISSIONER	\$90,086.44	\$89,738.03	\$89,536.83	\$89,389.63
1426	GORMAN, M	1	ASSESSOR	\$126,787.18	\$126,214.52	\$125,928.19	\$125,641.86
576	GUTIERREZ, G	1	TREASURER	\$120,485.44	\$119,989.47	\$119,741.48	\$119,493.49
1202	CHILDERS, B	1	CLERK	\$120,485.44	\$119,989.47	\$119,741.48	\$119,493.49
1689	DIEHL, G	1	JUSTICE OF THE PEACE	\$127,179.88	\$126,683.91	\$126,435.92	\$126,187.93
1503	MATLACK, K	1	SHERIFF	\$157,591.17	\$156,866.84	\$156,504.68	\$156,142.51
TOTAL ANNUAL EXPENSE OF ELECTED WAGES				\$929,482.87	\$925,652.74	\$923,710.68	\$921,822.61

COLA 3.000%

**ELECTED OFFICIAL SCALE
2019-2020**

TITLE		ANNUAL	MONTHLY
COMMISSIONER		52,536	4,378
COMMISSIONER		52,536	4,378
COMMISSIONER		52,536	4,378
ASSESSOR		85,536	7,128
TREASURER		74,820	6,235
CLERK		74,820	6,235
JUSTICE OF THE PEACE		77,256	6,438
SHERIFF		107,232	8,936



Human Resources

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

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

TO: Morrow County Compensation Board
FROM: Karmen Carlson, Human Resources Director
DATE: February 13th, 2020
RE: Compensation – Sheriff

The Sheriff is currently being compensated at \$107,232.00 Annually. The Board approved a 3% COLA in 2019-20.

In preparation for the compensation committee meeting, the Sheriff was invited to provide comments in the form of a letter to the Board. A response was issued to the Board of Commissioners regarding the Statutory requirement that the Sheriff will be the highest-paid employee in the department. I have attached the letter for your review. I will provide calculations based on this requirement to the committee at our meeting.

I do not have a recommendation for compensation but will defer to the Compensation Board.

There is a spreadsheet showing wages for all elected based on 2%, 2.5% and 3% COLA. We are currently in negotiations with the Teamsters. The AFSCME General and Road agreements will expire in 2021. The current agreement has a 3% COLA for 20-21.

*Please See Tab 2 for past and current wages

*Please See Tab 3 for COLA Calculations

MORROW COUNTY SHERIFF'S OFFICE

DATE: January 30, 2020
TO: Board of Commissioners
FROM: Sheriff Ken Matlack *KMM*
SUBJECT: **SHERIFF'S SALARY REVIEW**

For your information, I am providing you notice of a probable salary adjustment necessary for the Sheriff's salary due to a subordinate employee's monthly salary increasing to more than the Sheriff's monthly salary.

As you might recall, the Sheriff's salary by statute shall be greater than his highest subordinate employee. I have been advised that on April 24th 2020 Lieutenant Terry Harper will be eligible to go from Step G \$ 8,757.00 monthly salary to step H monthly salary set at \$ 9195.00.

On July 1st, 2020, Lt. Harper is expected to have a cost of living adjustment to his salary as well. The amount of the COLA is unknown. Should the COLA be for example 3%, his July salary would increase by \$ 274 for a new monthly salary of \$ 9470.

Some of the figures used are very approximate but I wanted to let you know of the projected increase to the Sheriff's salary as a result of his subordinate's salary being higher than the Sheriff's salary starting in April and again in July.

Thank you.

Cc: File

**Morrow County
Compensation Board Meeting Minutes
February 13, 2020
Bartholomew Building
Heppner, Oregon**

Present

Lisanne Currin, Compensation Board
Marie Cain, Compensation Board
Eileen Hendricks, Compensation Board
Jill Martin, Compensation Board

Debbie Radie, Compensation Board
Darrell Green, Administrator
Karmen Carlson, Human Resources Director

Call to Order: 10:00 a.m.

Open Comments

Karmen Carlson, Human Resources Director, expressed appreciation to the Compensation Board members for attending the meeting, with special thanks to the newest board members. She said the notebooks for the meeting were prepared with the intention of offering insight into how the County is doing, overall. Elected officials were asked to offer a letter and any qualifying documents to assist the Compensation Committee in making recommendations.

Election of Officers

Jill Martin nominated Lisanne Currin to remain as Chair. Eileen Hendricks seconded. Motion Passed.

Chair Currin welcomed those in the audience and asked for any citizen comments. Noting none, she advised the committee that they would work through all the positions and then make motions at the end of the meeting. All members agreed.

Minutes

Chair asked for a motion to approve the 2019 Compensation Board meeting minutes, as stated. Motion was made by Mrs. Hendricks, Ms. Martin seconded. Unanimous approval.

Chair Currin asked if there were any citizen comments prior to starting, none were offered, she then made a notation of the full attendance and said we would accept comments during the individual discussions.

Human Resources Director, Karmen Carlson, discussed the pages that outline past COLA's and past wages of elected officials.

Current CBA AFSCME agreement through June of 2021 is at 3%. Teamsters will be negotiating this spring. Last year there was a 3% COLA covering all County employees.

Elected Officials Compensation Deliberations

Commissioners

Chair Currin asked the Committee if they had any comments on the Commissioners and that no Commissioner had supplied a letter or any comment regarding their compensation.

There was Discussion for the new members that the Commissioners had been given a pay increase based on the amount of time they were all spending for their duties and that currently there was no discussion as to their wage.

It was asked how many hours this position requires. Discussion followed regarding the Commissioners position falling somewhere between part-time and full-time. The Commissioners hours have increased, as the current Officials have taken on some major committee and roles. A Board member asked if the Commissioners cover the entire County and not just a region. This was confirmed.

Assessor

Chair Currin advised that the Assessor offered a letter as well as the Assessed value for the County. Debbie Radie made comment that the Compensation could be looked at based on the size of the employees in the office as well as the budget for the department. Discussion ensued as to what the Assessors' office job duties were.

Questions regarding staff changes in the past were asked, no changes have been made for many years. Expanded the use of the Enterprise zone and SIP programs that the amount of work has increased and since these programs did not exist years ago that the work is more complex today. Chair Currin brought up the compensation of other counties and made comment that we were not the highest but certainly not the lowest.

Eileen Hendricks made comment that the Assessor did not request an increase in his letter and Chair Currin affirmed that they normally ask for a compensation raise if they feel it is appropriate.

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

Clerk

The board notated the letter in the books submitted by Clerk Bobbi Childers.

Debbie Radie asked about the Irrigon Office that the Clerk maintains one day per week and if it was staffed full time. Ms. Carlson explained that the staffing levels had not changed in the Clerks office. Ms. Crawford was in the audience and explained that the Clerk staffed the Irrigon office is open Thursday from 9am – 4pm and closed the rest of the week. Marie Cain asked the question regarding the flow of people into the Irrigon office. Theresa offered that the Clerk can record in that office and that is new but she can be busy there and other days it is slow.

Chair Currin explained that there is a defined set of statues for your position so that when you compare county to county that the workload is similar. We are on the similar play book as other county officials so when we look at the compensation survey, we are in the middle of the all other

like counties.

Ms. Carlson explained that even if some of the duties of other elected officials are completed by others, the elected is responsible for overseeing those statute duties.

Treasurer

Ms. Carlson explained that there has been discussion with the Board of Commissioners and the Budget Committee regarding the Treasures job duties and due to the fact that the Treasurer will not be running for another term that the County should look at if this position should stay full time or be considered $\frac{3}{4}$, $\frac{1}{2}$, or $\frac{1}{4}$ time. The packet has a salary survey as well as information collected that shows the varying compensation levels of the Treasurers across the State and hours worked. The budget committee referred back to the Compensation Committee for their recommendations.

Debbie Radie asked Treasurer Gutierrez how the process for the County works through the Treasurer's office and a discussion regarding the Treasurer's office ensued. Gutierrez advised that she handles every dollar that comes into and out of the County. Gutierrez also advised that she has had the same workload for the entire 23 years but that prior to her arrival, the Treasurer's office handled Tax Collection and had employees. Hendricks asked the Treasurer if she felt that it was a full-time position and Gutierrez replied yes, that she is consistently being contacted by departments for assistance, deposits, and other questions.

Ms. Carlson advised that some of the Counties on the Survey have employees in the finance office that complete the work and that the Treasurer simply checks the work and signs off on it.

Chair Currin advised that the Compensation Committee is only asked to make recommendations on current wages and not to make decisions on job duties or to change hours. Marie Cain advised that she believes that even if the position is a full-time requirement that the wage appears inflated based on the job duties, Debbie Radie agreed with that statement and all committee members agreed that an independent party should do a job analysis on the position prior to making any changes.

It was discussed about wage scales for Elected Officials. Officials who have been in a position a long time, may be deserving of more compensation compared to someone who is new with no experience. On the other hand, the Officials are required to fulfill their statutory duties and the job doesn't change based on the qualifications.

Sheriff

Chair Currin stated from a comparable county standpoint, Sheriff Matlack is at the top end compared to wages in other Counties. It was noted that there is not much the committee can do, given that the Sheriff has to be the highest paid employee.

Ms. Carlson noted that the highest paid employee, Lieutenant Harper could retire at any time and this wage would have to be revisited at that point.

The Sheriff wanted to clarify that he could've chosen his highest paid employee as an undersheriff to ensure that he received regular pay raises, but chose someone who he thought was the best fit for

that position.

The Sheriff would also like more data to come into play when making these analyses, maybe by an external source. Chair Currin agreed that it is difficult to truly analyze wages against other Counties, when the positions are not necessarily the same.

Justice of the Peace

Ms. Carlson noted that the previous Justice of the Peace wage was increased in order to properly compensate Judge Spicer for having a law degree. The wage was then decreased when Judge Diehl took office, since he did not have those same credentials. It was noted that Judge Diehl was appointed, and will have to run in the upcoming elections.

No other comments were made relative to the Justice of the Peace deliberation.

District Attorney (DA)

Ms. Carlson refreshed the Board's memory that the previous year's wage stipend was increased from \$8,000 to \$11,000.

There was an explanation made that the County formerly contracted for counsel with an outside source, and now we pay our current DA's for that service as well. The County Counsel stipend is a separate wage than the DA Stipend.

Mr. Green clarified that all Human Resource issues are done separately by a labor law attorney.

Compensation Board Recommendation to the Morrow County Board of Commissioners

Comments

Chair Currin welcomed any open comments before making their recommendations for each position.

Sheriff Matlack noted that there are only about 12 Justice of the Peace districts left in the State. The Justice of the Peace is known as the People's Judge and is responsible for handling the medial tasks. He believes that it is a disservice to the people when the wage is adjusted based on the qualifications of the Officer. The Justice of the Peace system doesn't require as many qualifications as a Circuit Court system.

Sheriff Matlack also wanted to note that the Treasurer works very hard and autonomously and he believes more data should be compiled to determine if this is truly a part-time or full-time position.

Adjustments

Ms. Carlson clarified that the AFSCME contracts would get 3% COLA's and then in 2021 will go back into negotiations.

Chair Currin asked what the current CPI was. It was noted that the book stated a 2.3% CPI for this side of the state. Ms. Carlson specified that it has been fluctuating from 2.8% – 2.3%.

It was stated that there were other Counties planned COLA's provided in the book as well.

A Board Member stated that a 3% COLA would be fair and comparable with other municipalities.

*Motion to issue a 3% cost of living adjustment for all Elected Officials effective July 1, 2020.
Seconded. Unanimous approval.*

There was discussion that the County would be able to authorize an increase of the Sheriff, if needed, in the case that the highest paid employee received a step increase in order to stay compliant with the ORS. Again, it was stated that the Sheriff's salary is on the high end of the comparables.

*Motion to meet the statutory requirements of the Sheriff, and let the Budget Committee increase the salary based on the highest paid employee's step increase in April in addition to the COLA in July.
Seconded. Unanimous approval.*

It was asked what affects the benefit levels of the employees. Mr. Green clarified that an employee who works less than 20 hours a week is not eligible for benefits, and a part-time employee less than 40 hours a week would have the premium pro-rated accordingly.

Discussion occurred explaining how the Treasurer's salary should be in line with the Staff Accountant's salary. Another member disagreed in the fact that the Treasurer doesn't have a boss, and the Staff Accountant does. It was suggested that the Treasurer's wage should be less than the Clerks.

Chair Currin stated that what it sounds like, is the Board is recommending that the County takes a deeper dive into the workload of the Treasurer and perform a Classification Study.

The Board would like to see a deeper analysis of the position's responsibilities and time-commitment and where those duties would fall on the scale in coordination with the JobMeas.

The Board suggested the recommendation should be to look at the Treasurer in relation to the County Clerk, the Staff Accountant, and the Finance Director and assess based on that. Members agreed that the new Treasurer should be hired at a lower dollar number. It was noted that the Election Year is the right time to do it.

Members are recommending increases for the Clerk and the Assessor. This would allow to compensate these positions with the growth that's in the County. She proposes a 10% increase for each position. This would substitute the COLA for the first year. Ms. Hendricks emphasized that the Assessor has a lot more work, and that Assessors in other Counties/States don't always choose to do the extra work. She believes our Assessors office is very responsive and amazing.

It was agreed that it didn't make sense that the Assessor is paid the same as the Clerk and the Treasurer, but has an increased workload and supervises 6 employees in comparison to 2 and 0.

It is recommended that the Commissioners do not receive a pay increase other than the COLA.

It is recommended that the Justice of the Peace does not receive a wage increase other than the COLA.

It is recommended that the District Attorney does not receive a stipend increase. The DA has never received a COLA on his stipend.

However, the Board motions to increase the stipend by the equivalent of the COLA 3%. Ms. Martin excused herself from the vote as a result of a conflict of interest. Seconded. Unanimous approval.

Chair Currin commented that the Clerk position is where it needs to be. A member motions for a 5% increase. No second, motion dies due to a lack of a second. It is recommended for no adjustment on the Clerk's salary other than the COLA.

It is recommended that the Treasurer does not receive a wage increase or decrease other than the COLA.

The Board moved to issue a 10% increase for the Assessor's position and exclude the 3% COLA. Seconded. Unanimous approval.

It was noted that the Board was asked to make a recommendation on the Treasurer's position and that it is their obligation to make some sort of recommendation. It was suggested that the skill level of the job does not justify the current salary. The Board would like to re-evaluate at the time that more information is provided to them.

It is recommended that this is changed before the next election cycle, as there is not enough time to make a reasonable change for the upcoming election.

Adjourned: 12:15 p.m.

Minutes approved by Compensation Board on 2/18/2021

2021 Compensation Board Documents
re: Sheriff

COLA 2.500%

ELECTED OFFICIAL SCALE
2020-2021

TITLE	MONTHLY
COMMISSIONER	4,487
COMMISSIONER	4,487
COMMISSIONER	4,487
ASSESSOR	7,805
TREASURER	6,391
CLERK	6,391
JUSTICE OF THE PEACE	6,391
SHERIFF	9,433

*2019-2020 = 9.5%

*Set at \$100 annually over the highest paid subordinate in the S.O.

1/20/2021

**CROSS COUNTY COMPARISON OF ELECTED OFFICIALS, NEXT HIGHEST PAID
EMPLOYEE, AND OTHER DEPARTMENT HEADS**

NAME	PAY TYPE	HOURLY RATE	PAY PERIOD SALARY	OVERTIME RATE	MONTHLY SALARY	ANNUAL SALARY
ADMINISTRATION						
COMMISSIONER	S	25.89	2070.89	38.83	4486.93	53843.14
COMMISSIONER	S	25.89	2070.89	38.83	4486.93	53843.14
COMMISSIONER	S	25.89	2070.89	38.83	4486.93	53843.14
TOTALS:					26996.68	323960.00
FINANCE						
FINANCE DIRECTOR	S	44.73	3578.52	67.10	7753.46	93041.52
TOTALS:					26518.87	318226.48
HUMAN RESOURCES						
HR MANAGER	S	28.84	2306.82	43.25	4998.11	59977.32
TOTALS:					16934.21	203210.54
COUNTY ASSESSOR						
ASSESOR & TAX COLLECTOR	S	45.03	3602.38	67.55	7805.16	93661.88
TOTALS:					43943.54	527322.38
COUNTY CLERK						
COUNTY CLERK	S	36.87	2949.63	55.31	6390.87	76690.38
TOTALS:					14712.61	176551.18
JUSTICE OF THE PEACE						
JUSTICE OF THE PEACE	S	36.87	2949.63	55.31	6390.87	76690.38
TOTALS:					12121.14	145453.62
NAME	PAY TYPE	HOURLY RATE	PAY PERIOD SALARY	OVERTIME RATE	MONTHLY SALARY	ANNUAL SALARY

DISTRICT ATTORNEY						
DISTRICT ATTORNEY	S	STIPEND	423.07		916.65	11000.00
					TOTALS:	19069.28 228831.46
JUVENILE						
JUVENILE DIRECTOR	S	36.80	2944.10	55.20	6378.88	76546.60
					TOTALS:	14700.62 176407.40
SHERIFF'S OFFICE						
SHERIFF	S	54.42	4353.73	81.63	9433.08	113196.98
*NEXT HIGHEST EMPLOYEE	S	49.32	3945.32	73.98	8548.19	102578.32
					TOTALS:	181936.00 2183231.96
PUBLIC HEALTH						
PUBLIC HEALTH DIRECTOR	S	38.64	3091.26	57.96	6697.73	80372.76
					TOTALS:	42212.73 506552.54
PLANNING						
PLANNING DIRECTOR	S	45.67	3653.85	68.51	7916.68	95000.10
					TOTALS:	21066.63 252799.56
COMMUNITY DEVELOPMENT						
COMM DEV DIRECTOR	S	42.60	3408.16	63.90	7384.35	88612.16
					TOTALS:	7384.35 88612.16
SURVEYOR						
SURVEYOR	S	38.64	3091.26	57.96	6697.73	80372.76
					TOTALS:	6697.73 80372.76
NAME	PAY TYPE	HOURLY RATE	PAY PERIOD SALARY	OVERTIME RATE	MONTHLY SALARY	ANNUAL SALARY
PUBLIC WORKS						

PUBLIC WORKS DIRECTOR	S	44.73	3578.52	67.10	7753.46	93041.52
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TOTALS:					105650.58	1267806.54
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FAIR

FAIR SECRETARY	H	18.81		28.22	1548.69	18584.28
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TOTALS:					1548.69	18584.28
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VETERANS

VETERANS SERVICE OFFICER	H	26.47	2117.24	39.70	4587.35	55048.24
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TRANSPORTATION

TRANSP COORDINATOOR	S	20.49	1639.36	30.74	3551.95	42623.36
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TOTALS:					12711.16	152533.68
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GRAND TOTAL 607173.74 7286083.22

AVERAGE DEPT HEAD RATE \$6,087.18 monthly

Compensation Board		County Name:		Date:					
2021-2022		Wasco County		1/20/2021					
Positions	FTE Status	Current Salary	Min Wage	Max Wage	Extra Benefits	% of insurance		Notes	
						premium paid by ER	% contributed to retirement by ER		
Sheriff	1.0	\$96,665.28	\$6,776.75	\$8,256.83	N/A	*	N/A	Receives \$10k stipend for supervising 911 and corrections	
County Clerk	1.0	\$78,944.16	\$5,267.73	\$6,418.22	N/A	*	N/A	* 100% EE only, 85% county/15% EE+family coverage	
Assessor & Tax Collector	1.0	\$90,765.24	\$6,363.13	\$7,752.85	N/A	*	N/A		
Treasurer	0.2	\$6,726.03	\$1,122.03	\$1,367.08	N/A	*	N/A	Oversees Veterans; Limited to 260 hrs/yr max; Pro-rated from \$33,630	
Justice of the Peace	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not a position w/in Wasco Co.	
Commissioner	0.5	\$23,840.04	\$3,181.57	\$3,876.43		*	N/A	All expenses paid for business travel; Pro-rated from \$47,680	
Chair Commissioner	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No additional benefits for BOC Chair	
District Attorney Stipend	State EE	\$0.00	N/A	N/A	Cell	N/A	N/A	State position. County pays cell phone stipend of \$50/month.	

Compensation Board		County Name: Jefferson County		Date: 1/19/2021				
2021-2022								
						% of insurance premium paid by ER	% contributed to retirement by ER	
Positions	FTE Status	Current Salary	Min Wage	Max Wage	Extra Benefits	ER	% contributed to retirement by ER	Notes
Sheriff	1.0	\$96,097.44	N/A	N/A	N/A	90	Tier 1 PERS	
County Clerk	1.0	\$66,696.24	N/A	N/A	N/A	90	Tier 1 PERS	
Assessor & Tax Collector	1.0	\$75,438.24	N/A	N/A	N/A	90	PERS	
Treasurer	200 hrs/yr max	\$33.57	N/A	N/A	N/A	90	PERS	\$6714 max per year
Justice of the Peace	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commissioner	1.0	\$37,449.72	N/A	N/A	N/A	90	PERS	
Commissioner	1.0	\$35,016.12	N/A	N/A	N/A	90	Tier 1 PERS	OPSRP must contribute 6% of own wages to rtrmnt
Chair Commissioner	1.0	\$37,449.72	N/A	N/A	N/A	90	PERS	
District Attorney Stipend	1.0	\$15,523.68	N/A	N/A	N/A	90	Tier 1 PERS	

Compensation Board		County Name:		Date:					
2021-2022		Crook County		1/19/2021					
Positions	FTE Status	Current Salary	Min Wage	Max Wage	Extra Benefits	% of insurance premium paid by ER	% contributed to retirement by ER	Notes	
Sheriff	1.0	\$110,614.40	N/A	N/A	N/A	N/A	\$325 / mo		
County Clerk	1.0	\$84,032.00	N/A	N/A	N/A	N/A	\$325 / mo		
Assessor & Tax Collector	1.0	\$100,150.40	N/A	N/A	N/A	N/A	\$325 / mo	\$88,150 for Assessor; \$12,000 stipend for tax collector	
Treasurer	0.2	\$10,000.00	N/A	N/A	N/A	N/A	N/A	\$10,000 stipend (included); 360 hrs/yr max	
Justice of the Peace	N/A	N/A	N/A	N/A	N/A	N/A	\$325 / mo	County Judge	
Commissioner	0.5	\$54,496.00	N/A	N/A	N/A	N/A	\$325 / mo	Pro-rated from \$108,992	
County Judge	1.0	\$108,992.00	N/A	N/A	N/A	N/A	\$325 / mo		
District Attorney Stipend	1.0	49.63/hr	N/A	N/A	N/A	N/A	\$325 / mo		

Compensation Board		County Name: Baker County		Date: 1/19/2021				
2021-2022								
Positions	FTE Status	Current Salary	Min Wage	Max Wage	Extra Benefits	% of insurance premium paid by		Notes
						ER	% contributed to retirement by ER	
Sheriff	1.0	\$84,033.60	N/A	N/A	N/A	95	PERS	Certification Pay
County Clerk	1.0	\$73,656.00	N/A	N/A	N/A	95	PERS	
Assessor	1.0	\$73,656.00	N/A	N/A	N/A	95	PERS	Assessor is not Tax Collector
Treasurer/Tax Collector	1.0	\$73,656.00	N/A	N/A	N/A	95	PERS	Treasurer is also Tax Collector
Justice of the Peace	0.5	\$36,828.00	N/A	N/A	N/A	47	PERS	Pro-rated
Commissioner	0.5	\$36,144.00	N/A	N/A	N/A	95	PERS	Pro-rated
Chair Commissioner	1.0	\$82,332.00	N/A	N/A	N/A	95	PERS	
Commissioner	0.25	\$18,072.00	N/A	N/A	N/A	95	PERS	Pro-rated

Compensation Board		County Name:		Date:		1/19/2021		
2021-2022		Umatilla County						
Positions	FTE Status	Current Salary	Min Wage	Max Wage	Extra Benefits	% of insurance premium paid by ER	% contributed to retirement by ER	Notes
Sheriff	1.0	\$117,300.00	N/A	N/A	Vehicle	75*	25	*100% ins paid of single medical choosen
County Clerk	1.0	\$88,868.00	N/A	N/A	N/A	75*	25	Administrative Services Director - Includes Clerk Duties
Assessor & Tax Collector	1.0	\$88,868.00	N/A	N/A	N/A	75*	25	
Treasurer	1.0	\$118,716.00	N/A	N/A	N/A	75*	25	Chief Finance Officer - Includes Treasurer Duties
Justice of the Peace	1.0	N/A	N/A	N/A	N/A	N/A	N/A	
Commissioner	1.0	\$95,448.00	N/A	N/A	Vehicle	75*	25	
Chair Commissioner	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No additional benefits for BOC Chair
District Attorney Stipend	1.0	\$20,420.00	N/A	N/A	Vehicle	N/A	N/A	

Comparison Totals

Position	Morrow	Wasco	Jefferson	Crook	Baker	Umatilla
Sheriff	\$113,197.00	\$96,665.28	\$96,097.44	\$110,614.40	\$84,033.60	\$117,300.00
County Clerk	\$76,691.00	\$78,944.16	\$66,696.24	\$84,032.00	\$73,656.00	\$88,868.00
Assessor & Tax Collector	\$93,662.00	\$90,765.24	\$75,438.24	\$100,150.40	\$73,656.00	\$88,868.00
Treasurer	\$76,691.00	\$6,726.03	\$33.57	\$10,000.00	\$73,656.00	\$118,716.00
Justice of the Peace	\$76,691.00	N/A	N/A	N/A	\$36,828.00	N/A
Commissioner	\$53,843.00	\$23,840.04	\$37,449.72	\$54,496.00	\$27,108.00	\$95,448.00
Chair Commissioner	N/A	N/A	\$37,449.72	Judge \$108,992	\$82,332.00	N/A
District Attorney Stipend	\$11,000.00	\$0.00	\$15,523.68	49.63/hr	\$0.00	\$20,420.00

ORS 204.112¹

County compensation board

- **members**
- **compensation review and recommendations**

- (1) Each county governing body shall appoint a county compensation board. A county compensation board shall consist of from three to five members, who are knowledgeable in personnel and compensation management.
- (2) The county compensation board shall annually recommend a compensation schedule for the county elective officers mentioned in ORS 204.005 (Election or appointment of county officers).
- (3) The county compensation board shall annually review the compensation paid to persons comparably employed by the State of Oregon, local public bodies and private businesses within a labor market deemed appropriate by the board for each elective officer. The county compensation board shall take into account such factors as the number of employees supervised and the size of the budget administered by each elective officer, the duties and responsibilities of each elective officer, and the compensation paid to subordinates and other appointed employees who serve in positions of comparable management responsibility. The county compensation board shall prepare and approve by majority vote a recommended compensation schedule for the elective officers and shall submit the recommended compensation schedule to the county governing body.
- (4) Notwithstanding subsections (1) to (3) of this section, the sheriff's salary shall be fixed in an amount which is not less than that for any member of the sheriff's department. [1989 c.941 §1]

¹ Legislative Counsel Committee, *CHAPTER 204—County Officers*, https://www.oregonlegislature.gov/bills_laws/ors/ors204.html (2019) (last accessed May 16, 2020).

Sheriff Summary

Current Wage	9,433.08/mo	113,196.98/yr
Number of subordinates supervised	37	
Size of budget administered	\$4,605,707	

A memo was not provided by the Sheriff

ORS 206.010¹

General duties of sheriff

The sheriff is the chief executive officer and conservator of the peace of the county. In the execution of the office of sheriff, it is the sheriff's duty to:

(1) Arrest and commit to prison all persons who break the peace, or attempt to break it, and all persons guilty of public offenses.

(2) Defend the county against those who, by riot or otherwise, endanger the public peace or safety.

(3) Execute the process and orders of the courts of justice or of judicial officers, when delivered to the sheriff for that purpose, according to law.

(4) Execute all warrants delivered to the sheriff for that purpose by other public officers, according to law.

(5) Attend, upon call, the Supreme Court, Court of Appeals, Oregon Tax Court, circuit court, justice court or county court held within the county, and to obey its lawful orders or directions.

[Amended by 1985 c.339 §1]



Wasco County Sheriff

Our Vision: Pioneering Pathways to Prosperity

Our Mission: Partner with our citizens to proactively meet their needs and create opportunities

Job Title:	Sheriff	Department:	Sheriff's Office
Reports To:	The People	Salary Grade:	M4
Union:	No	Rate:	
FLSA Classification:		Revision Date:	05/07/2019

SUMMARY:

The Wasco County Sheriff is an elected official who is responsible for law enforcement on the County level. The Sheriff serves a four (4) year term of office. The Wasco County Sheriff is responsible for full-service law enforcement, enforcing all state and local laws, maintaining active traffic safety and enforcement units, managing the county jail, providing marine boating safety patrols, being responsible for county Search and Rescue, and providing law enforcement services for the courts. The Sheriff works in collaboration with the City of The Dalles and the Oregon State Police on dedicated specialized teams that include the interagency drug team (MINT).

EXAMPLES OF PRINCIPAL DUTIES:

- Provide high levels of customer service in interactions with subordinates, peers, colleagues, community citizens, partner agencies, vendors and neighboring county officials.
- Uphold and exhibit qualities associated with the Vision, Mission and Values of Wasco County and the Sheriff's Office.
- Supervises a force of deputies and other employees of the sheriff's department
- Enforces the law on a county level
- Oversees the distribution of funds for undercover operations
- Acts as the county jail's warden; accountable for the custody and care of prisoners
- Supervises operations of the regional county jail (NORCOR)
- When County Courts are in session, acts as Chief Security Officer
- Review, as necessary, evidence, daily patrol activity logs, information on division activities, investigations, effectiveness of procedures, efficiency of subordinates, etc.
- Perform training sessions at police academy or other training facility
- Take field command in emergency situations
- Take disciplinary action for employees when necessary
- May conduct public information sessions on law enforcement matters
- Assists with personnel problems within division
- Develops procedures and guidelines for officers based on legal material and law enforcement experience
- Firearms training and operational preparedness
- Prepares budget
- Makes requests for services and equipment, justifies purchases as needed

This job description in no way states or implies that these are the only duties to be performed by an individual occupying this position. Individuals may be required to perform other related duties as assigned, to ensure workload coverage. Individuals are required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor. This job description does not constitute an employment agreement between the employer and elected official, and is subject to change by the County as the organizational needs and requirements of the job change.

The job specification requirements stated are representative of minimum levels of knowledge, skills, and abilities to perform this job successfully. Any satisfactory equivalent combination of experience and training which ensures the ability to perform the work may substitute for the above so that the individual will possess the abilities of aptitudes to perform each duty proficiently.

KNOWLEDGE, SKILL AND ABILITY:

- Thorough knowledge of county government organization, powers and function and relationships with other governmental jurisdictions.
- Thorough knowledge of the principles and practices of public budgeting, finance, reporting and personnel management.
- Considerable ability and skill in establishing and maintaining cooperative and harmonious working relationships with county administrative officials and employees, representatives of business and government organizations and the general public.
- Ability to speak effectively before varied groups.

SCOPE AND ACCOUNTABILITY:

Supervision Received: The Wasco County Sheriff is accountable directly to the Constitution of the United States, state statutes and the citizens of Wasco County.

Supervision Exercised:

EXPERIENCE AND TRAINING:

Required:

This person is 21 years of age or older;

This person has at least four years' experience as a full-time law enforcement officer or at least two years' experience as a full-time law enforcement officer with at least two years' post-high-school education; and

The person has not been convicted of a felony or of any other crime that would prevent the person from being certified as a police officer under ORS 181A.355 to 181A.670.

Additionally, if the person is not certified as a police officer by the Department of Public Safety Standards and Training (DPSST) at the time of accepting appointment or filing as a candidate, a person elected or appointed to the office of sheriff must obtain the certification not later than one year after taking office. A copy of the certification shall be filed with the county clerk or the county official in charge of elections. The county governing body shall declare the office of sheriff vacant when the person serving as sheriff is not certified as a police officer within one year after taking office.

Preferred:

Education beyond a high school diploma or GED is always preferable and advantageous. A degree in Criminal Justice, Criminology, Psychology, Public Administration, Public Policy, etc. from an accredited college or university

WORK ENVIRONMENT:

Outlined below in the physical requirements section.

SPECIFIC QUALIFICATIONS/SPECIAL PROJECTS:

ESSENTIAL FUNCTIONS, PHYSICAL DEMANDS AND WORK ENVIRONMENT CHECKLIST

POSITION:
DEPARTMENT:

BODY MOVEMENTS	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Bend/Stoop			X		
Crouch/Squat		X			
Kneel		X			
Twist			X		
Crawl		X			
Balancing					X
Walk-Level Surfaces				X	
Walk-Uneven Surfaces				X	
Working at Heights		X			
Climb-Ladder		X			
Climb-Stairs/Inclines			X		
<i>Additional Comments:</i>					

MATERIALS HANDLING	Never 0%	Rare 1-5%	Occas. 6-33%	Freq. 34-66%	Cont. 67-100%
Lift					
Up to 10 lbs.			X		
11-25 lbs.			X		
26-50 lbs.		X			
51-75 lbs.	X				
Over 75 lbs.	X				
<i>Additional Comments:</i>					

Carry					
Up to 10 lbs.			X		
11-25 lbs.			X		
26-50 lbs.		X			
51-75 lbs.	X				
Over 75 lbs.	X				
<i>Additional Comments:</i>					

Push					
Up to 10 lbs.			X		
11-25 lbs.			X		
26-50 lbs.		X			
51-75 lbs.		X			
Over 75 lbs.		X			
<i>Additional Comments:</i>					

Pull					
Up to 10 lbs.		X			
11-25 lbs.		X			
26-50 lbs.		X			
51-75 lbs.		X			
Over 75 lbs.	X				
<i>Additional Comments:</i>					

Upper Extremities					
Use of Hands					X
Grasp/Grip					X
Pinch/Squeeze				X	
Reach – Overhead			X		
Reach – Shoulder Level				X	
Use of Office Tools					X
Computer Usage					X
<i>Additional Comments:</i>					

PHYSICAL ENDURANCE	Hours /Day	Comments
Sit	4-6	Able to change pos. freq.
Stand	2-4	
Walk	2-4	On uneven surfaces
Stand / Walk	2-6	On uneven surfaces
Overall Job Strength:		

COMMUNICATION	(Mark "X" if critical for job).	
Hearing	X	In person and phone
Vision	X	
Talking	X	In person and phone
Writing	X	Reading. Write legibly.
<i>Additional Comments:</i>		

ENVIRONMENT AND EXPOSURES	(Mark "X" if critical for job).	
General Office	X	
Noise Level	X	Ambient
Weather Conditions	X	Heat / Cold
Airborne Exposures	X	
Bloodborne Pathogens	X	Rare
1st Aid/CPR Certificate	X	

OTHER JOB DEMANDS	Yes/No	Comments
Independent Judgment	Yes	Reactive and Proactive
Analytical Ability	Yes	
Active Listening	Yes	Attentive
Problem Solving	Yes	
Self Accountability	Yes	
Conflict Resolution	Yes	
Positive Regard for Others	Yes	Team player, Congenial & respectful
Flexibility/Adaptability	Yes	
Public Relations	Yes	
Attention to Detail	Yes	Accuracy required
Time Management	Yes	Organizational skills
Objectivity	Yes	
Leadership Skills	Yes	
Frequent Interruptions	Yes	
Study/Apply New Skills	Yes	
Computer Usage	Yes	Proficiency & competency
Driving	Yes	Travel - multiple worksites
CDL Licensure	No	

Additional Comments:

Analyzed By:	Nichole Biechler, Human Resources Mngr. Supervisor's Name, Title
Date Reviewed:	04/30/2018

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

Present

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

Zoom

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

Call to Order: 9:33 a.m.

Introductions

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

Election of Officers

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

Minutes

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

Open Comments

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

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

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

Overall Summary/Analysis

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

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

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

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

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

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

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

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

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

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

Elected Officials Compensation Deliberations

Assessor

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

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

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

Clerk

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

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

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

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

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

Commissioners

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

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

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

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

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

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

District Attorney (DA)

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

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

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

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

Justice of the Peace

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

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

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

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

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

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

Sheriff

Ms. Grogan stated the Sheriff's salary has to be the highest compensated in the office. She added that the employee's salary that was pushing the Sheriff's wage up has retired. The next highest paid employee is now the Undersheriff at \$102,578. She also discussed that historically the Board has recommended that the Sheriff's salary sit at \$100 more annually then the next highest paid employee.

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

Treasurer

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

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

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

Compensation Board Recommendation to the Morrow County Board of Commissioners

Comments

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

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

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

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

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

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

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

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

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

Adjustments

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

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

Adjourned: 11:05 a.m.

