

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, October 13, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on 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. Property Use License with Oregon State University to conduct ATV Safety Youth Rider Endorsement classes at the Off-Highway Vehicle Park
 - c. Amendment 1 to Oregon Department of Transportation Agreement #35185
 - d. Grant Application Letter of Support – Economic Development Administration’s Build Back Better Regional Challenge
 - e. Law Enforcement Services Agreements with Morrow County School District & Ione School District for School Resource Officers
 - f. Order No. OR-2021-14: Appointing Members to the Board of Property Tax Appeals
 - g. Cattle Guard Permit Application #CG01 from James Kirkpatrick
 - h. Cattle Guard Permit Application #CG02 from Colin Anderson
 - i. Permit Application #OSG from Windwave Communications to Build in the County Right-of-Way
5. **Business Items**
 - a. Compensation Board Direction Discussion (Lindsay Grogan, Human Resources Manager)
 - b. Intergovernmental Agreement for the Procurement of Medical Malpractice Liability Insurance (Nazario Rivera, Public Health Director)
 - c. Morrow County Health Officer Agreement (Nazario Rivera)
 - d. Morrow County Command Team Update
 - e. Building Project Updates
6. **Department Reports**
 - a. Planning Department Monthly Report (Tamra Mabbott)
 - b. Treasurer’s Monthly Report (Jaylene Papineau)
 - c. Justice Court Quarterly Report (Judge Glen Diehl)
 - d. Veterans Services Office Quarterly Report (Linda Skendzel)
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent
10. **Sign documents**
11. **Adjournment**
12. **11:00 a.m. Work Session**

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 Lutcher at (541) 676-5613.

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

Zoom Meeting Information

Join Zoom Meeting

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

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

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

Meeting ID: 541-676-2546

Find your local number: <https://zoom.us/u/abD3eWKYVW>



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

(For BOC Use)
Item #
46

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

Presenter at BOC: Kirsti Cason
Department: MC Parks Department (OHV)
Short Title of Agenda Item:

Date submitted to reviewers: 10/04/2021
Requested Agenda Date: 10/13/2021

(No acronyms please)

Annual Off Highway Vehicle Property Use Agreement with Oregon State University

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:

Signatures and dates for Department Director, Administrator, County Counsel, Finance Office, and Human Resources, with required meeting notations.

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.

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

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

Annual agreement with Oregon All-Terrain Vehicle Safety Youth Rider Endorsement Program (OASYREP) through Oregon State University for the use of the training area located at the Morrow County Off-Highway Vehicle Park. Use of the training area is for All-terrain vehicle (ATV) safety evaluations at the OHV Park. These evaluations when completed provide a location for youth to complete the Oregon State requirement for operating ATV's on public lands in the state of Oregon.

This property use agreement between Morrow County and OSU has been an ongoing annual renewal since 2014.

2. FISCAL IMPACT:

none

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

1. Motion to approve agreement and sign & return to Public Works Department to obtain OSU signatures with the understanding once completed to provide completed document for recording purposes.

Attach additional background documentation as needed.



Youth Rider Endorsement Program

Oregon ATV Safety, 3800, SW Airport Way, Bldg. #4, Redmond, OR, 97756,
Tel :(Shelly 541.410.2755 | Todd Williver 541-815-1515)

10/01/20
Morrow County Public Works Dept.
ATTN: Morrow County Parks
PO Box 428.
Lexington, OR 97839
541-989-8214
mcparks@co.morrow.or.us

Dear Kirsti,

On behalf of the Oregon ATV Safety Youth Rider Endorsement Program, please accept my thanks and gratitude for the use of your property this past year. It will soon be time to renew Property Use License Agreements for 2022.

The Certificate of Insurance that we have from you is current until July 1, 2022. At that time we will need a copy of the new COI.

The COI from OSU is still in effect until July 1, 2022. I will send you a copy of Oregon State University's new COI when I receive it.

I am attaching a copy of the 2022 Property Use License Agreement. Please sign, date, and list your title on the Property Use License, and return it to me.

Thank you again for your support.

Shelly Creach

Shelly Creach
3800 SW Airport Way, Bldg. #4
Redmond, OR 97756
Shelly.creach@oregonstate.edu

PROPERTY USE LICENSE

THIS LICENSE is entered into by and between OREGON STATE UNIVERSITY, hereinafter called UNIVERSITY, and, Morrow County Parks, hereinafter called LICENSOR.

WITNESSETH:

WHEREAS, UNIVERSITY has need of the following property to conduct Oregon ATV Safety Youth Rider Endorsement classes; and

WHEREAS, LICENSOR has property available and is willing to let UNIVERSITY use it;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree to the following conditions:

1. LICENSOR will provide the following property located at Morrow County OHV, 71000 E. Morphine Lane, Heppner, OR 97836. ("Property").
2. LICENSOR is willing to allow UNIVERSITY to use the Property without charging a fee for the usage.
3. UNIVERSITY may use the Property for conducting and supervising ATV Safety Youth Rider Endorsement classes and related business. Any other use is subject to LICENSOR's prior written approval.
4. The period of performance under this LICENSE shall commence on January 1, 2022 and terminate on December 31, 2022.

The terms on Exhibit A are made a part of this LICENSE.

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

LICENSOR:
Morrow County Public Works Dept.
ATTN: Morrow County Parks
PO Box 428.
Lexington, OR 97839
541-989-8214
mcparks@co.morrow.or.us

UNIVERSITY:
OREGON STATE UNIVERSITY

By: _____ Date
Its: Morrow County Commissioner - Chair

By: Nicole Neuschwander Date
Its: Director of Leasing and Strategic Real Property
Management

Exhibit A

STANDARD TERMS AND CONDITIONS

1. RELATIONSHIPS - UNIVERSITY and LICENSOR intend that their relationship at all times and for all purposes under this LICENSE be independent. Neither party is to be considered an agent or employee of the other party for any purpose.

2. EXCUSE FOR NONPERFORMANCE - Neither party shall be held in default for delay or failure to perform caused by unforeseeable events which are beyond the control of the party and which are substantially of the following nature: labor disputes, acts of God, fire, flood, legal acts of public entities, or unusually long delays by public carriers.

3. INSURANCE - UNIVERSITY is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the limits and conditions of the Oregon Tort Claims Act (ORS 30.260 - 30.300). A certificate of insurance will be provided upon request. UNIVERSITY does not waive the right of subrogation.

LICENSOR shall secure at its own expense and keep in effect during the term of this LICENSE, general liability insurance, including contractual liability and completed operations, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. This insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon, with an AM Best rating of no less than A-VII. A Certificate of Insurance will be provided to UNIVERSITY.

4. INDEMNITY - Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, UNIVERSITY agrees to be responsible for damage or third party liability which may arise from its use of the Property, to the extent liability arises out of the negligence of the UNIVERSITY, its officers, board members divisions, agents and employees. UNIVERSITY shall not be required to indemnify or defend LICENSOR for liability arising out of the negligent acts of LICENSOR, its officers, contractors, employees or agents.

LICENSOR shall indemnify, defend, and hold harmless the UNIVERSITY, including its officers, board members divisions, agents and employees, from all claims, suits, or actions of any nature resulting from the negligent acts of the LICENSOR, its officers, contractors, employees or agents under this LICENSE.

5. OBSERVANCE OF LAWS AND REGULATIONS - LICENSOR agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this LICENSE.

6. TERMINATION - This LICENSE may be terminated immediately by mutual consent of both parties or by either party upon thirty (30) days prior written notice. This LICENSE may be terminated for default by either party upon ten (10) days written notice.

7. GOVERNING LAW - This LICENSE shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be filed in the Circuit Court for Morrow County, Oregon.

8. THIS LICENSE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS LICENSE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.



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

(For BOC Use)
Item #
4c

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

Presenter at BOC: Katie Imes
Department: The Loop - Public Transit
Short Title of Agenda Item: Oregon Department of Transportation Agreement 35185 - Amendment No. 1
Date submitted to reviewers: 9/28/21
Requested Agenda Date: 10/10/2021
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Department of Transportation
Contractor/Entity Address: 555 13th St. NE Salem, Oregon 97301
Effective Dates - From: July 1st, 2021 Through: June 30th, 2023
Total Contract Amount: \$136,011 Budget Line: 504-504-3-30-3746
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
Justin Nelson-via email 9/28/21 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):

Amendment No. 1 provides funds to be moved from the Mobility Management project to the Contracted Services project. The contracted service provides Kayak Public Transit service to Irrigon Monday through Saturday. The original allocated dollar amount for this project provided one year of service, with the plan being to launch new services in the area in 2022. Due to an unknown launch date for the new service, this amendment has been requested to provide an additional year of purchased service to Irrigon in the event it is needed.

2. FISCAL IMPACT:

Increase to 504-504-5-20-3746 Materials and Services \$13,374

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

Motion to approve and sign Amendment No. 1 for ODOT agreement #35185

Attach additional background documentation as needed.

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35185
Morrow County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Morrow County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 20, 2021**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to reallocate funding between projects.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Morrow County, by and through its
Board of Commissioners

By _____
(Legally designated representative)

Printed name: Chair Don Russell

Date: October 13, 2021

By _____

Printed name: Commissioner Jim Doherty

Date: October 13, 2021

By _____

Printed name: Commissioner Melissa Lindsay

Date: October 13, 2021

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date: October 13, 2021

Recipient Contact:

Katie Imes
PO Box 495
Heppner, OR 97836
1 (541) 676-5667
kimes@co.morrow.or.us

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 09/08/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: 5310 Morrow County 35185				
Item #1: Mobility Management - 5302(a)(1)(L)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$63,595.00	\$57,064.00	\$6,531.00	Local
Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$47,042.00	\$42,211.00	\$4,831.00	State Funds
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$25,374.00	\$22,768.00	\$2,606.00	Local
Sub Total	\$136,011.00	\$122,043.00	\$13,968.00	
Grand Total	\$136,011.00	\$122,043.00	\$13,968.00	

1. PROJECT DESCRIPTION

A. Mobility Management

Mobility management is an approach for managing and delivering coordinated transportation services to customers, including seniors, people with disabilities, and individuals with lower incomes.

Eligible mobility management activities include:

- *Operating transportation brokerages to coordinate service providers, funding resources, and customer needs;*
- *Coordinating transportation services for seniors, individuals with disabilities, and individuals with low incomes;*
- *Supporting local partnerships that coordinate transportation services;*
- *Staffing the development and implementation of coordination plans;*
- *Providing travel training and trip planning activities for customers;*
- *Developing and operating traveler call centers to coordinate travel information, manage eligibility requirements, and arrange customer travel; and*
- *Planning and implementing the acquisition of intelligent transportation technologies to operate a coordinated system.*

Reimbursements for this task under Section 5310 shall not exceed \$69,064.

B. Preventive Maintenance

This Agreement provides funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

Reimbursements for this task under Section 5310 shall not exceed \$42,211.

C. Purchased Services

This Agreement provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in and around Morrow County, Oregon

and to support the administrative costs required to manage the service contract.

Reimbursements for this task under Section 5310 shall not exceed \$10,767.

2. PROJECT DELIVERABLES, TASKS and PERFORMANCE MEASURES

A. Mobility Management

Mobility management projects include planning, training, and management activities for improving coordination among public transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation agencies and increase service options that would not otherwise be available for seniors, people experiencing disabilities, and other riders of public transportation.

Recipient will provide call center services and travel orientation targeted to seniors and individuals with disabilities residing in Morrow County, Oregon. Funds will support staff serving as dispatch, travel trainer and mobility manager. The staff in these positions will provide travel training and orientation targeted to seniors, individuals with disabilities, and the general public.

Recipient will conduct travel training with a goal of removing barriers and allowing seniors to age in place and maintain independence. This task shall include one-on-one travel training and at least one targeted community outreach campaign. The goals of this task are to improve access to transportation by providing supportive education in a safe environment and to improve coordination of transportation resources.

The following measure is established to evaluate the effectiveness of the project over the Agreement period:

Number of customer contacts served by Mobility Management Program: 9,000

Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project.

B. Preventive Maintenance

Recipient will complete all preventive maintenance tasks prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State, upon request, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.

C. Purchased Services

The contracted service will be provided by a contractor selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services funded under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities Program" will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Service changes should occur in adherence with federal guidance outlined in Title VI Circular 4702.1B.

Recipient will market the services in an inclusive and culturally appropriate manner.

Recipient is encouraged to set realistic goals and establish measurable outcomes. Progress meeting established goals and outcomes can be shared in Recipient's Agency Periodic Report (APR).

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

The following performance measure will be used to evaluate the effectiveness of the project.

A ridership goal is established for this project as follows.

*One-Way Rides for the biennium of fiscal years 2022 and 2023: 3,200
Unduplicated Riders for the biennium of fiscal years 2022 and 2023: 75*

Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

This Agreement covers contracted public transportation provision, as defined under the 49 USC Section 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

Eligible mobility management expenses are administrative or planning costs to develop new projects and do not include capital costs other than durable equipment, supplies, or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$4,999 of the total project cost.

4. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project.

A. Mobility Management

Recipient will provide a quarterly narrative progress report and a fiscal report in addition to the regular quarterly report required by State. This report will be attached to the quarterly agency periodic report. For each task, Recipient will report:

- a. The task status, including any issues encountered and the planned resolution;*
- b. Hours expended on the tasks to date*
- c. The cost for each task; and*
- d. The percentage of completion.*

Task costs will specify labor and non-labor expenses including staff travel and professional consultant expenses, as applicable. Labor expenses shall be reported as an hourly labor rate multiplied by the number of hours expended to date on the task.

B. Preventive Maintenance

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

C. Purchased Services

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. Invoices from purchase service contractors should be attached to each reimbursement request and show a breakdown of expenses, a description of the service provided (hours, rate, quantity of service), the date(s) of the service, and other relevant service performance information. In-house charges must be documented showing time specifically associated with the project.

In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its APR. Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.



Board of Commissioners

P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

October 13, 2021

The Honorable Gina M. Raimondo, Secretary
U.S. Department of Commerce
Herbert Clark Hoover Building, 1401 Constitution Avenue N.W.
Washington, D.C. 20230

Regarding applicant:	Mid-Columbia Economic Development District, OR & WA
In cooperation with:	The Columbia River Ag Technology Coalition
Initiative name:	Ag Technology Industry Cluster Initiative
Funding Opportunity No.:	EDA-HDQ-ARPBBS-2021-2006976
Funding Opportunity Title:	FY 2021 American Rescue Plan Act Build Back Better Regional Challenge, Department of Commerce

Dear Secretary Raimondo,

Morrow County is pleased to be a partner in the proposed Build Back Better Regional Grant project application, together with our neighboring counties to the east, west and north. Morrow County shares many of the same socioeconomic challenges faced by our neighboring counties, particularly during the COVID Pandemic. Morrow County has many unique agriculture related attributes that we seek to develop as part of the regional project.