Minutes approved by Compensation Board on 00/00/0000

Morrow County V/E-Add Alt Log



Design Builder's Contingency						\$133,296.00	\$133,296.00
Item #	Description	ROM	Decision Date	Pending	Trending	Approved	Trend + App
7	Sherriff/Holding Cell room premanufactured steel bar enclosure to be provided by Morrow Co				0.00	12,800.00	12,800.00
8a	Option 1 - Add battery operated automatic bathroom amenities (soap, paper towel, etc.)		5/6/2021		0.00	-1,075.00	-1,075.00
8b	Option 2 - Add electrical hard-wired automatic bathroom amenities (soap, paper towel, etc.)		Declined		0.00		0.00
10a	Provide conduit for future generator connection.				0.00		0.00
10b	Provide generator (existing) backup power to Sheriff area in lieu of standard building battery backup	-11,565.00	6/3/2021		-11,565.00		-11,565.00
10c	Add larger generator for increased coverage				0.00		0.00
10d	Provide vault for future generator	-5,078.00	7/6/2021		-5,078.00		-5,078.00
10e	Provide conduit for future generator natural gas.		7/6/2021		0.00		0.00
11	Add electric snow melt at Court and Veterans entrances - 750sf	-31,726.00	6/3/2021		-31,726.00		-31,726.00
13	Elevated Judge's Desk Area		Complete		0.00	-3,820.00	-3,820.00
15	Motorized Sheriff Gate		6/3/2021		0.00		0.00
16	Conduit to future gate & snow melt		Complete		0.00	-2,295.19	-2,295.19
17	Data conduit from utility to new building and to existing building		Complete		0.00	-5,401.19	-5,401.19
18	Data conduit to east property line for future use		Complete		0.00	-1,031.17	-1,031.17
19	Relocate electrical service to northwest corner of building		Complete		0.00	-5,959.00	-5,959.00
20	Relocate CT enclosure/main breaker from indoor to outdoor		Complete		0.00	-2,897.40	-2,897.40
21	Change VRF-1 & VRF-2 from 50A to 200A breakers with associated conduit and wiring		Complete		0.00	-6,975.16	-6,975.16
22	Upgrade three (3) street light poles to fixture type ST including poles, bases, meter, service changes, wire and lighting control			-25,293.60	-25,293.60		-25,293.60
23	Electric vehicle charging station	-12,854.00			-12,854.00		-12,854.00
24	Upgrade landscaping				0.00		0.00
25	Add 9 Data locations with 3 drops at each location.		Declined		0.00		0.00
26	Add 1 Data drop to all existing locations for a total of 3 drops.		6/3/2021		0.00	-7,120.00	-7,120.00
27	Delete 4 Cameras		6/3/2021		0.00	2,524.00	2,524.00
28	Add 18" razor wire to top of fence		5/27/2021		0.00	-6,600.00	-6,600.00
29	Add slats to north section of fence		5/27/2021		0.00	-2,868.00	-2,868.00
30	Change from black to standard galvized for main fence		5/27/2021		0.00	6,400.00	6,400.00
31	Change from black to standard galvized at trash enclosure		5/27/2021		0.00	665.00	665.00
32	Use Best small format interchangeable cores (SFIC)		5/27/2021		0.00	-345.76	-345.76
33	Snow Breaks		6/3/2021		0.00		0.00
	Current Balance	-\$61,223.00		-\$25,293.60	-\$86,516.60	-\$23,998.87	-\$110,515.47
	Remaining Contingency					\$109,297.13	\$22,780.53



Office of the County Counsel

P.O. Box 664, Heppner, Oregon 97836
Telephone: (541) 676-5626
Facsimile: (541) 676-5660

Justin Nelson: County Counsel
Richard Tovey: County Counsel

May 11, 2021

TO: Umatilla Electric Cooperative
c/o Robert Echenrode
P.O. Box 1148
Hermiston, Oregon 97838

Tommy A. Brooks
Cable Huston, LLP
1455 SW Broadway, Suite 1500
Portland, OR 97201

FROM: Justin Nelson
Morrow County Counsel

RE: LUD-N-26-20

Land Use Decision Request LUD-N-26-20 is a Umatilla Electric Cooperative request to allow construction and operation of a double circuit 230 kV transmission line on single-poles ranging from -90' to -130' in height on lands zoned Exclusive Farm Use. The property involved in this land use action is described as Tax Lot 3400 of Assessor's Map 4N 25 10; Tax Lots 500 and 600 of Assessor's Map 4N 25 11; Tax Lot 101 of Assessor's Map 4N 25 13; Tax Lot 201 of Assessor's Map 4N 26 07.

On July 21, 2020, Morrow County Interim Planning Director Stephanie Case approved Land Use Decision LUD-N-26-20 subject to conditions of approval (Attachment 1). The approval by the Morrow County Planning Department was appealed to the Morrow County Planning Commission. On September 4, 2020, the Morrow County Planning Commission affirmed the decision of the Morrow County Planning Director and approved Land Use Decision Request LUD-N-26-20. The Morrow County Planning Commission approval was further appealed to the Morrow County Board of Commissioners.

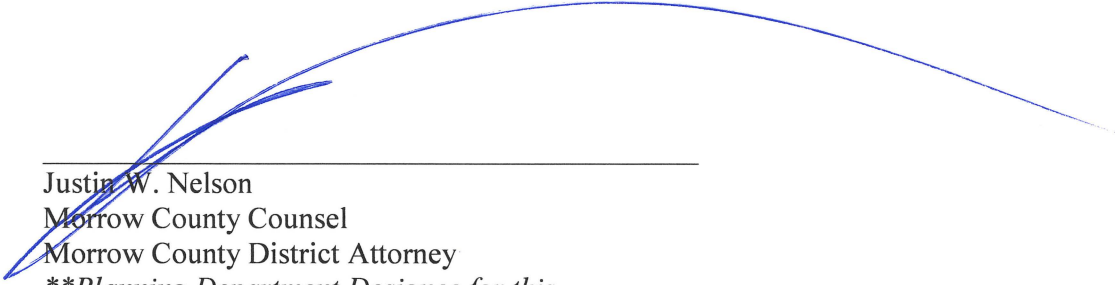
On September 23, 2020, prior to review by the Morrow County Board of Commissioners, Umatilla Electric Cooperative filed a Writ of Mandamus Complaint with the Morrow County Circuit Court. After the filing of the Writ of Mandamus, under ORS 215.429(2), the County no longer had the authority to make a ruling or decision regarding the land use action. The final decision regarding the land use action would be made by the Morrow County Circuit Court.

After the filing of the Writ of Mandamus Complaint, Gary and Casey Frederickson petitioned the court to be allowed as intervenors in the Writ of Mandamus civil case. The court granted the intervenor status on

October 14, 2020. Between October 6, 2020 to April 26, 2021 UEC and intervenors presented several motions and legal arguments to the court regarding the Writ of Mandamus Complaint and the validity of the land use application.

On March 26, 2021 Circuit Court Judge Daniel J. Hill issued his rulings on the motions and the Writ of Mandamus Complaint. The court ruled in favor of UEC as described in the ruling. Based upon the ruling of the Morrow County Circuit Court Judge Hill issued a General Judgment in favor of Umatilla Electric Cooperative Association, (Attachment 2), and issued a peremptory writ of mandamus requiring the approval of LUD-N-26-20 action as issued by Morrow County Interim Planning Director Stephanie Case in July of 2020. (Attachment 3)

Pursuant to Morrow County Circuit Court Judge Daniel J. Hill's Mandamus Order in Morrow County Circuit Court case 20CV32310, Land Use Decision Request LUD-N-26-20 is approved as conditioned by Morrow County Interim Planning Director Stephanie Case on July 21, 2020. (Attachment 3).



Justin W. Nelson
Morrow County Counsel
Morrow County District Attorney
***Planning Department Designee for this
decision/letter (as allowed in Attachment 5)***

Attached

Attachment 1: July 21, 2020 Planning Department Approval
Attachment 2: Judge Hill General Judgment in Favor of UEC
Attachment 3: Judge Hill Peremptory Writ of Mandamus Order

cc:
Morrow County Planning Department
Nick Blanc, The Blanc Firm
Gary and Casey Frederickson, appellants/intervenor
Mike Gorman, Morrow County Assessor
Matt Kenny, Morrow County Surveyor



PLANNING DEPARTMENT

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

July 21, 2020

Umatilla Electric Cooperative
c/o Robert Echenrode
PO Box 1148
Hermiston, Oregon 97838

Dear Mr. Echenrode:

A Land Use Decision, LUD-N-26-20, has been made on property described as Tax Lot 3400 of Assessor's Map 4N 25 10; Tax Lots 500 and 600 of Assessor's Map 4N 25 11; Tax Lot 101 of Assessor's Map 4N 25 13; Tax Lot 201 of Assessor's Map 4N 26 07. The request, further outlined in the attached Final Findings of Fact and Applicant Narrative, is to allow construction and operation of a double circuit 230 kV transmission line on single-poles ranging from ~90' to ~130' in height on lands zoned Exclusive Farm Use. The request has been authorized by the Planning Director as Land Use Decision LUD-N-26-20, effective July 21, 2020. This decision is APPROVED subject to the following Conditions of Approval:

DECISION OF THE PLANNING DIRECTOR: The Planning Director approves Land Use Decision LUD-N-26-20 subject to the following CONDITIONS OF APPROVAL:

- The applicant is responsible for restoration of adjacent agricultural lands that could be disturbed.
- Provide to the Planning Department both a pre- and post-construction design to include the final route and tower placement locations.

If you do not agree with this decision you can appeal it to the Morrow County Planning Commission within 15 days of the decision, or by 5:00 p.m. on Wednesday, August 5, 2020. Appeal application forms are available through the Planning Department and may be submitted with the required \$250 fee by 5:00 p.m. on August 5, 2020. Should you have any questions please feel free to call us at 541-922-4624 or by email at scase@co.morrow.or.us.

Cordially,

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

Stephanie Case
Interim Planning Director

enc: Final Findings of Fact (with attachments)

cc: Sage Hollow Ranch, LLC, landowner
Stiffler, LLC, landowner
Mike Gorman, Morrow County Assessor (via email)
Joshua Lankford and Wendy Neal, Umatilla Electric Cooperative (via email)
Tommy A. Brooks, Cable Huston (via email)
Karen Pettigrew and Barry Beyeler, City of Boardman (via email)
Gary Frederickson (via email)
Nick R. Blanc, The Blanc Firm LLC (via email)
Casey Huxoll (via email)
Terry Tallman (via email)
Jonathan Tallman (via email)
Jim Doherty (via email)
J. Fletcher Hobbs (via email)
Wes and Mary Killion (via email)
Morrow County Board of Commissioners (via email)

**FINAL FINDINGS OF FACT
LAND USE DECISION
Application No. LUD-N-26-20**

REQUEST: To allow construction and operation of a double circuit 230 kV transmission line on single-poles ranging from ~90' to ~130' in height on lands zoned Exclusive Farm Use.

APPLICANT: Umatilla Electric Cooperative
750 W Elm Avenue
Hermiston, OR 97838

OWNERS: Umatilla Electric Cooperative
PO Box 1148
Hermiston, OR 97838

Sage Hollow Ranch, LLC
3620 Independence Rd.
Sunnyside, WA 98944

Stiffler, LLC
33896 E. Walls Rd.
Hermiston, OR 97838

PROPERTY DESCRIPTION: Tax Lot 3400 of Assessor's Map 4N 25 10; Tax Lots 500 and 600 of Assessor's Map 4N 25 11; Tax Lot 101 of Assessor's Map 4N 25 13; Tax Lot 201 of Assessor's Map 4N 26 07

PROJECT LOCATION: Project alignment runs generally from the northeast of the intersection of Highway 730 and Interstate 84 from a planned electrical switch station, westerly to a planned electrical substation located just west of Olson Road and south of Interstate 84.

FINDINGS OF FACT:

- I. **BACKGROUND INFORMATION:** Zoning of the area subject to this Land Use Decision is Exclusive Farm Use (EFU) with a 160-acre minimum lot size. This approval will facilitate transmission ensuring adequate service to the area as electrical load growth continues in the northern portion of Morrow County. This application applies only to the portion of the transmission line located within unincorporated areas of Morrow County. The Applicant will need to coordinate with the City of Boardman for those portions of the project located within City Limits. The City of Boardman was provided notice of this action as well as a copy of these findings.

- II. **APPROVAL CRITERIA:** The applicant has filed under the Morrow County Zoning Ordinance, ARTICLE 3, USE ZONES, Section 3.010 Exclusive Farm Use Zone. Section 3.010 includes REQUIREMENTS FOR APPROVAL which are listed below in **bold type**, followed by a response in standard type:

B. Uses Permitted Outright. In the EFU zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

24. Utility facilities necessary for public service, including associated transmission lines as defined in Article 1 and wetland waste treatment systems, but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height as provided in Subsection D.10.

The proposed 230kV transmission line is a utility facility that is designed to serve industrial activities in this area of Morrow and Umatilla Counties. Planning staff have determined that the proposed use meets the definition of a Utility Facility Necessary for Public Service and can be allowed if the standards found in subsection D10 can be met.

D. Use Standards

10. A utility facility that is necessary for public service.

a. A utility facility is necessary for public service if the facility must be sited in the exclusive farm use zone in order to provide the service.

The proposed transmission line will be providing service to this area of Morrow and Umatilla Counties. The route presented is the most efficient route from the source to the demand available. Impacts to the agricultural operations are limited as the line is proposed to travel along already existing transmission corridors and farm roads. The proposed transmission line meets this criterion.

(1) To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:

- (a) Technical and engineering feasibility;**
- (b) The proposed facility is locationally-dependent. A utility facility is locationally-dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;**
- (c) Lack of available urban and nonresource lands;**
- (d) Availability of existing rights of way;**
- (e) Public health and safety; and**
- (f) Other requirements of state and federal agencies.**

The proposed alignment of the Utility Facility Necessary for Public Service is locationally-dependent as there is no other route to connect the two end points except to cross lands zoned EFU. The route chosen by the applicant was designed in consultation with landowners along the route to minimize impacts to agricultural operations. This proposed route also takes in consideration the design limitations for crossing the Bonneville Power Administration (BPA) corridor. Planning staff would find these criteria met.

(2) Costs associated with any of the factors listed in Subsection (1) may be considered, but cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.

Cost has not been the lone factor in identifying the location for the proposed transmission line. The proposed location limits impact to agricultural operations and was a consensus of the landowners in this particular segment within the County's jurisdiction. Planning staff would find this criterion met.

(3) The owner of a utility facility approved under Subsection a shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.

The applicant has indicated that contractors doing work for the cooperative are required to be insured and bonded for the full value of their respective contracts. It is listed as a Condition of Approval that the applicant is responsible for restoration of adjacent agricultural lands that could be disturbed.

(4) The county shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.

The applicant has outlined in the application current design work that limits impacts during both construction, operation and maintenance. Planning staff do list as a Condition of Approval that the applicant provide to the Planning Department both pre- and post-construction design to include the final route and tower placement locations.

(5) Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under the EFU Zone or other statute or rule when project construction is complete. Off-site facilities allowed under this Subsection are subject to Article 6. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.

This criterion is not applicable as there are no housing facilities proposed.

(6) In addition to the provisions of Subsection D.10.a(1) through (4), the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) shall be subject to the provisions of 660-011-0060.

This criterion is not applicable as no sewer system facilities or extensions will be required.

(7) The provisions of Subsection a do not apply to interstate natural gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.

This criterion is not applicable as this utility is not a natural gas pipeline.

b. An associated transmission line is necessary for public service upon demonstration that the associated transmission line meets either the following requirements of Subsection (1) or Subsection (2) of this Subsection.

Planning staff have deemed this criterion not applicable as this installation does not qualify as an "associated transmission line" as defined in the Morrow County Zoning Ordinance as it is not associated with an energy generation facility.

III. DECISION OF THE PLANNING DIRECTOR: The Planning Director approves Land Use Decision LUD-N-26-20 subject to the following CONDITIONS OF APPROVAL:

1. The applicant is responsible for restoration of adjacent agricultural lands that could be disturbed.
2. Provide to the Planning Department both a pre- and post-construction design to include the final route and tower placement locations.



Stephanie Case
Interim Planning Director

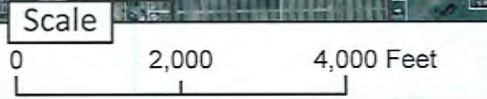
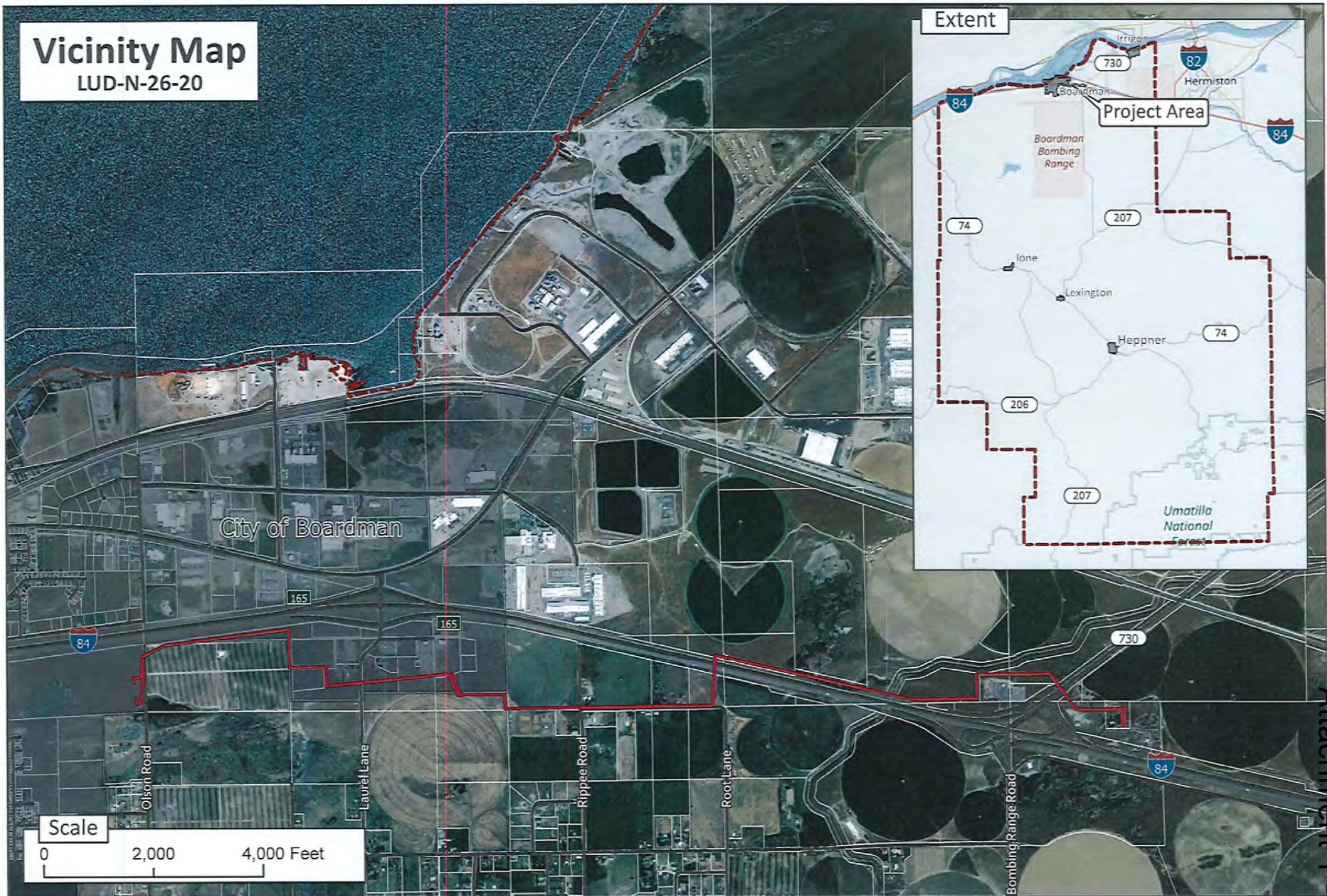


Date

Attachments:
Vicinity Map
Applicant Narrative
Public Comments Received
Applicant's Response to Comments

Vicinity Map

LUD-N-26-20



Umatilla Electric Cooperative
230 kV Transmission Line
 Multiple Tax Lots

Legend

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

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

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

Public: S:\Planning\Land Use Decisions\2020\1619\1619-04-26-20 UEC 230kV(02)

Umatilla Electric Cooperative

Olson Rd 230 kV Planned Transmission Line

Morrow County Land Use Request

Umatilla Electric Cooperative
Olson Rd 230 kV Planned Transmission Line
Land Use Application
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2. Project Narrative
3. Exhibits
 - a. Table A - Landowner List
 - b. Table B - Subject Parcels
 - c. Exhibit A - Vicinity Map
 - d. Exhibit B - Project Map
 - e. Exhibit C - Pole Diagram
 - f. Exhibit D - Landowner Consent Documentation
4. Application Fee (submitted separately)

Submitted by Umatilla Electric Cooperative. Direct questions/comments to:

Wendy Neal
wendy.neal@umatillaelectric.com
(541) 289-1522

Gopala Borchelt
gborchelt@tothassociates.com
(417) 888-0645

Application Form



LAND USE APPLICATION

PAID 03/11/2020

FILE NUMBER LD-N-26-20

Fee \$200
Date Received 03-11-2020
Date Deemed Complete 23 MAR 20

Type of Application (check one):

- Non-Farm Use
- Temporary Use
- Dwelling Authorization
- Agri-tourism
- Event(s)
- Other Utility Facility Necessary for Public Service

Applicant:

Name(s) Umatilla Electric Cooperative
 Address 750 W Elm P.O. Box 1148
Hermiston, OR 97838
 Phone 541-289-1522 E-mail address wendy.neal@umatillaelectric.com
417-888-0645 gborchelt@tothassociates.com

Legal Owner (if different from the applicant):

Name(s) See parcels list in Table B accompanying this application.
 Address _____

Legal and Physical Description:

Township 4N Range 25E, 26E Section 11, 12, 07 Tax Lot(s) 500, 600, 400, 201
 Physical Address See Table B and Exhibit D: Landowner Consent Documentation.
 General Location Project alignment runs generally from the northeast of the intersection of Hwy 730 and I-84 from a planned electrical switch station, westerly to a planned electrical substation location just west of Olson Road and south of I-84.

PROPOSAL (Identify what you are proposing):

A double circuit, 230 kV transmission line on single-pole structures ranging from approximately 90 ft to 130 ft tall.

APPROVAL CRITERIA:

Zoning Designation EFU Acreage See attached Table A
 List the applicable Article, Section(s), and Subsection(s): Article 2, Sections 3.010 Subsection D.10

A Planner can assist you in identifying the review criteria that apply to your request. The review criteria are used to determine whether your application will be approved or denied. It is your responsibility to provide adequate written justification and any other evidence you feel is relevant to explain how your request complies with the review criteria. Failure to provide adequate justification may result in your application being denied, or deemed incomplete until additional information is provided. For additional space on any questions, please attach a separate sheet of paper.

PHYSICAL FEATURES (Describe the site):

Vegetation on the property: Property has some cultivated agricultural land use and some irrigated areas.

Topography of the property (i.e. rocky, hilly, forested): Gently rolling hills, 2 to 12 percent slopes.

Any significant features of the property (i.e. steep slopes, water bodies, etc.): No

Soil type(s): Quincy loamy fine sand.

Is the land or any portion of it subject to flooding? Minimal, if any. None expected to affect project.

Most current use of the property: Cultivated agricultural land use.

Has the location been utilized as an integral part of the farming operation on the property? No

Does the location have water rights for irrigation? Proposed utility does not affect water rights or use.

What are the predominant farming types in the area? Center pivot irrigation, row crops.

Is the property currently under special assessment by the County Assessor's Office? EFU

EXISTING IMPROVEMENTS:

What structures or development does the property contain? Will any structure be removed or demolished? No buildings within proposed use area (easement area). No structures will be removed.

DESCRIBE THE ACCESS TO THE PROPERTY (check one):

State Highway County Road Public Road USFS Private Easement

Road Name: Hwy 730, Root Lane, Olson Rd, private farm roads.

Improvement type and condition of road: Paved and unpaved 2 lane roads.

Will any new access be required? No

EXISTING SERVICES:

Fire protection district or method: Not applicable.

Solid waste disposal method: Not applicable.

Utilities and other public services provided: Not applicable.

Please include a map or plot plan with the following information:

Existing and proposed water supply; Not applicable.

Existing and proposed sewage disposal method; Not applicable.

Location of existing and proposed structures; and Not applicable.

Existing and proposed roads and accesses. Existing roads shown on Exhibit A.

With the map please provide a description of:

How the proposal will be compatible with surrounding land uses: Proposed alignment has been developed in collaboration with landowners to mitigate any impact to existing farm use.

How the proposal will protect and preserve existing natural resources such as trees, vegetation, water resources and wildlife habitat: No impacts are expected to water and vegetative resources.

Design will adhere to the applicant's Avian Protection Plan which conforms to APLIC guidelines.


Whether you believe diking, screening or other landscaping will be required to protect nearby properties and habitats: Silt fence or other methods may be used when building across canal or ditch if deemed necessary.

The applicant is responsible for providing all of the information to show compliance with the standards for approval. If you are unsure of the standards required by the code, the Planning Department will work with you to identify them. It is the applicant's duty to prove the proposal meets all of the given code requirements. Your plot plan and narrative should show or answer the above questions as well as address specific issues about your particular application.

Through applying for this application I authorize the Morrow County Planning Director or designee to enter upon the property subject of the application to conduct a site visit necessary for processing the requested application. Morrow County shall contact the Land Owner prior to the site visit to arrange an appropriate time for the site visit.

Signatures:

I(we), the undersigned, acknowledge that I am familiar with the standards and limitations set forth by the Morrow County Zoning Ordinance and that additional information and materials may be required, as provided by the Zoning Ordinance and Comprehensive Plan. I propose to meet all standards set forth by the County's Zoning Ordinance and any applicable State and Federal regulations. I(we) certify that the statements and information provided with this application are true and correct to the best of my(our) knowledge.

Signed:  (Applicant) Wendy Neal, Land Use Specialist (Applicant)

See attached Exhibit D: Landowner Consent Documentation (Legal Owner) (Legal Owner)

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

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

Land Use Request

Project Narrative

Umatilla Electric Cooperative

Olson Rd 230 kV Proposed Transmission Line

Project Narrative

APPLICANT: Umatilla Electric Cooperative
750 W Elm P. O. Box 1148
Hermiston, OR 97838

OWNERS: Umatilla Electric Cooperative (UEC) is proposing to construct the Olson Road 230 kV Transmission Line (Proposed Line) in Morrow County near Boardman, OR. The Proposed Line crosses several parcels which fall in Morrow County and the City of Boardman jurisdictions. Each parcel is identified with its respective landowner, and Exclusive Farm Use (EFU) zoned parcels subject to the application (See Tables A and B). These landowners have given consent for a Land Use Decision application to be submitted to the County either by signing a Land Use Consent Form, or through grant of an Easement or Easement Option to UEC. Written consent documentation is provided (See Exhibit D).

PROPOSAL: The Proposed Line is needed to reliably accommodate electrical growth in the Boardman area. The Proposed Line will be integrated into UEC's electric system grid as a new electrical source into the area. UEC's electrical load in the Boardman area has grown from 62 MW in 2009 to 260 MW in 2019, with forecasted growth to be above 535 MW by the end of 2029. This growth is the main reason behind the need for the new transmission line into the area. See attached Exhibits A and B showing the Proposed Line that is the subject of this Application and that will be needed to continue providing adequate service to the area as electrical load growth continues.

The Proposed Line will extend from the planned Hwy 730 Switchyard, to the planned Olson Rd Substation, approximately 4.3 miles (See Exhibit B). Proposed Line construction will consist of a double circuit 230 kV transmission configuration on single steel pole structures with typical heights between 90 and 130 feet (See Exhibit C). In order to minimize impacts related to construction activities tied to the line, as well as minimize potential impacts of the line regarding existing land use and future area development, several criteria were utilized in development of the line route. These criteria include route selection that is adjacent to roadways, on the edge of property boundaries, and near existing electric transmission corridors where reasonably feasible. The need for the Proposed Line to cross EFU parcels is due in large part to restrictive BPA crossing locations for reasons of safety, and the spanning requirements related to crossing Hwy 730. See 3.010.D.10(1)(b) for additional information.

Several alternate routes for this transmission line have been explored and the Proposed Line is considered the preferred alternative. Minimization of land use impacts, input from landowners and design feasibility were primary factors in determining the preferred route. Considering that the anticipated demand for electrical power is in the Boardman area, as stated above, a more southerly route alternative for the Proposed Line is less desirable because it would have to be considerably longer to reach the

needed service area and would also require crossing more EFU land. No workable alternate route exists directly north of and adjacent to I-84 (Columbia River Hwy) due to there being no feasible crossing of the BPA transmission lines on the north side of and adjacent to I-84. An alternate route running parallel and just south of the existing BPA transmission lines would have to be longer than the Proposed Line in order to reach a feasible location to cross the BPA lines. The BPA transmission lines in this area consist of three separate lines with three separate sets of tower structures which are staggered. The staggered nature of the towers limits possible crossing locations due to needed clearances and structure requirements. An alternate route running south of and adjacent to BPA's lines would also impact irrigated croplands, wetlands and residential areas. An alternate route running just south of I-84 in the Laurel Lane Rd interchange would cause new impacts to commercial properties in this area. With the Proposed Line, total impacts are lower by the line running parallel to the existing BPA transmission lines where possible.

REQUEST: UEC requests a determination that the Proposed Line is a Use Permitted Outright as a *Utility Facility Necessary for Public Service* pursuant to the Morrow County Zoning Ordinance governing Exclusive Farm Use (EFU) stated in Section 3.010, Subsection B.25.

LOCATION: The Proposed Line location is identified in the attached Exhibits A and B.

ZONING: This application for a Land Use Decision only applies to areas zoned EFU, which are shown in Table B.

The Proposed Line traverses through other zones and jurisdictions where the use does not require separate land use approval, including Morrow County and the City of Boardman. The Proposed Line lies in county zoned areas, General Industrial (MG), Farm Residential (FR2), and Port Industrial (PI). It also lies in two Commercial Districts of the City of Boardman, which include the Service Center Sub District (SC) and General Industrial (GI). Refer to Table A for a list of all parcels designated by jurisdiction.

COMPLIANCE: The Proposed Line is permitted outright in the County EFU zone, subject to Use Standards provided in section 3.010 Subsections B.25 and D.10. The following includes narrative from the applicable Morrow County Zoning Ordinance (Zoning Ordinance) Sections (**in bold**) with compliance justification and responses following each subsection.

EFU – 3.010.B. Uses Permitted Outright. In the EFU zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

3.010.B.25. Utility facilities necessary for public service, including associated transmission lines as defined in Article 1 and wetland waste treatment systems, but not including commercial facilities for the purpose of generating

electrical power for public use by sale or transmission towers over 200 feet in height as provided in Subsection D.10.

Article 1 of the Zoning Ordinance defines “utility facility” in part as a “major structure owned or operated by a public, private, or cooperative electric, fuel, communication, sewage, or water company for the generation, transmission, distribution, or processing of its products or for the disposal of cooling water, waste, or byproducts, and including power transmission lines....” The Proposed Line does not include towers of 200 feet in height. The Proposed Line is therefore a power transmission line and qualifies as a Utility Facility under the County’s definition.

A Utility Facility is “necessary” under this provision of the Zoning Ordinance, which implements ORS 215.275, if it is necessary to be in the farm zone. The Use Standards addressed below also determine when a Utility Facility is necessary.

The following parcels are in this zone: 500, 600, 400, and 201. The eastern most portion of the Proposed Line is the Hwy 730 Switchyard. That parcel where the switchyard is, and the parent parcel it was created from, is completely surrounded by EFU parcels. The line cannot avoid crossing all EFU parcels in that area, largely because of the constraints that exist at the intersection of Highway 730 and Interstate 84. Even if such a crossing were feasible, once the line got to the west side of Highway 730, there would be more EFU parcels adjacent to that area that would still have to be crossed. Even if those parcels did not exist, the line would have to then double back to the east, then north toward the existing BPA lines. As noted above, and explained in more detail below, such a northerly route is not feasible.

Given the prevalence of EFU parcels around the Highway 730 Switchyard site, there is no feasible route that completely avoids EFU parcels. The Proposed Line, however, is designed to have minimal impact to current and future agriculture land use in the area.

3.010.D. Use Standards

10. A utility facility that is necessary for public service.

a. A utility facility is necessary for public service if the facility must be sited in the exclusive farm use zone in order to provide the service.

(1) To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:

{a) Technical and engineering feasibility;

The Proposed Line is feasible from an engineering perspective and utilizes existing transmission corridors, runs along roadways and minimizes road crossings. UEC analyzed multiple alternative routes in part to determine whether EFU parcels could be avoided. Because of the prevalence of EFU parcels in this area, no route exists that would avoid all EFU parcels. An alternative route located along the north side of I-84 would avoid several EFU parcels, but would still require crossing one EFU parcel, and that alternative is not feasible from an engineering standpoint. As stated above, there is not a feasible location where the BPA transmission lines can be crossed on

the north side of I-84 due in part to the proximity of industrial buildings to the interstate Right-of-Way in this area and partly due to the locations of the BPA transmission towers. There are three adjacent BPA transmission lines that transect this area which are supported by towers that are not in line but are staggered along the transmission corridor. These conditions create a scenario where the clearance needed for the safe crossing of the 230 kV line under the BPA transmission lines is not available.

A more southerly route or a route adjacent to and just south of the BPA Transmission lines would not only have a greater impact on EFU parcels than the Proposed Line route but would also add to the overall length of the line.

(b) The proposed facility is locationally-dependent. A utility facility is locationally- dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;

The siting of the Proposed Line in the EFU-Zoned parcels is locationally dependent for multiple reasons. As explained above, the area around the Highway 730 Switchyard parcel is completely surrounded by the EFU zone, except for the I-84 right of way where the line cannot be constructed. To completely avoid EFU parcels, the Proposed Line would be forced to cross the intersection of Highway 730 and Interstate 84 in a manner that is not technically feasible. Further, even such a crossing would force the route to zig-zag around other EFU parcels, creating a route that is not direct, much less reasonably direct.

The crossing of tax lots 500 and 600 specifically is due to the limited safe crossing locations under the three existing BPA transmission lines in the area. Access across these parcels will not impact the farming operations due to placement of the Proposed Line, which will be situated along the roadway and will be the most direct route for the line. This feasible BPA transmission line crossing is located just within the City of Boardman city limits approximately 1500 feet east of Laurel Ln Rd.

EFU-zoned parcel 400, is located north of Interstate 84. The siting of the Proposed Line on this parcel will parallel the interstate Right-of-Way and the BPA transmission line, and little to no impact on agricultural use is expected.

Siting of the Proposed Line on the EFU-Zoned parcel 201 is due to this location being the only feasible access to the planned 730 Switchyard on the adjacent parcel, parcel 4703. Tax Lot 201 current use is for equipment parking and is not currently in crop production. In addition, the structures will be located to provide the least amount of impact to the property, based on the landowner input.

(c) Lack of available urban and non-resource lands;

The Proposed Line utilizes urban and non-resource lands where available (Parcels 900, 1100, 1200, 1201, 200, 300, 200, and 4703). However, as explained above, there is a lack of urban or non-resource lands that would otherwise allow the Proposed Line to avoid EFU parcels altogether.

(d) Availability of existing rights of way;

The Proposed Line utilizes existing rights of way where available. In areas where there are none, the Proposed Line is routed to avoid and minimize impacts to EFU lands while taking into consideration the other factors listed here.

(e) Public health and safety; and

Public health and safety are taken into consideration by minimizing unnecessary road crossings, crossing the BPA lines in a safe manner, and avoiding proximity to buildings and residences.

(f) Other requirements of state and federal agencies.

As noted above, the crossing of the BPA lines is very limited, and the crossing proposed in this application is one of the few areas where BPA would allow such a crossing.

(2) Costs associated with any of the factors listed in Subsection (1) may be considered but, cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.

The primary factors in determining the specific location of the Proposed Line include; input from landowners along the route, design feasibility and cost, and minimization of current land use impacts. While cost was a factor, this was not the only consideration.

(3) The owner of a utility facility approved under Subsection a shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.

UEC acknowledges these requirements and affirms its responsibility for compliance. UEC contractors will be required to restore damages as near to their former condition as can reasonably be expected. UEC contractors are required to be insured and bonded for the full value of their respective contracts.

(4) The county shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.

The siting of the Proposed Line is designed to follow existing power lines and road corridors to minimize the impact of construction and maintenance activities. Structure heights and

placement are designed to minimize ground clearances impacts on farm activities, such as center pivots, and farm equipment. The structures will be designed to meet requirements of RUS Bulletin 1724E-200 and 2017 National Electrical Safety Code (NESC).