In 2020, Portland General Electric permanently closed the Boardman Coal Plant, leaving a significant gap in property tax revenue, as well as, a loss of family wage jobs. Retirement of the coal plant is underway. We recognize that general fund revenue and jobs will never be replaced.

As a member of the Columbia River Ag Technology Coalition, Morrow County supports the Coalition's initiative to grow the ag technology industry within our region, and we support Mid-Columbia Economic Development District's (MCEDD) application to the U.S. Department of Commerce for the 2021 Build Back Better Regional Challenge in support of that initiative. Representatives from our organization have read the application and are committed to executing the component project(s) they have developed.

The initiative intends to grow the ag technology industry through investments in workforce development, entrepreneurial programs, infrastructure, and planning work to identify and address key challenges in agricultural production through development of innovative, technology-based solutions. The Coalition is comprised of partners representing community colleges, universities, research institutions, economic development organizations, local government (including a designated coal community), and Tribal partners.

The goals for this initiative include:

- Grow existing and support the establishment of new ag technology businesses, attract private investment and create new, well-paying jobs
- Develop workforce programs that support ag technology industry growth, including new career pathway programs for agricultural workers
- Commercialize new technologies developed by university partners and facilitate integration into production agriculture
- Yield growth and more efficient use of inputs for ag producers through adoption of new technologies, resulting in more profitable and sustainable farms

Specific resources Morrow County brings to the coalition include the Lexington Airport, which historically has served private aircraft and agricultural aerial applicators for farms and is evolving into a multi-purpose airport with unmanned aerial vehicles (UAVs) and other innovative technology. Morrow County is home to the largest inland port, the Port of Morrow, and the largest dairy in the Pacific Northwest, Threemile Canyon Farms, and all three organizations work in concert to support agriculture programs.

Our organization endorses MCEDD's application to the Build Back Better Regional Challenge program in support of the Columbia Basin Ag Technology Coalition.

Sincerely,

Don Russell
Chair

Jim Doherty
Commissioner

Melissa Lindsay
Commissioner

Cc: Mr. Wes Cochran, Oregon EDA Administrator



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

(For BOC Use)
Item #
42

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

Presenter at BOC: John Bowles, Undersheriff
Department: Sheriff's Office
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 10-6-2021
Requested Agenda Date: 10-13-2021

Provide School Resource Officer Services to Morrow County School District

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: Morrow County School District
Contractor/Entity Address: 235 E. Stansbury/ PO Box 100, Heppner, OR 97836
Effective Dates - From: August 2021 Through: June 2022
Total Contract Amount: \$75,000 Budget Line: 101-113-3-40-4745
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

John A. Bowles 10/6/21 Department Director Required for all BOC meetings
ADMINISTRATOR 10/10/21 Administrator Required for all BOC meetings
* JUSTIN NELSON 9/30/21 County Counsel *Required for all legal documents
K. Knop via email 10-6 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.

* OK PER email w/ U.S BOWLES

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Sheriff's Office to provide School Resource Officer Services to the Morrow County School District for the 2021-2022 school year.

THE ONLY THING CHANGING ON THIS AGREEMENT FROM LAST YEAR, IS THE DATES

2. FISCAL IMPACT:

Income \$ 75,000.

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

Recommend the Morrow County Board of Commissioners sign the Agreement.

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT
MORROW COUNTY SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S
OFFICE**

THIS AGREEMENT commencing on 1st day of August 2021, by and between the MORROW COUNTY SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
 - a. MCSO will provide (1) officer as SRO in Irrigon who will work with the District an average of 40 hours per week while school is in session. On weeks that there are not 40 hours scheduled in the school, the SRO will work for MCSO.
 - b. MCSO will provide (0.50) officer as SRO in Heppner who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
 - c. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the

SRO's presence is requested. The superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
 - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
 - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
- a. The District shall pay Morrow County \$50,000 for the SRO serving Irrigon schools and \$25,000 for the SRO serving the Heppner schools. Payment will be made in two payments for the 2021-2022 school year. The first payment of \$37,500 will be due on or before the 15th day of December 2021. The second and final payment of \$37,500 will be due on or before the 15th day of March 2022. The total payment should not exceed \$75,000.
 - b. The District should not require any overtime. If the SRO is needed for any special activities the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
 - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes

including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2021-2022 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Morrow County School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent
Morrow County School District
PO Box 100
235 E. Stansbury St
Heppner, Oregon 97836

Morrow County Sherriff
PO Box 159
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the

postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

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

Don Russell, Chair

Date: _____

Jim Doherty, Commissioner

Date: _____

Melissa Lindsay, Commissioner

Date: _____

Approved as to Form:

Morrow County Counsel

Date: _____

MORROW COUNTY SHERIFF'S OFFICE

Kenneth W. Matlack
Kenneth W. Matlack, Sheriff
Morrow County Sheriff's Office

Date: 10-04-21

MORROW COUNTY SCHOOL DISTRICT

Dirk Dirksen
Dirk Dirksen, Superintendent
Morrow County School District

Date: 10-6-2021

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Sheriff's Office to provide School Resource Officer Services to the Ione School District for the 2021-2022 school year.

THE ONLY THING CHANGING ON THIS AGREEMENT FROM LAST YEAR, IS THE DATES

2. FISCAL IMPACT:

Income \$ 25,000.

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

Recommend the Morrow County Board of Commissioners sign the Agreement.

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT
IONE SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT commencing on 1st day of August 2021, by and between the IONE SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

- I. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
 - a. MCSO will provide (0.50) officer as SRO in Ione who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
 - b. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
 - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
 - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
 2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
 - a. The District shall pay Morrow County \$25,000 for the SRO serving Ione. Payment will be made in two payments for the 2021-2022 school year. The first payment of \$12,500 will be due on or before the 15th day of December 2021. The second and final payment of \$12,500 will be due on or before the 15th day of March 2022. The total payment should not exceed \$25,000.
 - b. The District should not require any overtime. If the SRO is needed for any special activities, the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
 - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
 3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
 4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO

Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2021-2022 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Ione School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent
Ione School District
PO Box 167
445 Spring Street
Ione, Oregon 97843

Morrow County Sherriff
PO Box 159
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may

not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

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

Don Russell, Chair

Date: _____

Jim Doherty, Commissioner

Date: _____

Melissa Lindsay, Commissioner

Date: _____

Approved as to Form:

Morrow County Counsel

Date: _____

MORROW COUNTY SHERIFF'S OFFICE

Kenneth W. Matlack

Kenneth W. Matlack, Sheriff
Morrow County Sheriff's Office

Date: 10-04-21

IONE SCHOOL DISTRICT

*Kenn
Dinning*

Jon Peterson

Jon Peterson, Superintendent
Ione School District

Date: 10-6/21

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.

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

IN THE MATTER OF APPOINTING)
MEMBERS TO THE MORROW COUNTY)
BOARD OF PROPERTY TAX APPEALS) ORDER NO: OR-2021-14

THIS MATTER came before the Morrow County Board of Commissioners at its regular public meeting on October 13, 2021 to consider the appointment of members to the Morrow County Board of Property Tax Appeals 2021-2022; and

IT APPEARING to the Board that it is authorized by ORS 309.067 to appoint persons to the pool of members for the Morrow County Board of Property Tax Appeals and to appoint the Chairperson for the board, and that appears that Ed Rollins and David Sykes are non-office-holding residents of Morrow County; and Don Russell as the Governing Body representative; now, therefore,

IT IS ORDERED that Don Russell be appointed as a member of the County Governing Body Pool. Ed Rollins, David Sykes to be appointed as members of the Non-Office-Holding Pool, and the Chairperson Pool. The terms shall begin on October 15, 2021 and end June 30, 2022, or until their successors shall be appointed by the Board of Commissioners; and further that Don Russell is appointed as the Chairperson of the Morrow County Board of Property Tax Appeals until June 30, 2022.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner



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

(For BOC Use)
Item #
49

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
Department: Public Works / Road
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 10/7/2021
Requested Agenda Date: 10/13/2021

Cattle Guard application #CG01 approval

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:

Matt Scrivner 10/7/2021 Department Director
[Signature] 10/14/21 Administrator
County Counsel
Finance Office
Human Resources

Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

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

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

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

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

Morrow County Public Works has received an application for a cattle guard installation on County road #21 (21 road) from the landowner Jim Kirkpatrick. After review of the location, MCPW has provided the landowner with an estimate for a 24' cattle guard and he has agreed to the installation cost. After BOC approval, MCPW will inform applicant of approval. When applicant has paid MCPW in full the installation cost, MCPW will schedule the installation.

2. FISCAL IMPACT:

N/A

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

Morrow County Public Works recommends approval of Cattle Guard application CG01 for landowner Jim Kirkpatrick for installation of 24' cattle guard on the 21 road.

Attach additional background documentation as needed.



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

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

Matt Scrivner
 Public Works Director

Sandi Pointer
 Management Asst.

Eric Imes
 Asst. Road Master

Kirsti Cason
 Administrative Asst.

Morrow County Cattle Guard Permit Application:

Each cattle guard placed in Morrow County right of way must have individual permits.

Application # CG01
Date application received at MCPW: 6/11/2021
Installation and in-service date of cattle guard:

Applicant Name: JAMES L. KORKPATRICK		P [REDACTED]	
Mailing Address: [REDACTED]			
County Road: 21		Township	Section
FOR USE BY MORROW COUNTY PUBLIC WORKS		T6S	20
		26E	26E
GPS Coordinates @ Center of Roadway			
<input checked="" type="checkbox"/> Cattle Guard Approved	<input type="checkbox"/> Cattle Guard DENIED	Date:	Latitude
			45.026061 N
			Longitude
		-119.635142 W	
Cattle Guard Width: 24'	Cattle Guard Supplies		
	Concrete support blocks	16	65.00
Payment Information:	10 foot section of MCPW cattle guard	-	-
	12 foot section of MCPW cattle guard	2	3,468.00
	Cattle guard end wing	2	206.00
	Misc:	-	-
All materials must be paid in full before Morrow County Public Works will schedule installation of cattle guard. Installation dates are approximate and will not interfere with normal County scheduled operations.			\$8,388 ⁰⁰
Applicant Signature & Date	Assistant Road Master Signature & Date	Public Works Director Signature & Date	
[Signature] 6/11/21	Eric L. Imes 6/24/2021	[Signature] 8/24/2021	

A permit application for a cattle guard installation in Morrow County right of way will be reviewed by the Morrow County Public Works department (MCPW) for width and safety standards. Denials of permits can be appealed to the Morrow County Board of Commissioners at a regular scheduled meeting by the applicant within 30 days of denial. One legal landowner will be the permittee of cattle guard. Joint ownership will not be allowed and if ownership of land changes, the new owner will have 60 days from date of acquiring property to update the permit through MCPW at no charge. If permit is not updated within that 60-day period, the permit becomes invalid and MCPW has right to remove cattle guard at any time.

The cattle guard can be purchased at the MCPW office or the landowner may obtain specification drawings and have it built at their own expense to the MCPW standard. Purchase must be made before scheduling installation of said cattle guard. Scheduling of installation will be at the sole discretion of MCPW and shall not take precedent over normally scheduled maintenance or projects within the MCPW road work schedule. Installation shall be completed by MCPW and only MCPW. Landowner will pay for cattle guard, concrete foundation and all fencing supplies located in the County right of way. MCPW will supply labor, road material and equipment to complete the installation.

Cleaning of cattle guard will be completed by MCPW with advance notice by landowner of at least 60 days' notice for the purpose of any need outside MCPW causing the reason for cleaning. If MCPW caused the need for cleaning it will be done within 30 days of notice. Cleaning of cattle guards shall not take precedent over normally scheduled MCPW projects or normal operations.

Maintenance on cattle guards will be paid by the permittee to MCPW within 30 days of repairs being completed. If repairs are not paid within 30 days, the permit can be revoked by MCPW. Any damage directly caused by MCPW will be repaired at MCPW expense. When a cattle guard becomes too damaged for repairs or becomes a safety hazard and needs replaced MCPW will notify landowner of said repairs by written notice and the landowner will have 60 days to make arrangements with MCPW to replace it or it will be removed and another permit will be required. The landowner has the right to appeal the recommended replacement to the Morrow County Board of Commissioners at a regularly scheduled meeting, but the 60-day limit still applies. At any time that MCPW deems a cattle guard to be a road hazard it can be removed immediately and the landowner may be required to bear all costs of reinstallation.

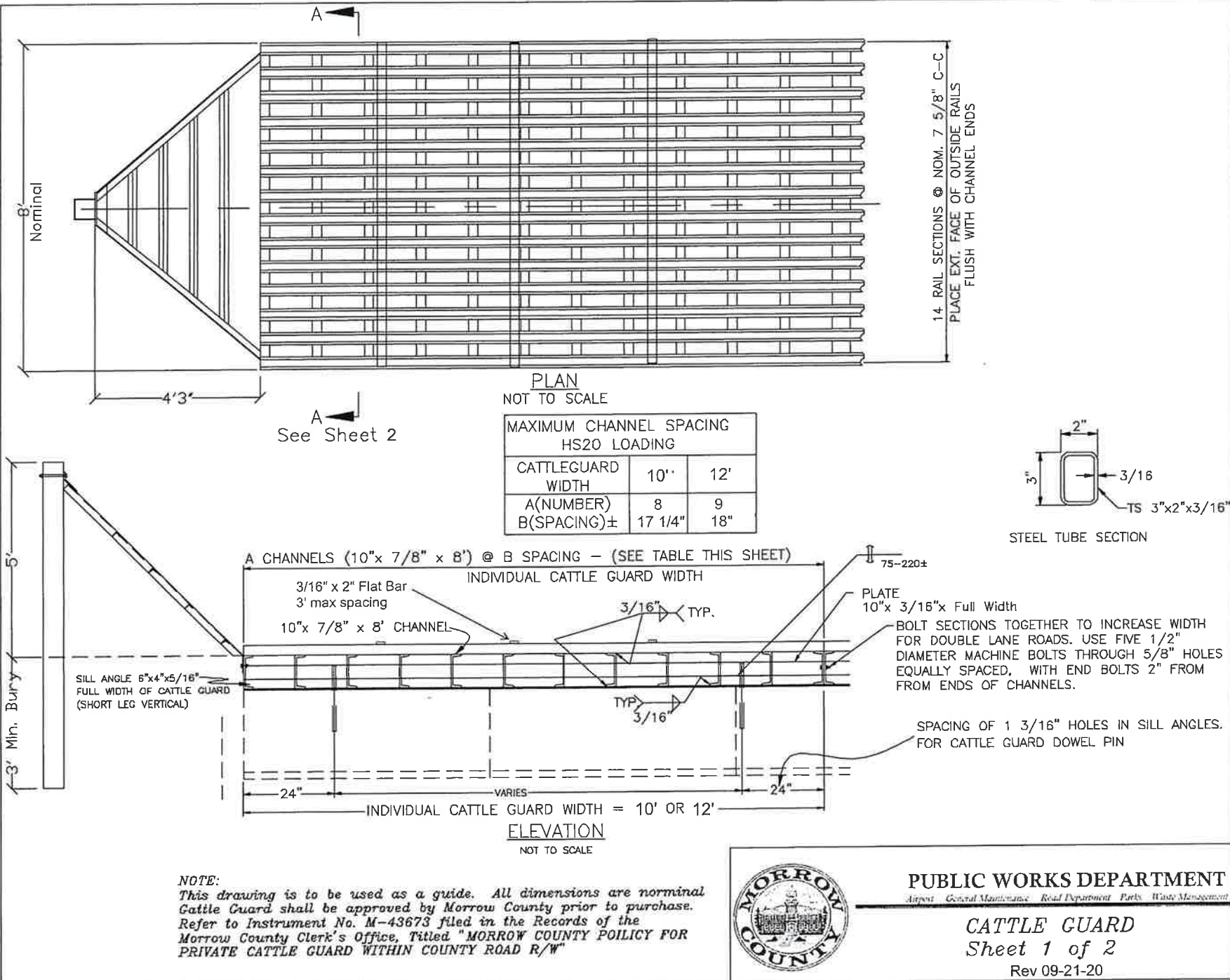
MORROW COUNTY COMMISSIONERS

(County Commissioner, Chair Signature)

Permission Granted: _____
(Date Permission Granted)

(County Commissioner, Signature)

(County Commissioner, Signature)



NOTE:
This drawing is to be used as a guide. All dimensions are nominal. Cattle Guard shall be approved by Morrow County prior to purchase. Refer to Instrument No. M-43673 filed in the Records of the Morrow County Clerk's Office, Titled "MORROW COUNTY POLICY FOR PRIVATE CATTLE GUARD WITHIN COUNTY ROAD R/W"

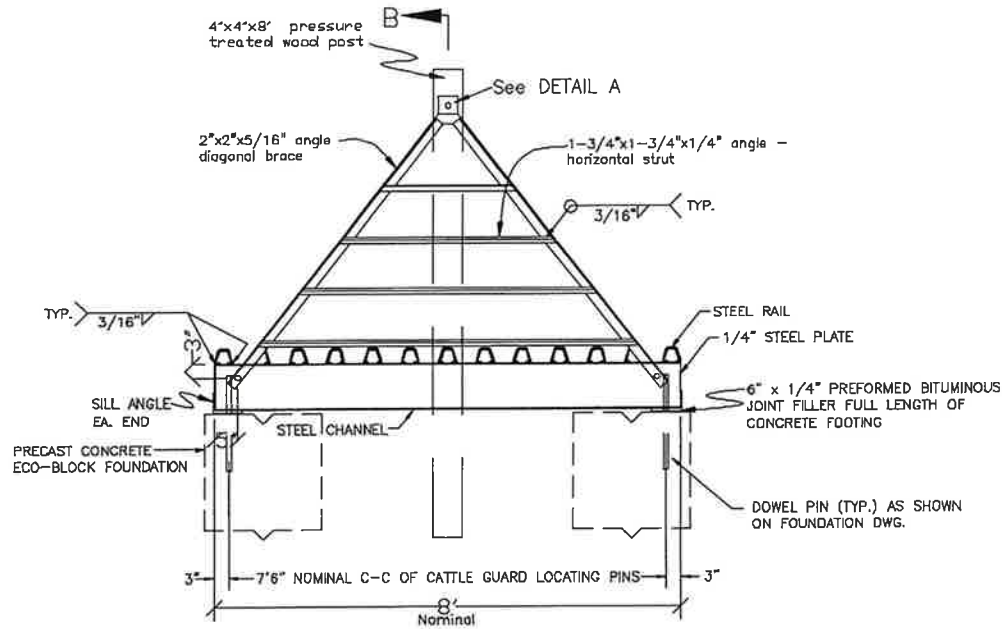


PUBLIC WORKS DEPARTMENT

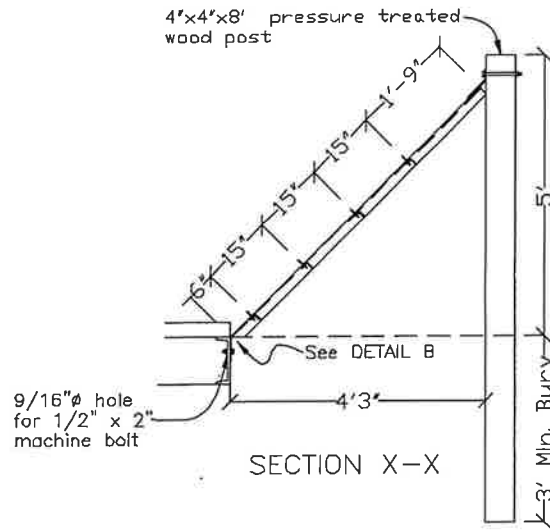
Airport General Maintenance Road Department Parks Waste Management

CATTLE GUARD
Sheet 1 of 2

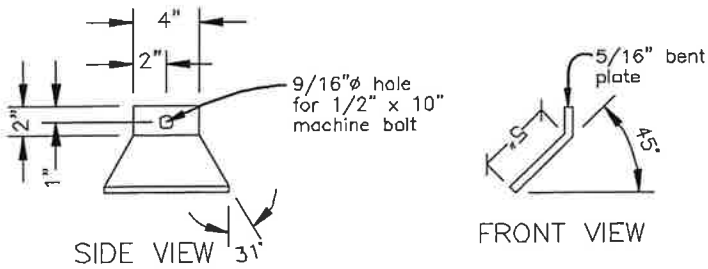
Rev 09-21-20



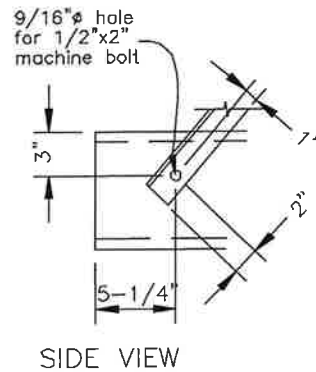
SECTION A-A
NOT TO SCALE



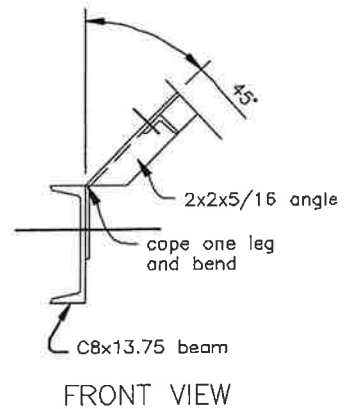
ANGLE IRON END WING



DETAIL A



DETAIL B



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

CATTLE GUARD
Sheet 2 of 2

Rev 09-21-20



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

(For BOC Use)
Item #
491

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
Department: Public Works / Road
Short Title of Agenda Item: Cattle Guard application #CG02 approval
(No acronyms please)

Date submitted to reviewers: 10/7/2021
Requested Agenda Date: 10/13/2021

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

<u>Matt Scrivner</u> DATE	10/7/2021	Department Director	Required for all BOC meetings
<u>[Signature]</u> DATE	10/11/21	Administrator	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

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

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

Morrow County Public Works has received an application for a cattle guard installation on County road #719 (Blackhorse Canyon road) from the landowner Colin Anderson. After review of the location, MCPW has provided the landowner with an estimate for a 22' cattle guard and he has agreed to the installation cost. After BOC approval, MCPW will inform applicant of approval. When applicant has paid MCPW in full the installation cost, MCPW will schedule the installation.

2. FISCAL IMPACT:

N/A

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

Morrow County Public Works recommends approval of Cattle Guard application CG02 for landowner Colin Anderson for installation of 22' cattle guard on Blackhorse Canyon road.

Attach additional background documentation as needed.



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

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

Matt Scrivner
 Public Works Director

 Sandi Pointer
 Management Asst.

Eric Imes
 Asst. Road Master

 Kirsti Cason
 Administrative Asst.

Morrow County Cattle Guard Permit Application:

Each cattle guard placed in Morrow County right of way must have individual permits.

Application #	<i>CG02</i>
Date application received at MCPW:	<i>July 13th 2021</i>
Installation and in-service date of cattle guard:	

Applicant Name: <i>Colin Anderson</i>		Phone #	
Mailing Address:			
E-Mail:	County Road: <i>Blackhorse Cyn Ln</i>	Township	Section
		<i>25</i>	<i>10</i>
FOR USE BY MORROW COUNTY PUBLIC WORKS		Range	
		<i>27E</i>	
		GPS Coordinates @ Center of Roadway	
<input checked="" type="checkbox"/> Cattle Guard Approved	Cattle Guard DENIED	Date:	Latitude
			<i>45.408786 N</i>
			Longitude
			<i>119.509181 W</i>
Cattle Guard Width: <i>22'</i>	Cattle Guard Supplies		Quantity
	Concrete support blocks		Unit Price
		<i>14</i>	<i>65.00</i>
Payment Information:	10 foot section of MCPW cattle guard	<i>1</i>	<i>2892.00</i>
	12 foot section of MCPW cattle guard	<i>1</i>	<i>3468.00</i>
	Cattle guard end wing	<i>2</i>	<i>206.00</i>
	Misc:	<i>-</i>	<i>-</i>
All materials must be paid in full before Morrow County Public Works will schedule installation of cattle guard. Installation dates are approximate and will not interfere with normal County scheduled operations.			<i>\$7682⁰⁰</i>
Applicant Signature & Date		Assistant Road Master Signature & Date	Public Works Director Signature & Date
<i>[Signature]</i> <i>7/13/2021</i>		<i>[Signature]</i> <i>8/24/2021</i>	<i>[Signature]</i> <i>8/24/2021</i>

A permit application for a cattle guard installation in Morrow County right of way will be reviewed by the Morrow County Public Works department (MCPW) for width and safety standards. Denials of permits can be appealed to the Morrow County Board of Commissioners at a regular scheduled meeting by the applicant within 30 days of denial. One legal landowner will be the permittee of cattle guard. Joint ownership will not be allowed and if ownership of land changes, the new owner will have 60 days from date of acquiring property to update the permit through MCPW at no charge. If permit is not updated within that 60-day period, the permit becomes invalid and MCPW has right to remove cattle guard at any time.

The cattle guard can be purchased at the MCPW office or the landowner may obtain specification drawings and have it built at their own expense to the MCPW standard. Purchase must be made before scheduling installation of said cattle guard. Scheduling of installation will be at the sole discretion of MCPW and shall not take precedent over normally scheduled maintenance or projects within the MCPW road work schedule. Installation shall be completed by MCPW and only MCPW. Landowner will pay for cattle guard, concrete foundation and all fencing supplies located in the County right of way. MCPW will supply labor, road material and equipment to complete the installation.

Cleaning of cattle guard will be completed by MCPW with advance notice by landowner of at least 60 days' notice for the purpose of any need outside MCPW causing the reason for cleaning. If MCPW caused the need for cleaning it will be done within 30 days of notice. Cleaning of cattle guards shall not take precedent over normally scheduled MCPW projects or normal operations.

Maintenance on cattle guards will be paid by the permittee to MCPW within 30 days of repairs being completed. If repairs are not paid within 30 days, the permit can be revoked by MCPW. Any damage directly caused by MCPW will be repaired at MCPW expense. When a cattle guard becomes too damaged for repairs or becomes a safety hazard and needs replaced MCPW will notify landowner of said repairs by written notice and the landowner will have 60 days to make arrangements with MCPW to replace it or it will be removed and another permit will be required. The landowner has the right to appeal the recommended replacement to the Morrow County Board of Commissioners at a regularly scheduled meeting, but the 60-day limit still applies. At any time that MCPW deems a cattle guard to be a road hazard it can be removed immediately and the landowner may be required to bear all costs of reinstallation.

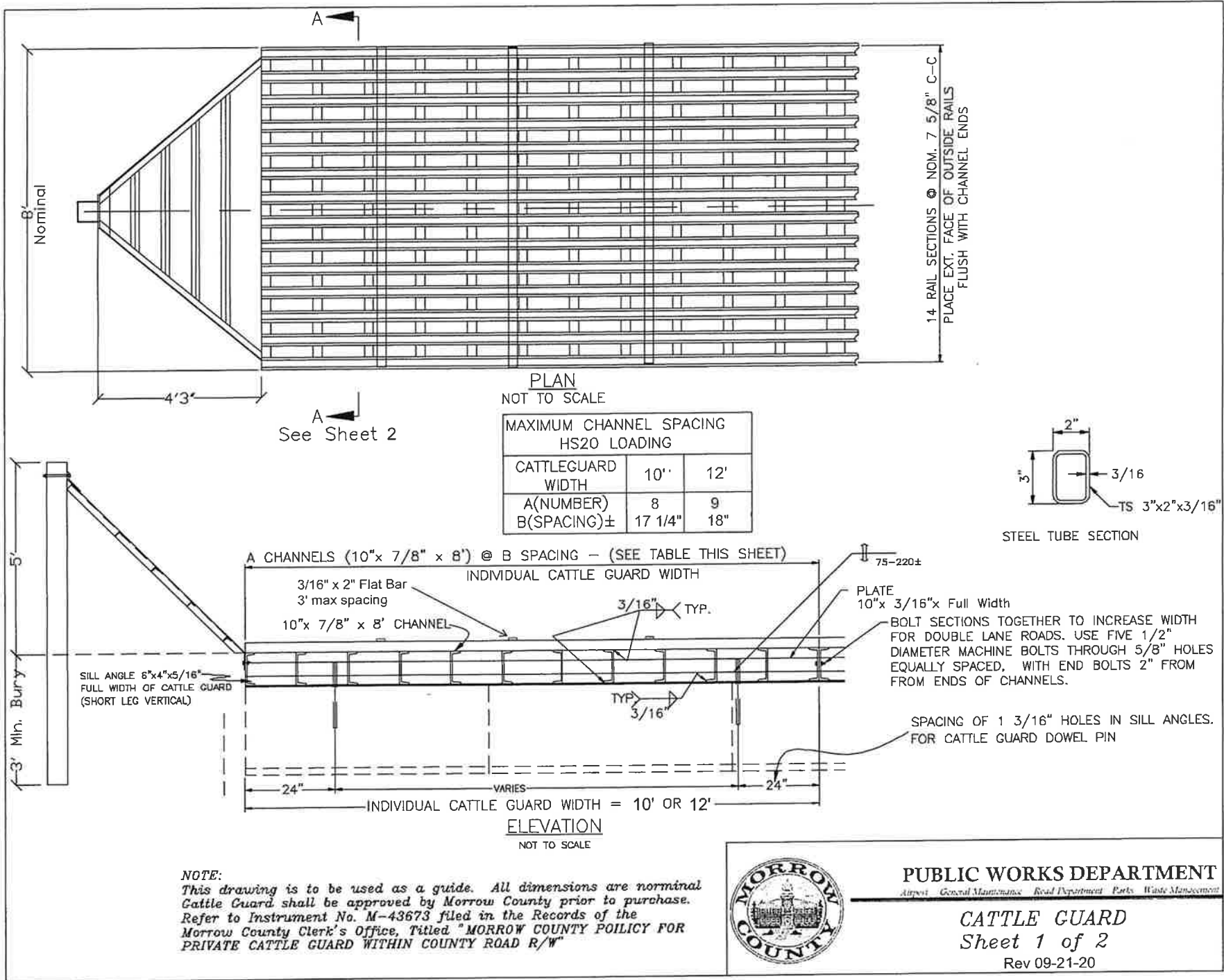
MORROW COUNTY COMMISSIONERS

(County Commissioner, Chair Signature)