(5) Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under the EFU Zone or other statute or rule when project construction is complete. Off-site facilities allowed under this Subsection are subject to Article 6. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.

This criterion does not apply. The proposed use will not include facilities for temporary workforce housing.

(6) In addition to the provisions of Subsection D.10.a(1) through (4), the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) shall be subject to the provisions of 660-011-0060.

This criterion does not apply. The proposed use will not include facilities for sewage disposal.

(7) The provisions of Subsection a do not apply to interstate natural gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.

This criterion does not apply. The proposed use will not include natural gas pipelines or facilities associated with natural gas pipelines.

b. An associated transmission line is necessary for public service upon demonstration that the associated transmission line meets either the following requirements of Subsection (1) or Subsection (2) of this Subsection.

The Proposed Line is not an "associated transmission line" as defined by ORS 215.274. The standards set forth in this section of the Zoning Ordinance therefore do not apply.

EXHIBITS

Table A - Landowner list

Table B - Subject parcels

Exhibit A - Vicinity map

Exhibit B - Project Map

Exhibit C - Pole Diagram

Exhibit D - Landowner consent documentation

TABLE A

Owner	Address/Phone#	Physical Address of Property	Map Number/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
VADATA, INC	P.O. Box 80416 Seattle, WA 98108		04N25E 09 TL 411	80.19	City of Boardman	Expected to Sign
STIFFLER, LLC (Land Use Decision: LUD 9-19-19)	33896 E Walls Rd. Hermiston OR 97838		04N25E 10 TL 3400	77.98	EFU (LUD 9-19-19)	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818 (541)481-7678		04N25E 10 TL 3000	11.43	City of Boardman	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818 (541)481-7678		04N25E 10 TL 3300	1.29	City of Boardman	Signed
TERRY K & CHERYL TALLMAN	706 Mt. Hood Ave. Boardman, OR 97818		04N25E 10 TL 3302	10	City of Boardman	Negotiating
TERRY K & CHERYL TALLMAN	706 Mt. Hood Ave. Boardman, OR 97818	452 Laurel Ln Rd. Boardman, OR 97818	04N25E 10 TL 3205	11.88	City of Boardman	Negotiating
FE & FRANCES T GLENN	PO Box 281 Boardman, OR 97818	105 Laurel Ln Rd. Boardman, OR 97818	04N25E 10 TL 3201	7.61	City of Boardman	Signed
WALO, LLC	PO Box 909 Irrigon, OR 97844	325 Yates Ln Boardman, OR 97818	04N25E 10 TL 3206	11.75	City of Boardman	Negotiating
RANDALL E & CATHERINE A YATES	PO Box 669 Boardman, OR 97818	335 Yates Ln Boardman, OR 97818	04N25E 11 TL 403	7.57	City of Boardman	Negotiating
JOSEPH TAYLOR - DOUBLE T FARMING	77458 Threemile Rd Boardman, OR 97818		04N25E 11 TL 402	28.33	City of Boardman	Signed

TABLE A CONTINUED

Owner	Address/Phone#	Physical Address of Property	Map #/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111		04N25E 11 TL 500	10	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111	79252 Rippee Rd Boardman, OR 97818	04N25E 11 TL 600	41.5	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944	79269 Rippee Rd Boardman, OR 97818	04N25E 11 TL 900	30.71	FR2	Signed
SHOOK, EDWARD L	PO Box 185 Troutdale, OR 97050	79307 Root Ln Boardman, OR 97818	04N25E 11 TL 1100	12.06	FR2	Negotiating
RIEKKOLA FARMS, INC	PO Box 95 Boardman, OR 97818	79115 Root Ln Boardman, OR 97818	04N25E 11 TL 1200	10.03	FR2	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 11 TL 1201	5.2	PI	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 12 TL 200	20.83	PI	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 12 TL 300	16.79	PI	Signed
CITY OF BOARDMAN	P.O. Box 229 Boardman, OR 97818 (541)481-9252		04N25E 12 TL 400	147.12	EFU	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N26E 07 TL 200	81.5	PI	Signed
TERRA POMA LAND, LLC	PO Box 862 1645 W. Orchard Ave, Hermiston, OR 97838 (541)567-1010 (541)571-1912	72063 Hwy 730, Irrigon OR 97844	04N26E 07 TL 201	2	EFU	Signed

TABLE B

Subject Parcels (with addresses)

Owner	Address/Phone#	Physical Address of Property	Map #/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111		04N25E 11 TL 500	10	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111	79252 Rippee Rd Boardman, OR 97818	04N25E 11 TL 600	41.5	EFU	Signed
CITY OF BOARDMAN	P.O. Box 229 Boardman, OR 97818 (541)481-9252		04N25E 12 TL 400	147.12	EFU	Signed
TERRA POMA LAND, LLC	PO Box 862 1645 W. Orchard Ave Hermiston, OR 97838 (541)567-1010 (541)571-1912	72063 Hwy 730, Irrigon OR 97844	04N26E 07 TL 201	2	EFU	Signed

EXHIBIT A

VICINITY MAP

Proposed 230 kV Transmission Line

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

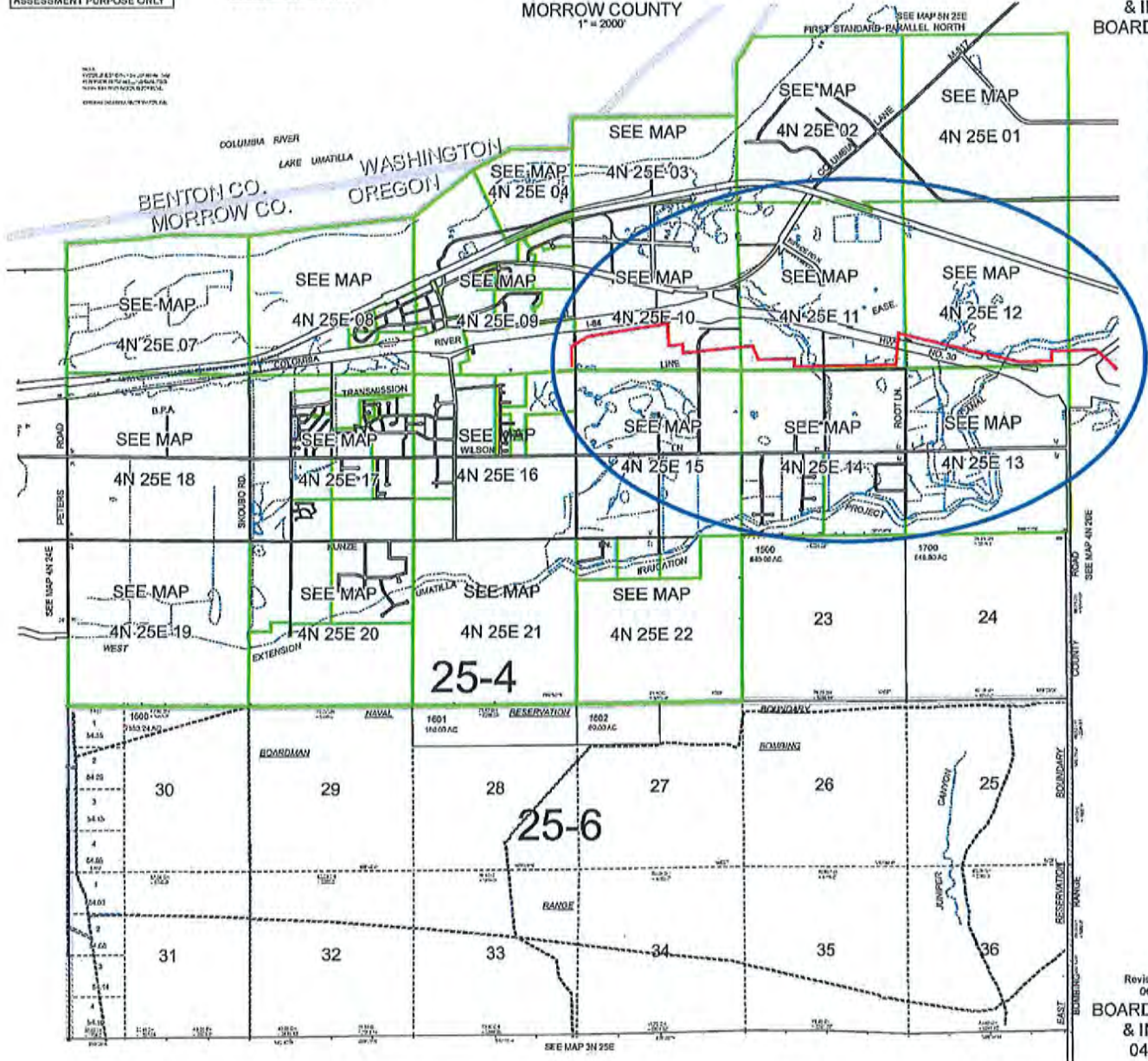


T.4N. R.25E. W.M.
MORROW COUNTY
1" = 2000'

04N25E
& INDEX
BOARDMAN

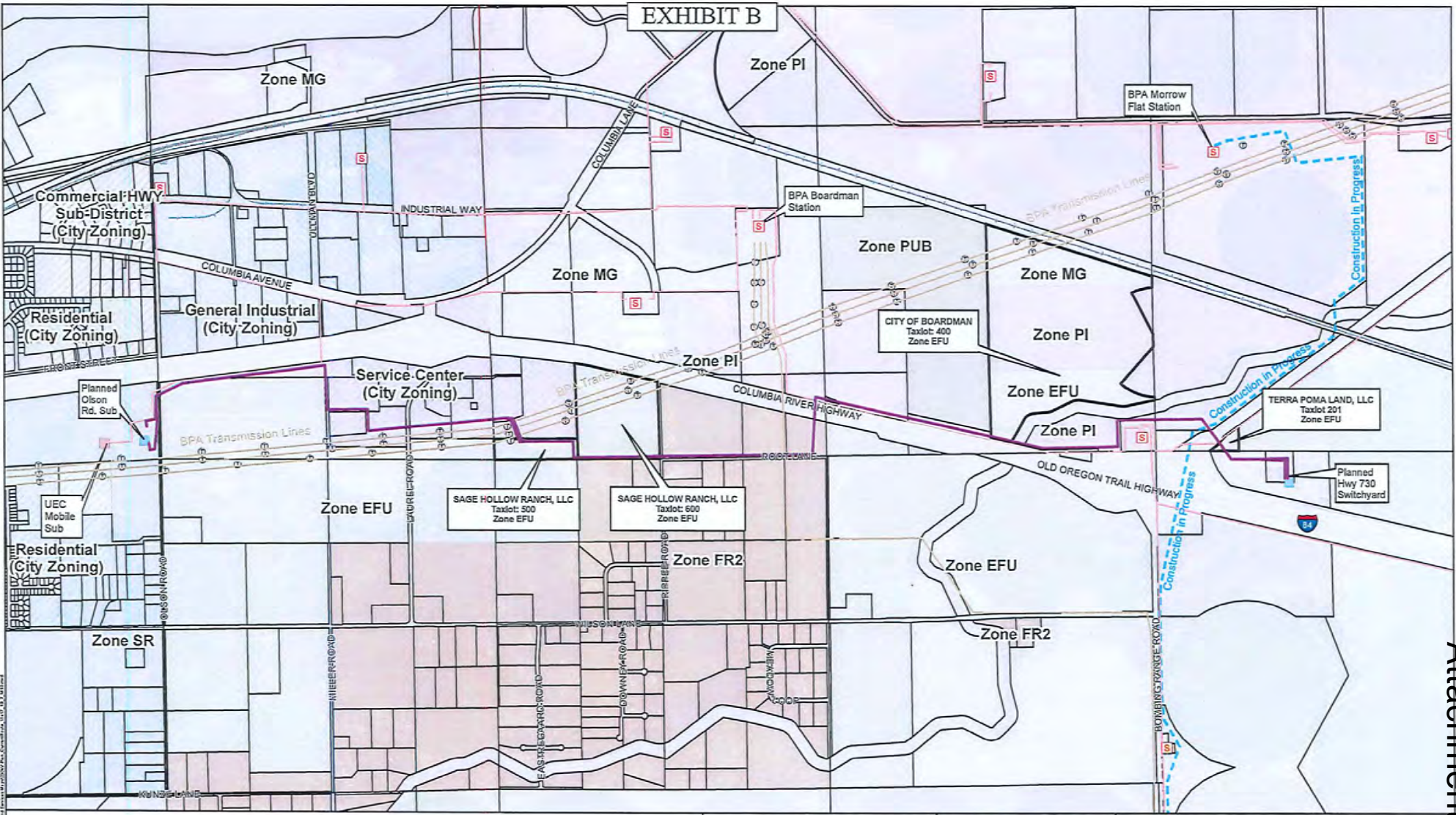
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- 1000
- 1100
- 1200
- 1300
- 1400
- 1800

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



Revised: DWC
06/18/2014
BOARDMAN
& INDEX
04N25E

EXHIBIT B



Preferred Route	Railroads	230 kV Transmission Line (Construction in progress)
Planned Station	BPA Towers	BPA Transmission Lines
Morrow County Parcel Lines	Substations	UEC Transmission Lines

TOOTH & ASSOCIATES
 800 E PARADISE, SUITE 200
 SPRINGFIELD, MO 65707
 PLANNING DIVISION FAX: 417-882-0827
 www.toothandassociates.com

DISCLAIMER: This exhibit is for informational purposes only, and should only be relied upon as such.

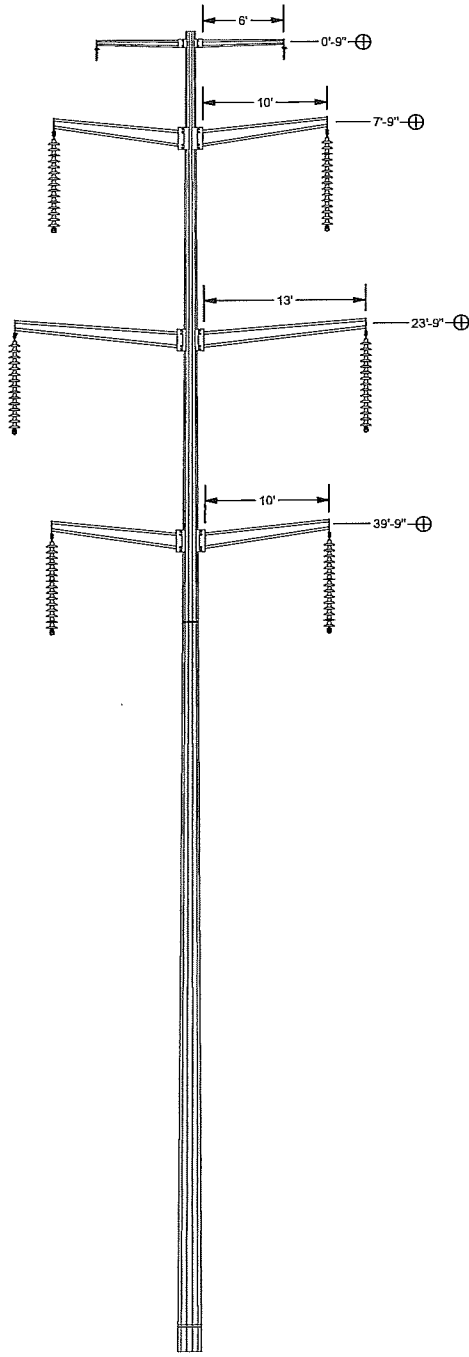
UEC UMATILLA ELECTRIC COOPERATIVE
 A Touchstone Energy® Cooperative

UMATILLA ELECTRIC COOPERATIVE
 HERMISTON, OREGON
 OREGON 14, UMATILLA

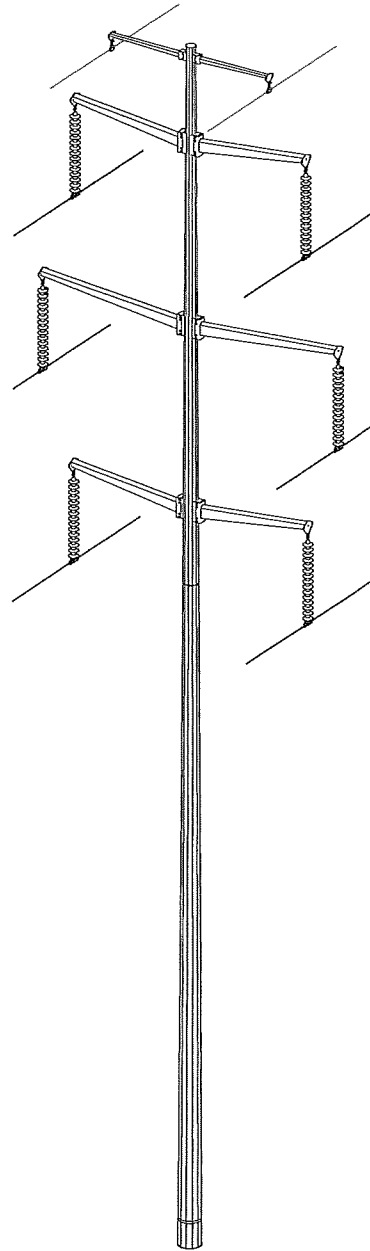
Olson Rd 230kV Planned Transmission Line

MAP BY: dthaley Date: 2/27/2020 Map Number: M10

EXHIBIT C



ELEVATION
FACING 90°



ISOMETRIC

DATE	REVISION	#

ALCOH
 & ASSOCIATES
 820 E PRIMOSE, SUITE 200
 SPRINGFIELD, MO 65807
 PH: 417-418-0443 FAX: 417-418-0437
 WWW.ALCOHANDASSOCIATES.COM
 CERTIFICATE OF AUTHORITY:
 CR# 102140545
 © 2010 THE LINE ASSOCIATION, INC.

PROJECT:	OLSON RD 230KV TRANSMISSION LINE
LOCATION:	LA: 45 837127, UL: -118.682897 TO LA: 45 834191, UL: -118 8183337, WAGNER COUNTY, OR
CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON-14-UMATILLA
DATE:	01/03/20
TITLE:	DOUBLE CIRCUIT TANGENT
DRAWN:	TAN

Exhibit D

Landowner Consent Documentation

AFTER RECORDING RETURN TO:

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

UEC REFERENCE: Tax Lots 500, 600 & 900

MORROW COUNTY, OREGON **2019-45212**
E-EAS
Cnt=1 Stn=23 TC **10/17/2019 10:34:26 AM**
\$55.00 \$11.00 \$60.00 \$10.00 **\$136.00**



I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



MEMORANDUM OF EASEMENT OPTION AGREEMENT

BETWEEN: Sage Hollow Ranch, LLC ("Grantor")
3620 Independence Rd.
Sunnyside, WA 98944

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

Pursuant to a Utility Line Option and Easement Agreement dated 10/8, 2019, ("Option Agreement"), Grantor granted to Grantee an option to purchase an easement, described in the attached Exhibit A, for utility purposes on certain property in Morrow County, Oregon ("Property"), more particularly described as:

Parcel 1 and Parcel 2 of the property located in Section 11, Township 4 North, Range 25 East of the Willamette Meridian, in Morrow County, Oregon, described as recorded in Morrow County Public Records on December 2, 2011, as instrument number 2011-29237

ALSO, Parcel 5 of the property located in Section 11, Township 4 North, Range 25 East of the Willamette Meridian, in Morrow County, Oregon, described as recorded in Morrow County Public Records on January 31, 2011 as instrument number 2011-27546:

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

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

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

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

SIGNATURE PAGES TO FOLLOW

Made and dated this 23 day of September, 2019 (the "Effective Date").

Sage Hollow Ranch, LLC, GRANTOR
Brian Bosma, member/manager


Signature

ACKNOWLEDGEMENT

State of WASHINGTON)
) SS.
County of YAKIMA)

This certifies that on this 23RD day of SEPTEMBER, 2019, before me the undersigned personally appeared the above-named Brian Bosma, member/manager of Sage Hollow Ranch, LLC, on behalf of the company, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.



My Commission Expires 12-03-22



Made and dated this 20th day of Sept., 2019 (the "Effective Date").

Sage Hollow Ranch, LLC, GRANTOR
John Bosma, member/manager

John Bosma
Signature

ACKNOWLEDGEMENT

State of Washington

§§

County of Yakima

This certifies that on this 20th day of Sept., 2019, before me the undersigned personally appeared the above-named **John Bosma**, member/manager of **Sage Hollow Ranch, LLC**, on behalf of the company, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Gene M. Hall

My Commission Expires 12/23/22



Made and dated this 23rd day of Sept., 2019 (the "Effective Date").

Sage Hollow Ranch, LLC, GRANTOR
Jeff Bosma, member/manager


Signature

ACKNOWLEDGEMENT

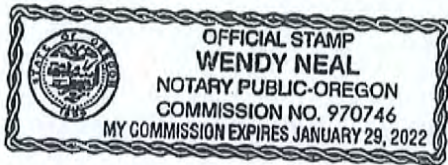
State of WASHINGTON)
) SS.
County of YAKIMA)

This certifies that on this 23rd day of SEPTEMBER, 2019, before me the undersigned personally appeared the above-named **Jeff Bosma**, member/manager of **Sage Hollow Ranch, LLC**, on behalf of the company, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.



My Commission Expires 12-03-22





UMATILLA ELECTRIC COOPERATIVE, GRANTEE

Sonja Bogart
Signature

Sonja Bogart
Printed Name

COO
Title

ACKNOWLEDGEMENT

State of Oregon)
County of Umatilla) SS.

This certifies that on this 8th day of October, 2019, before me the undersigned personally appeared the above named Sonja Bogart, on behalf of **UMATILLA ELECTRIC COOPERATIVE**, in his/her capacity as Chief Operating Officer, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

W. Neal

My Commission Expires Jan 29, 2022

Exhibit 'A'
Sage Hollow Ranch, LLC
Easement Legal Description:

A 100 foot wide strip of land and a 75 foot wide strip of land located in the Southwest Quarter of the Southwest Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:
Commencing at the Southwest Corner of said Section 11; thence North 1° 59' 16" West a distance of 329.97 feet to the Southwest corner of Parcel 3 of Partition Plat 2013-3, as filed in the files of Partition Plats of Morrow County; thence North 89° 37' 07" East along the South line of said Parcel 3 a distance of 349.80 feet to the Point of Beginning of this Easement Description; thence continuing North 89° 37' 07" East along the South line of said Parcel 3 a distance of 973.68 feet to the East line of said Southwest Quarter of the Southwest Quarter of Section 11; thence South 1° 53' 15" East a distance of 329.99 feet to the South line of said Section 11; thence South 89° 37' 15" West along the South line of said Section 11 a distance of 100.04 feet; thence North 1° 53' 15" West a distance of 254.97 feet; thence South 89° 37' 07" West a distance of 847.53; thence North 20° 54' 30" West a distance of 80.09 feet to the Point of Beginning.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
RONALD V. MCKINNIS
JAN. 23, 1990
2431

Expires 12-31-20

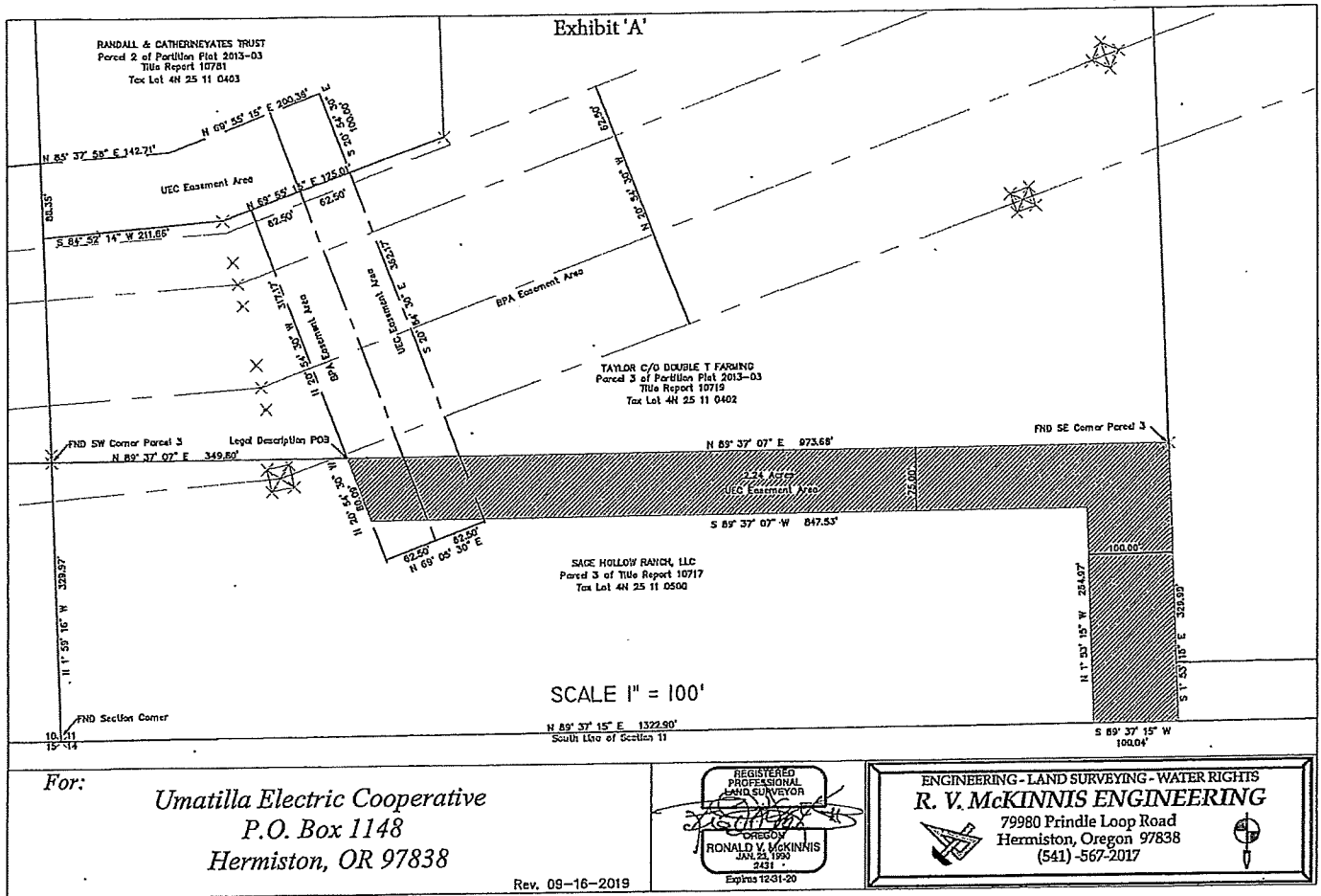


Exhibit 'A'
Sage Hollow Ranch, LLC
Easement Legal Description:

A 70 foot wide strip of land located in the Southwest Quarter of the Southeast Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:

The Southerly 70 feet the Southwest Quarter of the Southeast Quarter of said Section 11;
EXCEPTING any and all road rights of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
RONALD V. MCKINNIS
JAN. 23, 1990
2431

Expires 12-31-20

Exhibit 'A'

SAGE HOLLOW
Parcel 5 of Title Report 10717
Tax Lot 4N 25 11 0900
Southwest Quarter of Southeast Quarter
SECTION 11

70.02' 70.01' 70.01' 70.02' 14' 20' 120' RIPPEE ROAD

N 1° 47' 04" W

S 88° 53' 00" W 1296.79'

2.05 Acres
UIC Easement Area

N 88° 53' 00" E 1296.50'

ROOT LANE

S 1° 37' 18" E
70.00'

SCALE 1" = 100'

For:

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

Rev. 09-16-2019

REGISTERED PROFESSIONAL LAND SURVEYOR
R. V. McKinnis
OREGON
RONALD V. MCKINNIS
JAN. 23, 1990
2431
Expires 12-31-20

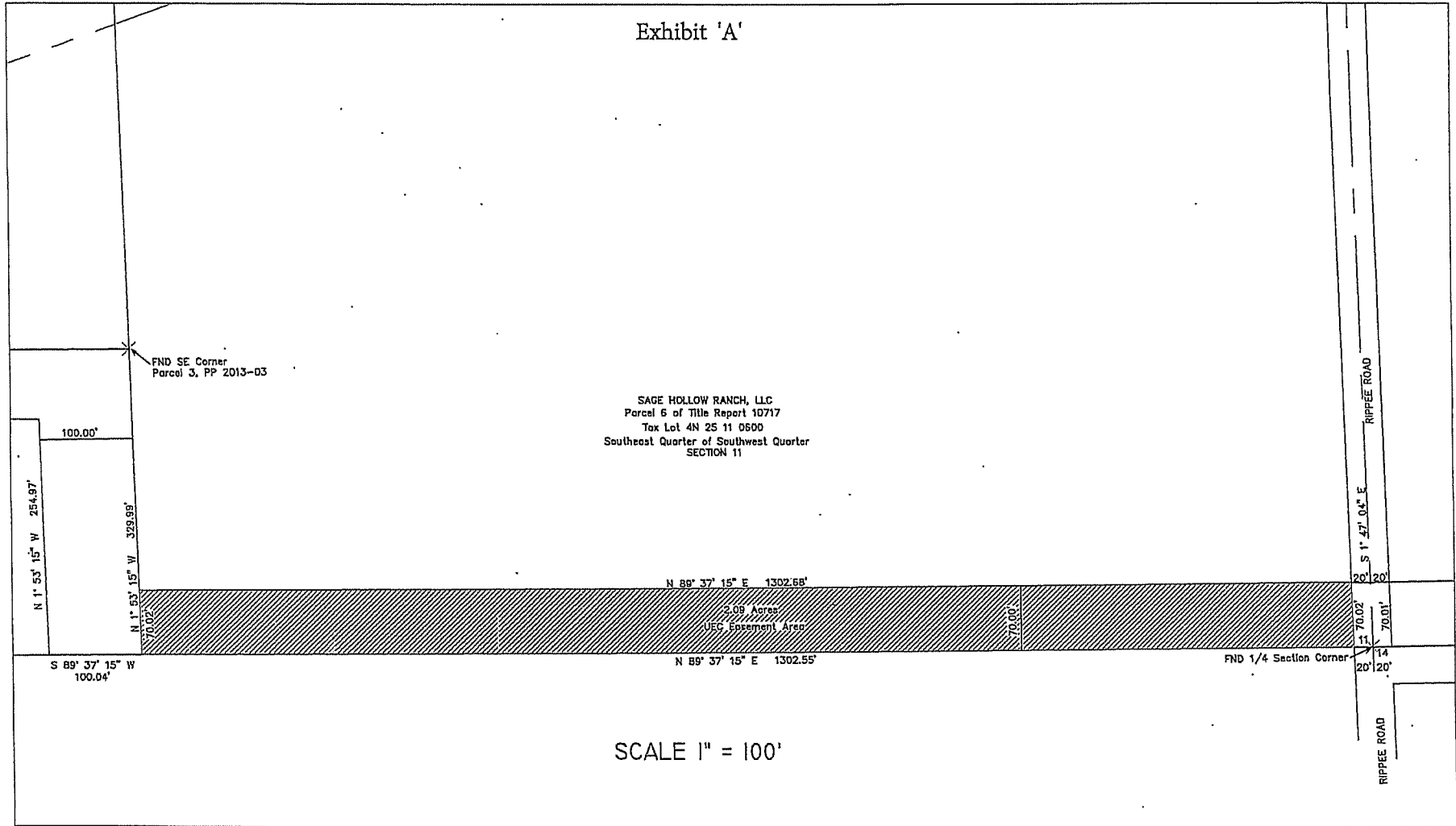
ENGINEERING - LAND SURVEYING - WATER RIGHTS
R. V. MCKINNIS ENGINEERING
79980 Prindle Loop Road
Hermiston, Oregon 97838
(541) -567-2017

Exhibit 'A'
Sage Hollow Ranch, LLC
Easement Legal Description:

A 70 foot wide strip of land located in the Southeast Quarter of the Southwest Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:
The Southerly 70 feet the Southeast Quarter of the Southwest Quarter of said Section 11;
EXCEPTING any and all road rights of way.



Exhibit 'A'



SCALE 1" = 100'

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

Rev. 09-16-2019

REGISTERED PROFESSIONAL LAND SURVEYOR

Ronald V. McKinnis

OREGON
 RONALD V. MCKINNIS
 JAN. 23, 1990
 2431

Expires 12-31-20

ENGINEERING - LAND SURVEYING - WATER RIGHTS

R. V. MCKINNIS ENGINEERING

79980 Prindle Loop Road
 Hermiston, Oregon 97838
 (541) -567-2017




**RECORDING COVER SHEET
(Please Print or Type)**

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page requirements, ORS 205.234.


If this cover page is included with your document, please add \$5.00 to the total recording fees.

MCTC-ACCOM

AFTER RECORDING RETURN TO:

City of Boardman
200 City Center Circle, PO Box 229
Boardman, OR 97818

MORROW COUNTY, OREGON	2019-45626
E-EAS	12/17/2019 11:46:02 AM
Cnt=1 Stn=23 TC	
\$35.00 \$11.00 \$10.00 \$60.00	\$116.00
I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Bobbi Childers - County Clerk	



1) **TITLE(S) OF THE TRANSACTION(S)** ORS 205.234(a)
UEC and City of Boardman Easement of Township 4 North, Range 25 East of the Willamette Meridian, Section 12, M2002-3060

2) **DIRECT PARTY / GRANTOR(S)** ORS 205.125(1)(b) and 205.160
City of Boardman

3) **INDIRECT PARTY / GRANTEE(S)** ORS 205.125(1)(a) and 205.160
Umatilla Electric Co-Op

4) **TRUE AND ACTUAL CONSIDERATION**
ORS 93.030(5) - Amount in dollars or other
\$ _____ Other

5) **SEND TAX STATEMENTS TO:**

6) **SATISFACTION of ORDER or WARRANT**
ORS 205.125(1)(e)
CHECK ONE: FULL
(If applicable) PARTIAL

7) **The amount of the monetary obligation imposed by the order or warrant.** ORS 205.125(1)(c)
\$ _____

8) **If this instrument is being re-recorded, complete the following statement, in accordance with ORS 205.244:**
"Re-recorded at the request of _____ to correct _____
previously recorded in Book _____ and page _____, or as Fee Number _____."

AFTER RECORDING, RETURN TO:

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

UEC REF: Tax Lot 400

EASEMENT

City of Boardman, a municipal corporation, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Umatilla Electric Cooperative, an Oregon cooperative corporation, Grantee, and to its licensees, successors or assigns, a perpetual and non-exclusive easement and right of way, the purpose of which is to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television and communication lines, or any related system and facilities on, across, over, or under a strip of land 100 feet wide located on property described below:

Township 4 North, Range 25 East of the Willamette Meridian, Section 12, and more particularly described in a deed recorded in Morrow County on January 3rd, 2002, as M2002-3060, Morrow County Records Office in Morrow County, State of Oregon.

See Exhibit "A" for Easement Legal Description and depiction of easement area.

Grantor further grants the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the easement area which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described easement area which may pose a hazard to the operation of the facilities within the easement area; to keep the easement clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described easement area.

Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

Because governmental approvals may be necessary from the land owning Grantor for Grantee to use the easement, Grantor appoints Grantee as Grantor's attorney in fact, agent, and authorized representative, to make and progress on Grantor's behalf, any and all land use and regulatory requests, and to make applications and requests to governmental entities and agencies, so Grantee may make use of this easement and its rights, including but not limited to the following: (1) applying for conditional use permits and progressing those applications through to completion and any modifications thereof, including defending the applications and appealing adverse decisions; and (2) applying for any other necessary governmental and administrative approvals and progressing them through to completion and any modifications thereof, including defending the applications and appealing adverse decisions. Grantor agrees not to make any objections to the above applications, or to oppose them in any way at any time. Grantor may not revoke these appointments during the effective period of this easement. All Grantee's applications and work shall be at its sole cost and expense.

Grantor covenants that it is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person: Easement; Microfilm No. M-46988, Morrow County Microfilm Records.