Permission Granted: _____
(Date Permission Granted)

(County Commissioner, Signature)

(County Commissioner, Signature)



NOTE:
This drawing is to be used as a guide. All dimensions are nominal
Cattle Guard shall be approved by Morrow County prior to purchase.
Refer to Instrument No. M-43673 filed in the Records of the
Morrow County Clerk's Office, Titled "MORROW COUNTY POLICY FOR
PRIVATE CATTLE GUARD WITHIN COUNTY ROAD R/W"

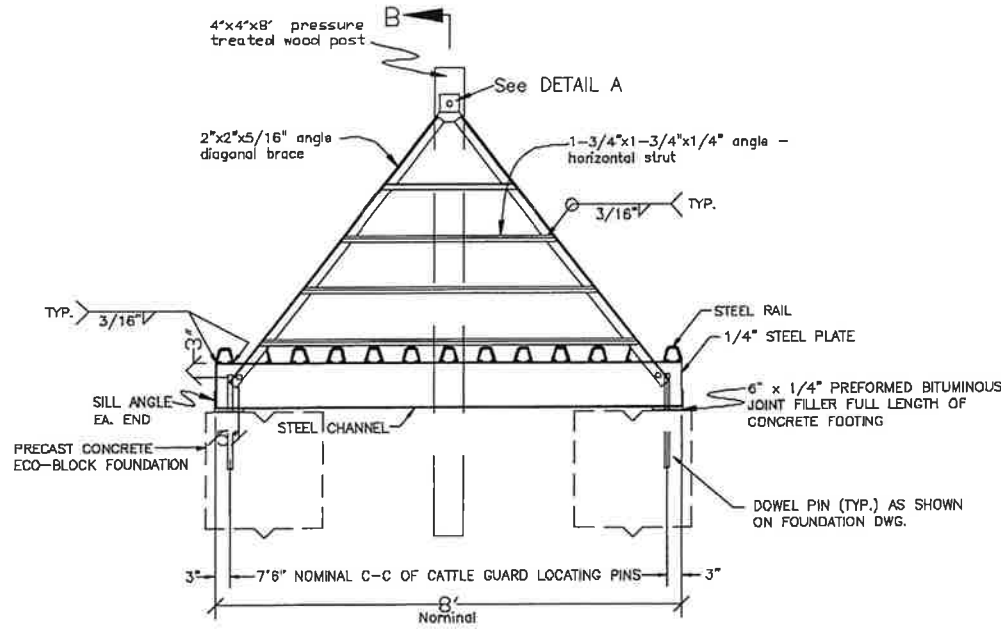


PUBLIC WORKS DEPARTMENT

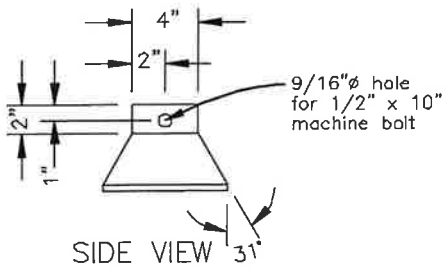
Airport General Maintenance Road Department Parks Waste Management

CATTLE GUARD
Sheet 1 of 2

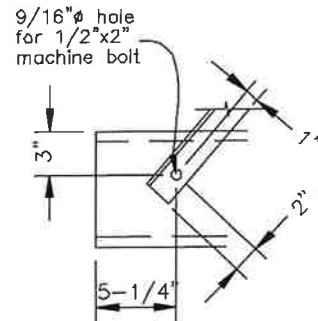
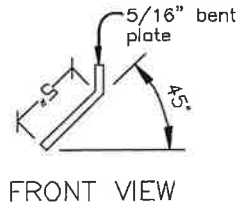
Rev 09-21-20



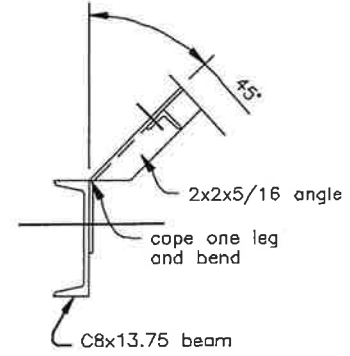
SECTION A-A
NOT TO SCALE



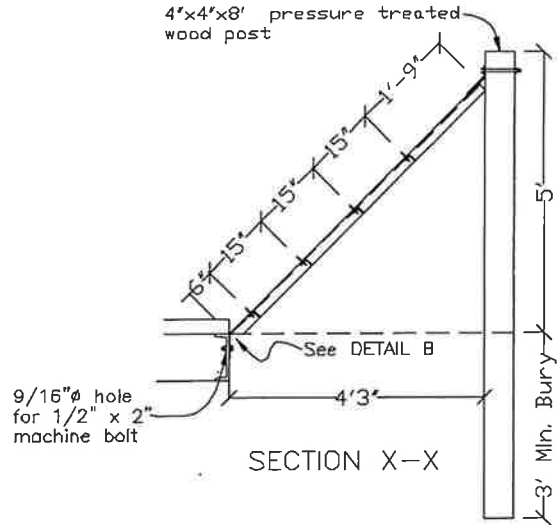
DETAIL A



SIDE VIEW



FRONT VIEW



SECTION X-X
ANGLE IRON END WING



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Waste Management

CATTLE GUARD
Sheet 2 of 2

Rev 09-21-20



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

(For BOC Use)
Item #
4i

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
Department: Public Works / Road
Short Title of Agenda Item: Permit application #OSG
(No acronyms please)

Date submitted to reviewers: N/A
Requested Agenda Date: 10/6/2021

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:

Matt Scrivner 9-29-21 Department Director
[Signature] DATE Administrator
[Signature] DATE County Council
[Signature] DATE Finance Office
[Signature] DATE Human Resources

Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Permit application #OSG is for installation of (3) 1.25" fiber conduits starting at the intersection of Kunze and traveling south on Toms Camp approximately 350' before boring under Toms Camp and continuing another 1950' to final desination. The application shows installation at 2' off the right of way line and at a depth of 4' minimum. Contractor has said all the work will be done with directional bore machine.

2. FISCAL IMPACT:

N/A

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

MCPW has no concerns with the application

Attach additional background documentation as needed.

562
Tom's Camp Road

Windwave Communications

PERMIT SIGN-OFF Permit #OSG

Date Submitted: 08/17/2021

Date Approved: _____

Applicant Notified: 1st: _____ Final: _____

INSPECTION INFORMATION:

Follow up inspection date: _____

_____ Approved Signed _____

_____ Not Approved Reasons _____

_____ Actions _____

Notes/Comments:

8/18/21 - E.I. mes - Need a cross section (plow plan). Before can approve.
8/18/21 - Leon emailed cross section & view

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

APPLICATION #: OSG
 COUNTY ROAD #: 567
 ROAD NAME: Tom's Camp Rd.

Applicant Mailing Address
 Windwave Communications
 Name (Business Name, Attn: Name)
 73500 Rupe Kennedy Rd, Po Box 1390
 Mailing Address (Street/Post Office Box)
 Boardman, Or 97818
 City, State, Zip Code
 541-989-0562
 Phone Number

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

PAYMENT RECEIVED:
08/17/2021 - 750.00
 (Date Payment Received - Amount Received - Initials)
check # 18472 Receipt # 427852

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

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

We, Windwave Communications 73500 Rupe Kennedy Rd Boardman OR 97818 324
 (Name - Individual/Business) (Physical Address) (Work Order Number)
 hereby request permission either to locate within County Road right of way or cross
 Morrow County road Tom's Camp Road at 0 miles from nearest
 (Name of County Road) (Miles)
 intersection with road Kunze Ln 4N/4N 24E/24E 13/14
 (Name of County Road) (Section) (Township) (Range)
 E.W.M. with a Communication Line of 8"x6" Center Line 2' distance
 (Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
 from R/W line 4' depth of line or pipe, West & East X side of road.
 (Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

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

Additional Terms and Conditions to be noted here.

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

PERMITTEE SIGNATURE: [Signature] DATE: 8-16-21
 (Signature of Authorized Permittee) (Date Signed)

State of Oregon
 County of Morrow
 This instrument was acknowledged before me on August 16, 2021
 by [Signature]
Thirza E Kilgore
 Notary Public - State of Oregon (See below)

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

RECOMMENDED BY: [Signature] DATE: _____
 (Assistant Road Master) (Date Signed)
 APPROVED BY: [Signature] DATE: 9/29/2021
 (Public Works Director) (Date Signed)



ATTEST: _____
 (Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

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

ROAD CROSSING:

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

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

ADJACENT TO ROADWAY:

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

Permit # OSG

TRAFFIC

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

INSURANCE

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

REPAIRS

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

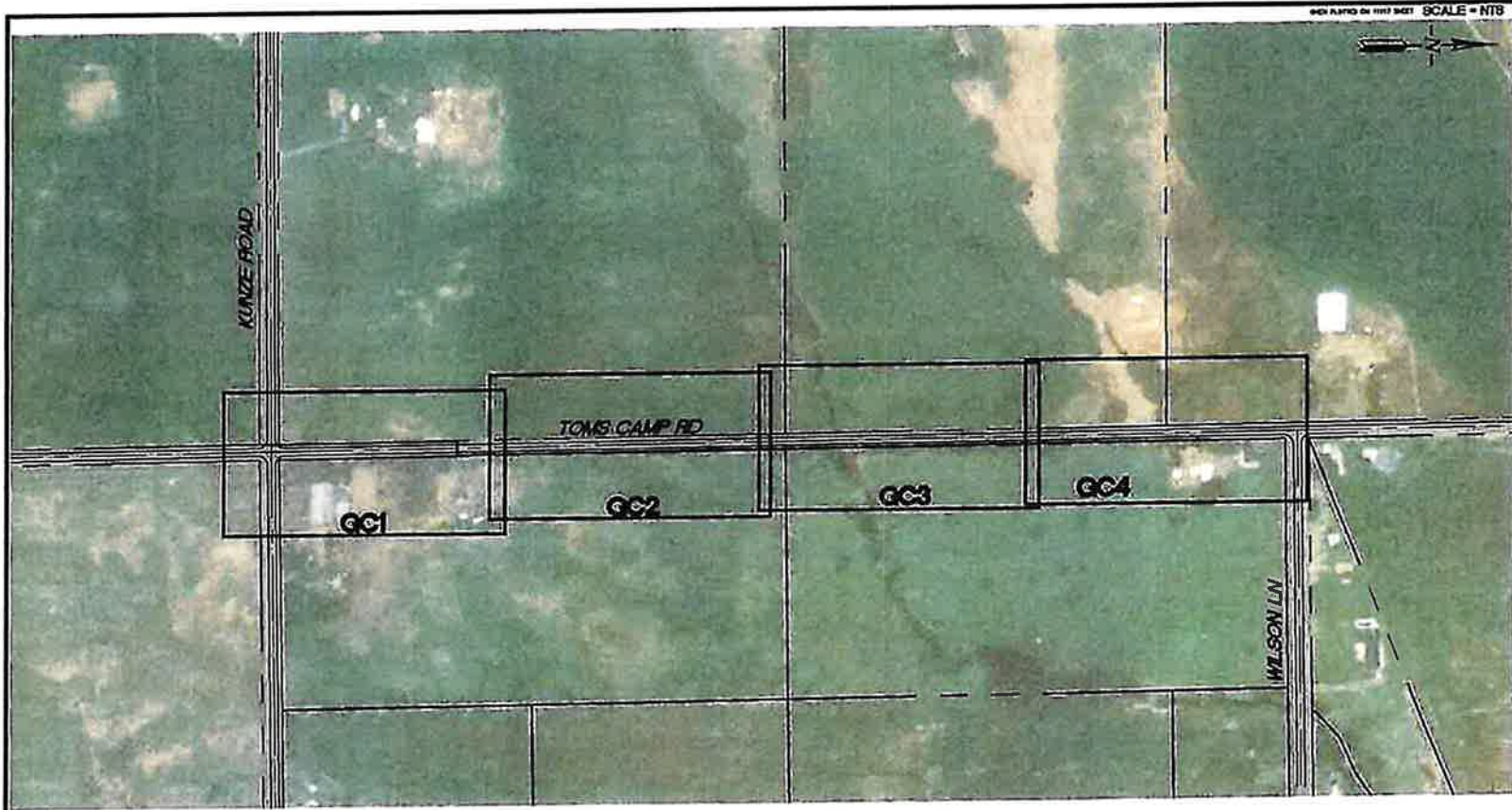
REMOVEAL, RELOCATION AND REPAIR

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

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

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

Permit # 096



48 HRS. PRIOR TO ANY CONSTRUCTION
 THE CONTRACTOR IS TO CALL FOR
 LOCATION OF UTILITIES
 1-800-332-2344

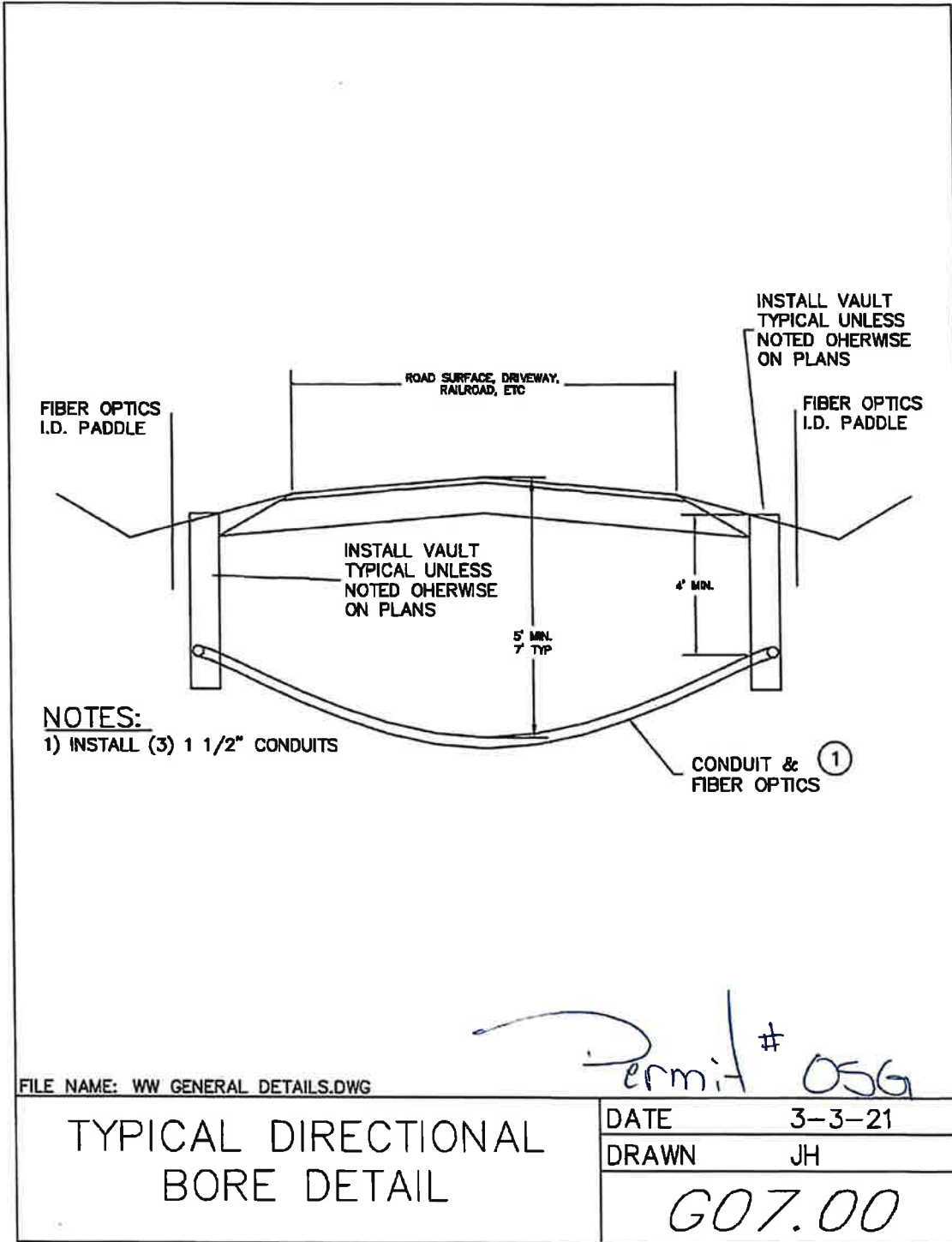
NOTE:
 WHEN WORKING ON PRIVATE PROPERTY
 PROPERTY OWNER MUST BE NOTIFIED
 48 HRS PRIOR AND ALLOWED TO LOCATE
 PRIVATE UNDERGROUND UTILITIES.

NOTE:
 WAF IS CREATED USING COUNTY TAX MAPS,
 COUNTY ROAD MAP, AND ROUGH SITE INFO.
 STATIONING IS ONLY APPROXIMATE AND CONTRACTOR
 IS TO VERIFY LOCATIONS WITH OWNER PRIOR TO
 CONSTRUCTION. NO FIELD SURVEY WORK WAS DONE.

⊙ NOTES CROSSING AS IDENTIFIED
 BY FIELD MAPS/INVESTIGATION

Permit # 056

NO. 2000	
FIBER OPTIC LINES APN 2 PROJECT WINDWAVE COMMUNICATIONS	
KUNZE RD TO WILSON LN OVERVIEW SHEET	
SISUL ENGINEERING 1410 W. 14TH AVENUE DENVER, CO 80202 303.733.8888	
DATE	NOV 2011
DRAWN BY	CSM
CHECKED BY	CS
SCALE	AS SHOWN
000	



FILE NAME: WW GENERAL DETAILS.DWG

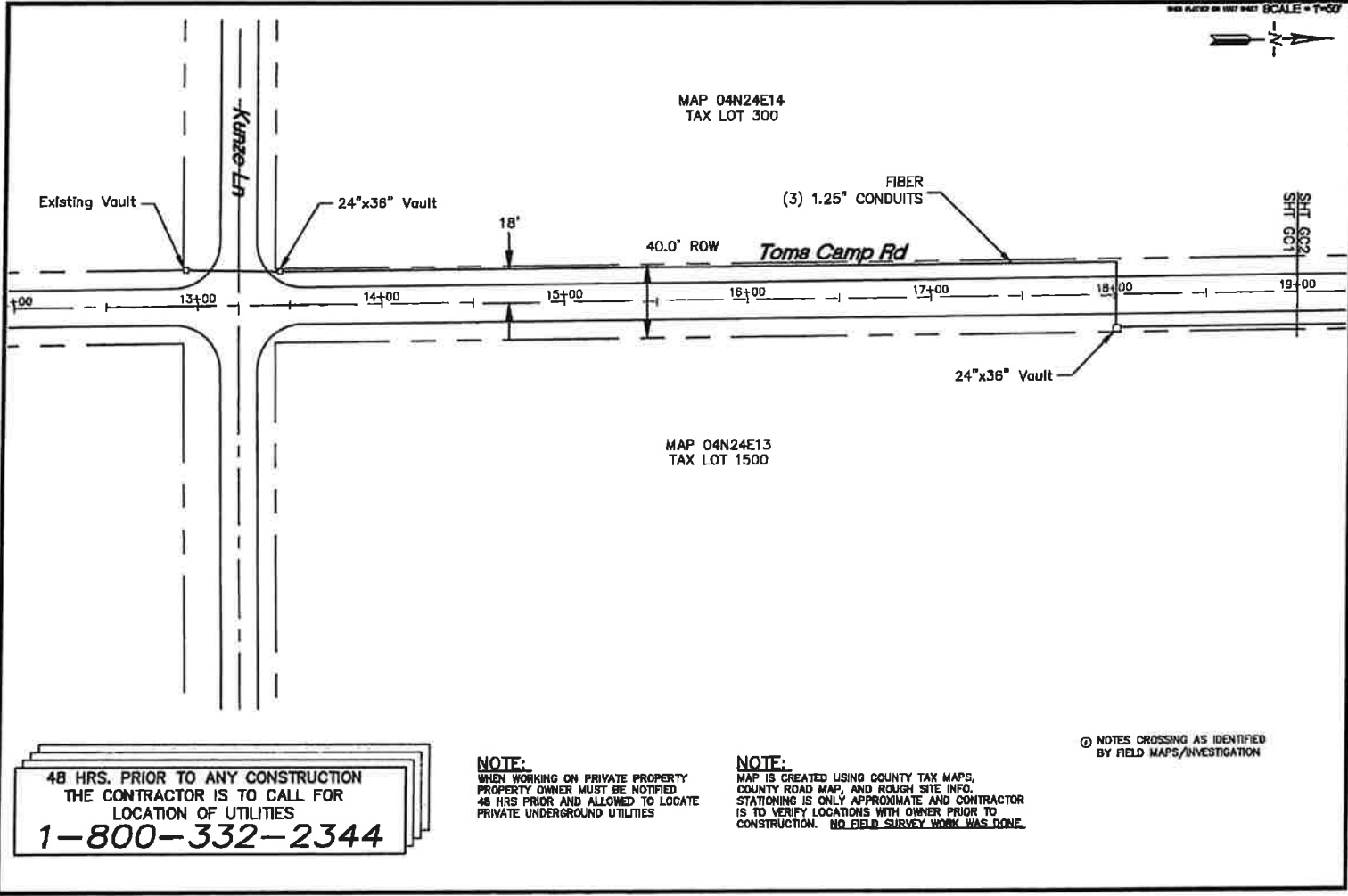
Permit # 056

TYPICAL DIRECTIONAL
BORE DETAIL

DATE 3-3-21

DRAWN JH

G07.00



Permit # 056

48 HRS. PRIOR TO ANY CONSTRUCTION
 THE CONTRACTOR IS TO CALL FOR
 LOCATION OF UTILITIES
1-800-332-2344

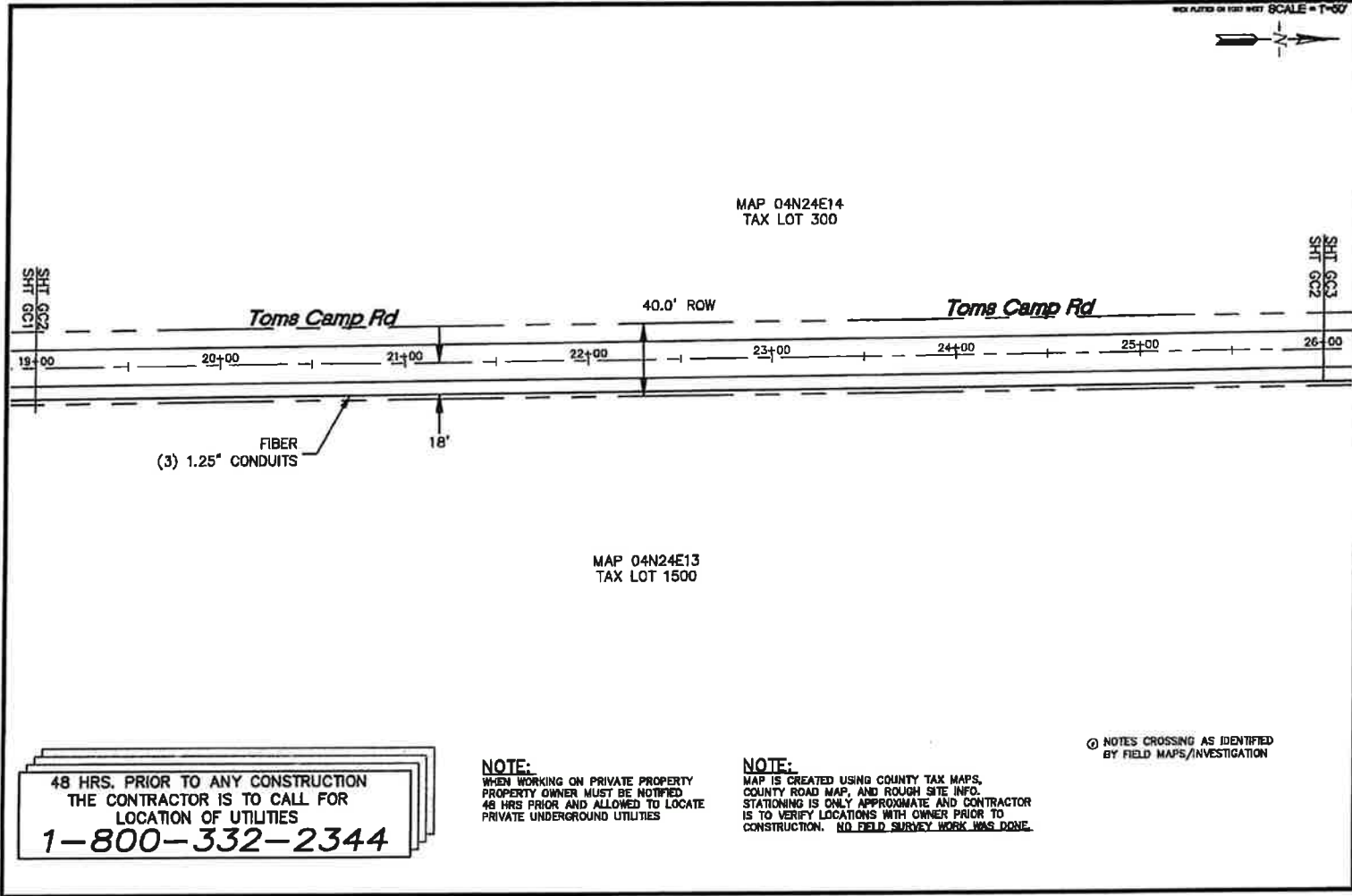
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 MAP IS CREATED USING COUNTY TAX MAPS,
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⊙ NOTES CROSSING AS IDENTIFIED
 BY FIELD MAPS/INVESTIGATION

FIBER OPTIC LINES APN 2 PROJECT WINDWAVE COMMUNICATIONS	
KUNZE RD TO WILSON LN (TOMS CAMP RD STA 13+00 - 19+00)	
GCI ENGINEERING 10000 WILSON LN SUITE 100 WILSON, CA 94593 (925) 463-1111 www.gci-engineering.com	
DATE	2011
SCALE	AS SHOWN
PROJECT	04N24E13
DATE	03-20-2011

Permit # 086



48 HRS. PRIOR TO ANY CONSTRUCTION
THE CONTRACTOR IS TO CALL FOR
LOCATION OF UTILITIES
1-800-332-2344

NOTE:
WHEN WORKING ON PRIVATE PROPERTY
PROPERTY OWNER MUST BE NOTIFIED
48 HRS PRIOR AND ALLOWED TO LOCATE
PRIVATE UNDERGROUND UTILITIES

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Ⓢ NOTES CROSSING AS IDENTIFIED
BY FIELD MAPS/INVESTIGATION

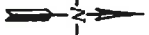
WINDWAVE

FIBER OPTIC LINES
APN 2 PROJECT
WINDWAVE COMMUNICATIONS

KUNZE RD TO WILSON LN
(TOMS CAMP RD STA 19+00 -
26+00)

CONSULTING ENGINEERING
1000 1st St. S.W.
PO BOX 1000
TAMPA, FL 33613
TEL: 813-289-1111
WWW.WINDWAVE.COM

THIS PLAN IS ON 11X17 SHEET SCALE = 1"=60'



MAP 04N24E14
TAX LOT 101

Toms Camp Rd

40.0' ROW

Toms Camp Rd

SHT 602
SHT 603

SHT 603
SHT 604

26+00 27+00 28+00 29+00 30+00 31+00 32+00 33+00

FIBER
(3) 1.25" CONDUITS

18'