SIGNATURE PAGES TO FOLLOW

EXHIBIT "A"
 City of Boardman
 Easement Legal Description:

A strip of land 100 feet in width along the southern boarder of Tax Lot number 400, described as follows:

A parcel of land located in Section 12 of Township 4 North, Range 25 East of the Willamette Meridian, in the County of Morrow and State of Oregon, being more particularly described as recorded in Morrow County Public Records on January 4, 2002 as document number 2002-3060:

COMMENCING at the Southeast corner of Section 12, of Township 4 North, Range 25 East of the Willamette Meridian in Morrow County; thence North 1° 36' 46" West along the East Line of said Section 12, a distance of 756.32 feet to the North right of way line of the West Extension Irrigation District Canal and True Point of Beginning of this description; thence continuing North 01° 36' 46" West along the East line of said Section 12, a distance of 52.05 feet to the outer edge of an irrigation circle with a radius of 881.67 feet; thence Northwesterly along the perimeter of said 881.67 foot circle a distance of 595.32 feet through an arc of 38°41'13" of which the cord of said arc bears North 67° 49' 18" West a distance of 583.07 feet; thence North 41° 14' 20" East, a distance of 787.52 feet to the intersection of the East Section line of said Section 12; thence North 1° 36' 46" West along said East line of Section 12 a distance of 202.22 feet; thence North 27° 17' 15" West a distance of 733.88 feet to the perimeter of an 881.67 foot circle; thence Northeasterly along the arc of said 881.67 foot circle a distance of 331.00 feet through an arc of 21° 30' 36" whose chord bears North 72° 46' 11" East and a distance of 328.32 feet to the intersection of the East line of said Section 12; thence along the East line of said Section 12 North 1° 36' 46" West a distance of 132.88 feet to the South right of way line of the Union Pacific Railroad mainline; thence North 72° 08' 58" West along said South right of way line of the Union Pacific Railroad a distance of 2790.73 feet to North-South center line of said Section 12; thence South 1° 38' 29" East along the said North-South centerline of Section 12, a distance of 3454.68 feet to the North Right of way of Interstate Highway No. 84; thence South 77° 06' 26" East along the North right of way of Interstate No. 84 a distance of 290.98 feet to the intersection with the North right of way of the West Extension Irrigation District Canal; thence Northeasterly along the North right of way of the West Extension Irrigation District Canal to the Point of Beginning of this description. Said parcel containing 147.12 Acres.

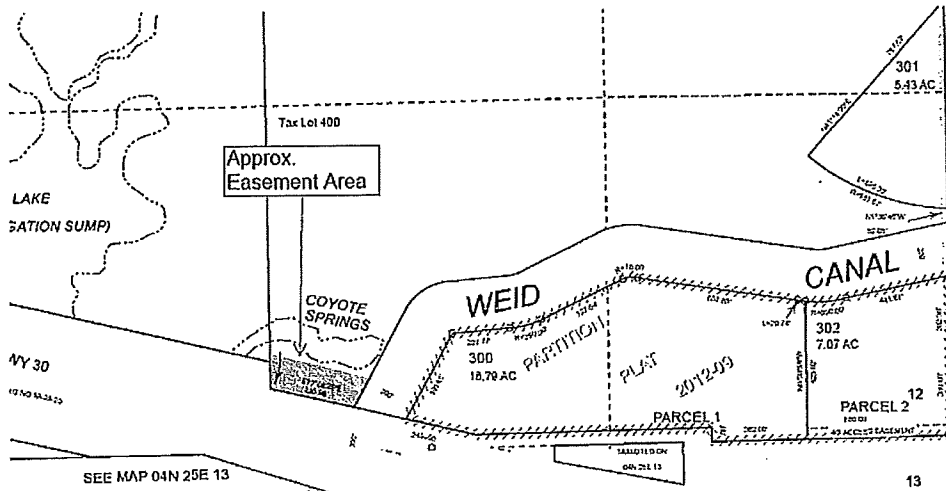


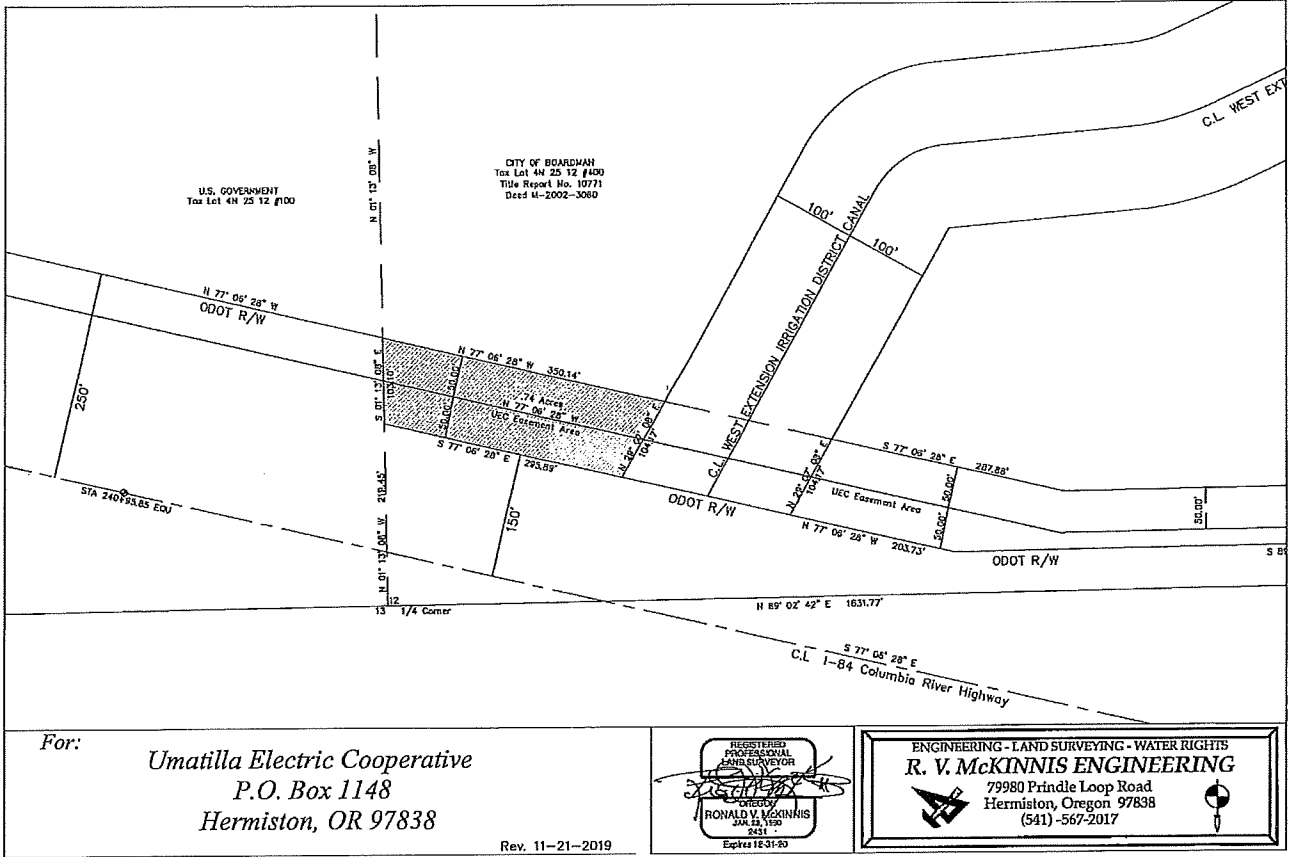
Illustration NOT TO SCALE

Exhibit 'A'
City of Boardman
Tax Lot 4N 25 12 #400
Easement Legal Description:

A 100 foot wide strip of land located in the Southwest Quarter of the Southeast Quarter of Section 12, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:

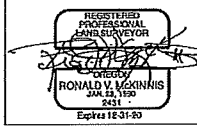
Commencing at the South Quarter Corner of said Section 12; thence North 1° 13' 08" West, along the Center Section Line of said Section 12, a distance of 219.45 feet to a point on the North right of way line of Interstate 84, AKA Columbia River Highway and True Point of Beginning of this description; thence South 77° 06' 28" East along the said North right of way line a distance of 295.89 feet to a point on the intersection with the West right of way line of the West Extension Irrigation District Canal; thence North 29° 07' 08" East along the said West right of way line of said Canal, a distance of 104.17 feet; thence North 77° 06' 28" West a distance of 350.14 feet to the Center Section line of said Section 12; thence South 01° 13' 08" East along the said center Section line of said Section 12 a distance of 103.10 feet to the Point of Beginning.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Ronald V. McKinnis
OREGON
RONALD V. MCKINNIS
JAN. 23, 1990
2431
Expires 12-31-20

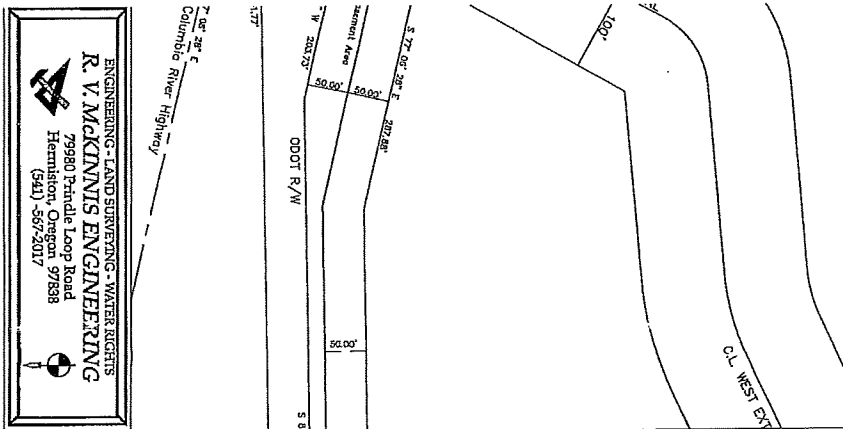


For: **Umatilla Electric Cooperative**
 P.O. Box 1148
 Hermiston, OR 97838

Rev. 11-21-2019



ENGINEERING - LAND SURVEYING - WATER RIGHTS
R. V. McKINNIS ENGINEERING
 79980 Prindle Loop Road
 Hermiston, Oregon 97838
 (541) 567-2017



ENGINEERING - LAND SURVEYING - WATER RIGHTS
R. V. McKINNIS ENGINEERING
 79980 Prindle Loop Road
 Hermiston, Oregon 97838
 (541) 567-2017

Dated this 3rd day of December, 2019.

CITY OF BOARDMAN, GRANTOR

Signature *Sandra F. Toms*

Printed Name Sandra F. Toms

Title of Officer Mayor

ACKNOWLEDGEMENT

State of Oregon)
County of Morrow) SS

This certifies that on this 3rd day of December, 2019, before me the undersigned personally appeared the above named Sandra F. Toms, who is the Mayor for the City of Boardman, on behalf of the corporation, known to me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that they executed the same.



Toni Renea Connell

My Commission Expires May 30, 2020

Consent to Land Use Application

This document serves as notice that Terra Poma Land, LLC, as owner of the real property commonly known as Tax ID: T04N R26E Section 07 Tax Lot 201, and as more particularly described below, expressly gives permission for Umatilla Electric Cooperative to file a land use application with the County of Morrow for permits necessary for the construction of a proposed transmission line and related facilities that may pass upon its Property.

Property Description

Property Location:	Directly east of Hwy 730 at I-84 in Morrow County OR. (See attached)
Landowner(s) in Title:	Terra Poma Land, LLC
Assessor's Tax Map Description:	04N26E07 Section 07 Tax Lot 201
Landowner Mailing Address:	PO Box 862 Hermiston OR 97838
Landowner Telephone No:	[if known]

Terra Poma Land, LLC

Owner


Authorized Agent Name (printed)

Ken Vandewort
Authorized Agent Signature

1/16/2020
Date

Morrow County

Authorization to File a
Land Use Permit
Application

Attachment

County Assessor's Map:

Township	Range	Section	Subsection	Tax Lot
4N	26E	07		201

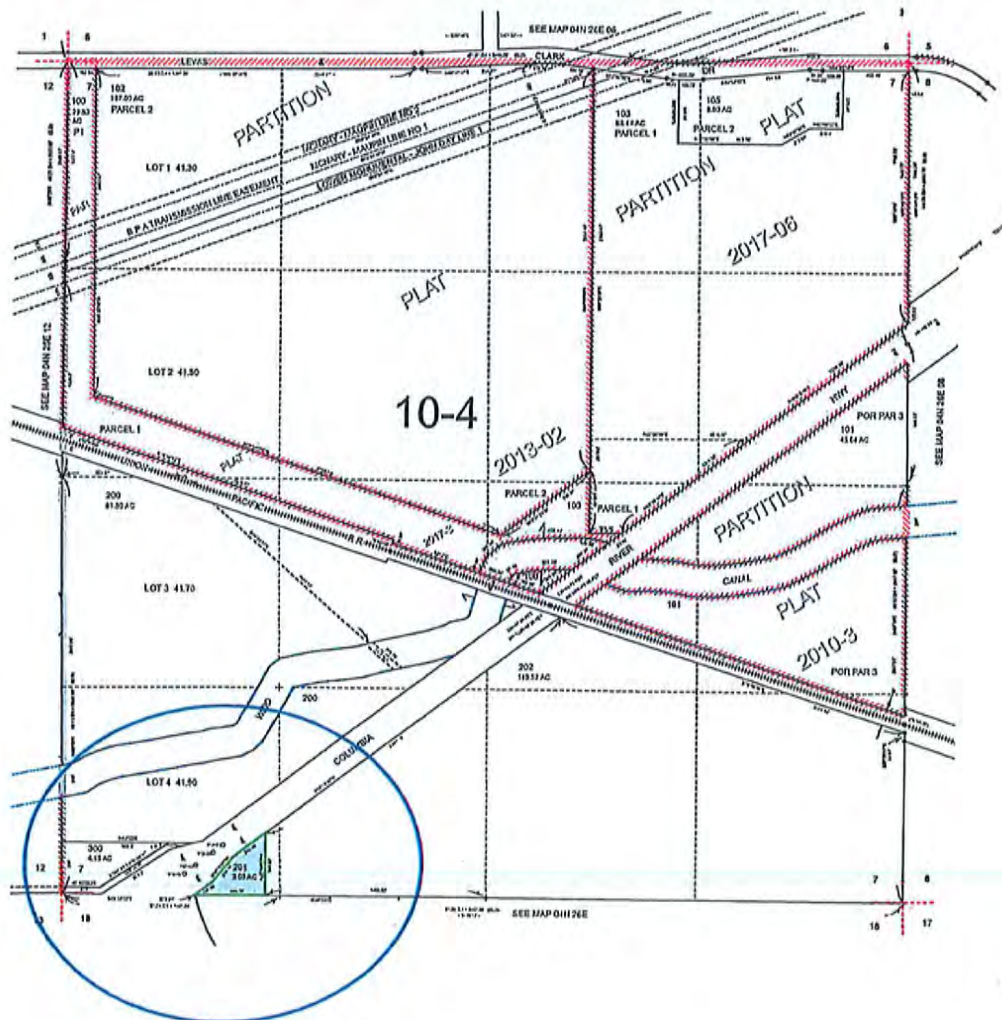
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



SECTION 7 T.4N. R.26E. W.M.
MORROW COUNTY
1" = 400'

04N26E07

Controlled
104



Revised: EB
01/03/2018

04N26E07

Stephanie Case

From: Gary Frederickson <gf@integra.net>
Sent: Monday, March 30, 2020 9:30 AM
To: Stephanie Case
Cc: David Blanc
Subject: Application No. LUD-N-26-20

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

Dear Stephanie,

We have received the preliminary findings of fact for a proposed power line that would border several properties our family owns along Root Lane in Boardman. We are very opposed to the proposal. There are several residences sited very close to the proposed line that will be negatively impacted by this construction and power line if it is sited. There are several routes that would be less disruptive north of I-84. We are checking the preliminary findings and will be following up with our opinion of whether this is even permitted under the existing ordinances. Please continue to keep us informed of all plans of action on this project. Please confirm receipt of this email.

Regards
Gary Frederickson

Nick R. Blanc
nblanc@blancfirm.com
*Licensed in OR & CA

David M. Blanc
dblanc@blancfirm.com
*Licensed in OR & WA



39 SE Court Ave.
Pendleton, OR 97801
Phone: (541) 215-4810
Fax: (541) 215-6609
www.blancfirm.com

April 2, 2020

SENT VIA FIRST CLASS MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED



Stephanie Case
Interim Planning Director
Morrow County Planning Department
P.O. Box 40
Irrigon, OR 97844

Re: Preliminary Findings of Fact/Land Use Decision
Application No. LUD-N-26-20
Our File No. 020-054

Dear Ms. Case:

Our firm represents Gary and Casey Frederickson who have asked us to review the Preliminary Findings of Fact (the "Findings") referenced above. The Fredericksons are adjoining landowners affected by the placement of the proposed transmission lines. I am submitting this letter as public comment on their behalf and in opposition to the Findings. This letter supplements the statement of opposition of Gary Frederickson that was submitted by email on March 30, 2020.

The Planning Department found that the proposed utility facility qualifies as a utility facility necessary for public service, including associated transmission lines as defined in Article 1 of the Morrow County Zoning Ordinances. In my review of Article 1, there is no separate definition for "associated transmission lines." Rather, there is a definition for "utility facility" which includes in that definition the facility's "power transmission lines." Basically, the proposed utility facility and its associated transmission lines are defined as one single entity, not separately.

This brings me to the requirements for approval of a utility facility necessary for public service as outlined in Section 3.010(D)(10) of the Zoning Ordinances. In its Findings, the Planning Department went through the factors to determine whether the utility facility must be cited in an exclusive farm use zone, which is the required course of action. However, the Planning Department did not go through this process in accessing the proposed location of the associated transmission lines.

The Findings state that "[p]lanning staff have deemed this criterion not applicable as this installation does not qualify as an 'associated transmission line' as defined in the Morrow County Zoning Ordinance and is not associated with an energy generation facility." Once again, Article

Stephanie Case
Page 2
April 2, 2020

1 of the Zoning Ordinances does not have a definition for “associated transmission lines,” nor does Section 3.010(D)(10) have an exception for facilities “not associated with an energy generation facility.” Put simply, these are not valid reasons to find that the criteria of Section 3.010(D)(10) do not apply to the associated transmission lines. The Zoning Ordinances definition of “utility facility” includes in that definition its associated transmission lines. Therefore, the applicant in this situation, Umatilla Electric Cooperative, must demonstrate that the associated transmission lines meet either of the following requirements of subsection (1) or (2) of Section 3.010(D)(10)(b):

(1) An applicant demonstrates that the entire route of the associated transmission line meets at least one of the following requirements:

(a) The associated transmission line is not located on high-value farmland, as defined in ORS 195.300, or on arable land;

(b) The associated transmission line is co-located with an existing transmission line;

(c) The associated transmission line parallels an existing transmission line corridor with the minimum separation necessary for safety; or

(d) The associated transmission line is located within an existing right of way for a linear facility, such as a transmission line, road or railroad, that is located above the surface of the ground.

(2) After an evaluation of reasonable alternatives, an applicant demonstrates that the entire route of the associated transmission line meets, subject to Subsections D.10.b(3) and (4), two or more of the following criteria:

(a) Technical and engineering feasibility;

(b) The associated transmission line is locationally-dependent because the associated transmission line must cross high-value farmland, as defined in ORS 195.300, or arable land to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;

(c) Lack of an available existing right of way for a linear facility, such as a transmission line, road or railroad, that is located above the surface of the ground;

(d) Public health and safety; or

(e) Other requirements of state or federal agencies.

(3) As pertains to Subsection (2), the applicant shall demonstrate how the applicant will mitigate and minimize the impacts, if any, of the associated transmission line on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on the surrounding farmland.

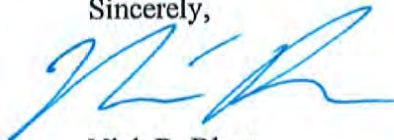
Stephanie Case
Page 3
April 2, 2020

Because there is not an exception in the Zoning Ordinances that would allow the Planning Department to forego the analysis set forth above, the County would be derelict in its duty if it were to allow the installation of these transmission lines along the Frederickson's property without following the procedure set forth in its own ordinances.

For these reasons, the Fredericksons object to these Preliminary Findings and ask that the application as to the transmission lines be denied. The Fredericksons would rather see that these lines be installed to the north of I-84.

If I have overlooked a separate exception that would allow the Planning Department to forego the requirements for approving the associated transmission lines of a utility facility for public service, please let me know. Any communications can be sent directly to me at my office. Thank you.

Sincerely,



Nick R. Blanc

cc. Gary and Casey Frederickson

Stephanie Case

From: Casey Huxoll <caseyh@integra.net>
Sent: Monday, April 6, 2020 11:53 AM
To: Stephanie Case
Subject: 230kv line on Root Ln

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

Stephanie

We are writing to you about the concerns we have with the proposal to install a new 230kv transmission line that will run down Root Ln.

We feel like this would be a horrible thing to have in our neighborhood. We feel this will lower our property values as well as being added traffic to an already inadequate county road. As well as other health and noise concerns with being that close to high powered lines.

These high powered lines always crackle and pop in the winter time and seems to create much static underneath them. Not only would this line be a major eyesore from my house, the current proposed route would bring this line very close to my grandmas house and this is very concerning to us. She lives on the corner of Rippee rd and Root Ln.

We don't understand why they would want to run a line like this close to dwellings when it seems there could be so many other options to stay away from the houses. Such as run this line through the industrial zone on the north side of I-84. Or along the interstate.

We hope that our concerns get recognized and the commission will deny this proposal.

Can you please confirm receipt

Thanks

Casey and Nikki Huxoll

Stephanie Case

From: Terry Tallman <terry@tallman.cx>
Sent: Wednesday, April 8, 2020 4:27 PM
To: Stephanie Case
Subject: Planning Action for Morrow County

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

My name is Terry Tallman. I am an adjoining Land owner for land being considered in a Land Use Decision in Morrow County. This action will provide power for the use of one property owner being promoted by Umatilla Electric Cooperative for "Public Service". There are other concerns as well. I would ask for re definition of public service in this matter. One land owner benefits, other may not even though publicly it is characterized as a far different situation. Therefore I ask for further discussion of the matter.

Sincerely,

Terry K. Tallman
Morrow County landowner

Sent from my iPhone

From: [Stephanie Case](#)
To: [Stephen Wrecsics](#)
Subject: FW: Morrow county land use on Umatilla electric line
Date: Friday, April 10, 2020 5:13:45 PM

From: Jonathan Tallman <jonathan@tallman.cx>
Sent: Thursday, April 9, 2020 9:02 AM
To: Stephanie Case <scase@co.morrow.or.us>
Subject: Morrow county land use on Umatilla electric line

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

Stephanie,

Hello Jonathan Tallman here. I am writing in response to the information to the fact finding letter that you sent the letter about.

The question I have is this just one line for 230k? Right now the amazon data facility has power but now they need more then what they have currently? Is there an end to their power consumption needs or will this 230k line be enough going ahead into the future or will another line have to be constructed too?

Thank you for you time.

Sincerely,

Jonathan Tallman

--

Jonathan Tallman
(208) 570-7589

Stephanie Case

From: Jim Doherty
Sent: Friday, April 10, 2020 5:00 PM
To: Stephanie Case
Subject: Comments on UEC

Stephanie,

I think we need to have clarity on when a variance was approved by the city to allow overhead lines, as it would have been impossible for former Judge Tallman to negotiate something out of his authority.

I think we need to revisit the minutes of the temporary 115kv discussion indicating that the potential 230kv line would replace and was for an end user. Discussion now is more centered around greater good.

During negotiations with UEC they indicated it would take 500k more to go around morrow county. Why now the long more expensive way. I would prefer to put on county than on constituents.

This is why PLANNING is so important this is a sad sad sad day that we bow at the dlter of greed. A few people used their positions to enrich sad

Jim

Sent from my U.S.Cellular© Smartphone

Land use decision LUD-N-26-20 is coming before you today as a result of the lack of planning, from the City of Boardman on the PDX project. Today, there is no path forward for this 230kV transmission line without the condemnation of our land, and all the unsigned landowners on exhibit A & B. What is concerning here is that VADATA, the end user and likely the main reason this land use meeting is happening, has not signed any agreements.

UEC has filed against all the landowners with the PUC.

In the Matter of UMATILLA ELECTRIC COOPERATIVE, Petition for Certification of Public Convenience and Necessity. Filed by Tommy Brooks. Filed 3/19/2020
This land use hearing is no more than an attempt to strengthen a position. Those within the City of Boardman in the Commercial district will not have a hearing opportunity. This meeting will be their only voice.

The Umatilla Electric Cooperative has been aware of this project since the inception, but pretends it was a surprise. Minutes of the Boardman City planning department reflect a UEC board member was present at the 1st land use hearing in Boardman. He was not there over concerns about the soccer field. The applicant and the City hid the use to the planning department, thus no planning, this created a mess for everyone involved.

The power that UEC has represented as a public need, ends at Amazon for redundancy. They currently have 230kV to the site. Make the temp power permanent and move on.

UEC has the power of condemnation, but can you fathom that they would use it against retired citizens of Morrow County, Cheryl and Terry Tallman that have given a lifetime of service to their community, his 92 year old father and brother. Also, the Yates family are business owners in Morrow County and Edward Shook lives in a rural farm 2 acre zone.

There is a dead end at the county line. UEC does not have easements in place to ensure the project's completion. They want this piece mealed, so it appears that everything is in place. You have to look at the whole project. This land use application may certainly only address the unincorporated area of the County, but the effects will be seen across the entire UBG.

One planning commissioner knows the impact of potentially having private property condemned. I hope he speaks out today.

The impacts of this action go far beyond the county lines. Take into consideration that one End Point is located in the city limits and crosses service center zoned lands. Service center zoned land inventories in Boardman proper are a scare commodity and need to be preserved. Commercial land usually means a population center. Boardman has a restriction on above ground utilities(see Below), for good reason the county needs to protect those lands. Perhaps with conditions set forth in Use standards; 10 (4) conditions if approved.

Chapter 13.12 - UNDERGROUND WIRING CONTROL DISTRICT

13.12.010 - Findings.

The council finds that a program for the establishment of an underground wiring control district is highly desirable to beautify the city and to promote its orderly development; that the underground wiring shall be required for installation of underground utility facilities in the city, except as hereinafter provided; that such a program is in the public interest and will allow property owners who must provide on-premises facilities to make such plans as are necessary to take the underground service; that such a program is in conformity with ORS Chapter 221, which provides that the city may prescribe by ordinance the character of service to be furnished by any public utility and the conditions upon which such utility may be permitted to occupy the streets and public property within the city; that such an underground wiring program is necessary in such area in order to protect and promote the public health, safety and welfare.

13.12.020 - Boundaries.

The underground wiring control district shall mean and include the entire city of Boardman.

13.12.030 - Overhead wires prohibited.

It is unlawful for any person to erect, construct or maintain on or over the surface of any of the streets in the underground wiring control district any wires, poles, cables, appliances, or apparatus of any kind, on, through, or by means of which electric current is transmitted or used for operating any telephone, telegraph, television, television cable, messenger, or electric light or power system or for any other

Additionally the county needs to protect the adjacent small farm 40 and farm residential lands. Overhead power lines have negative effects on property values. Morrow County has just purchased a Public Works parcel. The transmission line will surround the property, making uses more difficult and safety issues more probable.

Furthermore, this application fails to comply with any statewide goals; 1,2,3,5,6,8,9,13. Our Comprehensive plan is acknowledged by the state and therefore needs to comply with these goals. None of the goals have been met. If power distribution lines are part of the Utility Facility they are not outright uses in EFU and all criteria that pertains to them will need to be met. Thus it is our belief staff has erred in applying the correct approval criteria. Morrow County Zoning ordinance; Article 3 USE ZONES section 3.010 Part D. Use Standards 10 (b) as not applicable. Staff should find. Testimony provided by Louis Toth P.E., Dated March 19, 2020 referenced here: <https://edocs.puc.state.or.us/efdocs/HTB/pcn4htb123331.pdf> / PCN ____ - UEC100 - Toth Testimony -03182020 .pdf provides that information.

"Circuits other than the Transmission Line to Olson Rd Substation that will be initially connected to the "breaker and half scheme" will be 230 kV lines connecting to the new

Wheatridge West wind turbine generation complex and BPA's Morrow Flat source substation.

The Hwy 730 Switchyard will be designed and sized for long term flexibility and expansion to accommodate future needs". Clearly this states this project will be tied to an " associated transmission line" and thus will need to be added to the criteria for approval and addressed.

Public health and safety has clearly not been addressed. Overhead power lines can present health challenges. "Implantable medical devices are becoming increasingly common. Two such devices, pacemakers and implantable cardioverter defibrillators (ICDs), have been associated with problems arising from interference caused by magnetic and electric fields. This type of interference is often termed electromagnetic interference or EMI. EMI can cause inappropriate triggering of a device or inhibit the device from responding appropriately."

Butrous, G.S., J.C. Male., et. al. 1983. The Effect of Power Frequency High Intensity Electric Fields on Implanted Cardiac Pacemakers. *Pacing & Clinical Electrophysiology*. 6:1282-1292.

2002 Report from the State of California In response to a California Public Utilities Commission request, three scientists from the California Department of Health Services reviewed the studies related to possible health problems from exposure to EMF created by power lines. The report's major conclusions are:

- To one degree or another, scientists from DHS are inclined to believe that EMFs can cause some degree of increased risk of childhood leukemia, adult brain cancer, Lou Gehrig's Disease, and miscarriage.

The currents induced in the body by magnetic fields are greatest near the periphery of the body and smallest at the center of the body. It is believed the magnetic field might induce a voltage in the tissue of human body which causes a current to flow through it due to its conductivity of around them. The magnetic field has influence on tissues in the human body. These influences may be beneficial or harmful depending upon its nature. The magnitude of surface charge and internal body currents that are induced by any given source of power-frequency fields depends on many factors. These include the magnitude of the charges and currents in the source, the distance of the body from the source, the presence of other objects that might shield or concentrate the field, and body posture, shape, and orientation.

For this reason the surface charges and currents in which a given field is induced are very different for different human and animals. When a person who is isolated from ground by some insulating material comes in close proximity to an overhead transmission line, an electrostatic field is set in the body of human being, having a resistance of about 2000 ohms. When the same person touches a grounded object, it will discharge through his body causing an amount of discharge current to flow through the body. Discharge currents from 50-60 Hz electromagnetic fields are weaker than

natural currents in the body, such as those from the electrical activity of the brain and heart.

For human beings the limit for an undisturbed field is 15 kV/m, R.M.S., to experience possible shock. Strong, artificial EMFs like those from power lines can scramble and interfere with your body's natural EMF, harming everything from your sleep cycles and stress levels to your immune response and DNA! cell enlargement. Further, the growth can be stunted which may be due to poor action of hormones responsible for cell division and cell enlargement. The bio-chemical changes produced in this plant due to EMF stress quite obvious and it affects the production leading to economic loss. It is concluded that the reduced growth parameter shown in the crop plants would indicate that the EMF has exerted a stress on that plants and this EMF stress was quite obvious and it affects the production leading to economic loss. So further research activities are needed to safe guard plants from EMF stress. (* The Tallman's grow a garden for their business)

This 115 kV alternative would not be as economically effective as building the Transmission Line since it would not only require 115 kV line upgrades, but it would also require major revisions to the BPA Boardman 230/115 kV source transformer and related facilities. These items would be in addition to existing 115 kV line upgrades.

In summary, this testimony indicates merely upgrading 115 kV conductors to larger sizes is not an optimal alternative since it involves adding a very expensive new source 230/115 kV transformer(s) to the area system to provide for added 115 kV capacity. In addition, it is noted

Cost alone may not be considered when considering alternatives. This criteria has not been met. As upgrading the lines would have no impacts to agricultural operations, no resource consumption and affect no new landowners. Therefore, they have not met the use standards.

The application speaks of construction, operation, maintenance, but does not address distribution. Is that because it is not a transmission line, but a power distribution line? The UEC has indicated that the power will be redistributed to residences and industries throughout the city and county. There will be many more impacts to come as this distribution occurs. The county needs to protect future impacts on property owners and agricultural lands by requesting that all distribution lines be constructed underground. This will mitigate impacts to the City and surrounding commercial and residential land and eliminate impacts to EFU lands.

Morrow County Morrow County Zoning Ordinance Article 3 Section 3.010

This is the adopted definition of a Utility Service by Morrow County, this is not what they are asking.

Utility facility service lines are utility lines and accessory facilities or structures that end at the point where the utility service is received by the customer and that are located on one or more of the following:

- a. A public right of way;
 - b. Land immediately adjacent to a public right of way, provided the written consent of all adjacent property owners has been obtained; or
 - c. The property to be served by the utility.
- Specifically , the applicant asks for, "Utility facility necessary for public service" a utility facility line ends at the end user and that is not what this application is asking.

Morrow County Zoning Ordinance Article 1

Utility Facility. Any major structure owned or operated by a public, private, or cooperative electric, fuel, communication, sewage, or water company for the generation, transmission, distribution, or processing of its products or for the disposal of cooling water, waste, or byproducts, and including power transmission lines, major trunk pipelines, power substations, dams, water towers, sewage lagoons, sanitary landfills, and similar facilities, but excluding local sewer, water, gas, telephone and power distribution lines, and similar minor facilities allowed in any zone.

This utility facility proposal is being sold as a transmission line, It is clearly a power distribution line. Coming from a switch yard directly to an end user. This use is not accepted under Utility Facility and does not serve the public good.


If and when the power will be redistributed to residences and industries throughout the city and county there will be many more impacts to come as this distribution occurs. The county needs to protect future impacts on property owners and agricultural lands by requesting that all distribution lines be constructed underground. This will mitigate impacts to the City and surrounding commercial and residential land and eliminate impacts to EFU lands.

Use Standards 10 (1) (f) "locationally-dependent"

Lack of consideration was given by someone in the process as it was initiated. [ie The final land owner (the site selection group), the City or County Planning staff.] The matter seems to have been "oh well, it will come out in the end, the EFU landowner can bear the burden". This should have been a question of considerable thought before purchase and construction start, not as a matter to bring pressure prior to a public preliminary finding of fact land use decision or Public Utilities Commission hearing.

Thank you.

Sincerely,


Terry & Cheryl Tallman, Morrow County Landowners

Stephanie Case

From: J. Fletcher Hobbs <fletcher@cfsilage.com>
Sent: Wednesday, May 20, 2020 8:23 PM
To: Stephanie Case
Subject: Umatilla Electric Cooperative PUC
Attachments: Case letter UEC PUC.pdf

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

Greetings,

Attached is a letter. Thank you in advance for reading it.

Respectfully,

J. Fletcher Hobbs

WALO LLC

325 Yates Lane
Boardman, OR 97818
(541)377-3349

Stephanie Case,

I am writing to you because I received the preliminary findings of facts for a power distribution line to the Vadata buildings. I own property under the proposed preferred route as well as the proposed alternate route. I have been in contact with TOTH and UEC and most of my neighbors. I have also attended several meetings related to the effort to get power to Vadata.

After initially rejecting the idea of the power distribution line over my property, I attempted to make a deal with UEC to allow a city street to share part of the proposed easement with the City of Boardman because the city is going to be required to install one to comply with DOT interstate regulations. I offered any proceeds from the easement to be given to the city to help complete the project. After several planning meetings; UEC agreed, but returned agreements with ambiguous language regarding the street which would prevent the project from coming to fruition. I have offered to draft an agreement and looked at their revised agreements, but have met resistance.

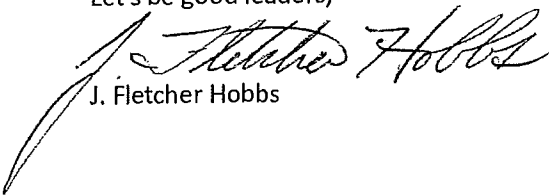
There are routes available to get the power to the site through an industrial area North of I-84. The cost is said to be greater, but in all the meetings I have attended relating to getting power to Vadata, I have not seen evaluation of that route. Even if the cost truly is greater; the burden should be placed on the customer needing the distribution line, not the surrounding community which already afforded Vadata hundreds of millions of dollars in tax deferments.

I have struggled to come to terms with this project. I understand that growth is part of human existence, and that things don't always end up the way I want them to. The reality for me is that if I allow UEC to take 1.5 acres for a distribution line to Vadata, and the City of Boardman to take 1.5 acres for their street; I will no longer be able to operate at the facility I spent my life's wealth on. I am one of the largest employers in this area. I pay my employees well, and I ensure my customer's profits. Custom Feed Services is now a keystone company in this community. I did all due diligence before even buying this property to ensure it would work for my company and the community we chose for our home.

When I speak with the Tallmans and hear that UEC's offer would have Terry leave his garden; I am angered about the things they say regarding him being unreasonable. When I look at the map of the proposed route with the Fredericksons; my heart breaks thinking about each of their homes being affected by this project.

I think there are good people leading our community, but there is a misguided group mentality that this Vadata project needs to be pushed through. There are rules, laws, and guidelines that are being bent to the will of Vadata. Those rules, laws, and guidelines were put there to help leaders make the right decisions when dealing with people or entities that we need, but don't necessarily carry the same values that make a successful community.