MAP 04N24E13
TAX LOT 600

Permit # 05G

48 HRS. PRIOR TO ANY CONSTRUCTION
THE CONTRACTOR IS TO CALL FOR
LOCATION OF UTILITIES
1-800-332-2344

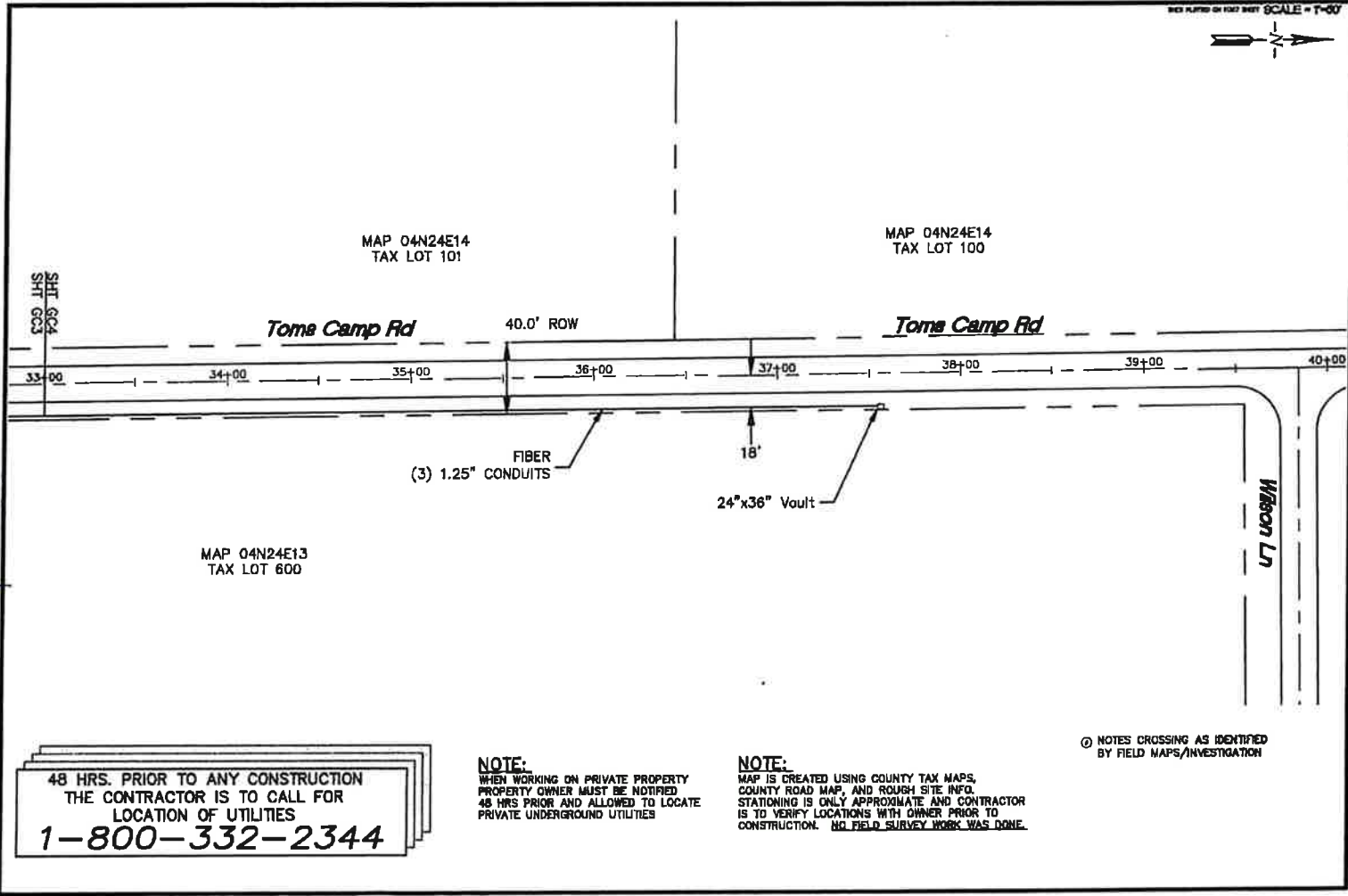
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Ⓞ NOTES CROSSING AS IDENTIFIED
BY FIELD MAPS/INVESTIGATION

FIBER OPTIC LINES APN 2 PROJECT WINDWARD COMMUNICATIONS	
KUNZE RD TO WILSON LN (TOMS CAMP RD STA 26+00 - 33+00)	
ES&L ENGINEERING 1000 10th St San Diego, CA 92161 TEL: 619-594-9900 FAX: 619-594-9901 WWW.ES&L.COM	<p>DATE: 08/20/08</p> <p>BY: [Signature]</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: 08-001</p> <p>SHEET: 03</p>

Permit # 096



48 HRS. PRIOR TO ANY CONSTRUCTION
THE CONTRACTOR IS TO CALL FOR
LOCATION OF UTILITIES
1-800-332-2344

NOTE:
WHEN WORKING ON PRIVATE PROPERTY
PROPERTY OWNER MUST BE NOTIFIED
48 HRS PRIOR AND ALLOWED TO LOCATE
PRIVATE UNDERGROUND UTILITIES

NOTE:
MAP IS CREATED USING COUNTY TAX MAPS,
COUNTY ROAD MAP, AND ROUGH SITE INFO.
STATIONING IS ONLY APPROXIMATE AND CONTRACTOR
IS TO VERIFY LOCATIONS WITH OWNER PRIOR TO
CONSTRUCTION. NO FIELD SURVEY WORK WAS DONE.

Ⓞ NOTES CROSSING AS IDENTIFIED
BY FIELD MAPS/INVESTIGATION

NO. OF SHEETS	1
SHEET NO.	1
FIBER OPTIC LINES APN 2 PROJECT WINDWAVE COMMUNICATIONS	
KUNZE RD TO WILSON LN (TOMS CAMP RD STA 33+00 - 37+50)	
KUNZ ENGINEERING 1000 WILSON LN SANTA ANA, CA 92705 (714) 944-1177	
DATE	10-22-11
SCALE	AS SHOWN



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

(For BOC Use)
Item #
5a

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 10/4/2021
Requested Agenda Date: 10/13/2021

Compensation Board Direction/Discussion

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.
Lindsay Grogan 10/4/2021 Human Resources *If appropriate

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

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

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

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

Purpose: For the Board of Commissioners to provide input on the direction and vision of the 2022 Compensation Board Process.

Please see attached.

2. FISCAL IMPACT:

N/A

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

N/A

Attach additional background documentation as needed.

Purpose: For the BOC to provide input on the Compensation process – Direction/Vision

The Compensation Board will convene in the near future to review compensation rates for Elected Officials.

- Which elected Officials will be included per ORS 204.005?
 - County Assessor and Tax Collector
 - County Clerk
 - County Commissioners
 - County Sheriff
 - County Treasurer
 - *Justice of the Peace – Not included in ORS but included in past practice.
 - *District Attorney Stipend – Not included in ORS, but DA stipend has been included in past practice.

Items to consider in packet to Compensation Board:

1. Elected Officials provide a brief narrative of their duties in addition to the duties outlined in the applicable ORS. [Option: To include draft job description]
2. Number of subordinates supervised by elected officials
3. Size of Budget administered by each Elected Officer
4. Current wages of Elected Officials
5. All County wage scales
6. Cost of living history
7. Benefit summary
8. Analysis to similar positions in nearby Counties: Umatilla, Baker, Wasco, Jefferson, Crook
9. Analysis of the County's payroll for an internal cross-comparison. Elected Officials, Directors, Department Heads, and Next Highest Paid Employee.

Recommendation from the Compensation Board will be brought back to the Board of Commissioners in February so long as the Compensation Board comes to a recommendation in January and does not require an additional meeting.

2022 Compensation Board Timeline

DATE	ITEM
10/13/2021	Compensation discussion at BOC meeting. Commissioners provide direction to the Compensation Board regarding their vision for the next Fiscal Year.
10/14/2021	Elected Officials receive email advising them of the date and time of the Compensation Board meeting and requesting any comments they would like to provide.
11/4/2021	Comments from Elected Officials are due back to HR.
12/10/2021	Publish Agenda for Compensation Board meeting.
12/17/2021 ±	Packets with data and memos are delivered to Compensation Board members.
12/21/2021 ±	Scan of packet is posted to website
1/20/2022 @ 9:30am	Compensation Board meeting.
2/2/2022	Present Compensation Board recommendation to Board of Commissioners.



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

(For BOC Use)
Item #
56

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

Presenter at BOC: Nazario Rivera
Department: Public Health
Short Title of Agenda Item:

Date submitted to reviewers:
Requested Agenda Date: 10/11/2021

Intergovernmental Agreement for the Procurement of Medical Malpractice/Liability Insurance
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Morrow County Health District

Contractor/Entity Address: 564 Pioneer Drive, Heppner OR 97836

Effective Dates - From: 10/01/2021

Through:

Total Contract Amount: \$0

Budget Line: 101-114-5-20-3117

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

Reviewed By:

Nazario Rivera Department Director

Required for all BOC meetings

[Signature] DATE Administrator

Required for all BOC meetings

Justin Nelson County Counsel

*Required for all legal documents

Kate Knopp 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 Public Health Department and Morrow County Health District have formed an agreement that the health district will obtain Medical Malpractice/Liability Insurance for the Public Health Officer as long as that provider is employed by the district.

2. FISCAL IMPACT:

At this time this is no fiscal impact. This could change if there is a significant financial impact on the Health District in the future.

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

Following review per county counsel. The suggestion is to move to approve the intergovernmental agreement with the Morrow County Health District and authorize the Board of Commissioners to sign on behalf of the County.

Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROCUREMENT OF
MEDICAL MALPRACTICE / LIABILITY INSURANCE**

This agreement hereby entered into between Morrow County, a political subdivision of the State of Oregon (County), and Morrow County Health District, a political subdivision of the State of Oregon (District).

WITNESSETH,

WHEREAS, it is necessary to the interests and welfare of the people of Morrow County that the services of a Morrow County Health Officer be obtained; and

WHEREAS, said Health Officer must be covered by medical malpractice / liability insurance; and

WHEREAS, the District has the means to provide for such insurance coverage through an existing policy;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

1. Insurance coverage shall only be the responsibility of the District when the Health Officer selected by County is also employed by the District. In the event that the District's employment relationship with Health Officer ends, the District shall notify the County without unreasonable delay.
2. Upon execution of this agreement, the District shall ensure that Health Officer is covered by the District's existing medical malpractice / liability insurance.
3. In the event that the District's medical malpractice / liability insurance premiums increase as a result of Physician's duties as Health Officer, the County shall reimburse the District for the additional costs.
4. In the event that this contract is terminated, the County becomes solely responsible for procurement of medical malpractice / liability insurance for Health Officer.
5. Either party may terminate this agreement at any time by providing 30 days' written notice to the other party.

MORROW COUNTY HEALTH DISTRICT

By:  Emily Roberts Title: Interim CEO Date: 10/11/21

MORROW COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

APPROVED AS TO FORM:

County Counsel



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

(For BOC Use)
Item #
50

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

Presenter at BOC: Nazario Rivera

Date submitted to reviewers:

Department: Public Health

Requested Agenda Date: 10/13/2021

Short Title of Agenda Item: Health Officer Contract for the Public Health Department
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Dr. Ed Berretta

Contractor/Entity Address:

Effective Dates - From: 10/01/2021

Through:

Total Contract Amount: \$500 (Monthly)

Budget Line: 101-114-5-20-3117

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

Reviewed By:

Nazario Rivera Department Director

Required for all BOC meetings

Darrell Green Administrator

Required for all BOC meetings

Justin Nelson County Counsel

*Required for all legal documents

Kate Knopp 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):

Our previous Health Officer Dr. Hambleton is no longer able to fulfill these duties so we are needing a new provider to oversee the standing orders for all of our clinical procedures.

2. FISCAL IMPACT:

There was a slight increase in compensation.

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

Following review per county counsel. The suggestion is to move to approve the agreement to Dr. Ed Berretta and authorize the Board of Commissioners to sign on behalf of the County.

Attach additional background documentation as needed.

**AGREEMENT
MORROW COUNTY HEALTH OFFICER**

This agreement hereby entered into between Morrow County, a political subdivision of the State of Oregon (County), and Dr. Edward S. Berretta (Physician).

WITNESSETH,

WHEREAS, it is necessary to the interests and welfare of the people of Morrow County that the services of a Morrow County Health Officer be obtained; and

WHEREAS, said Health Officer must be a physician duly licensed to practice medicine in the State of Oregon; and

WHEREAS, Physician is duly licensed to practice medicine in the State of Oregon; and

WHEREAS, Physician is willing to contract with County to perform the duties of Morrow County Health Officer;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

1. Commencing October 1, 2021, or as soon as this document is executed, Physician shall serve as Morrow County Health Officer for a one-year period. This agreement shall automatically renew for successive one-year periods unless terminated as provided for herein.
2. The duties of Physician in the capacity of Morrow County Health Officer shall include, but shall not be limited to, the following:
 - a) Share in medical decisions necessary to the activities of the Morrow County Health Department
 - b) Provide, as may be necessary, medical consultation services to the staff members of the Morrow County Health Department
 - c) Provide final approval of written standing orders, alerts for potential vaccine/drug contraindications, and approval of procedures relating to emergency medical care
 - d) Support the services offered, or arranged for, by the Morrow County Health Department include at least the following:
 - i. Epidemiology and control of preventable diseases and disorders
 - ii. Parent and child services, including family planning, with the exception of abortifacient services
 - iii. Collecting and reporting health statistics
 - iv. Providing health information and referral services, and

- v. Providing environmental services
- e) Support and promote Health Department core functions, including:
- i. Supporting the assessment of community health status and available resources
 - ii. Policy development resulting in proposals to support and encourage better health, and
3. In addition to any other provision contained herein, Physician shall comply with the requirements of the Oregon Revised Statutes regarding the duties and responsibilities of County Health Officers.
 4. County shall pay to Physician, for the first month of this agreement only, \$100 per hour for up to 7.5 hours of work (up to \$750) as compensation for physician services as Morrow County Health Officer. Each month of the agreement thereafter, the County shall pay to Physician the sum of five hundred dollars (\$500) per month during the term of this agreement to reflect up to five hours of service per month.
 5. Medical malpractice/liability insurance is provided for in an intergovernmental agreement between Morrow County and Morrow County Health District, such that Physician shall be covered under Morrow County Health District's insurance for the duration of the intergovernmental agreement. Physician shall be promptly notified by Morrow County of any changes to insurance status pursuant to the above referenced intergovernmental agreement.
 6. Physician shall, in consultation with the Morrow County Public Health Nurse, determine the time, method and manner of performing the herein described duties, but shall do so in a manner conducive to the facilitation of the ongoing activities of the Morrow County Health Department, and shall provide Health Officer services pursuant to this agreement within medically reasonable and business appropriate deadlines.
 7. It is the understanding and intention of the parties that Physician shall work independently in the performance of this agreement, and this agreement shall operate as a contract with an independent contractor.
 8. In accordance with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination act of 1975, Physician agrees to assure that the services provided in the capacity of Health Officer to the Morrow County Health Department shall be provided without regard to the recipient's race, color, national origin, sex, age, or handicap.

9. Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this agreement. Each party agrees to indemnify and hold harmless the other party against all actions, claims, or demands whatsoever including costs, expenses and attorney fees to which the other party may be put arising out of each party's negligent acts and omissions during the performance of this agreement.
10. Either party may terminate this agreement at any time by providing 30 days' written notice to the other party.
11. In the event legal action is commenced to enforce the terms of this agreement, the prevailing party shall be entitled to attorney fees in addition to costs and disbursements.