Let's be good leaders,



J. Fletcher Hobbs

Stephanie Case

From: Mary Killion <mary.killion@outlook.com>
Sent: Monday, July 6, 2020 1:03 PM
To: Stephanie Case
Subject: Morrow County Planning

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

Hello, Stepahnie-

My name is Mary Killion. I have lived in Morrow County, Boardman area, since mid-2002. Recently, I have been made aware of an issue involving land use in Morrow that I would like to oppose. Umatilla Electric Cooperative plans to condemn a piece of land in order to upgrade utilities for the City of Boardman and Port of Morrow. The current utility needs are being met, but they claim that this is an essential upgrade. In the Introduction of the Morrow County Comprehensive Plan, paragraph 5(b) it states; "...all too often land use policies therefor take a totally negative view toward growth. In actuality, such plans and regulations should only take a negative view toward unplanned or poorly planned growth; the results, thereof ultimately costing the general public and the taxpayer uncalled for and unnecessary damages to their physical, social, economical and environmental well-being..."

I believe this section of the Comprehensive Plan behooves the Morrow County Planning Department to take a strong stance against the negative impacts of development.

The intention of Umatilla Electric Cooperative (UEC) to condemn the land where Fletcher Hobbs currently operates CFS, a profitable and sustainable business; is a detriment to our county. CFS provides a vital service to Morrow County; it supports several other businesses and also has plans to grow and employ even more than the current staff of 50 employees. Without CFS in our county, those businesses will have to find another outlet for the very services that are currently being provided by CFS. Mr. Hobbs has personally and professionally been an advocate and supporter for our local FFA groups and other youth activities such as the Morrow County Fair. He embodies everything that Morrow County needs from a business.

Mr. Hobbs has been compliant with the PUC and UEC with trying to develop a plan that is mutually beneficial. Even though such plans have been attainable, UEC insists that they declare Eminent Domain over the majority of Mr. Hobbs's property and push him out of business. I have searched public records for reasons why such a drastic improvement is necessary for this area and I cannot find anything on record. The current system is completely adequate for the current need. It is therefore my belief that there is more going on than meets the eye. If this is allowed to go through and "more power" is available; what is the benefit to our county? We would have lost a thriving and growing business that enhances our county industry and employs currently 50+ employees and also provided the means necessary to further destroy our county land with Vadata and assorted other tax-deferred entities.

Umatilla Electric has the responsibility to ethically meet the needs of their customers. By pushing through this upgrade, while other options remain available for routing, they are not being ethical nor are they serving our county- they are only serving the agenda of one customer. I propose that the Morrow County Planning Department either prove that this improvement is required for current use or take a stand against it. Public comment on this issue is closing on July 16th. Please address this issue with a strong stand for Morrow County and our future.

Thank-you for your service to Morrow County.
Sincerely,

Wes Killion
Mary Killion



TOMMY A. BROOKS

tbrooks@cablehuston.com
cablehuston.com

May 20, 2020

VIA EMAIL

Stephanie Case
Interim Planning Director
Morrow County Planning Department
P.O. Box 40
205 Third Street NE
Irrigon, OR 97784
scase@morrow.county.or

**RE: LUD-N-26-20 - UEC 230kV Line
Applicant's Response to Comments**

Dear Ms. Case:

This firm represents Umatilla Electric Cooperative ("UEC"), applicant in the above-captioned land use matter. The purpose of this letter is to provide the County with a response to the comments it received regarding its Preliminary Findings of Fact. Please include this letter in the record for this matter.

Background and Legal Context

As an initial matter, UEC would like to provide the County with a more detailed explanation of the legal context in which this application is being made. As explained in UEC's application, the proposed Transmission Line will be partially sited within the County's Exclusive Farm Use ("EFU") zone. Unlike most zoning designations, the EFU zone is statutorily controlled at the state level. Any analysis of whether and how a use is allowed in EFU zone, therefore, relies on the application of state statutes – specifically those statutes in ORS Chapter 215.

While the provisions in ORS Chapter 215 generally allow only farm uses in the EFU zone, ORS 215.283 expressly allows several nonfarm uses as well. ORS 215.283 is further divided into two primary subsections. The Oregon Supreme Court has concluded that the legislature intended the uses delineated in ORS 215.283(1) to be uses "as of right," and "a county may not enact or apply legislative criteria of its own" to those uses. *Brentmar v. Jackson Cty.*,

321 Or 481, 496 (1995). As a result, the only applicable criteria in the EFU zone for uses listed in ORS 215.283(1) are those criteria found in state statute or in state rules implementing those statutes.

ORS 215.283(1)(c) identifies “utility facilities necessary for public service” as one of the nonfarm uses allowed in the EFU zone as of right. The Land Use Board of Appeals (“LUBA”), in a case involving Umatilla County, acknowledged that a transmission line is a type of utility facility that falls within the scope of ORS 215.283(1)(c). *WKN Chopin LLC v. Umatilla County*, 66 Or LUBA 1 (2012) (“*WKN Chopin*”).

The *WKN Chopin* case is highly relevant to UEC’s current proposal in Morrow County. First, applying the standard set forth in *Brentmar*, LUBA confirmed that “the uses allowed under subsection (1) [of ORS 215.283] are permitted outright and are only subject to *statutory* standards.” (Emphasis original). Second, LUBA acknowledged in that case the distinction between a transmission line that serves a wind facility and the wind facility itself, the latter of which falls within the scope of ORS 215.283(2) and, therefore, can be further governed by local criteria. Based on the holdings in *Brentmar* and *WKN Chopin*, the only standards applicable to UEC’s Line are the statutory standards in ORS 215.275 (relating generally to utility facilities necessary for public service). As long as the Transmission Line meets those criteria, the County must approve the portions of the use located in the EFU zone.

As used in ORS 215.283 and refined by ORS 215.275, the “necessity” of a utility facility refers to the necessity to be in the EFU zone. LUBA has explained that, to comply with ORS 215.275, an applicant must first make a reasonable effort to identify reasonable non-EFU zoned sites. This includes considering any reasonable non-EFU zoned sites that are identified by other parties. If non-EFU sites are identified, the applicant must demonstrate that those alternative sites are not feasible based on one or more of the factors set out in ORS 215.275(2). *Getz v. Deschutes County*, 58 Or LUBA 559 (2009).

For UEC, locating the line in the EFU zone is necessary because the end of the line at the 730 Switchyard is completely surrounded by EFU zoned land, and there is no way to get to other non-resource zoned lands without crossing the EFU. UEC also explains in its application the technical and engineering basis for the route it selected. Those materials are supported by the testimony UEC provided to the Oregon Public Utility Commission (“PUC”), portions of which we are providing for the County to include in the record of this proceeding.

It is noteworthy that the consideration of alternative sites applies only to the determination of whether the facility must be sited in the EFU. Once that decision is made, the applicant does not have to consider alternative locations that are also within an EFU zone. See *WKN Chopin* at *11.

It is in this context that the County should consider the comments it received regarding UEC’s application.

Response to Comments

The County received comments in opposition to the line from Gary Frederickson, both directly and through his attorney Mr. Blanc. The comments from Mr. Frederickson primarily state that he was still reviewing the application, and he does not cite any approval criteria that UEC has not satisfied. Mr. Frederickson does state his belief that there are other routes for the transmission line that could be “less disruptive” north of I-84. However, Mr. Frederickson’s email does not identify what disruptions he believes are associated with the proposed route. UEC therefore cannot respond to that specific argument.

The letter from Mr. Blanc on behalf of Mr. Frederickson goes into more detail. Mr. Blanc first states that UEC’s transmission line is a “utility facility” with “associated transmission lines.” Based on that statement, and a statement that the County’s code does not define “associated transmission lines,” Mr. Blanc believes the County should have applied the criteria for associated transmission lines in addition to the standards for utility facilities necessary for public service. To the contrary, an “associated transmission line” is only one type of “utility facility necessary for public service” that is not relevant here.

The regulations for associated transmission lines are found in ORS 215.274, which establishes the criteria for when such lines are necessary. That statute defines an “associated transmission line” by reference to ORS 469.300, which in turn states that such lines are “new transmission lines constructed to connect an energy facility to the first point of junction of such transmission line or lines with either a power distribution system or an interconnected primary transmission system or both or to the Northwest Power Grid.” This same definition appears in Article 1 of the Morrow County Zoning Ordinance. UEC’s proposed transmission line is not being used to connect an energy facility to UEC’s system or to BPA’s transmission grid. It therefore does not qualify as an associated transmission line, and none of the associated transmission line regulations apply to UEC’s proposal.

The County received email comments from Casey and Nikki Huxoll. In those comments, the Huxolls urge the County to deny the application based on concerns of lower property values, increased traffic, and other health and noise concerns. Of note, none of these concerns address the criteria in ORS 215.275 (or the County’s zoning ordinance implementing those regulations), and the Huxolls do not assert that UEC’s application fails to meet the applicable approval criteria. As stated above, as long as the transmission line satisfies the statutory requirements for being necessary to be in the farm zone, it must be approved. Those statutory requirements do not impose any compatibility requirements such as those raised by the Huxolls, especially compatibility with areas outside of the EFU zone. Moreover, it is not clear from the Huxolls’ comments how such impacts would actually exist. The transmission line, for example, is a very passive use and will not result in increased traffic as the Huxolls suggest.

The County received email comments from Jonathan Tallman. Those comments, however, do not address UEC’s application or the approval criteria. Instead, these comments pose a question regarding whether there will be a need for future transmission lines. UEC has an obligation to provide service in its service territory. It is constantly assessing the needs of its customers and engages in long-term planning efforts to identify what lines will be needed and

when those lines will be needed. The proposed transmission line is part of that effort and UEC has determined that the line is necessary in light of recent and future load growth in the Boardman area. This includes not just customers close to the proposed line, but also the area where the Port of Morrow has planned for significant growth.

The County also received comments from Terry and Cheryl Tallman. With respect to land use issues, the comments from the Tallmans state that the application does not comply with several Statewide Planning Goals (“Goals”) and various provisions of the County’s comprehensive plan. However, the Goals and comprehensive plan provisions are not applicable. Once a county has an acknowledged comprehensive plan in place, the Goals cease to apply to specific land use applications. Further, comprehensive plans are implemented by specific land use regulations and are not, in and of themselves, approval standards. *See Von Lubken v. Hood River County*, 104 Or App 683, 689 (1990). Based on these established legal doctrines, only the County’s land use regulations apply and, in this case, those regulations must implement ORS 215.275, which does not impose any additional criteria grounded in the Goals or local comprehensive plan provisions. *See W.K. Chopin* at *19 (“As we have already noted, under *Brentmar v. Jackson County*, the county is not permitted to impose local land use standards on uses that are permitted under subsection (1) of ORS 215.283.”).

The Tallmans state that the transmission line UEC proposes is in fact a distribution line that should be viewed under different criteria. This argument is based on the Tallmans’ belief that the line will go “directly to an end user.” To the contrary, as described in the application, the transmission line will connect a switchyard to a substation and will not be directly connected to any single customer.

The Tallmans’ comments raise concerns similar to those raised by Mr. Frederickson and the Huxolls relating to associated transmission lines and compatibility issues. For the same reasons stated above, those concerns are not related to the approval criteria applicable to UEC’s application.

The Tallmans’ comments raise concerns about impacts in the City of Boardman. UEC has been in close communication with the City to ensure its application is consistent with the City’s land use regulations. Because those regulations are not relevant to the County’s consideration of the portion of the transmission line in the EFU zone, UEC will not be responding to each of those concerns as part of this proceeding, with one exception. The Tallmans mention that the City of Boardman has an undergrounding requirement for new utilities. That is true, except the requirement does not apply to lines that are at transmission-level voltage that are not traditionally placed underground. UEC has confirmed with the City that this requirement will therefore not apply to the proposed transmission line.

Finally, separate from land use issues, the Tallmans’ comments reference the Oregon Public Utility Commission (“PUC”) proceeding UEC is currently engaged in. It is important to recognize the distinction between that process and the County’s land use process. The County, as the land use regulator, will determine if it is necessary for the transmission line to be within the EFU zone. The County must determine that it is, because there is no route, much less a feasible route, that would allow UEC to connect a line from the 730 Switchyard to the rest of its

system, as that site is completely surrounded by EFU parcels. The PUC, for its part, will consider if the transmission line is necessary from a technical standpoint, and the PUC will not independently decide whether the line meets the County's land use requirements. Contrary to the statement made by the Tallmans, the PUC will hold multiple hearings during which landowners along the route can provide input into the PUC's proceedings.

The final comment the County received was from Jim Doherty. Mr. Doherty's email primarily requests clarification regarding the City's variance process relating to undergrounding utilities. As noted above, UEC has been working with the City to ensure the transmission line is compatible with the City's regulations, and the undergrounding requirements are not applicable to the transmission line. Mr. Doherty also expresses concern whether UEC has chosen the right route for the transmission line. UEC has been working diligently to find the best route that is the most compatible with landowner needs and the needs of its member customers. The alternatives analysis UEC performed to determine the route for the transmission line is explained in great detail in the UEC's application to the PUC. Those materials are publicly available on the PUC's website at the following address:

<https://apps.puc.state.or.us/edockets/edocs.asp?FileType=HTB&FileName=pcn4htb123331.pdf&DocketID=22349&numSequence=3>

Included with this letter is a portion of those materials – specifically, we are providing the testimony of UEC's engineering consultant that describes the need for the transmission line and the alternatives analysis performed to determine the route of the line.

At the end of the day, the route chosen by UEC strikes the best balance. The specific question before the County in this land use application is not whether there are other routes available to UEC, but whether the proposed route meets the approval criteria. UEC will continue to work with landowners to make sure it sites facilities in a manner that serves the greatest public good with the least private detriment.

Based on the foregoing, most of the comments the County received do not identify approval criteria that have not been satisfied. Further, for the few land use criteria that are identified, UEC has demonstrated that those criteria are not applicable to this land use application. The County should therefore proceed with approval of the transmission line as set forth in its original notice.

Sincerely,



Tommy A. Brooks

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MORROW

State ex rel. UMATILLA ELECTRIC
COOPERATIVE ASSOCIATION,

Relator,

v.

MORROW COUNTY BOARD OF
COUNTY COMMISSIONERS,

Defendant,

and

GARY AND CASEY FREDERICKSON,

Intervenors.

Case No. 20CV32310

GENERAL JUDGMENT

Assigned Judge: Hon. Daniel J. Hill

This matter came before the Court on February 17, 2021 on the parties' pending motions. Pursuant to the Court's March 26, 2021 Order on Relator Umatilla Electric Cooperative Association's ("UEC") Demurrer, Motion for Peremptory Mandamus, and Motion for Summary Judgment, and Intervenors, Gary and Casey Frederickson's Motion to Dismiss and Motion to Strike, and the findings of fact and conclusions of law made by the Court and signed by Circuit Court Judge Daniel J. Hill on March 26, 2021 ("Order"), the Court makes the following findings of fact and conclusions of law:

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FINDINGS OF FACT

On March 11, 2020, Umatilla Electric Cooperative requested a land use permit from Morrow County for the construction and operation of a double circuit 230 kV transmission line on single-poles ranging from 90 feet to 130 feet in height (Morrow County Application No. LUD-N-25-20, “Application”). The project alignment (“Proposed Line”) runs generally from the northeast of the intersection of Highway 730 and Interstate 84 from a planned electrical switch station (“730 Switchyard”), westerly to a planned electrical substation located just west of Olson Road and south of Interstate 84.

The County Planning Director issued a decision on the Application on July 24, 2020, approving the Application subject to certain conditions of approval that in the Planning Director’s judgment would ensure substantive compliance with the County’s comprehensive plan and land use regulations (“Director’s Decision”). This was not a final action, but rather a preliminary decision for purposes of ORS 215.427(1). That decision was appealed to the Planning Commission on or around August 4, 2020.

The 150-day deadline set forth in ORS 215.427, which fell on August 20, 2020, passed without the County taking a final action on the Application.

On September 4, 2020, the Morrow County Planning Commission affirmed the Director’s Decision and approved the Application subject to certain conditions of approval, which, in the Planning Commission’s judgment would ensure substantive compliance with the County’s comprehensive plan and land use regulations (the “Planning Commission Decision”). This was not a final action, but rather a preliminary decision for purposes of ORS 215.427(1). The Planning Commission Decision was appealed by third parties to the Morrow Board of County Commissioners on or about September 14, 2020.

ORS 215.429 provides that, where a county fails to take final action within the requisite time period, an applicant may apply in the circuit court for a writ of mandamus to compel the governing body to approve the permit application. The County failed to issue a final decision on

the Application within the 150-day statutory timeline in violation of ORS 215.427(1). On September 23, 2020, the Relator filed the petition for writ of mandamus to compel Morrow County to approve an application for a land use permit submitted by UEC on March 11, 2020, for which the County failed to take final action within 150 days.

This court issued an Alternative Writ on October 2, 2020. Intervenors moved to intervene on October 6, 2020, which intervention was approved by the court October 13, 2020. The County filed a Return/Response to the Alternative Writ on October 19, 2020. The Return/Response, by its lack of response to the allegations in the petition, admitted the petition allegations. The County stated that based upon the writ of mandamus being filed with the circuit court, under ORS 215.429(2) (governing body loses jurisdiction to make land use decision once writ of mandamus is filed) they would be unable to issue a permit without order from the court. The County's timeline of events regarding its processing of the Application, as set forth in the County's Return/Response, is accepted as unrefuted from the pleadings of the County Defendant and the Intervenors.

Intervenors filed an Answer to the Writ (and the petition incorporated by the Writ) on October 19, 2020. That Answer admitted, or did not refute, most of the allegations in the petition, leaving open whether mandamus is required under ORS 215.429 (Relator Paragraph 20 and 21), admitting or not refuting paragraphs 1-8, 9 (not refuted), 10-19, and 22-23, denying the remainder of the allegations. The Intervenors' Answer failed to "show cause" with factual allegations and supporting records. The Intervenors subsequently filed a motion to dismiss, which as detailed in the Order, this Court denied as improperly filed and, alternatively, on the merits.

The Court further makes the following issue-specific findings of fact:

1. Regarding Intervenors' argument that UEC "waived" its right to petition this Court for mandamus relief, the Court finds that Intervenor has not demonstrated that there was an intentional relinquishment or abandonment of a known right to the mandamus hearing from UEC's participating in the Morrow County hearing, nor have Intervenors shown any genuine issue of material fact to exist whether there is an implied waiver. UEC

- waited until September 23, 2020 to file for mandamus, more than 14 days after the Planning Commission's Decision, dated September 4, 2020. Intervenor's "waiver" argument has no legal basis and is refuted by ORS 215.427(4) and *State ex rel Willamette Community Health Solutions v. Lane County*, 274 Or App 545, (2015).
2. Regarding Intervenor's argument that the Court must find the Proposed Line "necessary" under the six factors of ORS 215.275(2)(a)-(f), the Court finds that the 730 Switchyard is completely surrounded by EFU zoned land. Intervenor has not presented any evidence by declaration or affidavit that there is an alternative route that would utilize only non-EFU zoned land. There is no genuine issue of material fact on that key point—the Proposed Line must cross EFU zoned land. As used in ORS 215.283 and refined by ORS 215.275, the "necessity" of a utility facility refers to the necessity to be in the EFU zone. See *Brentmar v. Jackson Co.*, 321 Or 481, 496 (1995) (the uses allowed under ORS 215.283(1) are permitted outright and are only subject to statutory standards); and *WKN Chopin LLC v. Umatilla County*, 66 OR LUBA 1 (2012) ("*WKN Chopin*") (once the determination is made that the facility must be sited in the EFU, the applicant does not have to consider alternative locations that are also within an EFU zone).
 3. Regarding Intervenor's argument that the Court should treat the Proposed Line as a "Utility Facility" with "associated transmission line," the Court finds that UEC has adduced facts that the Proposed Line will be connected to the proposed 730 Switchyard and extend to the planned Olson Road Substation. Neither is an "energy facility" or "BPA's transmission grid." Intervenor has not presented any evidence by declaration or affidavit that the Proposed Line will connect to an "energy facility" or "BPA's transmission grid." There is no genuine issue of material fact as to UEC's supported assertion that the Proposed Line is not an "associated transmission line."
 4. Regarding "outright use" under ORS 215.275, the Intervenor had the burden to show cause by creating a genuine issue of material fact with admissible evidence why the

approval by Morrow County would violate a substantive provision of the county comprehensive plan or land use regulations. There is no evidence presented that the factors in ORS 215.275(2) have not been satisfied. There is, to the contrary, UEC evidence that the reasonable alternatives were considered and that the utility line must be sited in part on Exclusive Farm Use ground, which I see under ORS 215.275(2)(b) and (c).

CONCLUSIONS OF LAW

1. The Intervenors were required in their Answer to “show cause” why the mandamus should not issue pursuant to ORS 34.170.
 - a. The Intervenors must show cause as would a defendant County. *State ex rel. Kine v. Deschutes Cnty., Corp.*, 307 Or App 290 (Or. App. 2020) fn 1.
 - b. Intervenors have not “shown cause” with admissible evidence as required and thus the Answer is deficient. Relator has moved the court for an order issuing peremptory mandamus under ORS 34.180 and finding that Intervenors have failed to show cause in their “Answer, Affirmative Defenses and Counterclaim” as required under ORS 34.170.
 - c. The Answer failed to “show cause” with factual allegations and supporting records. Mandamus is supposed to be processed more quickly and, while the law allows a Motion for Summary Judgment, the Answer was the time for the Intervenors to show cause and provide a genuine issue of material fact.
 - d. Intervenors failed to show cause in the Answer by providing factual allegations and supporting records to present a genuine issue of material fact, which was their burden.
 - e. The Court finds for Relator on this ground for these reasons and the not inconsistent reasons set forth by the Relator in Relator’s Demurrer and Motion for Peremptory Mandamus.

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f. As a result, Relator prevails at this level in the proceedings and the peremptory Writ shall issue.

g. The court addresses Attorney fees below.

2. A motion for summary judgment is an allowed pleading in Mandamus.

a. Summary Judgment is available in Land-Use Mandamus. *State ex rel O'Connor v. Helm*, 273 Or App 717 (Or. App. 2015). Given the state of case law providing for the use of the Motion for Summary Judgment, I conclude that the Motion for Summary Judgment is a procedural pleading under ORCP allowed to address the pleadings otherwise defined as allowed in mandamus under statute.

b. That said, while allowed as a procedural pleading the concept of mandamus, the necessity to show cause in the Answer should short cut the need for the processes in the Motion for Summary Judgment as I see the two actions are comparative in pleading need – for Defendant or Intervenors to show cause and create a genuine issue of material fact.

3. In a Motion for Summary Judgment pursuant to ORS 215.429(5), where the Intervenors carry the burden of proof and are the non-moving party, Intervenors have the burden of offering admissible evidence to create a genuine issue of material facts for issues on which they have the burden of persuasion at trial.

a. The Intervenors must provide admissible evidence that creates a genuine issue of material fact on an issue which they would have the burden of persuasion on at trial. This was, as stated earlier, needed in the Answer to show cause.

b. The Intervenors have failed to show that the Court ordering approval of the Application by Morrow County would violate a substantive provision of the county comprehensive plan or land use regulations.

c. Intervenors have failed to show cause with admissible evidence to create a genuine issue of material fact.

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d. The Motion for Summary Judgment is granted, in the alternative to the judgment granted by '1' above regarding Intervenor's failing to show cause in the Answer, for these reasons and the not inconsistent reasons set forth by Relator.

4. Relator is entitled to their reasonable attorney fees. In the alternatives that Intervenor's had, my assessment of the legal posture of the Intervenor's is not that the action was merely a strategic-but-allowed-decision, but instead failed to show cause where needed in the Answer and the Response to the Motion for Summary Judgment, thus being without substance but long on speculation and inuendo. Intervenor's had two bites at the apple to provide a genuine issue of material fact – and “show cause” with the Answer and then the Motion for Summary Judgment. In both they failed.

NOW, THEREFORE, based on the above findings of fact and conclusion of law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. UEC's Demurrer and Motion for Preemptory Mandamus pursuant to ORS 34.180 is granted. The Intervenor's' “Answer, Affirmative Defenses and Counterclaim” needed to show cause pursuant to ORS 34.170 with factual allegations and supporting records but failed to do so. Consistent with this judgment, a preemptory Writ in the form attached shall issue.

2. UEC's Motion for Summary Judgment pursuant to ORCP 47 and ORS 215.429(5) is granted. The Intervenor's carry the burden of proof in this mandamus proceeding and, as the non-moving party, had the burden of offering admissible evidence to create a genuine issue of material fact. Intervenor's have failed to show cause with admissible evidence to create a genuine issue of material fact on whether approval of UEC's Permit Application by Morrow County would violate a substantive provision of the County's comprehensive plan or land use regulations. This basis for judgment is an alternative basis to that provided in paragraph 1 above and is a judgment on the merits. Consistent with this judgment, a preemptory Writ in the form attached shall issue.

3. Relator UEC is entitled to their reasonable attorney fees from Intervenors, the amount of which will be determined in a supplemental judgment consistent with ORCP 68(C)(5)(b)(i).

Signed: 4/19/2021 02:04 PM



Daniel J. Hill, Circuit Court Judge

Submitted by:

CABLE HUSTON LLP

Casey M. Nokes, OSB No. 076641
cnokes@cablehuston.com
Tommy A. Brooks, OSB No. 076071
tbrooks@cablehuston.com
1455 SW Broadway, Suite 1500
Portland, OR 97201-3412

*Attorneys for Relator Umatilla Electric
Cooperative Association*

CERTIFICATE OF READINESS UNDER UTCR 5.100

This proposed judgment is ready for judicial signature because:

1. Each party affected by this judgment has stipulated to the judgment, as shown by each party's signature on the document being submitted.
2. Each party affected by this judgment has approved the judgment, as shown by each party's signatures on the document being submitted or by written confirmation of approval sent to me.
3. I have served a copy of this judgment on each party entitled to service, and
 - a. No objection has been served on me.
 - b. I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
 - c. After conferring about objections, the opposing party agreed to independently file any remaining objections with the court.
4. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
5. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistant Section as required by subsection (5) of this rule.
6. Other:

DATED: April 14, 2021.

CABLE HUSTON LLP

By: s/ Casey M. Nokes

Casey M. Nokes, OSB No. 076641
cnokes@cablehuston.com
1455 SW Broadway, Suite 1500
Portland, OR 97201-3412

*Attorneys for Relator Umatilla Electric
Cooperative Association*

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **[PROPOSED] GENERAL JUDGMENT**

on:

Nick R. Blanc
The Blanc Firm, LLC.
39 SE Court Avenue
Pendleton, OR 97801
nblanc@blancfirm.com
Telephone: (541) 215-4810

Justin W. Nelson
Morrow County Counsel
PO Box 664
Heppner, OR 97836
jnelson@co.morrow.or.us
Telephone: (541) 676-5626

*Attorneys for Intervenors
Gary and Casey Frederickson*

Attorney for Defendant Morrow County

by the following indicated method or methods:

- by **MAILING** a full, true and correct copy thereof in a sealed, postage-paid envelope, addressed as shown above, and deposited with the U.S. Postal Service at Portland, Oregon, on the date set forth below.
- by notice of **ELECTRONIC FILING** by using the Odyssey File & Serve at the party's email address as recorded on the date of service in the eFiling system (UTCR 21.100(4)), if applicable.
- by causing a full, true and correct copy thereof by **ELECTRONIC MEANS** to the party, at the party's last known email address listed above on the date set forth below.
- by causing a full, true and correct copy thereof to be **HAND-DELIVERED** to the party, at the address listed above on the date set forth below.

DATED: April 14, 2021.

CABLE HUSTON LLP

s/ Casey M. Nokes
Casey M. Nokes, OSB No. 076641
cnokes@cablehuston.com

*Attorneys for Relator Umatilla Electric
Cooperative Association*

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MORROW

State ex rel. UMATILLA ELECTRIC
COOPERATIVE ASSOCIATION,

Relator,

v.

MORROW COUNTY BOARD OF
COUNTY COMMISSIONERS,

Defendant,

and

GARY AND CASEY FREDERICKSON,

Intervenors.

Case No. 20CV32310

PEREMPTORY WRIT OF MANDAMUS

TO: Morrow County Board of Commissioners or Designee

Consistent with this Court's March 26, 2021 Order and the subsequent General Judgment
in the above captioned case,

The Court orders you to do each of the following:

1. Immediately perform the ministerial acts or duties sufficient to issue a final permit on the March 11, 2020, Umatilla Electric Cooperative request for a land use permit for the construction and operation of a double circuit 230 kV transmission line on single-poles ranging from 90 feet to 130 feet in height (Morrow County Application No. LUD-N-25-20, "Application").

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- 2. The form of final permit should be that issued on July 24, 2020, by the Morrow County Planning Director, which, in the Planning Director’s judgment would ensure substantive compliance with the County’s comprehensive plan and land use regulations. The final permit may be approved by Morrow County Planning Director or another Morrow County designee. That decision is attached hereto.
- 3. File a return with this court certifying the performance of the required act.

WITNESS THE HONORABLE Daniel J. Hill, judge of the Circuit Court of the State of Oregon for Morrow County on April 22, 2021.

Morrow County Circuit Court, Trial Administrator

By: 

Signed: 4/22/2021 01:09 PM

Deputy Court Clerk
Danielle McDowell, Court Clerk

RETURN OF SERVICE

I certify that I executed this writ by serving the defendant/respondent named above.

Date of Service

Printed Name

Signature



PLANNING DEPARTMENT

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

July 21, 2020

Umatilla Electric Cooperative
c/o Robert Echenrode
PO Box 1148
Hermiston, Oregon 97838

Dear Mr. Echenrode:

A Land Use Decision, LUD-N-26-20, has been made on property described as Tax Lot 3400 of Assessor's Map 4N 25 10; Tax Lots 500 and 600 of Assessor's Map 4N 25 11; Tax Lot 101 of Assessor's Map 4N 25 13; Tax Lot 201 of Assessor's Map 4N 26 07. The request, further outlined in the attached Final Findings of Fact and Applicant Narrative, is to allow construction and operation of a double circuit 230 kV transmission line on single-poles ranging from ~90' to ~130' in height on lands zoned Exclusive Farm Use. The request has been authorized by the Planning Director as Land Use Decision LUD-N-26-20, effective July 21, 2020. This decision is APPROVED subject to the following Conditions of Approval:

DECISION OF THE PLANNING DIRECTOR: The Planning Director approves Land Use Decision LUD-N-26-20 subject to the following CONDITIONS OF APPROVAL:

- The applicant is responsible for restoration of adjacent agricultural lands that could be disturbed.
- Provide to the Planning Department both a pre- and post-construction design to include the final route and tower placement locations.

If you do not agree with this decision you can appeal it to the Morrow County Planning Commission within 15 days of the decision, or by 5:00 p.m. on Wednesday, August 5, 2020. Appeal application forms are available through the Planning Department and may be submitted with the required \$250 fee by 5:00 p.m. on August 5, 2020. Should you have any questions please feel free to call us at 541-922-4624 or by email at scase@co.morrow.or.us.

Cordially,

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

Stephanie Case
Interim Planning Director

enc: Final Findings of Fact (with attachments)

cc: Sage Hollow Ranch, LLC, landowner
Stiffler, LLC, landowner
Mike Gorman, Morrow County Assessor (via email)
Joshua Lankford and Wendy Neal, Umatilla Electric Cooperative (via email)
Tommy A. Brooks, Cable Huston (via email)
Karen Pettigrew and Barry Beyeler, City of Boardman (via email)
Gary Frederickson (via email)
Nick R. Blanc, The Blanc Firm LLC (via email)
Casey Huxoll (via email)
Terry Tallman (via email)
Jonathan Tallman (via email)
Jim Doherty (via email)
J. Fletcher Hobbs (via email)
Wes and Mary Killion (via email)
Morrow County Board of Commissioners (via email)

**FINAL FINDINGS OF FACT
LAND USE DECISION
Application No. LUD-N-26-20**

REQUEST: To allow construction and operation of a double circuit 230 kV transmission line on single-poles ranging from ~90' to ~130' in height on lands zoned Exclusive Farm Use.

APPLICANT: Umatilla Electric Cooperative
750 W Elm Avenue
Hermiston, OR 97838

OWNERS: Umatilla Electric Cooperative
PO Box 1148
Hermiston, OR 97838

Sage Hollow Ranch, LLC
3620 Independence Rd.
Sunnyside, WA 98944

Stiffler, LLC
33896 E. Walls Rd.
Hermiston, OR 97838

PROPERTY DESCRIPTION: Tax Lot 3400 of Assessor's Map 4N 25 10; Tax Lots 500 and 600 of Assessor's Map 4N 25 11; Tax Lot 101 of Assessor's Map 4N 25 13; Tax Lot 201 of Assessor's Map 4N 26 07

PROJECT LOCATION: Project alignment runs generally from the northeast of the intersection of Highway 730 and Interstate 84 from a planned electrical switch station, westerly to a planned electrical substation located just west of Olson Road and south of Interstate 84.

FINDINGS OF FACT:

- I. **BACKGROUND INFORMATION:** Zoning of the area subject to this Land Use Decision is Exclusive Farm Use (EFU) with a 160-acre minimum lot size. This approval will facilitate transmission ensuring adequate service to the area as electrical load growth continues in the northern portion of Morrow County. This application applies only to the portion of the transmission line located within unincorporated areas of Morrow County. The Applicant will need to coordinate with the City of Boardman for those portions of the project located within City Limits. The City of Boardman was provided notice of this action as well as a copy of these findings.

- II. **APPROVAL CRITERIA:** The applicant has filed under the Morrow County Zoning Ordinance, ARTICLE 3, USE ZONES, Section 3.010 Exclusive Farm Use Zone. Section 3.010 includes REQUIREMENTS FOR APPROVAL which are listed below in **bold type**, followed by a response in standard type:

B. Uses Permitted Outright. In the EFU zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

24. Utility facilities necessary for public service, including associated transmission lines as defined in Article 1 and wetland waste treatment systems, but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height as provided in Subsection D.10.

The proposed 230kV transmission line is a utility facility that is designed to serve industrial activities in this area of Morrow and Umatilla Counties. Planning staff have determined that the proposed use meets the definition of a Utility Facility Necessary for Public Service and can be allowed if the standards found in subsection D10 can be met.

D. Use Standards

10. A utility facility that is necessary for public service.

a. A utility facility is necessary for public service if the facility must be sited in the exclusive farm use zone in order to provide the service.

The proposed transmission line will be providing service to this area of Morrow and Umatilla Counties. The route presented is the most efficient route from the source to the demand available. Impacts to the agricultural operations are limited as the line is proposed to travel along already existing transmission corridors and farm roads. The proposed transmission line meets this criterion.

(1) To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:

- (a) Technical and engineering feasibility;**
- (b) The proposed facility is locationally-dependent. A utility facility is locationally-dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;**
- (c) Lack of available urban and nonresource lands;**
- (d) Availability of existing rights of way;**
- (e) Public health and safety; and**
- (f) Other requirements of state and federal agencies.**

The proposed alignment of the Utility Facility Necessary for Public Service is locationally-dependent as there is no other route to connect the two end points except to cross lands zoned EFU. The route chosen by the applicant was designed in consultation with landowners along the route to minimize impacts to agricultural operations. This proposed route also takes in consideration the design limitations for crossing the Bonneville Power Administration (BPA) corridor. Planning staff would find these criteria met.

(2) Costs associated with any of the factors listed in Subsection (1) may be considered, but cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.

Cost has not been the lone factor in identifying the location for the proposed transmission line. The proposed location limits impact to agricultural operations and was a consensus of the landowners in this particular segment within the County's jurisdiction. Planning staff would find this criterion met.

(3) The owner of a utility facility approved under Subsection a shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.

The applicant has indicated that contractors doing work for the cooperative are required to be insured and bonded for the full value of their respective contracts. It is listed as a Condition of Approval that the applicant is responsible for restoration of adjacent agricultural lands that could be disturbed.

(4) The county shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.

The applicant has outlined in the application current design work that limits impacts during both construction, operation and maintenance. Planning staff do list as a Condition of Approval that the applicant provide to the Planning Department both pre- and post-construction design to include the final route and tower placement locations.

(5) Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under the EFU Zone or other statute or rule when project construction is complete. Off-site facilities allowed under this Subsection are subject to Article 6. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.

This criterion is not applicable as there are no housing facilities proposed.

(6) In addition to the provisions of Subsection D.10.a(1) through (4), the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) shall be subject to the provisions of 660-011-0060.

This criterion is not applicable as no sewer system facilities or extensions will be required.

(7) The provisions of Subsection a do not apply to interstate natural gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.


This criterion is not applicable as this utility is not a natural gas pipeline.

b. An associated transmission line is necessary for public service upon demonstration that the associated transmission line meets either the following requirements of Subsection (1) or Subsection (2) of this Subsection.

Planning staff have deemed this criterion not applicable as this installation does not qualify as an "associated transmission line" as defined in the Morrow County Zoning Ordinance as it is not associated with an energy generation facility.

III. DECISION OF THE PLANNING DIRECTOR: The Planning Director approves Land Use Decision LUD-N-26-20 subject to the following CONDITIONS OF APPROVAL:

- 1. The applicant is responsible for restoration of adjacent agricultural lands that could be disturbed.
- 2. Provide to the Planning Department both a pre- and post-construction design to include the final route and tower placement locations.



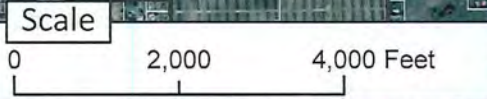
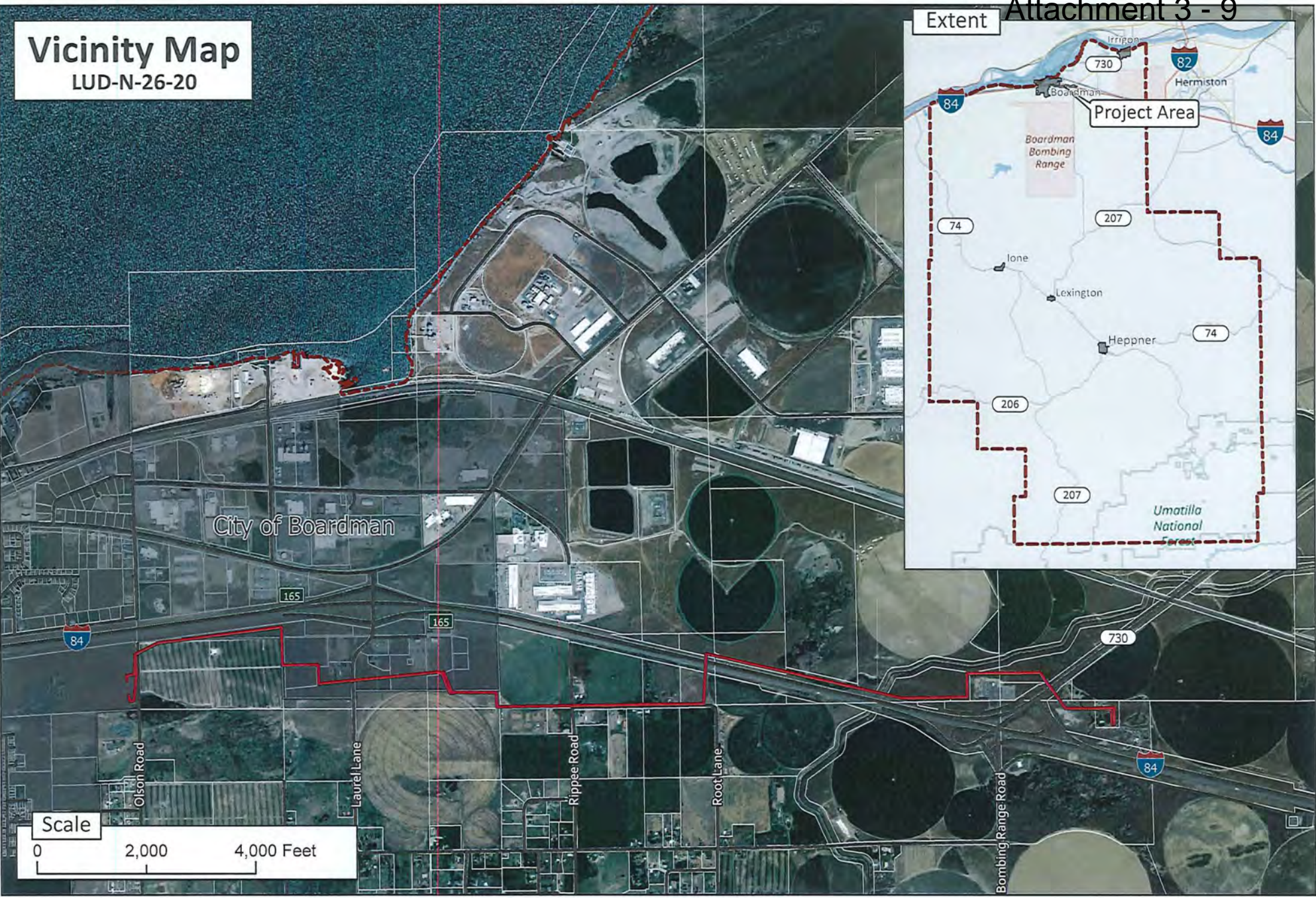
 Stephanie Case
 Interim Planning Director

7/21/2020
 Date

- Attachments:
- Vicinity Map
 - Applicant Narrative
 - Public Comments Received
 - Applicant's Response to Comments

Vicinity Map

LUD-N-26-20



Umatilla Electric Cooperative
230 kV Transmission Line
 Multiple Tax Lots

Legend

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

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

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

Folder: S:\Planning\Land Use Decisions\2020\Hurb\GIS\LUD-N-26-20 UEC 230kV(GIS)

Umatilla Electric Cooperative

Olson Rd 230 kV Planned Transmission Line

Morrow County Land Use Request

Umatilla Electric Cooperative
Olson Rd 230 kV Planned Transmission Line
Land Use Application
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 - f. Exhibit D - Landowner Consent Documentation
4. Application Fee (submitted separately)

Submitted by Umatilla Electric Cooperative. Direct questions/comments to:

Wendy Neal
wendy.neal@umatillaelectric.com
(541) 289-1522

Gopala Borchelt
gborchelt@tothassociates.com
(417) 888-0645

Application Form



LAND USE APPLICATION

PAID
03/11/2020 JSM

FILE NUMBER LD-N-24-20

Fee \$200
Date Received 03-11-2020
Date Deemed Complete 23MAR20

Type of Application (check one):

- Non-Farm Use
- Temporary Use
- Dwelling Authorization
- Agri-tourism
- Event(s)
- Other **Utility Facility Necessary for Public Service**

Applicant:

Name(s) Umatilla Electric Cooperative
Address 750 W Elm P.O. Box 1148
Hermiston, OR 97838
Phone 541-289-1522 E-mail address wendy.neal@umatillaelectric.com
417-888-0645 gborchelt@tothassociates.com

Legal Owner (if different from the applicant):

Name(s) See parcels list in Table B accompanying this application.
Address _____

Legal and Physical Description:

Township 4N Range 25E, 26E Section 11,12, 07 Tax Lot(s) 500, 600, 400, 201
Physical Address See Table B and Exhibit D: Landowner Consent Documentation.
General Location Project alignment runs generally from the northeast of the intersection of Hwy 730 and I-84 from a planned electrical switch station, westerly to a planned electrical substation location just west of Olson Road and south of I-84.

PROPOSAL (Identify what you are proposing):

A double circuit, 230 kV transmission line on single-pole structures ranging from approximately 90 ft to 130 ft tall.

APPROVAL CRITERIA:

Zoning Designation EFU Acreage See attached Table A
List the applicable Article, Section(s), and Subsection(s): Article 2, Sections 3.010 Subsection D.10

A Planner can assist you in identifying the review criteria that apply to your request. The review criteria are used to determine whether your application will be approved or denied. It is your responsibility to provide adequate written justification and any other evidence you feel is relevant to explain how your request complies with the review criteria. Failure to provide adequate justification may result in your application being denied, or deemed incomplete until additional information is provided. For additional space on any questions, please attach a separate sheet of paper.

PHYSICAL FEATURES (Describe the site):

Vegetation on the property: Property has some cultivated agricultural land use and some irrigated areas.

Topography of the property (i.e. rocky, hilly, forested): Gently rolling hills, 2 to 12 percent slopes.

Any significant features of the property (i.e. steep slopes, water bodies, etc.): No

Soil type(s): Quincy loamy fine sand.

Is the land or any portion of it subject to flooding? Minimal, if any. None expected to affect project.

Most current use of the property: Cultivated agricultural land use.

Has the location been utilized as an integral part of the farming operation on the property? No

Does the location have water rights for irrigation? Proposed utility does not affect water rights or use.

What are the predominant farming types in the area? Center pivot irrigation, row crops.

Is the property currently under special assessment by the County Assessor's Office? EFU

EXISTING IMPROVEMENTS:

What structures or development does the property contain? Will any structure be removed or demolished? No buildings within proposed use area (easement area). No structures will be removed.

DESCRIBE THE ACCESS TO THE PROPERTY (check one):

State Highway County Road Public Road USFS Private Easement

Road Name: Hwy 730, Root Lane, Olson Rd, private farm roads.

Improvement type and condition of road: Paved and unpaved 2 lane roads.

Will any new access be required? No

EXISTING SERVICES:

Fire protection district or method: Not applicable.

Solid waste disposal method: Not applicable.

Utilities and other public services provided: Not applicable.

Please include a map or plot plan with the following information:

Existing and proposed water supply; Not applicable.

Existing and proposed sewage disposal method; Not applicable.

Location of existing and proposed structures; and Not applicable.

Existing and proposed roads and accesses. Existing roads shown on Exhibit A.

With the map please provide a description of:

How the proposal will be compatible with surrounding land uses: Proposed alignment has been developed in collaboration with landowners to mitigate any impact to existing farm use.

How the proposal will protect and preserve existing natural resources such as trees, vegetation, water resources and wildlife habitat: No impacts are expected to water and vegetative resources.

Design will adhere to the applicant's Avian Protection Plan which conforms to APLIC guidelines.

Whether you believe diking, screening or other landscaping will be required to protect nearby properties and habitats: Silt fence or other methods may be used when building across canal or ditch if deemed necessary.

The applicant is responsible for providing all of the information to show compliance with the standards for approval. If you are unsure of the standards required by the code, the Planning Department will work with you to identify them. It is the applicant's duty to prove the proposal meets all of the given code requirements. Your plot plan and narrative should show or answer the above questions as well as address specific issues about your particular application.

Through applying for this application I authorize the Morrow County Planning Director or designee to enter upon the property subject of the application to conduct a site visit necessary for processing the requested application. Morrow County shall contact the Land Owner prior to the site visit to arrange an appropriate time for the site visit.

Signatures:

I(we), the undersigned, acknowledge that I am familiar with the standards and limitations set forth by the Morrow County Zoning Ordinance and that additional information and materials may be required, as provided by the Zoning Ordinance and Comprehensive Plan. I propose to meet all standards set forth by the County's Zoning Ordinance and any applicable State and Federal regulations. I(we) certify that the statements and information provided with this application are true and correct to the best of my(our) knowledge.

Signed:  (Applicant) Wendy Neal, Land Use Specialist (Applicant)

See attached Exhibit D: Landowner Consent Documentation
 (Legal Owner) (Legal Owner)

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

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

Land Use Request

Project Narrative

Umatilla Electric Cooperative

Olson Rd 230 kV Proposed Transmission Line

Project Narrative

APPLICANT: Umatilla Electric Cooperative
750 W Elm P. O. Box 1148
Hermiston, OR 97838

OWNERS: Umatilla Electric Cooperative (UEC) is proposing to construct the Olson Road 230 kV Transmission Line (Proposed Line) in Morrow County near Boardman, OR. The Proposed Line crosses several parcels which fall in Morrow County and the City of Boardman jurisdictions. Each parcel is identified with its respective landowner, and Exclusive Farm Use (EFU) zoned parcels subject to the application (See Tables A and B). These landowners have given consent for a Land Use Decision application to be submitted to the County either by signing a Land Use Consent Form, or through grant of an Easement or Easement Option to UEC. Written consent documentation is provided (See Exhibit D).

PROPOSAL: The Proposed Line is needed to reliably accommodate electrical growth in the Boardman area. The Proposed Line will be integrated into UEC's electric system grid as a new electrical source into the area. UEC's electrical load in the Boardman area has grown from 62 MW in 2009 to 260 MW in 2019, with forecasted growth to be above 535 MW by the end of 2029. This growth is the main reason behind the need for the new transmission line into the area. See attached Exhibits A and B showing the Proposed Line that is the subject of this Application and that will be needed to continue providing adequate service to the area as electrical load growth continues.

The Proposed Line will extend from the planned Hwy 730 Switchyard, to the planned Olson Rd Substation, approximately 4.3 miles (See Exhibit B). Proposed Line construction will consist of a double circuit 230 kV transmission configuration on single steel pole structures with typical heights between 90 and 130 feet (See Exhibit C). In order to minimize impacts related to construction activities tied to the line, as well as minimize potential impacts of the line regarding existing land use and future area development, several criteria were utilized in development of the line route. These criteria include route selection that is adjacent to roadways, on the edge of property boundaries, and near existing electric transmission corridors where reasonably feasible. The need for the Proposed Line to cross EFU parcels is due in large part to restrictive BPA crossing locations for reasons of safety, and the spanning requirements related to crossing Hwy 730. See 3.010.D.10(1)(b) for additional information.

Several alternate routes for this transmission line have been explored and the Proposed Line is considered the preferred alternative. Minimization of land use impacts, input from landowners and design feasibility were primary factors in determining the preferred route. Considering that the anticipated demand for electrical power is in the Boardman area, as stated above, a more southerly route alternative for the Proposed Line is less desirable because it would have to be considerably longer to reach the

needed service area and would also require crossing more EFU land. No workable alternate route exists directly north of and adjacent to I-84 (Columbia River Hwy) due to there being no feasible crossing of the BPA transmission lines on the north side of and adjacent to I-84. An alternate route running parallel and just south of the existing BPA transmission lines would have to be longer than the Proposed Line in order to reach a feasible location to cross the BPA lines. The BPA transmission lines in this area consist of three separate lines with three separate sets of tower structures which are staggered. The staggered nature of the towers limits possible crossing locations due to needed clearances and structure requirements. An alternate route running south of and adjacent to BPA's lines would also impact irrigated croplands, wetlands and residential areas. An alternate route running just south of I-84 in the Laurel Lane Rd interchange would cause new impacts to commercial properties in this area. With the Proposed Line, total impacts are lower by the line running parallel to the existing BPA transmission lines where possible.

REQUEST: UEC requests a determination that the Proposed Line is a Use Permitted Outright as a *Utility Facility Necessary for Public Service* pursuant to the Morrow County Zoning Ordinance governing Exclusive Farm Use (EFU) stated in Section 3.010, Subsection B.25.

LOCATION: The Proposed Line location is identified in the attached Exhibits A and B.

ZONING: This application for a Land Use Decision only applies to areas zoned EFU, which are shown in Table B.

The Proposed Line traverses through other zones and jurisdictions where the use does not require separate land use approval, including Morrow County and the City of Boardman. The Proposed Line lies in county zoned areas, General Industrial (MG), Farm Residential (FR2), and Port Industrial (PI). It also lies in two Commercial Districts of the City of Boardman, which include the Service Center Sub District (SC) and General Industrial (GI). Refer to Table A for a list of all parcels designated by jurisdiction.

COMPLIANCE: The Proposed Line is permitted outright in the County EFU zone, subject to Use Standards provided in section 3.010 Subsections B.25 and D.10. The following includes narrative from the applicable Morrow County Zoning Ordinance (Zoning Ordinance) Sections (**in bold**) with compliance justification and responses following each subsection.

EFU – 3.010.B. Uses Permitted Outright. In the EFU zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

3.010.B.25. Utility facilities necessary for public service, including associated transmission lines as defined in Article 1 and wetland waste treatment systems, but not including commercial facilities for the purpose of generating

electrical power for public use by sale or transmission towers over 200 feet in height as provided in Subsection D.10.

Article 1 of the Zoning Ordinance defines “utility facility” in part as a “major structure owned or operated by a public, private, or cooperative electric, fuel, communication, sewage, or water company for the generation, transmission, distribution, or processing of its products or for the disposal of cooling water, waste, or byproducts, and including power transmission lines....” The Proposed Line does not include towers of 200 feet in height. The Proposed Line is therefore a power transmission line and qualifies as a Utility Facility under the County’s definition.

A Utility Facility is “necessary” under this provision of the Zoning Ordinance, which implements ORS 215.275, if it is necessary to be in the farm zone. The Use Standards addressed below also determine when a Utility Facility is necessary.

The following parcels are in this zone: 500, 600, 400, and 201. The eastern most portion of the Proposed Line is the Hwy 730 Switchyard. That parcel where the switchyard is, and the parent parcel it was created from, is completely surrounded by EFU parcels. The line cannot avoid crossing all EFU parcels in that area, largely because of the constraints that exist at the intersection of Highway 730 and Interstate 84. Even if such a crossing were feasible, once the line got to the west side of Highway 730, there would be more EFU parcels adjacent to that area that would still have to be crossed. Even if those parcels did not exist, the line would have to then double back to the east, then north toward the existing BPA lines. As noted above, and explained in more detail below, such a northerly route is not feasible.

Given the prevalence of EFU parcels around the Highway 730 Switchyard site, there is no feasible route that completely avoids EFU parcels. The Proposed Line, however, is designed to have minimal impact to current and future agriculture land use in the area.

3.010.D. Use Standards

10. A utility facility that is necessary for public service.

a. A utility facility is necessary for public service if the facility must be sited in the exclusive farm use zone in order to provide the service.

(1) To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:

(a) Technical and engineering feasibility;

The Proposed Line is feasible from an engineering perspective and utilizes existing transmission corridors, runs along roadways and minimizes road crossings. UEC analyzed multiple alternative routes in part to determine whether EFU parcels could be avoided. Because of the prevalence of EFU parcels in this area, no route exists that would avoid all EFU parcels. An alternative route located along the north side of I-84 would avoid several EFU parcels, but would still require crossing one EFU parcel, and that alternative is not feasible from an engineering standpoint. As stated above, there is not a feasible location where the BPA transmission lines can be crossed on

the north side of I-84 due in part to the proximity of industrial buildings to the interstate Right-of-Way in this area and partly due to the locations of the BPA transmission towers. There are three adjacent BPA transmission lines that transect this area which are supported by towers that are not in line but are staggered along the transmission corridor. These conditions create a scenario where the clearance needed for the safe crossing of the 230 kV line under the BPA transmission lines is not available.

A more southerly route or a route adjacent to and just south of the BPA Transmission lines would not only have a greater impact on EFU parcels than the Proposed Line route but would also add to the overall length of the line.

(b) The proposed facility is locationally-dependent. A utility facility is locationally- dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;

The siting of the Proposed Line in the EFU-Zoned parcels is locationally dependent for multiple reasons. As explained above, the area around the Highway 730 Switchyard parcel is completely surrounded by the EFU zone, except for the I-84 right of way where the line cannot be constructed. To completely avoid EFU parcels, the Proposed Line would be forced to cross the intersection of Highway 730 and Interstate 84 in a manner that is not technically feasible. Further, even such a crossing would force the route to zig-zag around other EFU parcels, creating a route that is not direct, much less reasonably direct.

The crossing of tax lots 500 and 600 specifically is due to the limited safe crossing locations under the three existing BPA transmission lines in the area. Access across these parcels will not impact the farming operations due to placement of the Proposed Line, which will be situated along the roadway and will be the most direct route for the line. This feasible BPA transmission line crossing is located just within the City of Boardman city limits approximately 1500 feet east of Laurel Ln Rd.

EFU-zoned parcel 400, is located north of Interstate 84. The siting of the Proposed Line on this parcel will parallel the interstate Right-of-Way and the BPA transmission line, and little to no impact on agricultural use is expected.

Siting of the Proposed Line on the EFU-Zoned parcel 201 is due to this location being the only feasible access to the planned 730 Switchyard on the adjacent parcel, parcel 4703. Tax Lot 201 current use is for equipment parking and is not currently in crop production. In addition, the structures will be located to provide the least amount of impact to the property, based on the landowner input.

(c) Lack of available urban and non-resource lands;

The Proposed Line utilizes urban and non-resource lands where available (Parcels 900, 1100, 1200, 1201, 200, 300, 200, and 4703). However, as explained above, there is a lack of urban or non-resource lands that would otherwise allow the Proposed Line to avoid EFU parcels altogether.

(d) Availability of existing rights of way;

The Proposed Line utilizes existing rights of way where available. In areas where there are none, the Proposed Line is routed to avoid and minimize impacts to EFU lands while taking into consideration the other factors listed here.

(e) Public health and safety; and

Public health and safety are taken into consideration by minimizing unnecessary road crossings, crossing the BPA lines in a safe manner, and avoiding proximity to buildings and residences.

(f) Other requirements of state and federal agencies.

As noted above, the crossing of the BPA lines is very limited, and the crossing proposed in this application is one of the few areas where BPA would allow such a crossing.

(2) Costs associated with any of the factors listed in Subsection (1) may be considered but, cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.

The primary factors in determining the specific location of the Proposed Line include; input from landowners along the route, design feasibility and cost, and minimization of current land use impacts. While cost was a factor, this was not the only consideration.

(3) The owner of a utility facility approved under Subsection a shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.

UEC acknowledges these requirements and affirms its responsibility for compliance. UEC contractors will be required to restore damages as near to their former condition as can reasonably be expected. UEC contractors are required to be insured and bonded for the full value of their respective contracts.

(4) The county shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.

The siting of the Proposed Line is designed to follow existing power lines and road corridors to minimize the impact of construction and maintenance activities. Structure heights and

placement are designed to minimize ground clearances impacts on farm activities, such as center pivots, and farm equipment. The structures will be designed to meet requirements of RUS Bulletin 1724E-200 and 2017 National Electrical Safety Code (NESC).

(5) Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under the EFU Zone or other statute or rule when project construction is complete. Off-site facilities allowed under this Subsection are subject to Article 6. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.

This criterion does not apply. The proposed use will not include facilities for temporary workforce housing.

(6) In addition to the provisions of Subsection D.10.a(1) through (4), the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) shall be subject to the provisions of 660-011-0060.

This criterion does not apply. The proposed use will not include facilities for sewage disposal.

(7) The provisions of Subsection a do not apply to interstate natural gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.

This criterion does not apply. The proposed use will not include natural gas pipelines or facilities associated with natural gas pipelines.

b. An associated transmission line is necessary for public service upon demonstration that the associated transmission line meets either the following requirements of Subsection (1) or Subsection (2) of this Subsection.

The Proposed Line is not an "associated transmission line" as defined by ORS 215.274. The standards set forth in this section of the Zoning Ordinance therefore do not apply.

EXHIBITS

Table A - Landowner list

Table B - Subject parcels

Exhibit A - Vicinity map

Exhibit B - Project Map

Exhibit C - Pole Diagram

Exhibit D - Landowner consent documentation

TABLE A

Owner	Address/Phone#	Physical Address of Property	Map Number/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
VADATA, INC	P.O. Box 80416 Seattle, WA 98108		04N25E 09 TL 411	80.19	City of Boardman	Expected to Sign
STIFFLER, LLC (Land Use Decision: LUD 9-19-19)	33896 E Walls Rd. Hermiston OR 97838		04N25E 10 TL 3400	77.98	EFU (LUD 9-19-19)	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818 (541)481-7678		04N25E 10 TL 3000	11.43	City of Boardman	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818 (541)481-7678		04N25E 10 TL 3300	1.29	City of Boardman	Signed
TERRY K & CHERYL TALLMAN	706 Mt. Hood Ave. Boardman, OR 97818		04N25E 10 TL 3302	10	City of Boardman	Negotiating
TERRY K & CHERYL TALLMAN	706 Mt. Hood Ave. Boardman, OR 97818	452 Laurel Ln Rd. Boardman, OR 97818	04N25E 10 TL 3205	11.88	City of Boardman	Negotiating
FE & FRANCES T GLENN	PO Box 281 Boardman, OR 97818	105 Laurel Ln Rd. Boardman, OR 97818	04N25E 10 TL 3201	7.61	City of Boardman	Signed
WALO, LLC	PO Box 909 Irrigon, OR 97844	325 Yates Ln Boardman, OR 97818	04N25E 10 TL 3206	11.75	City of Boardman	Negotiating
RANDALL E & CATHERINE A YATES	PO Box 669 Boardman, OR 97818	335 Yates Ln Boardman, OR 97818	04N25E 11 TL 403	7.57	City of Boardman	Negotiating
JOSEPH TAYLOR - DOUBLE T FARMING	77458 Threemile Rd Boardman, OR 97818		04N25E 11 TL 402	28.33	City of Boardman	Signed

TABLE A CONTINUED

Owner	Address/Phone#	Physical Address of Property	Map #/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111		04N25E 11 TL 500	10	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111	79252 Rippee Rd Boardman, OR 97818	04N25E 11 TL 600	41.5	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944	79269 Rippee Rd Boardman, OR 97818	04N25E 11 TL 900	30.71	FR2	Signed
SHOOK, EDWARD L	PO Box 185 Troutdale, OR 97050	79307 Root Ln Boardman, OR 97818	04N25E 11 TL 1100	12.06	FR2	Negotiating
RIEKKOLA FARMS, INC	PO Box 95 Boardman, OR 97818	79115 Root Ln Boardman, OR 97818	04N25E 11 TL 1200	10.03	FR2	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 11 TL 1201	5.2	PI	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 12 TL 200	20.83	PI	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 12 TL 300	16.79	PI	Signed
CITY OF BOARDMAN	P.O. Box 229 Boardman, OR 97818 (541)481-9252		04N25E 12 TL 400	147.12	EFU	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N26E 07 TL 200	81.5	PI	Signed
TERRA POMA LAND, LLC	PO Box 862 1645 W. Orchard Ave, Hermiston, OR 97838 (541)567-1010 (541)571-1912	72063 Hwy 730, Irrigon OR 97844	04N26E 07 TL 201	2	EFU	Signed

TABLE B

Subject Parcels (with addresses)

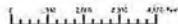
Owner	Address/Phone#	Physical Address of Property	Map #/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111		04N25E 11 TL 500	10	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111	79252 Rippee Rd Boardman, OR 97818	04N25E 11 TL 600	41.5	EFU	Signed
CITY OF BOARDMAN	P.O. Box 229 Boardman, OR 97818 (541)481-9252		04N25E 12 TL 400	147.12	EFU	Signed
TERRA POMA LAND, LLC	PO Box 862 1645 W. Orchard Ave Hermiston, OR 97838 (541)567-1010 (541)571-1912	72063 Hwy 730, Irrigon OR 97844	04N26E 07 TL 201	2	EFU	Signed

EXHIBIT A

VICINITY MAP

Proposed 230 kV Transmission Line

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

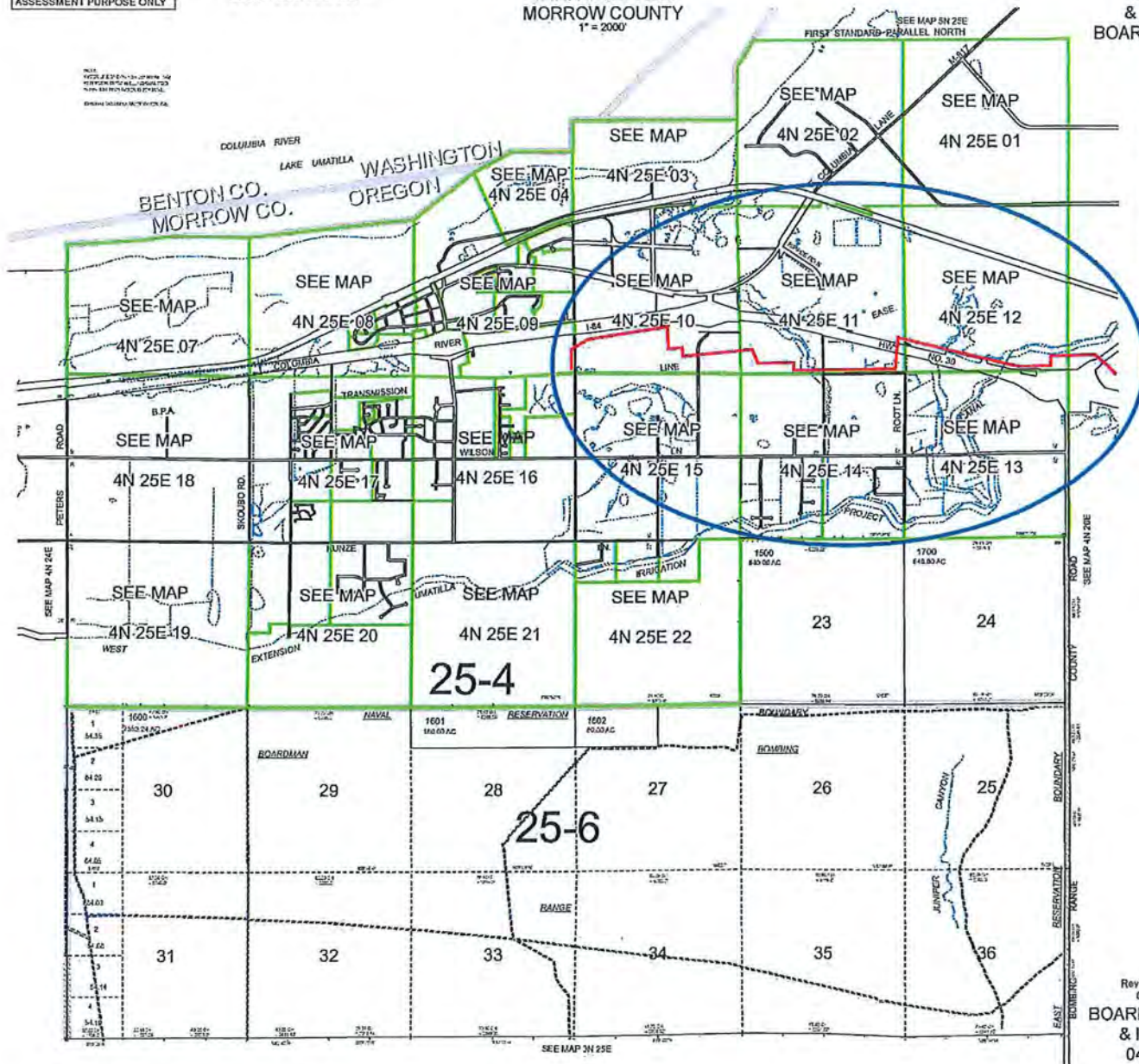


T.4N. R.25E. W.M.
MORROW COUNTY
1" = 2000'

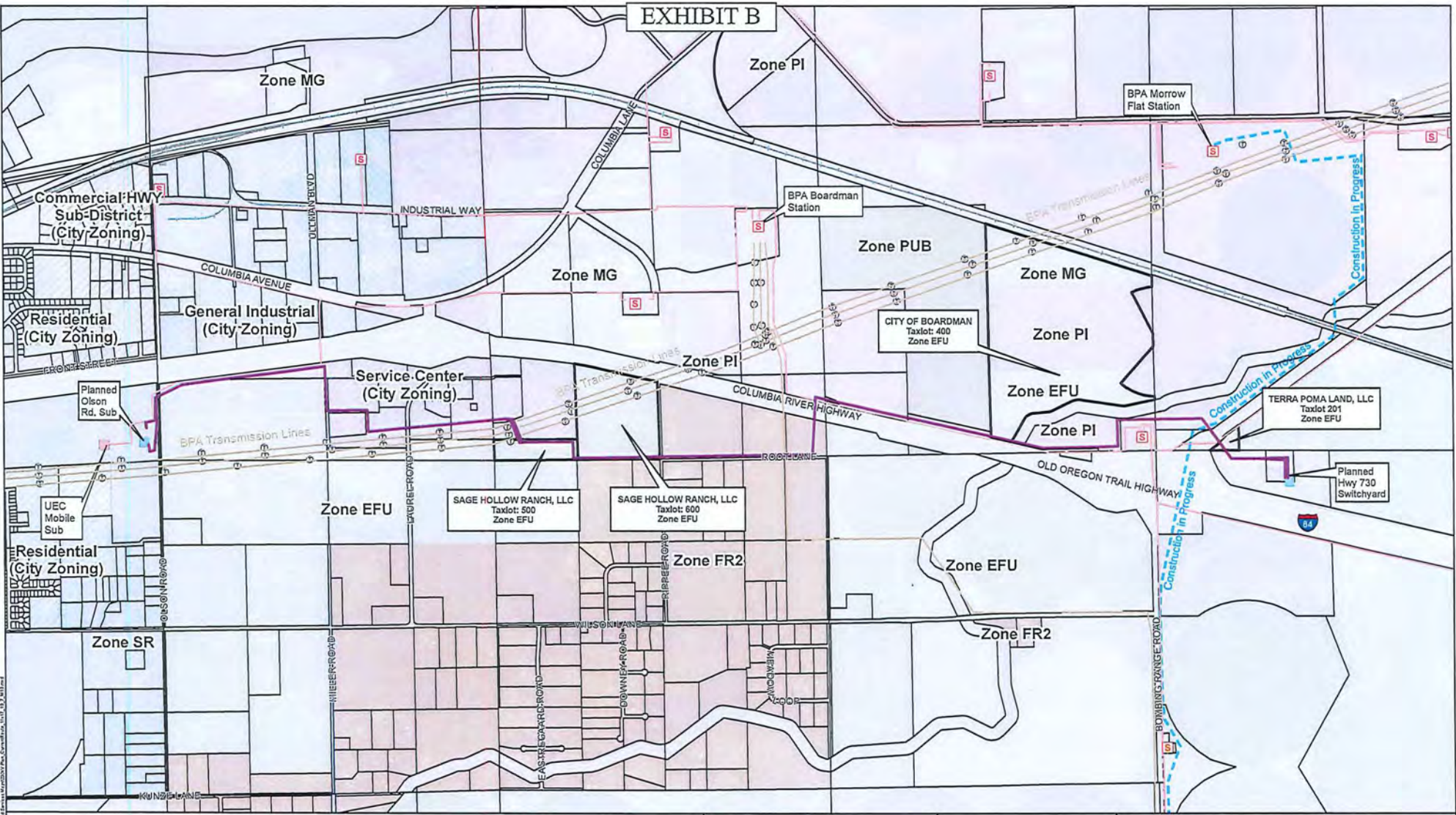
04N25E
& INDEX
BOARDMAN

NOT
WARRANTED
OR
GUARANTEED
BY
THE
DRAWING
ENGINEER

Corrected
100
1700
100
101
200
300
400
500
600
700
701
800
900
1000
1100
1200
1300
1400
1500



Revised: DWC
06/18/2014
BOARDMAN
& INDEX
04N25E



Preferred Route	Railroads	230 kV Transmission Line (Construction in progress)
Planned Station	BPA Towers	BPA Transmission Lines
Morrow County Parcel Lines	Substations	UEC Transmission Lines

ATOTH & ASSOCIATES
 833 E PRIMERISE, SUITE 300
 SPANFIELD, MO 65067
 PL 417-884-8444 FAX 417-888-0517
 www.atoth.com

DISCLAIMER: This exhibit is for informational purposes only, and should only be relied upon as such.

UCC UMATILLA ELECTRIC COOPERATIVE
 A Touchstone Energy Cooperative

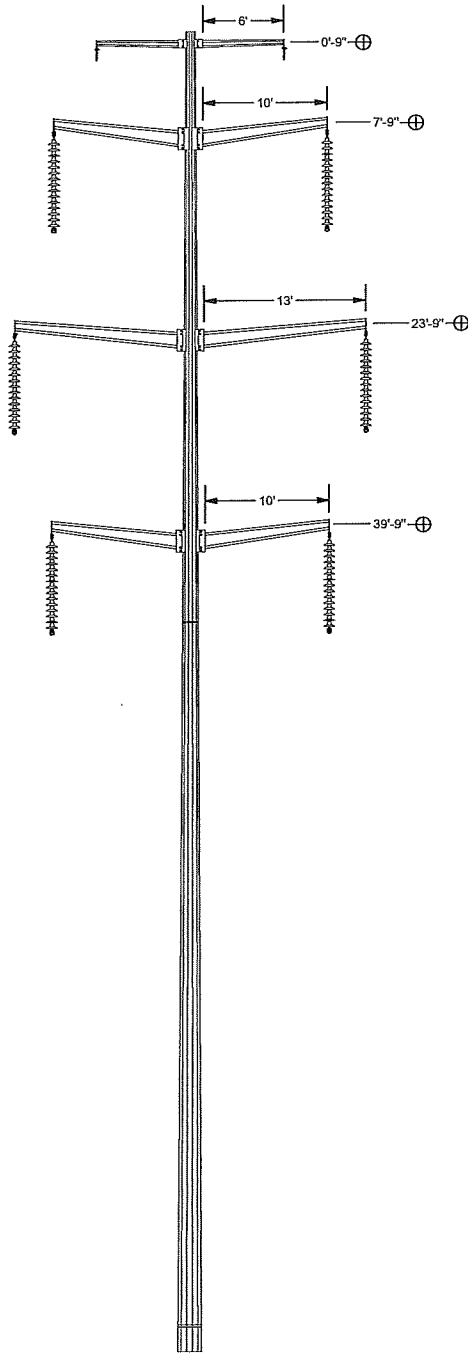
UMATILLA ELECTRIC COOPERATIVE
 HERMISTON, OREGON
 OREGON 14, UMATILLA

Olson Rd 230kV Planned Transmission Line

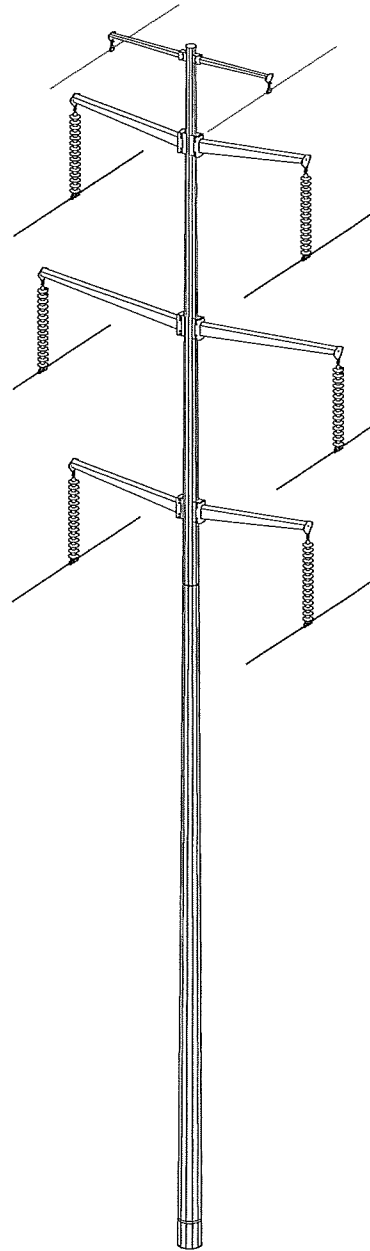
MAP BY: dthalley Date: 2/27/2020 Map Number: M10

Scale: 1" = 1,430'

EXHIBIT C



ELEVATION
FACING 90°



ISOMETRIC

DATE	REVISION	#

ALCOH
 & ASSOCIATES
 830 E PRIMOSE, SUITE 200
 SPRINGFIELD, MO 65807
 PH: 417-418-0443 FAX: 417-418-0437
 WWW.ALCOHANDASSOCIATES.COM
 CERTIFICATE OF AUTHORITY:
 OR# 100140548
 © 2010 TAN AND ASSOCIATES, INC.