PHYSICIAN

By: Edward S. Bennett Title: M.D. Date: 10-8-2021
M.D.

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

APPROVED AS TO FORM:

County Counsel



MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: October 13, 2021
RE: Monthly Planning Update

Planning Commission Update

In September, Planning Commission approved a land partition and replat application and continued a Land Use Decision to the October meeting. Staff presented a summary of land use legislation from the 2021 session and Commission had preliminary discussion about implementation of Senate Bill 861 which allows Accessory Dwelling Units (ADU's) in certain residential zones.

Current Planning Activity September 2021:

- Zoning Permits – 8
- Land Use Compatibility Reviews – 3
- Land Use Decisions – 4
- Administrative Land Use Decision - 1
- Hardship Dwelling - 1
- Property Line Adjustments – 1
- Land Partitions / Replat - 1
- Rural Addresses – 3

Long Range Planning

Transportation System Plan Transit section update of the County Transportation System Plan (TSP) should be complete in October. Adoption of the update to amend the TSP will begin in November. The current TSP is on the website here:

https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/tsp_complete_document

Columbia River Heritage Trail

With the assistance of Irrigon High School student intern Anthony Standley, Planning Department is assembling a detailed inventory of trail markers. The inventory will allow county staff and public agency landowners to determine which trail markers need to be replaced. The report will be presented in late Fall or

early winter to interested stakeholders. Persons interested in the Heritage Trail are encouraged to contact the Planning Department.

Energy Projects

Two planners joined Board of Commissioners, developers and State of Oregon staff for a tour of the new Wheatridge Solar Project under construction at the intersection of Bombing Range Road and Highway 207. The tour was hosted by the state in part to address concerns about the construction impacts.

Status of renewable energy projects in Morrow County can be found here:

<https://www.co.morrow.or.us/planning/page/renewable-energy-1>

Code Enforcement

Code Enforcement activity continues to be steady. Several long-standing code violations were processed in Justice Court this month. Code Enforcement Ordinance is posted on the Planning Department website here:

<https://www.co.morrow.or.us/planning/page/code-enforcement>

Grants Round Up:

State Technical Assistance (TA) Grant Program

Staff submitted an application on behalf of the Cities of Ione, Lexington and Heppner. If funded, the grant project would provide the technical background to help the cities update their Comprehensive Plans to address Statewide Planning Goal 9 Economic Development, update their inventory of lands zoned commercial and industrial and, develop strategies for growth. According to State of Oregon land use planning program, each city is required to have a 20-year supply of employment lands, otherwise known as commercial and industrial lands. This project, in part, would help ensure the cities comply with the land inventory requirement. Letters of support from each city, the Port of Morrow and the Willow Creek Valley Economic Development Group were included. Award decisions should be made in November.

Housing Planning Grant – AWARDED!

Planning Department received notice of award for the regional housing grant from the Department of Land Conservation and Development (DLCD). A consultant will begin work in early November. Anyone interested in the topic of housing in the Cities of Ione, Lexington and Heppner are encouraged to contact the County Planning Department. This grant project will include a variety of options for persons to be involved. Please contact Planning Department if you are interested or would like to see the grant Scope of Work.

Economic Development Assistance Grants – Coal Communities

Staff continues to provide capacity to Commissioners looking into opportunities for federal Economic Development Association (EDA) funding. The federal EDA funds this year have a large set-aside for communities impacted by the closure of coal plants which certainly includes Morrow County.

Other Projects:

Ione Wastewater Project Staff continue to participate in monthly calls with city officials to discuss a future wastewater system for the town. Together with the new Emergency Manager Paul Gray, staff are researching funding opportunities.

Building Inspection Program

Planning staff and County Administrator are evaluating possible changes to the program.

Legislative Update: A summary of land use and related bills from 2021 Legislative Session was presented to Planning Commission on September 28th. The legislative summary begins on page 43 of the September Planning Commission packet.

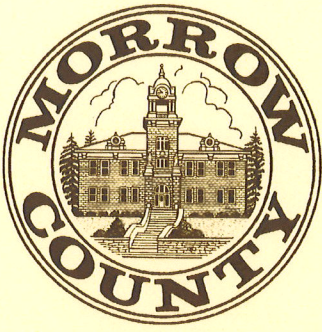
https://www.co.morrow.or.us/sites/default/files/fileattachments/planning_commission/meeting/packets/15698/packet_without_minutes_09172021_-_copy.pdf

Planning Trivia Question of the Month:

Are commercial trucks allowed in the Rural Residential Zones? If yes, is there a limit on the number a landowner may park on a single parcel?

Answers to last month's trivia questions.

Morrow County Zoning Ordinance Section 4.110 includes Minimum Standards for a Manufactured Home on Individual Lots or Parcels. That section of the code was updated in 2006 for both mobile homes in farm zones and in rural residential zones. A Variance application may be made to permit homes manufactured more than 10 years prior to the date of filing a land use application.



TREASURER

Jaylene Papineau

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: jpapineau@co.morrow.or.us

Date Prepared: October 1, 2021

BOC Agenda Date: October 6, 2021

Subject: Monthly Treasurer Report-August 2021

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

Earning Yield and Interest Rates:

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>
LGIP	0.60%	0.55%	.05%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

- *For the latest interest rate news of the LGIP visit the website at:
<https://www.oregon.gov/treasury/public-financial-services/oregon-short-term-funds/pages/default.aspx>*

Outstanding checks: Reconciliation is still currently in progress

August Total Interest: Interest (less fees) was \$13,017.09

August Turnover: Total distributed to Taxing Districts was \$194,266.18

Transfer Requests: I received no Taxing District transfer of funds requests in August

The statement for the LGIP and the Pooled Cash Report are included.

- *Please see the information I have added to my page of the County's website*

Please let me know if you have any questions.

Jaylene Papineau
Morrow County Treasurer
541-676-5630
PO Box 37
Heppner, OR 97836

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	9,922,243.37 (	1,207,866.98)	8,714,376.39
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,250.73	7.98	17,258.71
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	340,511.75 (	2,976.95)	337,534.80
202-100-1-10-1500		ROAD FC W/TREASURER	3,167,854.27 (	613,641.07)	2,554,213.20
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	1,464,754.42	38,516.94	1,503,271.36
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	142,492.62 (	20,135.33)	122,357.29
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	31,265.95	6,185.72	37,451.67
207-100-1-10-1500		911 FC W/TREASURER	489,728.26 (	22,563.92)	467,164.34
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	260,994.10	1,907.18	262,901.28
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,143,475.66	150,840.18	1,294,315.84
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	36.76	196.96	233.72
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	3.91	18.99	22.90
214-100-1-10-1500		FAIR FC W/TREASURER	285,923.42	3,761.45	289,684.87
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	66,738.53	30.88	66,769.41
216-100-1-10-1500		STF FC W/TREASURER	587,598.48	88,886.65	676,485.13
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	19,290.43	8.93	19,299.36
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	21,612.00 (	174.20)	21,437.80
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	1,144.32	18,838.40	19,982.72
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	15,540.64	17,966.47	33,507.11
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	45,976.85	21.27	45,998.12
223-100-1-10-1500		CAMI GRANT FC W/TREAS	42,826.72	7,276.66	50,103.38
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	20,799.04	9.62	20,808.66
225-100-1-10-1500		STF VEHICLE FC W/TREAS	115,667.90	2,079.19	117,747.09
226-100-1-10-1500		FAIR ROOF FC W/TREAS	24,913.66	11.53	24,925.19
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	3,374,935.18 (	543,598.60)	2,831,336.58
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	22,800.70 (	592.37)	22,208.33
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	25,836.03	11.95	25,847.98
230-100-1-10-1500		RODEO FC W/TREAS	0.00	0.00	0.00
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	58,753.76	10,599.48	69,353.24
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	22,003.09	233.73	22,236.82
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,665.92	13.73	29,679.65
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	21,210.55	9.81	21,220.36
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	1,097,283.10	43,000.69	1,140,283.79
238-100-1-10-1500		PARK FC W/TREAS	242,009.62 (	3,506.31)	238,503.31
240-100-1-10-1500		EQUITY FC W/TREAS	237,971.57	58,462.33	296,433.90
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	1,099,948.90	508.96	1,100,457.86
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	874.01	0.40	874.41
245-100-1-10-1500		WPF FC W/TREASURER	257.73	0.00	257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	81,860.86	37.88	81,898.74
322-100-1-10-1500		COURT SECURITY FC W/TREAS	92,147.15 (	9,873.71)	82,273.44
500-100-1-10-1500		ECHO WINDS FC W/TREAS	17,719.75	8.20	17,727.95
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	11,379.37	5.27	11,384.64
502-100-1-10-1500		MO CO ENTERPRISE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	132,073.64	6,327.99	138,401.63
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00
510-100-1-10-1500		P & P FC W/TREAS	402,755.59 (	52,247.19)	350,508.40
514-100-1-10-1500		IONE SD B & I FC W/TREAS	278.73	1,600.29	1,879.02

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	105.09	416.90	521.99
516-100-1-10-1500		RADIO DIST FC W/TREAS	532.13	2,648.76	3,180.89
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	96.40	353.56	449.96
521-100-1-10-1500		PGE CARTY FC W/TREAS	51,967.03	24.05	51,991.08
522-100-1-10-1500		SHERIFF RES FUND/TREAS	14,996.03 (	270.47)	14,725.56
540-100-1-10-1500		RESILIENCY FUND W/TREAS	92,008.25 (	70,499.00)	21,509.25
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	2,865.59	14,060.29	16,925.88
618-100-1-10-1500		IRRIGON SEWER FC W/TREAS	0.00	0.00	0.00
619-100-1-10-1500		WEST EXTENSION FC W/TREAS	0.00	0.00	0.00
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.00	0.00	0.00
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	537.64	3,502.87	4,040.51
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.00	0.00	0.00
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	276.04	1,835.51	2,111.55
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	17,892.76	128.95	18,021.71
625-100-1-10-1500		BOARDMAN PARK & REC B & I	0.00	0.00	0.00
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	7.44	45.78	53.22
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,623.56	1.68	3,625.24
629-100-1-10-1500		PORT OF MORROW B & I FC W/TREA	0.00	0.00	0.00
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	263.45	1,310.52	1,573.97
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	2,819.36	14,981.91	17,801.27
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	574.33	3,203.20	3,777.53
633-100-1-10-1500		CITY OF IONE FC W/TREAS	92.09	507.17	599.26
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	287.81	1,563.27	1,851.08
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	48.00	307.52	355.52
636-100-1-10-1500		BOARDMAN RFPD FC W/TREAS	1,751.22	8,547.08	10,298.30
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	88.70	486.87	575.57
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	172.37	906.30	1,078.67
640-100-1-10-1500		IONE RFPD FC W/TREAS	729,225.90 (	2,356.20)	726,869.70
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	0.16	1.08	1.24
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	46.47	193.97	240.44
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	74.09	409.82	483.91
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	84.78	431.37	516.15
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	32.46	171.94	204.40
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	229.50	1,199.26	1,428.76
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	490.10	2,048.08	2,538.18
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	129.01	683.19	812.20
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	1,161.73	5,329.66	6,491.39
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	581,116.33	8,800.89	589,917.22
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	14.02	77.30	91.32
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	11,425.77	56,982.47	68,408.24
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	191,593.51	17,424.68	209,018.19
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	1,911.40	9,550.13	11,461.53
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	14.47	0.01	14.48
656-100-1-10-1500		IONE-LEX CEM PERP FC W/TREAS	0.00	0.00	0.00
657-100-1-10-1500		IONE-LEX CEM EQUIP FC W/TREAS	0.00	0.00	0.00
658-100-1-10-1500		BMCC FC W/TREASURER	2,052.77	10,255.67	12,308.44
659-100-1-10-1500		BMCC B & I FC W/TREASURER	691.76	3,454.62	4,146.38
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	674.44	3,266.48	3,940.92
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	71.61	359.83	431.44
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	679.22	3,360.50	4,039.72
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	3,112.00	0.00	3,112.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	254.36	1,546.51	1,800.87
667-100-1-10-1500		EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500		TAX APPEALS FC W/TREAS	381,445.90	176.50	381,622.40
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,007.23	5.09	11,012.32
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	1,846.44	0.85	1,847.29
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	8,471.07	224,652.33	233,123.40
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,160.72	0.54	1,161.26
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	269,497.07	124.70	269,621.77
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	4,660.66	45,752.66	50,413.32
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	2.87	17.63	20.50
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,272,996.13	589.03	1,273,585.16
685-100-1-10-1500		STATE HOUSING FC W/TREAS	10,268.85	11,947.49	22,216.34
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	110,133.93	50.96	110,184.89
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	1,122.15	5,660.62	6,782.77
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	43.41	291.08	334.49
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	62.68	411.14	473.82
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	31,898.09	(31,898.09)	0.00
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH			29,087,275.31	(1,654,754.41)	27,432,520.90

CASH IN BANK - POOLED CASH

999-100-1-10-1501		AP POOLED BEO	363,344.70	180,105.82	543,450.52
999-100-1-10-1502		PAYROLL BEO	11,734.07	1.66	11,735.73
999-100-1-10-1503		STATE TREASURY POOL	28,702,215.75	(1,834,861.89)	26,867,353.86
999-100-1-10-1504		CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505		WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506		UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507		COMMUNITY BANK	100.20	0.00	100.20
999-100-1-10-1508		US BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH			29,077,394.72	(1,654,754.41)	27,422,640.31

WAGES PAYABLE

999-100-2-60-6001		WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH			29,077,394.72	(1,654,754.41)	27,422,640.31
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Account Statement - Transaction Summary

For the Month Ending **August 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	28,702,270.40
Purchases	387,935.27
Redemptions	(2,222,851.81)
<hr/>	
Closing Balance	\$26,867,353.86
Dividends	12,947.48

Asset Summary		
	August 31, 2021	July 31, 2021
Oregon LGIP	26,867,353.86	28,702,270.40
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Total	\$26,867,353.86	\$28,702,270.40