PROJECT:	OLSON RD 230KV TRANSMISSION LINE
LOCATION:	LA: 45 837127, UL: -118.682897 TO LA: 45 834191, UL: -118 813337, WAGNER COUNTY, OR
CLIENT:	UMATILLA ELECTRIC COOPERATIVE HERMISTON, OREGON OREGON-14-UMATILLA
DATE:	01/03/20
TITLE:	DOUBLE CIRCUIT TANGENT
DWG NO:	TAN

Exhibit D

Landowner Consent Documentation

AFTER RECORDING RETURN TO:

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

UEC REFERENCE: Tax Lots 500, 600 & 900

MORROW COUNTY, OREGON **2019-45212**
E-EAS
Cnt=1 Stn=23 TC **10/17/2019 10:34:26 AM**
\$55.00 \$11.00 \$60.00 \$10.00 **\$136.00**



00038293201900452120110110

I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the Instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



MEMORANDUM OF EASEMENT OPTION AGREEMENT

BETWEEN: Sage Hollow Ranch, LLC ("Grantor")
3620 Independence Rd.
Sunnyside, WA 98944

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

Pursuant to a Utility Line Option and Easement Agreement dated 10/8, 2019, ("Option Agreement"), Grantor granted to Grantee an option to purchase an easement, described in the attached Exhibit A, for utility purposes on certain property in Morrow County, Oregon ("Property"), more particularly described as:

Parcel 1 and Parcel 2 of the property located in Section 11, Township 4 North, Range 25 East of the Willamette Meridian, in Morrow County, Oregon, described as recorded in Morrow County Public Records on December 2, 2011, as instrument number 2011-29237

ALSO, Parcel 5 of the property located in Section 11, Township 4 North, Range 25 East of the Willamette Meridian, in Morrow County, Oregon, described as recorded in Morrow County Public Records on January 31, 2011 as instrument number 2011-27546:

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

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

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

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

SIGNATURE PAGES TO FOLLOW

Made and dated this 23 day of September, 2019 (the "Effective Date").

Sage Hollow Ranch, LLC, GRANTOR
Brian Bosma, member/manager

Brian Bosma
Signature

ACKNOWLEDGEMENT

State of WASHINGTON)
) SS.
County of YAKIMA)

This certifies that on this 23RD day of SEPTEMBER, 2019, before me the undersigned personally appeared the above-named **Brian Bosma**, member/manager of Sage Hollow Ranch, LLC, on behalf of the company, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

GENA M. HALL



My Commission Expires 12-31-22

Made and dated this 20th day of Sept., 2019 (the "Effective Date").

Sage Hollow Ranch, LLC, GRANTOR
John Bosma, member/manager

John Bosma
Signature

ACKNOWLEDGEMENT

State of Washington

County of Yakima §§

This certifies that on this 20th day of Sept., 2019, before me the undersigned personally appeared the above-named **John Bosma**, member/manager of **Sage Hollow Ranch, LLC**, on behalf of the company, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

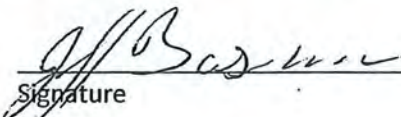
Gene M. Hall

My Commission Expires 12/23/22



Made and dated this 23rd day of Sept., 2019 (the "Effective Date").

Sage Hollow Ranch, LLC, GRANTOR
Jeff Bosma, member/manager



Signature

ACKNOWLEDGEMENT

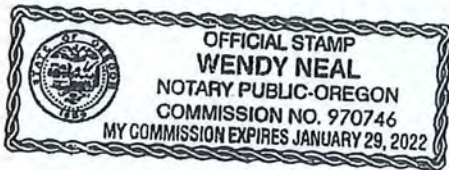
State of WASHINGTON)
) SS.
County of YAKIMA)

This certifies that on this 23RD day of SEPTEMBER, 2019, before me the undersigned personally appeared the above-named **Jeff Bosma**, member/manager of **Sage Hollow Ranch, LLC**, on behalf of the company, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.



My Commission Expires 12-03-22





UMATILLA ELECTRIC COOPERATIVE, GRANTEE

Sonja Bogart
Signature

Sonja Bogart
Printed Name

COO
Title

ACKNOWLEDGEMENT

State of Oregon)
County of Umatilla) SS.

This certifies that on this 8th day of October, 2019, before me the undersigned personally appeared the above named Sonja Bogart, on behalf of **UMATILLA ELECTRIC COOPERATIVE**, in his/her capacity as Chief Operating Officer, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

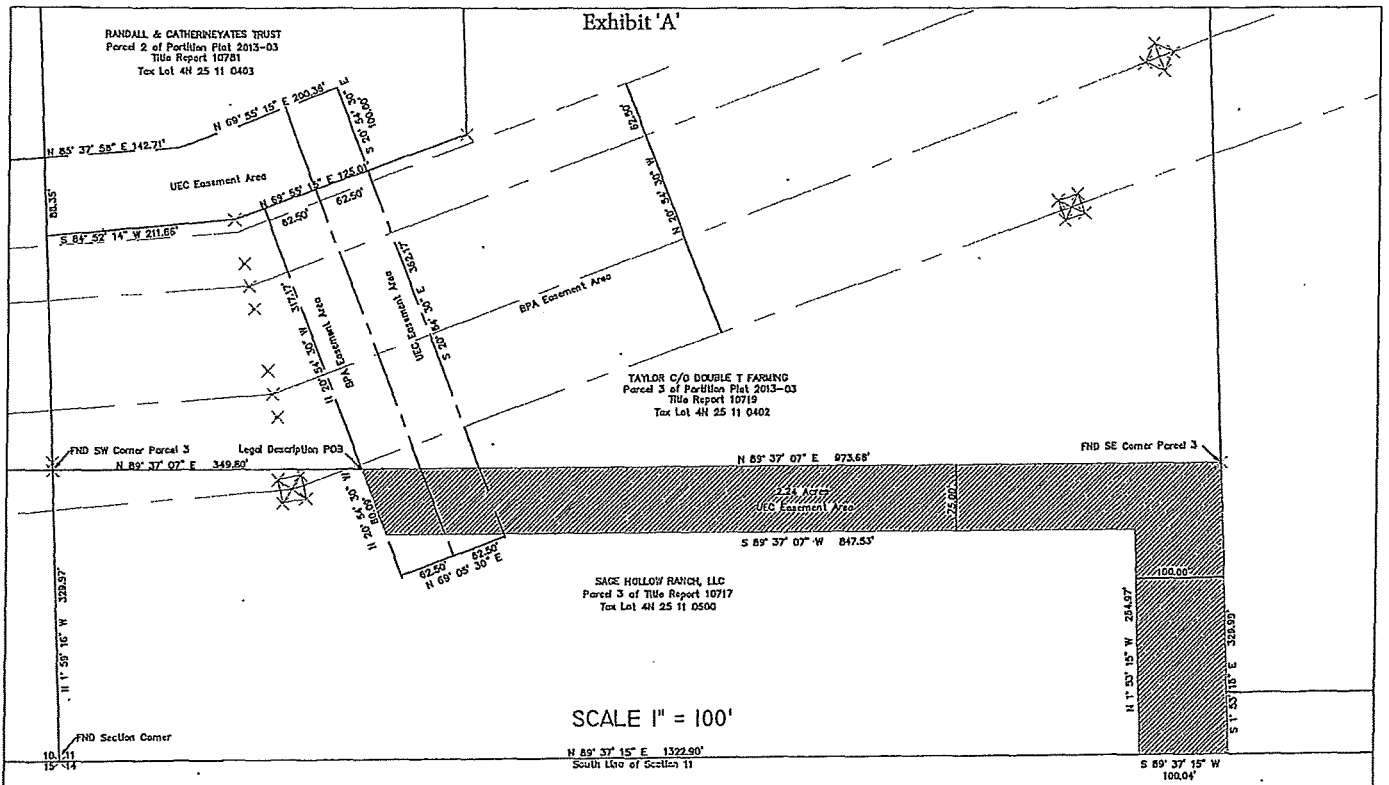
Wendy Neal

My Commission Expires Jan 29, 2022

Exhibit 'A'
Sage Hollow Ranch, LLC
Easement Legal Description:

A 100 foot wide strip of land and a 75 foot wide strip of land located in the Southwest Quarter of the Southwest Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:
Commencing at the Southwest Corner of said Section 11; thence North 1° 59' 16" West a distance of 329.97 feet to the Southwest corner of Parcel 3 of Partition Plat 2013-3, as filed in the files of Partition Plats of Morrow County; thence North 89° 37' 07" East along the South line of said Parcel 3 a distance of 349.80 feet to the Point of Beginning of this Easement Description; thence continuing North 89° 37' 07" East along the South line of said Parcel 3 a distance of 973.68 feet to the East line of said Southwest Quarter of the Southwest Quarter of Section 11; thence South 1° 53' 15" East a distance of 329.99 feet to the South line of said Section 11; thence South 89° 37' 15" West along the South line of said Section 11 a distance of 100.04 feet; thence North 1° 53' 15" West a distance of 254.97 feet; thence South 89° 37' 07" West a distance of 847.53; thence North 20° 54' 30" West a distance of 80.09 feet to the Point of Beginning.





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

Rev. 08-16-2019

REGISTERED PROFESSIONAL LAND SURVEYOR
Ronald V. McKinnis
RONALD V. MCKINNIS
JAN 21 1950
2431
Expires 12-31-20

ENGINEERING - LAND SURVEYING - WATER RIGHTS
R. V. MCKINNIS ENGINEERING
79980 Prindle Loop Road
Hermiston, Oregon 97838
(541) -567-2017

Exhibit 'A'
Sage Hollow Ranch, LLC
Easement Legal Description:

A 70 foot wide strip of land located in the Southwest Quarter of the Southeast Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:

The Southerly 70 feet the Southwest Quarter of the Southeast Quarter of said Section 11;
EXCEPTING any and all road rights of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Handwritten signature in blue ink]

OREGON
RONALD V. MCKINNIS
JAN. 23, 1990
2431

Expires 12-31-20

Exhibit 'A'

SAGE HOLLOW
 Parcel 5 of Title Report 10717
 Tax Lot 4N 25 11 0900
 Southwest Quarter of Southeast Quarter
 SECTION 11

RIPPEE ROAD

N 1° 47' 04" W
70.02'
70.01'

14' 20' 120'

FND 1/4 Section Corner

S 88° 53' 00" W 1296.79'

2.08 Acres
 UEC Easement Area

70.00'

N 88° 53' 00" E 1296.50'

ROOT LANE

S 1° 37' 19" E
70.00'

SCALE 1" = 100'

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

Rev. 09-16-2019

REGISTERED PROFESSIONAL LAND SURVEYOR



OREGON
 RONALD V. MCKINNIS
 JAN. 23, 1950
 2431

Expires 12-31-20

ENGINEERING - LAND SURVEYING - WATER RIGHTS

R. V. MCKINNIS ENGINEERING

79980 Prindle Loop Road
 Hermiston, Oregon 97838
 (541) -567-2017




Exhibit 'A'
Sage Hollow Ranch, LLC
Easement Legal Description:

A 70 foot wide strip of land located in the Southeast Quarter of the Southwest Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:
The Southerly 70 feet the Southeast Quarter of the Southwest Quarter of said Section 11;
EXCEPTING any and all road rights of way.

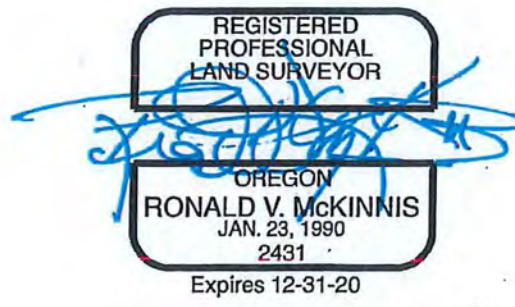
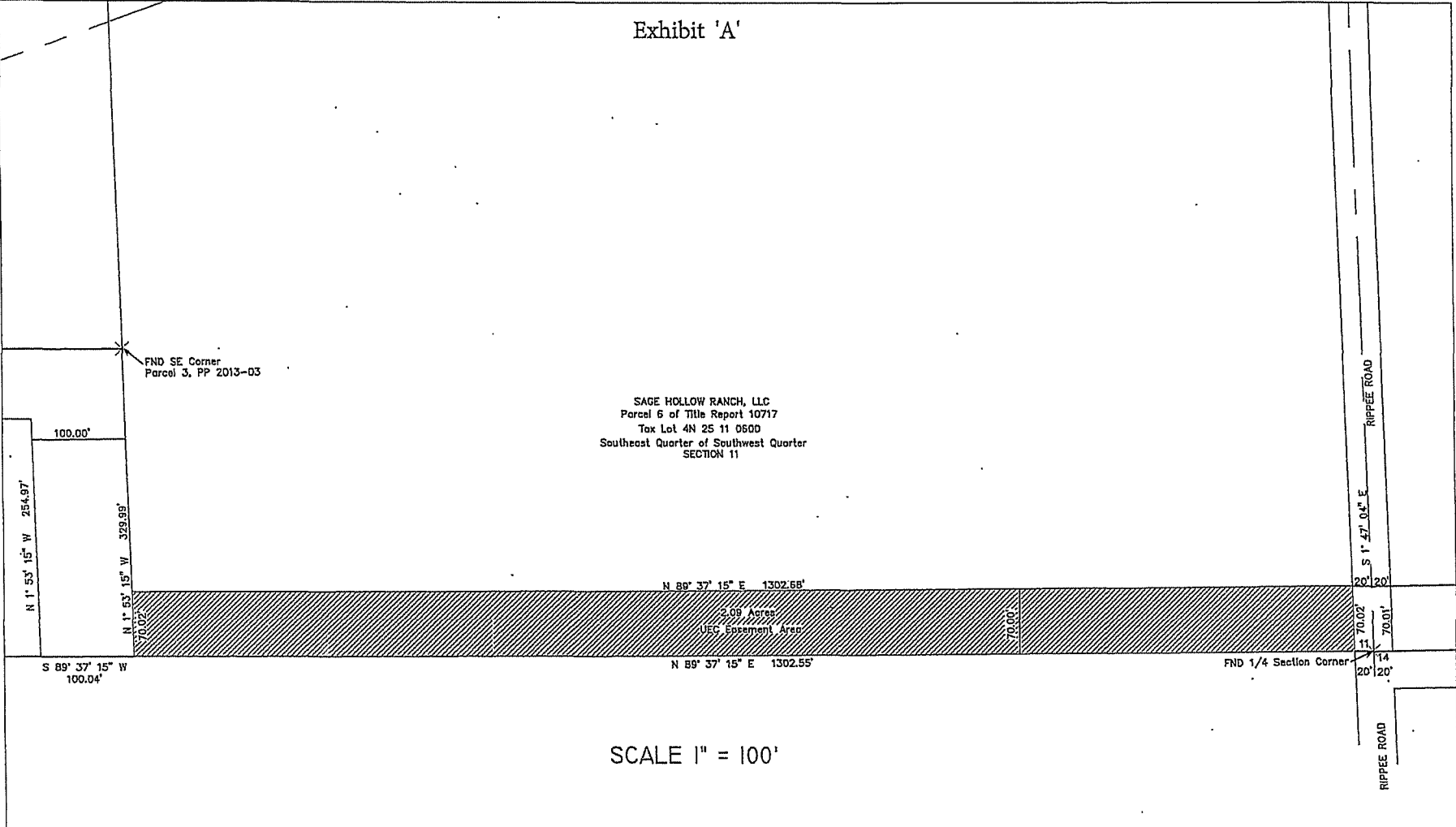


Exhibit 'A'



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

Rev. 09-16-2019



ENGINEERING - LAND SURVEYING - WATER RIGHTS
R. V. MCKINNIS ENGINEERING
 79980 Prindle Loop Road
 Hermiston, Oregon 97838
 (541) -567-2017

RECORDING COVER SHEET
(Please Print or Type)

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page requirements, ORS 205.234.


If this cover page is included with your document, please add \$5.00 to the total recording fees.

MCTC-ACCOM

AFTER RECORDING RETURN TO:

City of Boardman
200 City Center Circle, PO Box 229
Boardman, OR 97818

MORROW COUNTY, OREGON	2019-45626
E-EAS	12/17/2019 11:46:02 AM
Cnt=1 Stn=23 TC	
\$35.00 \$11.00 \$10.00 \$60.00	\$116.00
I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the Instrument identified herein was recorded in the Clerk records.	
Bobbi Childers - County Clerk	



1) **TITLE(S) OF THE TRANSACTION(S)** ORS 205.234(a)
UEC and City of Boardman Easement of Township 4 North, Range 25 East of the Willamette Meridian, Section 12, M2002-3060

2) **DIRECT PARTY / GRANTOR(S)** ORS 205.125(1)(b) and 205.160
City of Boardman

3) **INDIRECT PARTY / GRANTEE(S)** ORS 205.125(1)(a) and 205.160
Umatilla Electric Co-Op

4) **TRUE AND ACTUAL CONSIDERATION**
ORS 93.030(5) - Amount in dollars or other
\$ _____ Other

5) **SEND TAX STATEMENTS TO:**

6) **SATISFACTION of ORDER or WARRANT**
ORS 205.125(1)(e)
CHECK ONE: FULL
(If applicable) PARTIAL

7) **The amount of the monetary obligation imposed by the order or warrant.** ORS 205.125(1)(c)
\$ _____

8) **If this instrument is being re-recorded, complete the following statement, in accordance with ORS 205.244:**
"Re-recorded at the request of _____ to correct _____
previously recorded in Book _____ and page _____, or as Fee Number _____."

AFTER RECORDING, RETURN TO:

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

UEC REF: Tax Lot 400

EASEMENT

City of Boardman, a municipal corporation, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Umatilla Electric Cooperative, an Oregon cooperative corporation, Grantee, and to its licensees, successors or assigns, a perpetual and non-exclusive easement and right of way, the purpose of which is to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television and communication lines, or any related system and facilities on, across, over, or under a strip of land 100 feet wide located on property described below:

Township 4 North, Range 25 East of the Willamette Meridian, Section 12, and more particularly described in a deed recorded in Morrow County on January 3rd, 2002, as M2002-3060, Morrow County Records Office in Morrow County, State of Oregon.

See Exhibit "A" for Easement Legal Description and depiction of easement area.

Grantor further grants the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the easement area which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described easement area which may pose a hazard to the operation of the facilities within the easement area; to keep the easement clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described easement area.

Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

Because governmental approvals may be necessary from the land owning Grantor for Grantee to use the easement, Grantor appoints Grantee as Grantor's attorney in fact, agent, and authorized representative, to make and progress on Grantor's behalf, any and all land use and regulatory requests, and to make applications and requests to governmental entities and agencies, so Grantee may make use of this easement and its rights, including but not limited to the following: (1) applying for conditional use permits and progressing those applications through to completion and any modifications thereof, including defending the applications and appealing adverse decisions; and (2) applying for any other necessary governmental and administrative approvals and progressing them through to completion and any modifications thereof, including defending the applications and appealing adverse decisions. Grantor agrees not to make any objections to the above applications, or to oppose them in any way at any time. Grantor may not revoke these appointments during the effective period of this easement. All Grantee's applications and work shall be at its sole cost and expense.

Grantor covenants that it is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person: Easement; Microfilm No. M-46988, Morrow County Microfilm Records.

SIGNATURE PAGES TO FOLLOW

EXHIBIT "A"
 City of Boardman
 Easement Legal Description:

A strip of land 100 feet in width along the southern boarder of Tax Lot number 400, described as follows:

A parcel of land located in Section 12 of Township 4 North, Range 25 East of the Willamette Meridian, in the County of Morrow and State of Oregon, being more particularly described as recorded in Morrow County Public Records on January 4, 2002 as document number 2002-3060:

COMMENCING at the Southeast corner of Section 12, of Township 4 North, Range 25 East of the Willamette Meridian in Morrow County; thence North 1° 36' 46" West along the East Line of said Section 12, a distance of 756.32 feet to the North right of way line of the West Extension Irrigation District Canal and True Point of Beginning of this description; thence continuing North 01° 36' 46" West along the East line of said Section 12, a distance of 52.05 feet to the outer edge of an irrigation circle with a radius of 881.67 feet; thence Northwesterly along the perimeter of said 881.67 foot circle a distance of 595.32 feet through an arc of 38° 41' 13" of which the cord of said arc bears North 67° 49' 18" West a distance of 583.07 feet; thence North 41° 14' 20" East, a distance of 787.52 feet to the intersection of the East Section line of said Section 12; thence North 1° 36' 46" West along said East line of Section 12 a distance of 202.22 feet; thence North 27° 17' 15" West a distance of 733.88 feet to the perimeter of an 881.67 foot circle; thence Northeasterly along the arc of said 881.67 foot circle a distance of 331.00 feet through an arc of 21° 30' 36" whose chord bears North 72° 46' 11" East and a distance of 328.32 feet to the intersection of the East line of said Section 12; thence along the East line of said Section 12 North 1° 36' 46" West a distance of 132.88 feet to the South right of way line of the Union Pacific Railroad mainline; thence North 72° 08' 58" West along said South right of way line of the Union Pacific Railroad a distance of 2790.73 feet to North-South center line of said Section 12; thence South 1° 38' 29" East along the said North-South centerline of Section 12, a distance of 3454.68 feet to the North Right of way of Interstate Highway No. 84; thence South 77° 06' 26" East along the North right of way of Interstate No. 84 a distance of 290.98 feet to the intersection with the North right of way of the West Extension Irrigation District Canal; thence Northeasterly along the North right of way of the West Extension Irrigation District Canal to the Point of Beginning of this description. Said parcel containing 147.12 Acres.

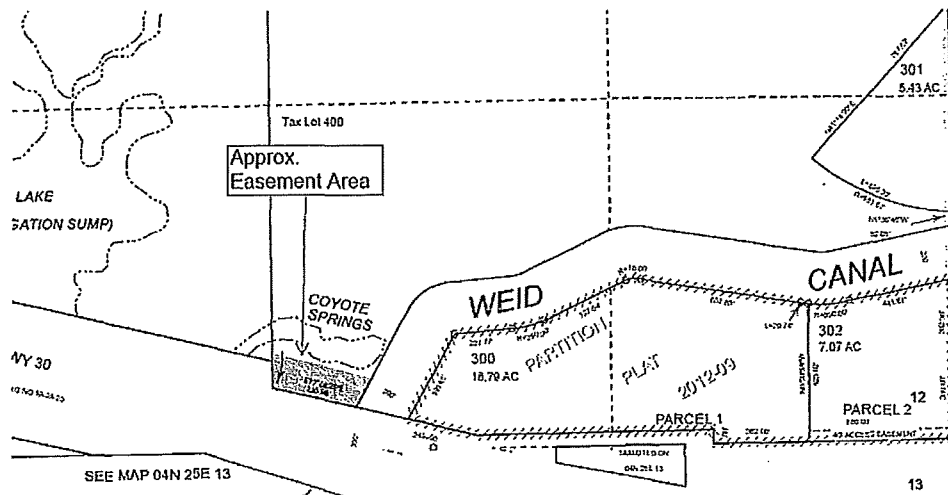


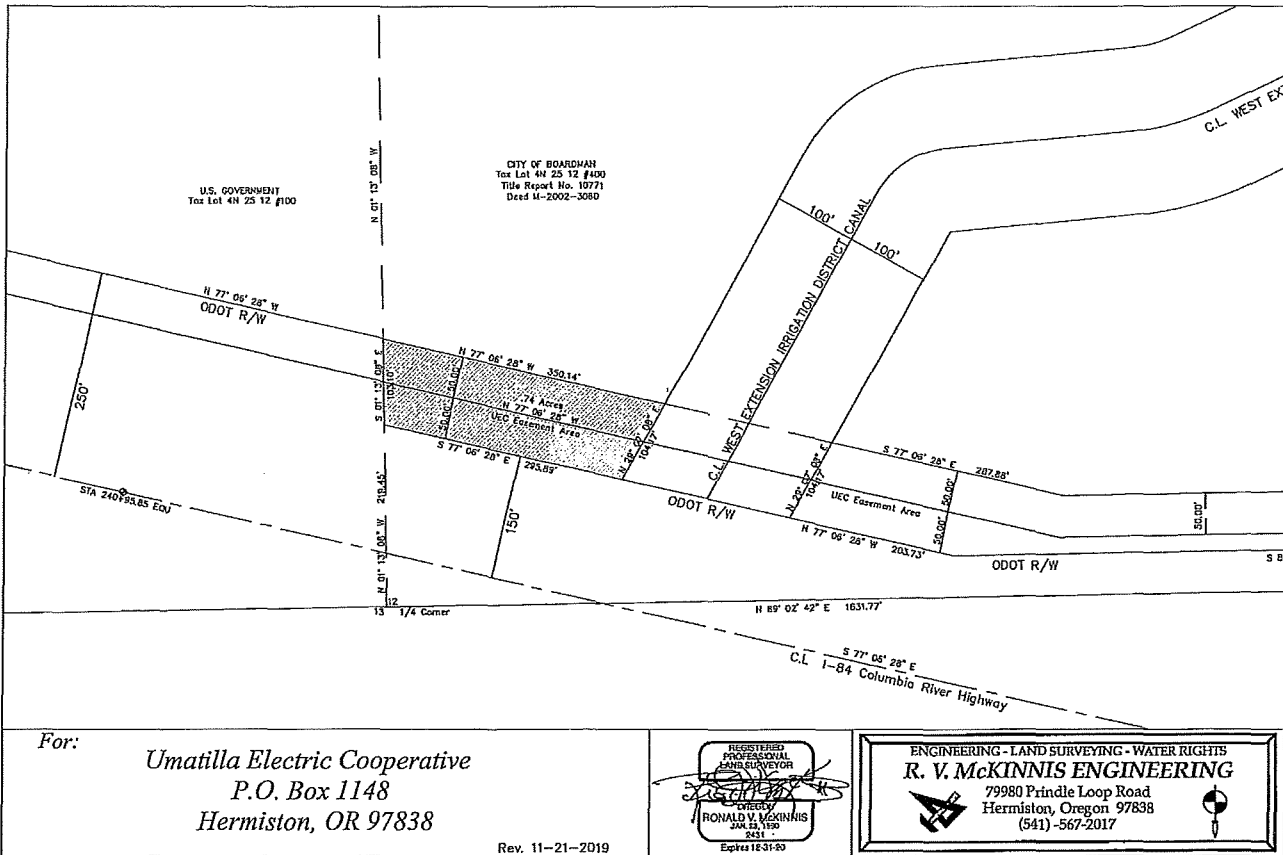
Illustration NOT TO SCALE

Exhibit 'A'
City of Boardman
Tax Lot 4N 25 12 #400
Easement Legal Description:

A 100 foot wide strip of land located in the Southwest Quarter of the Southeast Quarter of Section 12, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 12; thence North 1° 13' 08" West, along the Center Section Line of said Section 12, a distance of 219.45 feet to a point on the North right of way line of Interstate 84, AKA Columbia River Highway and True Point of Beginning of this description; thence South 77° 06' 28" East along the said North right of way line a distance of 295.89 feet to a point on the intersection with the West right of way line of the West Extension Irrigation District Canal; thence North 29° 07' 08" East along the said West right of way line of said Canal, a distance of 104.17 feet; thence North 77° 06' 28" West a distance of 350.14 feet to the Center Section line of said Section 12; thence South 01° 13' 08" East along the said center Section line of said Section 12 a distance of 103.10 feet to the Point of Beginning.





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

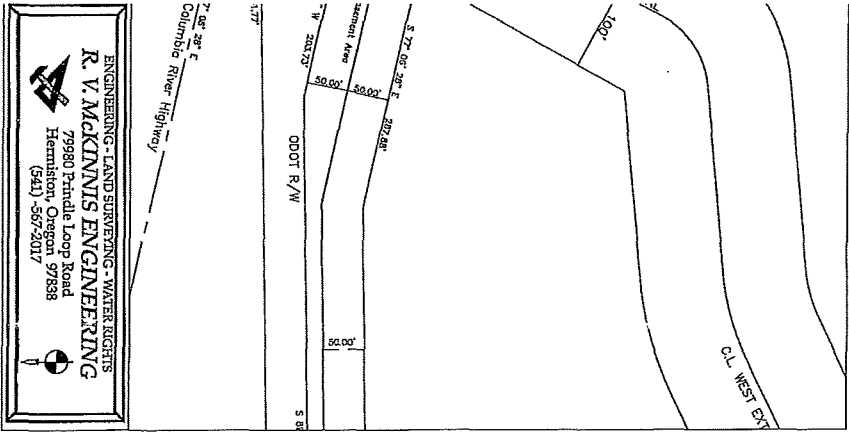
Rev. 11-21-2019

REGISTERED PROFESSIONAL LAND SURVEYOR

 RONALD V. MCKINNIS
 JAN 23, 1950
 2411
 Expires 12-31-23

ENGINEERING - LAND SURVEYING - WATER RIGHTS
R. V. MCKINNIS ENGINEERING

 79980 Prindle Loop Road
 Hermiston, Oregon 97838
 (541) -567-2017



ENGINEERING - LAND SURVEYING - WATER RIGHTS
R. V. MCKINNIS ENGINEERING

 79980 Prindle Loop Road
 Hermiston, Oregon 97838
 (541) -567-2017

Dated this 3rd day of December, 2019.

CITY OF BOARDMAN, GRANTOR

Signature *Sandra F. Toms*

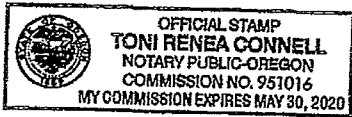
Printed Name Sandra F. Toms

Title of Officer Mayor

ACKNOWLEDGEMENT

State of Oregon)
County of Morrow) SS

This certifies that on this 3rd day of December, 2019, before me the undersigned personally appeared the above named Sandra F. Toms, who is the Mayor for the City of Boardman, on behalf of the corporation, known to me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that they executed the same.



Toni Renea Connell

My Commission Expires May 30, 2020

Consent to Land Use Application

This document serves as notice that Terra Poma Land, LLC, as owner of the real property commonly known as Tax ID: T04N R26E Section 07 Tax Lot 201, and as more particularly described below, expressly gives permission for Umatilla Electric Cooperative to file a land use application with the County of Morrow for permits necessary for the construction of a proposed transmission line and related facilities that may pass upon its Property.

Property Description

Property Location:	Directly east of Hwy 730 at I-84 in Morrow County OR. (See attached)
Landowner(s) in Title:	Terra Poma Land, LLC
Assessor's Tax Map Description:	04N26E07 Section 07 Tax Lot 201
Landowner Mailing Address:	PO Box 862 Hermiston OR 97838
Landowner Telephone No:	[if known]

Terra Poma Land, LLC

Owner


Authorized Agent Name (printed)

Ken Vandeworst
Authorized Agent Signature

1/16/2020
Date

Morrow County

Authorization to File a
Land Use Permit
Application

Attachment

County Assessor's Map:

Township	Range	Section	Subsection	Tax Lot
4N	26E	07		201

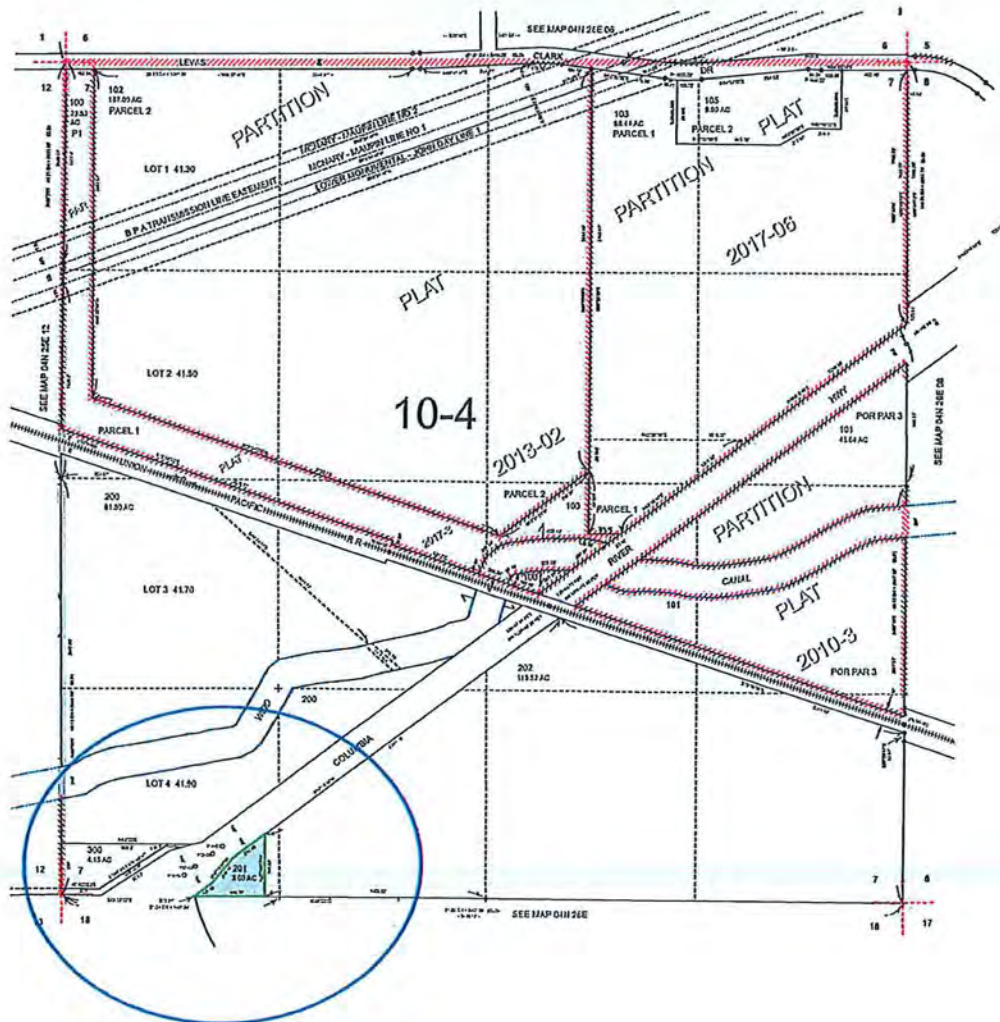
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



SECTION 7 T.4N. R.26E. W.M.
MORROW COUNTY
1" = 400'

04N26E07

Cooperated
101



Revised: EB
01/05/2018

04N26E07

Stephanie Case

From: Gary Frederickson <gf@integra.net>
Sent: Monday, March 30, 2020 9:30 AM
To: Stephanie Case
Cc: David Blanc
Subject: Application No. LUD-N-26-20

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

Dear Stephanie,

We have received the preliminary findings of fact for a proposed power line that would border several properties our family owns along Root Lane in Boardman. We are very opposed to the proposal. There are several residences sited very close to the proposed line that will be negatively impacted by this construction and power line if it is sited. There are several routes that would be less disruptive north of I-84. We are checking the preliminary findings and will be following up with our opinion of whether this is even permitted under the existing ordinances. Please continue to keep us informed of all plans of action on this project.

Please confirm receipt of this email.

Regards

Gary Frederickson

Nick R. Blanc
nblanc@blancfirm.com
*Licensed in OR & CA

David M. Blanc
dblanc@blancfirm.com
*Licensed in OR & WA



39 SE Court Ave.
Pendleton, OR 97801
Phone: (541) 215-4810
Fax: (541) 215-6609
www.blancfirm.com

April 2, 2020

SENT VIA FIRST CLASS MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED



Stephanie Case
Interim Planning Director
Morrow County Planning Department
P.O. Box 40
Irrigon, OR 97844

Re: Preliminary Findings of Fact/Land Use Decision
Application No. LUD-N-26-20
Our File No. 020-054

Dear Ms. Case:

Our firm represents Gary and Casey Frederickson who have asked us to review the Preliminary Findings of Fact (the "Findings") referenced above. The Fredericksons are adjoining landowners affected by the placement of the proposed transmission lines. I am submitting this letter as public comment on their behalf and in opposition to the Findings. This letter supplements the statement of opposition of Gary Frederickson that was submitted by email on March 30, 2020.

The Planning Department found that the proposed utility facility qualifies as a utility facility necessary for public service, including associated transmission lines as defined in Article 1 of the Morrow County Zoning Ordinances. In my review of Article 1, there is no separate definition for "associated transmission lines." Rather, there is a definition for "utility facility" which includes in that definition the facility's "power transmission lines." Basically, the proposed utility facility and its associated transmission lines are defined as one single entity, not separately.

This brings me to the requirements for approval of a utility facility necessary for public service as outlined in Section 3.010(D)(10) of the Zoning Ordinances. In its Findings, the Planning Department went through the factors to determine whether the utility facility must be cited in an exclusive farm use zone, which is the required course of action. However, the Planning Department did not go through this process in accessing the proposed location of the associated transmission lines.

The Findings state that "[p]lanning staff have deemed this criterion not applicable as this installation does not qualify as an 'associated transmission line' as defined in the Morrow County Zoning Ordinance and is not associated with an energy generation facility." Once again, Article

Stephanie Case
Page 2
April 2, 2020

1 of the Zoning Ordinances does not have a definition for “associated transmission lines,” nor does Section 3.010(D)(10) have an exception for facilities “not associated with an energy generation facility.” Put simply, these are not valid reasons to find that the criteria of Section 3.010(D)(10) do not apply to the associated transmission lines. The Zoning Ordinances definition of “utility facility” includes in that definition its associated transmission lines. Therefore, the applicant in this situation, Umatilla Electric Cooperative, must demonstrate that the associated transmission lines meet either of the following requirements of subsection (1) or (2) of Section 3.010(D)(10)(b):

(1) An applicant demonstrates that the entire route of the associated transmission line meets at least one of the following requirements:

(a) The associated transmission line is not located on high-value farmland, as defined in ORS 195.300, or on arable land;

(b) The associated transmission line is co-located with an existing transmission line;

(c) The associated transmission line parallels an existing transmission line corridor with the minimum separation necessary for safety; or

(d) The associated transmission line is located within an existing right of way for a linear facility, such as a transmission line, road or railroad, that is located above the surface of the ground.

(2) After an evaluation of reasonable alternatives, an applicant demonstrates that the entire route of the associated transmission line meets, subject to Subsections D.10.b(3) and (4), two or more of the following criteria:

(a) Technical and engineering feasibility;

(b) The associated transmission line is locationally-dependent because the associated transmission line must cross high-value farmland, as defined in ORS 195.300, or arable land to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;

(c) Lack of an available existing right of way for a linear facility, such as a transmission line, road or railroad, that is located above the surface of the ground;

(d) Public health and safety; or

(e) Other requirements of state or federal agencies.

(3) As pertains to Subsection (2), the applicant shall demonstrate how the applicant will mitigate and minimize the impacts, if any, of the associated transmission line on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on the surrounding farmland.

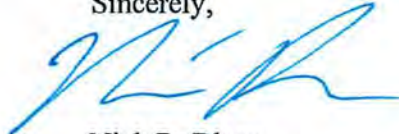
Stephanie Case
Page 3
April 2, 2020

Because there is not an exception in the Zoning Ordinances that would allow the Planning Department to forego the analysis set forth above, the County would be derelict in its duty if it were to allow the installation of these transmission lines along the Frederickson's property without following the procedure set forth in its own ordinances.

For these reasons, the Fredericksons object to these Preliminary Findings and ask that the application as to the transmission lines be denied. The Fredericksons would rather see that these lines be installed to the north of I-84.

If I have overlooked a separate exception that would allow the Planning Department to forego the requirements for approving the associated transmission lines of a utility facility for public service, please let me know. Any communications can be sent directly to me at my office. Thank you.

Sincerely,



Nick R. Blanc

cc. Gary and Casey Frederickson

Stephanie Case

From: Casey Huxoll <caseyh@integra.net>
Sent: Monday, April 6, 2020 11:53 AM
To: Stephanie Case
Subject: 230kv line on Root Ln

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

Stephanie

We are writing to you about the concerns we have with the proposal to install a new 230kv transmission line that will run down Root Ln.

We feel like this would be a horrible thing to have in our neighborhood. We feel this will lower our property values as well as being added traffic to an already inadequate county road. As well as other health and noise concerns with being that close to high powered lines.

These high powered lines always crackle and pop in the winter time and seems to create much static underneath them. Not only would this line be a major eyesore from my house, the current proposed route would bring this line very close to my grandmas house and this is very concerning to us. She lives on the corner of Rippee rd and Root Ln. We don't understand why they would want to run a line like this close to dwellings when it seems there could be so many other options to stay away from the houses. Such as run this line through the industrial zone on the north side of I-84. Or along the interstate.

We hope that our concerns get recognized and the commission will deny this proposal.

Can you please confirm receipt

Thanks

Casey and Nikki Huxoll

Stephanie Case

From: Terry Tallman <terry@tallman.cx>
Sent: Wednesday, April 8, 2020 4:27 PM
To: Stephanie Case
Subject: Planning Action for Morrow County

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

My name is Terry Tallman. I am an adjoining Land owner for land being considered in a Land Use Decision in Morrow County. This action will provide power for the use of one property owner being promoted by Umatilla Electric Cooperative for "Public Service". There are other concerns as well. I would ask for re definition of public service in this matter. One land owner benefits, other may not even though publicly it is characterized as a far different situation. Therefore I ask for further discussion of the matter.

Sincerely,

Terry K. Tallman
Morrow County landowner

Sent from my iPhone

From: [Stephanie Case](#)
To: [Stephen Wrecsics](#)
Subject: FW: Morrow county land use on Umatilla electric line
Date: Friday, April 10, 2020 5:13:45 PM

From: Jonathan Tallman <jonathan@tallman.cx>
Sent: Thursday, April 9, 2020 9:02 AM
To: Stephanie Case <scase@co.morrow.or.us>
Subject: Morrow county land use on Umatilla electric line

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

Stephanie,

Hello Jonathan Tallman here. I am writing in response to the information to the fact finding letter that you sent the letter about.

The question I have is this just one line for 230k? Right now the amazon data facility has power but now they need more then what they have currently? Is there an end to their power consumption needs or will this 230k line be enough going ahead into the future or will another line have to be constructed too?

Thank you for you time.

Sincerely,

Jonathan Tallman

--

Jonathan Tallman
(208) 570-7589

Stephanie Case

From: Jim Doherty
Sent: Friday, April 10, 2020 5:00 PM
To: Stephanie Case
Subject: Comments on UEC

Stephanie,

I think we need to have clarity on when a variance was approved by the city to allow overhead lines, as it would have been impossible for former Judge Tallman to negotiate something out of his authority.

I think we need to revisit the minutes of the temporary 115kv discussion indicating that the potential 230kv line would replace and was for an end user. Discussion now is more centered around greater good.

During negotiations with UEC they indicated it would take 500k more to go around morrow county. Why now the long more expensive way. I would prefer to put on county than on constituents.

This is why PLANNING is so important this is a sad sad sad day that we bow at the dlter of greed. A few people used their positions to enrich sad

Jim

Sent from my U.S.Cellular© Smartphone

Land use decision LUD-N-26-20 is coming before you today as a result of the lack of planning, from the City of Boardman on the PDX project. Today, there is no path forward for this 230kV transmission line without the condemnation of our land, and all the unsigned landowners on exhibit A & B. What is concerning here is that VADATA, the end user and likely the main reason this land use meeting is happening, has not signed any agreements.

UEC has filed against all the landowners with the PUC.

In the Matter of UMATILLA ELECTRIC COOPERATIVE, Petition for Certification of Public Convenience and Necessity. Filed by Tommy Brooks. Filed 3/19/2020

This land use hearing is no more than an attempt to strengthen a position. Those within the City of Boardman in the Commercial district will not have a hearing opportunity. This meeting will be their only voice.

The Umatilla Electric Cooperative has been aware of this project since the inception, but pretends it was a surprise. Minutes of the Boardman City planning department reflect a UEC board member was present at the 1st land use hearing in Boardman. He was not there over concerns about the soccer field. The applicant and the City hid the use to the planning department, thus no planning, this created a mess for everyone involved.

The power that UEC has represented as a public need, ends at Amazon for redundancy. They currently have 230kV to the site. Make the temp power permanent and move on.

UEC has the power of condemnation, but can you fathom that they would use it against retired citizens of Morrow County, Cheryl and Terry Tallman that have given a lifetime of service to their community, his 92 year old father and brother. Also, the Yates family are business owners in Morrow County and Edward Shook lives in a rural farm 2 acre zone.

There is a dead end at the county line. UEC does not have easements in place to ensure the project's completion. They want this piece mealed, so it appears that everything is in place. You have to look at the whole project. This land use application may certainly only address the unincorporated area of the County, but the effects will be seen across the entire UBG.

One planning commissioner knows the impact of potentially having private property condemned. I hope he speaks out today.

The impacts of this action go far beyond the county lines. Take into consideration that one End Point is located in the city limits and crosses service center zoned lands. Service center zoned land inventories in Boardman proper are a scarce commodity and need to be preserved. Commercial land usually means a population center. Boardman has a restriction on above ground utilities(see Below), for good reason the county needs to protect those lands. Perhaps with conditions set forth in Use standards; 10 (4) conditions if approved.

Chapter 13.12 - UNDERGROUND WIRING CONTROL DISTRICT

13.12.010 - Findings.

The council finds that a program for the establishment of an underground wiring control district is highly desirable to beautify the city and to promote its orderly development; that the underground wiring shall be required for installation of underground utility facilities in the city, except as hereinafter provided; that such a program is in the public interest and will allow property owners who must provide on-premises facilities to make such plans as are necessary to take the underground service; that such a program is in conformity with ORS Chapter 221, which provides that the city may prescribe by ordinance the character of service to be furnished by any public utility and the conditions upon which such utility may be permitted to occupy the streets and public property within the city; that such an underground wiring program is necessary in such area in order to protect and promote the public health, safety and welfare.

13.12.020 - Boundaries.

The underground wiring control district shall mean and include the entire city of Boardman.

13.12.030 - Overhead wires prohibited.

It is unlawful for any person to erect, construct or maintain on or over the surface of any of the streets in the underground wiring control district any wires, poles, cables, appliances, or apparatus of any kind, on, through, or by means of which electric current is transmitted or used for operating any telephone, telegraph, television, television cable, messenger, or electric light or power system or for any other

Additionally the county needs to protect the adjacent small farm 40 and farm residential lands. Overhead power lines have negative effects on property values. Morrow County has just purchased a Public Works parcel. The transmission line will surround the property, making uses more difficult and safety issues more probable.

Furthermore, this application fails to comply with any statewide goals; 1,2,3,5,6,8,9,13. Our Comprehensive plan is acknowledged by the state and therefore needs to comply with these goals. None of the goals have been met. If power distribution lines are part of the Utility Facility they are not outright uses in EFU and all criteria that pertains to them will need to be met. Thus it is our belief staff has erred in applying the correct approval criteria. Morrow County Zoning ordinance; Article 3 USE ZONES section 3.010 Part D. Use Standards 10 (b) as not applicable. Staff should find. Testimony provided by Louis Toth P.E., Dated March 19, 2020 referenced here: <https://edocs.puc.state.or.us/efdcs/HTB/pcn4htb123331.pdf> / PCN ____ - UEC100 - Toth Testimony -03182020 .pdf provides that information.

"Circuits other than the Transmission Line to Olson Rd Substation that will be initially connected to the "breaker and half scheme" will be 230 kV lines connecting to the new

Wheatridge West wind turbine generation complex and BPA's Morrow Flat source substation.

The Hwy 730 Switchyard will be designed and sized for long term flexibility and expansion to accommodate future needs". Clearly this states this project will be tied to an " associated transmission line" and thus will need to be added to the criteria for approval and addressed.

Public health and safety has clearly not been addressed. Overhead power lines can present health challenges. "Implantable medical devices are becoming increasingly common. Two such devices, pacemakers and implantable cardioverter defibrillators (ICDs), have been associated with problems arising from interference caused by magnetic and electric fields. This type of interference is often termed electromagnetic interference or EMI. EMI can cause inappropriate triggering of a device or inhibit the device from responding appropriately."

Butrous, G.S., J.C. Male., et. al. 1983. The Effect of Power Frequency High Intensity Electric Fields on Implanted Cardiac Pacemakers. *Pacing & Clinical Electrophysiology*. 6:1282-1292.

2002 Report from the State of California In response to a California Public Utilities Commission request, three scientists from the California Department of Health Services reviewed the studies related to possible health problems from exposure to EMF created by power lines. The report's major conclusions are:

- To one degree or another, scientists from DHS are inclined to believe that EMFs can cause some degree of increased risk of childhood leukemia, adult brain cancer, Lou Gehrig's Disease, and miscarriage.

The currents induced in the body by magnetic fields are greatest near the periphery of the body and smallest at the center of the body. It is believed the magnetic field might induce a voltage in the tissue of human body which causes a current to flow through it due to its conductivity of around them. The magnetic field has influence on tissues in the human body. These influences may be beneficial or harmful depending upon its nature. The magnitude of surface charge and internal body currents that are induced by any given source of power-frequency fields depends on many factors. These include the magnitude of the charges and currents in the source, the distance of the body from the source, the presence of other objects that might shield or concentrate the field, and body posture, shape, and orientation.

For this reason the surface charges and currents in which a given field is induced are very different for different human and animals. When a person who is isolated from ground by some insulating material comes in close proximity to an overhead transmission line, an electrostatic field is set in the body of human being, having a resistance of about 2000 ohms. When the same person touches a grounded object, it will discharge through his body causing an amount of discharge current to flow through the body. Discharge currents from 50-60 Hz electromagnetic fields are weaker than

natural currents in the body, such as those from the electrical activity of the brain and heart.

For human beings the limit for an undisturbed field is 15 kV/m, R.M.S., to experience possible shock. Strong, artificial EMFs like those from power lines can scramble and interfere with your body's natural EMF, harming everything from your sleep cycles and stress levels to your immune response and DNA cell enlargement. Further, the growth can be stunted which may be due to poor action of hormones responsible for cell division and cell enlargement. The bio-chemical changes produced in this plant due to EMF stress quite obvious and it affects the production leading to economic loss. It is concluded that the reduced growth parameter shown in the crop plants would indicate that the EMF has exerted a stress on that plants and this EMF stress was quite obvious and it affects the production leading to economic loss. So further research activities are needed to safe guard plants from EMF stress. (* The Tallman's grow a garden for their business)

This 115 kV alternative would not be as economically effective as building the Transmission Line since it would not only require 115 kV line upgrades, but it would also require major revisions to the BPA Boardman 230/115 kV source transformer and related facilities. These items would be in addition to existing 115 kV line upgrades.

In summary, this testimony indicates merely upgrading 115 kV conductors to larger sizes is not an optimal alternative since it involves adding a very expensive new source 230/115 kV transformer(s) to the area system to provide for added 115 kV capacity. In addition, it is noted

Cost alone may not be considered when considering alternatives. This criteria has not been met. As upgrading the lines would have no impacts to agricultural operations, no resource consumption and affect no new landowners. Therefore, they have not met the use standards.

The application speaks of construction, operation, maintenance, but does not address distribution. Is that because it is not a transmission line, but a power distribution line? The UEC has indicated that the power will be redistributed to residences and industries throughout the city and county. There will be many more impacts to come as this distribution occurs. The county needs to protect future impacts on property owners and agricultural lands by requesting that all distribution lines be constructed underground. This will mitigate impacts to the City and surrounding commercial and residential land and eliminate impacts to EFU lands.

Morrow County Morrow County Zoning Ordinance Article 3 Section 3.010

This is the adopted definition of a Utility Service by Morrow County, this is not what they are asking.

Utility facility service lines are utility lines and accessory facilities or structures that end at the point where the utility service is received by the customer and that are located on one or more of the following:

- a. A public right of way;
 - b. Land immediately adjacent to a public right of way, provided the written consent of all adjacent property owners has been obtained; or
 - c. The property to be served by the utility.
- Specifically , the applicant asks for, "Utility facility necessary for public service" a utility facility line ends at the end user and that is not what this application is asking.

Morrow County Zoning Ordinance Article 1

Utility Facility. Any major structure owned or operated by a public, private, or cooperative electric, fuel, communication, sewage, or water company for the generation, transmission, distribution, or processing of its products or for the disposal of cooling water, waste, or byproducts, and including power transmission lines, major trunk pipelines, power substations, dams, water towers, sewage lagoons, sanitary landfills, and similar facilities, but excluding local sewer, water, gas, telephone and power distribution lines, and similar minor facilities allowed in any zone.

This utility facility proposal is being sold as a transmission line, It is clearly a power distribution line. Coming from a switch yard directly to an end user. This use is not accepted under Utility Facility and does not serve the public good.


If and when the power will be redistributed to residences and industries throughout the city and county there will be many more impacts to come as this distribution occurs. The county needs to protect future impacts on property owners and agricultural lands by requesting that all distribution lines be constructed underground. This will mitigate impacts to the City and surrounding commercial and residential land and eliminate impacts to EFU lands.

Use Standards 10 (1) (f) "locationally-dependent"

Lack of consideration was given by someone in the process as it was initiated. [ie The final land owner (the site selection group), the City or County Planning staff.] The matter seems to have been "oh well, it will come out in the end, the EFU landowner can bear the burden". This should have been a question of considerable thought before purchase and construction start, not as a matter to bring pressure prior to a public preliminary finding of fact land use decision or Public Utilities Commission hearing.

Thank you.

Sincerely,



Terry & Cheryl Tallman, Morrow County Landowners

Stephanie Case

From: J. Fletcher Hobbs <fletcher@cfsilage.com>
Sent: Wednesday, May 20, 2020 8:23 PM
To: Stephanie Case
Subject: Umatilla Electric Cooperative PUC
Attachments: Case letter UEC PUC.pdf

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

Greetings,

Attached is a letter. Thank you in advance for reading it.

Respectfully,

J. Fletcher Hobbs

WALO LLC

325 Yates Lane
Boardman, OR 97818
(541)377-3349

Stephanie Case,

I am writing to you because I received the preliminary findings of facts for a power distribution line to the Vadata buildings. I own property under the proposed preferred route as well as the proposed alternate route. I have been in contact with TOTH and UEC and most of my neighbors. I have also attended several meetings related to the effort to get power to Vadata.

After initially rejecting the idea of the power distribution line over my property, I attempted to make a deal with UEC to allow a city street to share part of the proposed easement with the City of Boardman because the city is going to be required to install one to comply with DOT interstate regulations. I offered any proceeds from the easement to be given to the city to help complete the project. After several planning meetings; UEC agreed, but returned agreements with ambiguous language regarding the street which would prevent the project from coming to fruition. I have offered to draft an agreement and looked at their revised agreements, but have met resistance.

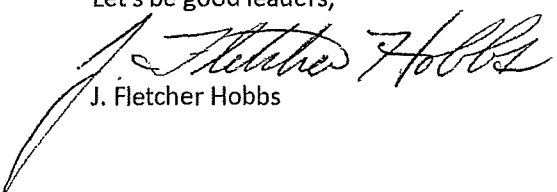
There are routes available to get the power to the site through an industrial area North of I-84. The cost is said to be greater, but in all the meetings I have attended relating to getting power to Vadata, I have not seen evaluation of that route. Even if the cost truly is greater; the burden should be placed on the customer needing the distribution line, not the surrounding community which already afforded Vadata hundreds of millions of dollars in tax deferments.

I have struggled to come to terms with this project. I understand that growth is part of human existence, and that things don't always end up the way I want them to. The reality for me is that if I allow UEC to take 1.5 acres for a distribution line to Vadata, and the City of Boardman to take 1.5 acres for their street; I will no longer be able to operate at the facility I spent my life's wealth on. I am one of the largest employers in this area. I pay my employees well, and I ensure my customer's profits. Custom Feed Services is now a keystone company in this community. I did all due diligence before even buying this property to ensure it would work for my company and the community we chose for our home.

When I speak with the Tallmans and hear that UEC's offer would have Terry leave his garden; I am angered about the things they say regarding him being unreasonable. When I look at the map of the proposed route with the Fredericksons; my heart breaks thinking about each of their homes being affected by this project.

I think there are good people leading our community, but there is a misguided group mentality that this Vadata project needs to be pushed through. There are rules, laws, and guidelines that are being bent to the will of Vadata. Those rules, laws, and guidelines were put there to help leaders make the right decisions when dealing with people or entities that we need, but don't necessarily carry the same values that make a successful community.

Let's be good leaders,


J. Fletcher Hobbs

Stephanie Case

From: Mary Killion <mary.killion@outlook.com>
Sent: Monday, July 6, 2020 1:03 PM
To: Stephanie Case
Subject: Morrow County Planning

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

Hello, Stepahnie-

My name is Mary Killion. I have lived in Morrow County, Boardman area, since mid-2002. Recently, I have been made aware of an issue involving land use in Morrow that I would like to oppose. Umatilla Electric Cooperative plans to condemn a piece of land in order to upgrade utilities for the City of Boardman and Port of Morrow. The current utility needs are being met, but they claim that this is an essential upgrade. In the Introduction of the Morrow County Comprehensive Plan, paragraph 5(b) it states; "...all too often land use policies therefor take a totally negative view toward growth. In actuality, such plans and regulations should only take a negative view toward unplanned or poorly planned growth; the results, thereof ultimately costing the general public and the taxpayer uncalled for and unnecessary damages to their physical, social, economical and environmental well-being..."

I believe this section of the Comprehensive Plan behooves the Morrow County Planning Department to take a strong stance against the negative impacts of development.

The intention of Umatilla Electric Cooperative (UEC) to condemn the land where Fletcher Hobbs currently operates CFS, a profitable and sustainable business; is a detriment to our county. CFS provides a vital service to Morrow County; it supports several other businesses and also has plans to grow and employ even more than the current staff of 50 employees. Without CFS in our county, those businesses will have to find another outlet for the very services that are currently being provided by CFS. Mr. Hobbs has personally and professionally been a advocate and supporter for our local FFA groups and other youth activities such as the Morrow County Fair. He embodies everything that Morrow County needs from a business.

Mr. Hobbs has been compliant with the PUC and UEC with trying to develop a plan that is mutually beneficial. Even though such plans have been attainable, UEC insists that they declare Eminent Domain over the majority of Mr. Hobbs's property and push him out of business. I have searched public records for reasons why such a drastic improvement is necessary for this area and I cannot find anything on record. The current system is completely adequate for the current need. It is therefore my belief that there is more going on than meets the eye. If this is allowed to go through and "more power" is available; what is the benefit to our county? We would have lost a thriving and growing business that enhances our county industry and employs currently 50+ employees and also provided the means necessary to further destroy our county land with Vadata and assorted other tax-deferred entities.

Umatilla Electric has the responsibility to ethically meet the needs of their customers. By pushing through this upgrade, while other options remain available for routing, they are not being ethical nor are they serving our county- they are only serving the agenda of one customer. I propose that the Morrow County Planning Department either prove that this improvement is required for current use or take a stand against it. Public comment on this issue is closing on July 16th. Please address this issue with a strong stand for Morrow County and our future.

Thank-you for your service to Morrow County.

Sincerely,

Wes Killion
Mary Killion



TOMMY A. BROOKS

tbrooks@cablehuston.com
cablehuston.com

May 20, 2020

VIA EMAIL

Stephanie Case
Interim Planning Director
Morrow County Planning Department
P.O. Box 40
205 Third Street NE
Irrigon, OR 97784
scase@morrow.county.or

**RE: LUD-N-26-20 - UEC 230kV Line
Applicant's Response to Comments**

Dear Ms. Case:

This firm represents Umatilla Electric Cooperative (“UEC”), applicant in the above-captioned land use matter. The purpose of this letter is to provide the County with a response to the comments it received regarding its Preliminary Findings of Fact. Please include this letter in the record for this matter.

Background and Legal Context

As an initial matter, UEC would like to provide the County with a more detailed explanation of the legal context in which this application is being made. As explained in UEC’s application, the proposed Transmission Line will be partially sited within the County’s Exclusive Farm Use (“EFU”) zone. Unlike most zoning designations, the EFU zone is statutorily controlled at the state level. Any analysis of whether and how a use is allowed in EFU zone, therefore, relies on the application of state statutes – specifically those statutes in ORS Chapter 215.

While the provisions in ORS Chapter 215 generally allow only farm uses in the EFU zone, ORS 215.283 expressly allows several nonfarm uses as well. ORS 215.283 is further divided into two primary subsections. The Oregon Supreme Court has concluded that the legislature intended the uses delineated in ORS 215.283(1) to be uses “as of right,” and “a county may not enact or apply legislative criteria of its own” to those uses. *Brentmar v. Jackson Cty.*,

321 Or 481, 496 (1995). As a result, the only applicable criteria in the EFU zone for uses listed in ORS 215.283(1) are those criteria found in state statute or in state rules implementing those statutes.

ORS 215.283(1)(c) identifies “utility facilities necessary for public service” as one of the nonfarm uses allowed in the EFU zone as of right. The Land Use Board of Appeals (“LUBA”), in a case involving Umatilla County, acknowledged that a transmission line is a type of utility facility that falls within the scope of ORS 215.283(1)(c). *WKN Chopin LLC v. Umatilla County*, 66 Or LUBA 1 (2012) (“*WKN Chopin*”).

The *WKN Chopin* case is highly relevant to UEC’s current proposal in Morrow County. First, applying the standard set forth in *Brentmar*, LUBA confirmed that “the uses allowed under subsection (1) [of ORS 215.283] are permitted outright and are only subject to *statutory* standards.” (Emphasis original). Second, LUBA acknowledged in that case the distinction between a transmission line that serves a wind facility and the wind facility itself, the latter of which falls within the scope of ORS 215.283(2) and, therefore, can be further governed by local criteria. Based on the holdings in *Brentmar* and *WKN Chopin*, the only standards applicable to UEC’s Line are the statutory standards in ORS 215.275 (relating generally to utility facilities necessary for public service). As long as the Transmission Line meets those criteria, the County must approve the portions of the use located in the EFU zone.

As used in ORS 215.283 and refined by ORS 215.275, the “necessity” of a utility facility refers to the necessity to be in the EFU zone. LUBA has explained that, to comply with ORS 215.275, an applicant must first make a reasonable effort to identify reasonable non-EFU zoned sites. This includes considering any reasonable non-EFU zoned sites that are identified by other parties. If non-EFU sites are identified, the applicant must demonstrate that those alternative sites are not feasible based on one or more of the factors set out in ORS 215.275(2). *Getz v. Deschutes County*, 58 Or LUBA 559 (2009).

For UEC, locating the line in the EFU zone is necessary because the end of the line at the 730 Switchyard is completely surrounded by EFU zoned land, and there is no way to get to other non-resource zoned lands without crossing the EFU. UEC also explains in its application the technical and engineering basis for the route it selected. Those materials are supported by the testimony UEC provided to the Oregon Public Utility Commission (“PUC”), portions of which we are providing for the County to include in the record of this proceeding.

It is noteworthy that the consideration of alternative sites applies only to the determination of whether the facility must be sited in the EFU. Once that decision is made, the applicant does not have to consider alternative locations that are also within an EFU zone. See *WKN Chopin* at *11.

It is in this context that the County should consider the comments it received regarding UEC’s application.

Response to Comments

The County received comments in opposition to the line from Gary Frederickson, both directly and through his attorney Mr. Blanc. The comments from Mr. Frederickson primarily state the he was still reviewing the application, and he does not cite any approval criteria that UEC has not satisfied. Mr. Frederickson does state his belief that there are other routes for the transmission line that could be “less disruptive” north of I-84. However, Mr. Frederickson’s email does not identify what disruptions he believes are associated with the proposed route. UEC therefore cannot respond to that specific argument.

The letter from Mr. Blanc on behalf of Mr. Frederickson goes into more detail. Mr. Blanc first states that UEC’s transmission line is a “utility facility” with “associated transmission lines.” Based on that statement, and a statement that the County’s code does not define “associated transmission lines,” Mr. Blanc believes the County should have applied the criteria for associated transmission lines in addition to the standards for utility facilities necessary for public service. To the contrary, an “associated transmission line” is only one type of “utility facility necessary for public service” that is not relevant here.

The regulations for associated transmission lines are found in ORS 215.274, which establishes the criteria for when such lines are necessary. That statute defines an “associated transmission line” by reference to ORS 469.300, which in turn states that such lines are “new transmission lines constructed to connect an energy facility to the first point of junction of such transmission line or lines with either a power distribution system or an interconnected primary transmission system or both or to the Northwest Power Grid.” This same definition appears in Article 1 of the Morrow County Zoning Ordinance. UEC’s proposed transmission line is not being used to connect an energy facility to UEC’s system or to BPA’s transmission grid. It therefore does not qualify as an associated transmission line, and none of the associated transmission line regulations apply to UEC’s proposal.

The County received email comments from Casey and Nikki Huxoll. In those comments, the Huxolls urge the County to deny the application based on concerns of lower property values, increased traffic, and other health and noise concerns. Of note, none of these concerns address the criteria in ORS 215.275 (or the County’s zoning ordinance implementing those regulations), and the Huxolls do not assert that UEC’s application fails to meet the applicable approval criteria. As stated above, as long as the transmission line satisfies the statutory requirements for being necessary to be in the farm zone, it must be approved. Those statutory requirements do not impose any compatibility requirements such as those raised by the Huxolls, especially compatibility with areas outside of the EFU zone. Moreover, it is not clear from the Huxolls’ comments how such impacts would actually exist. The transmission line, for example, is a very passive use and will not result in increased traffic as the Huxolls suggest.

The County received email comments from Jonathan Tallman. Those comments, however, do not address UEC’s application or the approval criteria. Instead, these comments pose a question regarding whether there will be a need for future transmission lines. UEC has an obligation to provide service in its service territory. It is constantly assessing the needs of its customers and engages in long-term planning efforts to identify what lines will be needed and

when those lines will be needed. The proposed transmission line is part of that effort and UEC has determined that the line is necessary in light of recent and future load growth in the Boardman area. This includes not just customers close to the proposed line, but also the area where the Port of Morrow has planned for significant growth.

The County also received comments from Terry and Cheryl Tallman. With respect to land use issues, the comments from the Tallmans state that the application does not comply with several Statewide Planning Goals (“Goals”) and various provisions of the County’s comprehensive plan. However, the Goals and comprehensive plan provisions are not applicable. Once a county has an acknowledged comprehensive plan in place, the Goals cease to apply to specific land use applications. Further, comprehensive plans are implemented by specific land use regulations and are not, in and of themselves, approval standards. *See Von Lubken v. Hood River County*, 104 Or App 683, 689 (1990). Based on these established legal doctrines, only the County’s land use regulations apply and, in this case, those regulations must implement ORS 215.275, which does not impose any additional criteria grounded in the Goals or local comprehensive plan provisions. *See W.K. Chopin* at *19 (“As we have already noted, under *Brentmar v. Jackson County*, the county is not permitted to impose local land use standards on uses that are permitted under subsection (1) of ORS 215.283.”).

The Tallmans state that the transmission line UEC proposes is in fact a distribution line that should be viewed under different criteria. This argument is based on the Tallmans’ belief that the line will go “directly to an end user.” To the contrary, as described in the application, the transmission line will connect a switchyard to a substation and will not be directly connected to any single customer.

The Tallmans’ comments raise concerns similar to those raised by Mr. Frederickson and the Huxolls relating to associated transmission lines and compatibility issues. For the same reasons stated above, those concerns are not related to the approval criteria applicable to UEC’s application.

The Tallmans’ comments raise concerns about impacts in the City of Boardman. UEC has been in close communication with the City to ensure its application is consistent with the City’s land use regulations. Because those regulations are not relevant to the County’s consideration of the portion of the transmission line in the EFU zone, UEC will not be responding to each of those concerns as part of this proceeding, with one exception. The Tallmans mention that the City of Boardman has an undergrounding requirement for new utilities. That is true, except the requirement does not apply to lines that are at transmission-level voltage that are not traditionally placed underground. UEC has confirmed with the City that this requirement will therefore not apply to the proposed transmission line.

Finally, separate from land use issues, the Tallmans’ comments reference the Oregon Public Utility Commission (“PUC”) proceeding UEC is currently engaged in. It is important to recognize the distinction between that process and the County’s land use process. The County, as the land use regulator, will determine if it is necessary for the transmission line to be within the EFU zone. The County must determine that it is, because there is no route, much less a feasible route, that would allow UEC to connect a line from the 730 Switchyard to the rest of its

system, as that site is completely surrounded by EFU parcels. The PUC, for its part, will consider if the transmission line is necessary from a technical standpoint, and the PUC will not independently decide whether the line meets the County's land use requirements. Contrary to the statement made by the Tallmans, the PUC will hold multiple hearings during which landowners along the route can provide input into the PUC's proceedings.

The final comment the County received was from Jim Doherty. Mr. Doherty's email primarily requests clarification regarding the City's variance process relating to undergrounding utilities. As noted above, UEC has been working with the City to ensure the transmission line is compatible with the City's regulations, and the undergrounding requirements are not applicable to the transmission line. Mr. Doherty also expresses concern whether UEC has chosen the right route for the transmission line. UEC has been working diligently to find the best route that is the most compatible with landowner needs and the needs of its member customers. The alternatives analysis UEC performed to determine the route for the transmission line is explained in great detail in the UEC's application to the PUC. Those materials are publicly available on the PUC's website at the following address:

<https://apps.puc.state.or.us/edockets/edocs.asp?FileType=HTB&FileName=pcn4htb123331.pdf&DocketID=22349&numSequence=3>

Included with this letter is a portion of those materials – specifically, we are providing the testimony of UEC's engineering consultant that describes the need for the transmission line and the alternatives analysis performed to determine the route of the line.

At the end of the day, the route chosen by UEC strikes the best balance. The specific question before the County in this land use application is not whether there are other routes available to UEC, but whether the proposed route meets the approval criteria. UEC will continue to work with landowners to make sure it sites facilities in a manner that serves the greatest public good with the least private detriment.

Based on the foregoing, most of the comments the County received do not identify approval criteria that have not been satisfied. Further, for the few land use criteria that are identified, UEC has demonstrated that those criteria are not applicable to this land use application. The County should therefore proceed with approval of the transmission line as set forth in its original notice.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tommy A. Brooks', written in a cursive style.

Tommy A. Brooks

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **PEREMPTORY WRIT OF MANDAMUS**

on:

Nick R. Blanc
The Blanc Firm, LLC.
39 SE Court Avenue
Pendleton, OR 97801
nblanc@blancfirm.com
Telephone: (541) 215-4810

Justin W. Nelson
Morrow County Counsel
PO Box 664
Heppner, OR 97836
jnelson@co.morrow.or.us
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*Attorneys for Intervenors
Gary and Casey Frederickson*

Attorney for Defendant Morrow County

by the following indicated method or methods:

- by **MAILING** a full, true and correct copy thereof in a sealed, postage-paid envelope, addressed as shown above, and deposited with the U.S. Postal Service at Portland, Oregon, on the date set forth below.
- by notice of **ELECTRONIC FILING** by using the Odyssey File & Serve at the party's email address as recorded on the date of service in the eFiling system (UTCR 21.100(4)), if applicable.
- by causing a full, true and correct copy thereof by **ELECTRONIC MEANS** to the party, at the party's last known email address listed above on the date set forth below.
- by causing a full, true and correct copy thereof to be **HAND-DELIVERED** to the party, at the address listed above on the date set forth below.

DATED: April 14, 2021.

CABLE HUSTON LLP

s/ Casey M. Nokes

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*Attorneys for Relator Umatilla Electric
Cooperative Association*