Account Statement

For the Month Ending **August 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					28,702,270.40
08/02/21	08/02/21	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	6,925.78	28,709,196.18
08/02/21	08/02/21	Redemption - ACH Redemption	1.00	(55.00)	28,709,141.18
08/02/21	08/02/21	LGIP Fees - ACH Redemption (8 @ \$0.05 - From 4206) - July 2021	1.00	(0.40)	28,709,140.78
08/02/21	08/02/21	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - July 2021	1.00	(0.40)	28,709,140.38
08/03/21	08/03/21	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	22,724.00	28,731,864.38
08/03/21	08/03/21	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	631.05	28,732,495.43
08/04/21	08/04/21	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	28,830.00	28,761,325.43
08/04/21	08/04/21	Redemption - ACH Redemption	1.00	(500,000.00)	28,261,325.43
08/05/21	08/05/21	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(2,744.53)	28,258,580.90
08/05/21	08/05/21	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(105.09)	28,258,475.81
08/05/21	08/05/21	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(96.40)	28,258,379.41
08/05/21	08/05/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(490.10)	28,257,889.31
08/05/21	08/05/21	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(1,161.73)	28,256,727.58
08/05/21	08/05/21	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(3,357.00)	28,253,370.58
08/05/21	08/05/21	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(11,462.53)	28,241,908.05
08/05/21	08/05/21	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(1,911.40)	28,239,996.65
08/05/21	08/05/21	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(1,404.79)	28,238,591.86
08/06/21	08/06/21	Redemption - ACH Redemption	1.00	(7.44)	28,238,584.42
08/11/21	08/11/21	Redemption - ACH Redemption	1.00	(700,000.00)	27,538,584.42



Account Statement

For the Month Ending **August 31, 2021**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
08/13/21	08/13/21	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	104,933.40	27,643,517.82
08/17/21	08/17/21	ODOT - ODOT PYMNT	1.00	90,185.12	27,733,702.94
08/19/21	08/19/21	ODOT - ODOT PYMNT	1.00	27,049.43	27,760,752.37
08/25/21	08/25/21	Redemption - ACH Redemption	1.00	(1,000,000.00)	26,760,752.37
08/26/21	08/26/21	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	62,772.17	26,823,524.54
08/26/21	08/26/21	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	663.51	26,824,188.05
08/31/21	08/31/21	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	30,273.33	26,854,461.38
08/31/21	08/31/21	Redemption - ACH Redemption	1.00	(55.00)	26,854,406.38
08/31/21	09/01/21	Accrual Income Div Reinvestment - Distributions	1.00	12,947.48	26,867,353.86

Closing Balance **26,867,353.86**

	Month of August	Fiscal YTD July-August		
Opening Balance	28,702,270.40	31,847,095.63	Closing Balance	26,867,353.86
Purchases	387,935.27	1,020,927.77	Average Monthly Balance	27,718,353.30
Redemptions	(2,222,851.81)	(6,000,669.54)	Monthly Distribution Yield	0.55%
Closing Balance	26,867,353.86	26,867,353.86		
Dividends	12,947.48	27,705.80		



MORROW COUNTY JUSTICE COURT

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

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

Court Clerks
Gabriela Perches
Robin Jones

Glen G. Diehl
Justice of the Peace

Justice Court
Quarterly Report
October 01, 2021

1. Distribution of Fines and Assessments for the months of July, August, and September, 2021
2. Dealing with the new normal.
 - a. The Court staff has continued to work diligently and as efficiently as possible during this time. Please note, it is due to my staff's positive can-do attitude we have continued processing and adjudicating cases on a steady level.
 - b. As we continue with this pandemic, we and the rest of the State We are still seeing an alarming trend in triple digit speeding violations and failure to appear cases.
3. With the help of DDA Tovey, we have converted several of our court forms to a digital format in our efforts to move to a paperless system and increase our efficiency.
4. We are excited to get the move behind us and start working in the new building.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen G. Diehl", written over a white background.

Glen G. Diehl
Justice of the Peace

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

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 7/01/21 - 7/31/21

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
I CITY OF BOARDMA	32.00	.00	.00	32.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	15205.64	.00	831.00	11117.14	801.00	.00	.00	.00	110.00	2346.50
T STATE OFFICER	16888.00	.00	25.00	6690.00	699.00	7001.00	.00	.00	88.00	2385.00
Z DUII	2242.50	.00	515.00	1482.50	.00	.00	.00	.00	.00	245.00
W STATE WEIGHMAST	810.00	.00	.00	489.00	48.00	117.00	.00	.00	6.00	150.00
G FISH & GAME	230.00	.00	.00	47.00	32.00	47.00	.00	.00	4.00	100.00
V MISD.	2387.00	.00	1143.00	919.00	44.00	.00	.00	.00	6.00	275.00
D ANIMAL VIOLATIO	129.34	.00	.00	125.00	4.34	.00	.00	.00	.00	.00
** COLUMN TOTALS **	37924.48 *	.00 *	2514.00 *	20901.64 *	1628.34 *	7165.00 *	.00 *	.00 *	214.00 *	5501.50 *

CITY SHARE BREAKDOWN

COUNTY SHARE BREAKDOWN

STATE SHARE BREAKDOWN

MISCELLANEOUS OTHER

FINE SHARE.....	.00	FINE SHARE.....	20884.14	FINE SHARE.....	7165.00	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	525.00	UNITARY AS.....	.00	COMP. FINES.....	145.00
CLERK COSTS.....	.00	CLERK COSTS.....	.00	DMV FEES.....	.00	RESTITUTION.....	175.00
		JAIL 60% .....	.00	STATE MISC .....	.00		
SUPPL ASSESS.....	.00	SUPPL ASSESS.....	214.00	DWS CONV FEE.....	.00		
		JAIL HB2562.....	1628.34	STATE OBLIG .....	.00		
NON-COST COURT...	.00	NON-COST COURT...	606.00	VICTIM ASSIST.....	.00	REFUNDS.....	285.00
		SMALL CLAIMS.....	.00	JAIL 40% .....	.00	COLL. AGY. ....	.00
COURT SECURITY...	.00	COURT SECURITY....	.00	LEMLA.....	.00		
		OFFENSE SURCHG....	17.50	IDP.....	.00		
		ATTORNEY FEES.....	1383.00	COURT SECURITY....	.00		
TOTAL CITY	.00 **	TOTAL COUNTY	25257.98 **	SECTION 6B-CFA	5181.50		
				TOTAL STATE	12346.50 **		

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JULY, 2021

SIGNED



TITLE--JUSTICE CT JUDGE DATE 8/04/21

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

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 8/01/21 - 8/31/21

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	125.00	.00	125.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	308.00	.00	25.00	189.00	72.00	.00	.00	7.00	4.00	11.00
O COUNTY OFFICER	18806.98	.00	88.00	14515.98	1061.00	.00	.00	.00	128.00	3014.00
T STATE OFFICER	22795.48	.00	337.00	9632.98	689.00	9750.50	.00	.00	86.00	2300.00
Z DUII	3065.00	.00	510.00	2487.00	16.00	.00	.00	.00	2.00	50.00
W STATE WEIGHMAST	2665.00	.00	.00	1953.00	80.00	372.00	.00	.00	10.00	250.00
V MISD.	2053.50	.00	597.50	1059.57	48.00	.00	.00	.00	6.00	342.43
D ANIMAL VIOLATIO	125.00	.00	.00	125.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	49943.96 *	.00 *	1682.50 *	29962.53 *	1966.00 *	10122.50 *	.00 *	7.00 *	236.00 *	5967.43 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE..... .00	FINE SHARE..... 29917.53	FINE SHARE..... 10122.50	OTHER..... .00
COURT COSTS..... .00	COURT COSTS..... 350.00	UNITARY AS..... .00	COMP. FINES..... .00
CLERK COSTS..... .00	CLERK COSTS..... .00	DMV FEES..... .00	RESTITUTION..... 132.43
	JAIL 60% 43.20	STATE MISC ..... .00	
SUPPL ASSESS..... .00	SUPPL ASSESS..... 236.00	DWS CONV FEE..... .00	
	JAIL HB2562..... 1894.00	STATE OBLIG ..... .00	
NON-COST COURT... .00	NON-COST COURT... 425.00	VICTIM ASSIST..... .00	
	SMALL CLAIMS..... .00	JAIL 40% 28.80	
COURT SECURITY... .00	COURT SECURITY... .00	LEMLA..... 7.00	REFUNDS..... .00
	OFFENSE SURCHG... 45.00	IDP..... .00	COLL. AGY. .... .00
	ATTORNEY FEES... 907.50	COURT SECURITY... 11.00	
TOTAL CITY .00 **	TOTAL COUNTY 33818.23 **	SECTION 6B-CFA 5824.00	
		TOTAL STATE 15993.30 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF AUGUST, 2021

SIGNED

TITLE--JUSTICE CT JUDGE DATE 9/01/21

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

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 9/01/21 - 9/30/21

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	125.00	.00	125.00	.00	.00	.00	.00	.00	.00	.00
I CITY OF BOARDMA	240.00	.00	.00	139.46	26.54	.00	.00	5.00	2.00	67.00
O COUNTY OFFICER	18050.80	.00	351.40	13239.16	1034.00	.00	.00	.00	136.24	3290.00
T STATE OFFICER	17798.18	.00	210.00	6683.04	774.00	7229.14	.00	.00	102.00	2800.00
Z DUII	3695.00	.00	815.00	2686.00	48.00	.00	.00	.00	6.00	140.00
W STATE WEIGHMAST	2060.00	.00	.00	1374.00	80.00	296.00	.00	.00	10.00	300.00
V MISD.	2230.40	.00	256.00	1680.56	48.00	.00	.00	.00	6.00	239.84
D ANIMAL VIOLATIO	125.00	.00	.00	125.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	44324.38 *	.00 *	1757.40 *	25927.22 *	2010.54 *	7525.14 *	.00 *	5.00 *	262.24 *	6836.84 *

CITY SHARE BREAKDOWN

COUNTY SHARE BREAKDOWN

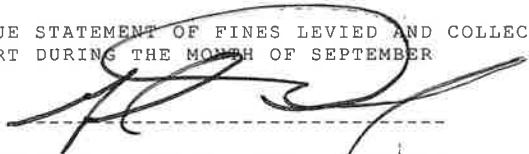
STATE SHARE BREAKDOWN

MISCELLANEOUS OTHER

FINE SHARE.....	.00	FINE SHARE.....	25927.22	FINE SHARE.....	7525.14	OTHER.....	.00
COURT COSTS.....	.00	COURT COSTS.....	195.77	UNITARY AS.....	.00	COMP. FINES.....	4.00
CLERK COSTS.....	.00	CLERK COSTS.....	.00	DMV FEES.....	.00	RESTITUTION.....	35.84
		JAIL 60%	15.92	STATE MISC .....	.00		
SUPPL ASSESS.....	.00	SUPPL ASSESS.....	262.24	DWS CONV FEE.....	.00		
		JAIL HB2562.....	1984.00	STATE OBLIG .....	.00		
NON-COST COURT...	.00	NON-COST COURT...	560.63	VICTIM ASSIST.....	.00		
		SMALL CLAIMS.....	.00			REFUNDS.....	5.00
COURT SECURITY...	.00	COURT SECURITY....	.00	JAIL 40%	10.62	COLL. AGY.....	.00
		ATTORNEY FEES.....	1001.00	LEMLA.....	5.00		
TOTAL CITY	.00 **	TOTAL COUNTY	29946.78 **	IDP.....	.00		
				COURT SECURITY....	7.00		
				SECTION 6B-CFA	6790.00		
				TOTAL STATE	14337.76 **		

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

SIGNED



TITLE--JUSTICE CT JUDGE DATE 10/01/21

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Written activity report only as I'm attending a "Lines for Life" training this week, and next week is Oregon Department of Veterans Affairs Fall Conference. It will be a busy month of training and serving our veterans.

Suicide Awareness Funds received from Oregon Department of Veterans Affairs, the full amount of \$4,000. Community Counseling Solutions will be partnering along with this department along with Walla Walla VA Medical Center to organize a Suicide Awareness Walk in the spring. We'll be working with finance on a budget resolution.

Veterans claims backlog is being worked on and the decisions are creating a few sizable retroactive awards as shown on the report. There are some accuracy problems with the current monthly award figures in our software program as noted. (This could be due to temporary office workers entering information incorrectly, unsure.) The retroactive amount is correct.

Morrow County Sheriffs Department was presented with "Veteran "pins for his officers, and similar pins are being provided to Boardman Police Department. There will be gift cards going out to them soon, along with Veterans Services information. We will resume normal face to face outreach when it is safe to do so.

There has been an increase in deaths this year, as well as an increase in requests for services not tied to claims. Timely access to services has been impacted at all levels, due to COVID. We're continuing to adapt and readjusting our expectations and timelines.

2. FISCAL IMPACT:

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

Review Activity Report to be submitted to Oregon Department of Veterans Affairs.

Attach additional background documentation as needed.

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

Important Submission Instructions

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

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

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input checked="" type="checkbox"/> 1 st Quarter (July, August, September) <input type="checkbox"/> 2 nd Quarter (October, November, December) <input type="checkbox"/> 3 rd Quarter (January, February, March) <input type="checkbox"/> 4 th Quarter (April, May, June)
Name of County	Time Period
Morrow	July 1, 2021 through June 30, 2022

INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
*74	2	76

CLAIMS/APPEALS/BENEFIT AWARDS

Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.

Original USDVA Form 526, 527, or 534 filed this quarter:	12
Original USDVA Form 1010EZ/1010EZR (enrollment for health care) filed:	8
USDVA Form 20-0995 (decision review/supplemental claim) filed:	2
NOD/VA Form 9/VA Form 0996/VA Form 10182 filed:	0
Total Amounts this Qtr (new monthly awards): \$ incorrect in VS	Retroactive Awards for the Quarter: \$ 155,008.15

OUTREACH CONDUCTED

Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview.

The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in you county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Virtual Community Resource Roundtable	Various service providers	20+
Home for Hope	Various service providers	25+

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OTHER SERVICES PERFORMED
Other services performed outside of applications for VA benefits. For example: assistance with housing, clothing allowance, VA medical billing issues, transportation solutions, overpayment, assistance applying for other benefits (e. g., SSI), etc.
Assist with various community resources, housing. VA billing issues, transportation & assist survivors to complete forms for SBP. Coordinate Health Care for elderly veterans. Apply for other benefits. Work with legislators to resolve veterans issue. Assist with DFAS forms. Provide Homeless resources to individual & coordinate with SSVF & VA.
Assist vets with travel pay issues. Assist homeless with resource coordination. Resource coordination with private care. Assist Private Care with VA resources & information related to VA forms.
Provide emergency resource list to multiple service providers. Request medical records, request federal documents. Request vital records.
Please list below any veteran or non-veteran specific meetings attended. These meetings serve to get veteran information to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Homeless Veteran Task Force, Rotary Club, Lions Club, Elks Club, or County Transportation Boards.
Domestic Violence Services Meeting, County Directors meeting, Board of Commissioners, LCAC,
CCS Advisory Board Meeting
AOC Veterans Steering Committee Meeting
WWVAMC Leadership VSO & Legislative Meeting
Please list below any Conferences or Training events attended.
TMS Confidentiality & Privacy training, NVLSP Ethics for Veterans Advocates, ODVA regional training,
Walla Walla VAMC Inclusive Care, ODVA small office discussions, GOBHI Mental Health, OHA Affordable Housing
Veterans Naturalization, OHA Homeless & Coordinated Entry
Leadership & legislative meeting with WWVAMC leadership re: rural clinic concerns

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

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