

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 23, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**See Zoom Meeting Info 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. Accounts Payable and Payroll Payables
  - b. Contract with Community Counseling Solutions, Inc., for Services to the Sheriff's Office
  - c. Corrected BOC Minutes – December 8, 2021
5. **Recognition of Upcoming Retirement:** Patricia Hughes, Deputy Assessor/Tax Collector
6. **Business Items**
  - a. Letter of Support for U.S. Economic Development Administration Grant Application, Heppner Water System Improvement Project (Commissioner Lindsay)
  - b. Compensation Board Recommendations (Darrell Green, Administrator)
  - c. Update on Finance Director Search (Darrell Green)
  - d. Proposed Budget Committee Meeting Date (Darrell Green)
  - e. Unanticipated Revenue Option 2, Distribution Clarification
  - f. Economic Development Conveyance between U.S. Army and Columbia Development Authority (Chair Doherty)
7. **Department Reports**
  - a. Road Department Monthly Report (Eric Imes, Public Works Director)
8. **Correspondence**
9. **Commissioner Reports**
10. **Signing of documents**
11. **Adjournment**

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

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

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, Administrator at (541) 676-2529.

## **Zoom Meeting Information**

<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#



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

(For BOC Use)
Item #
4b

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

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

Date submitted to reviewers: 3-17-2022
Requested Agenda Date: 3-23-2022

Renewal of Contract with Community Counseling Solutions for their Services

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: Community Counseling Solutions
Contractor/Entity Address: 550 W. Sperry Street, Heppner, OR 97836
Effective Dates - From: July 1, 2021 Through: June 30, 2022
Total Contract Amount: 24,000. Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Sheriff Kenneth Matlack Department Director
DATE
Administrator
DATE
County Counsel
DATE
Finance Office
DATE
Human Resources
DATE

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):**

Renewal of the Contract for Services with Community Counseling Solutions providing services to Morrow County.

**2. FISCAL IMPACT:**

\$6,000. payment per quarter to Community Counseling Solutions for services to Morrow County for the contract period.  
Not to exceed \$24,000.

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

Suggest the Board of Commissioners sign the contract.

Attach additional background documentation as needed.

1                   **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
2   **COUNSELING SERVICES**

3  
4 This Contract is between Morrow County, a political subdivision of the State of Oregon, hereafter called  
5 County, and Community Counseling Solutions, Inc. hereafter called Contractor. Contract Administrator  
6 for this contract is Sheriff Ken Matlack, Morrow County Sheriff's Office.  
7

8 **1. Effective Date and Duration.** This contract shall become effective as of July 1, 2021. Unless earlier  
9 terminated or extended, this Contract shall expire after one year. Expiration shall not extinguish or  
10 prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty;  
11 or any default or defect in Contractor performance that has not been cured.  
12

13 **2. Statement of Work.** The parties are agreed upon the following terms and conditions:  
14

15 Contractor will provide the following services to the Morrow County Sheriff's Office to include 20  
16 hours per week, as herein described:

- 17       a. Mental health assessment and treatment
- 18       b. Drug and alcohol counseling and treatment
- 19       c. Batterer's Intervention
- 20       d. Sex offender treatment
- 21       e. Driving Under the Influence of Intoxicants (DUII) evaluation and treatment  
22

23 **3. Consideration.** County agrees to pay Contractor according to the following: Contractor will bill  
24 County on a quarterly basis by invoice for the services, with a total amount per quarter of \$6,000.  
25 The total amount of the contract will not exceed \$24,000.  
26

27 **4. Contract Documents.** This contract consists of this Contract with all attached exhibits.  
28

29 **5. Independent Contractor; Responsibility for Taxes and Withholding.**

- 30 a. Contractor shall perform required work as an independent contractor. Although County reserves  
31 the right (i.) to determine (and modify) the delivery schedule for the work to be performed and (ii.)  
32 to evaluate the quality of the completed performance, County cannot and will not control the  
33 means or manner of Contractor's performance. Contractor is responsible for determining the  
34 appropriate means and manner of performing the work.
- 35 b. If Contractor is currently performing work for County, the State of Oregon or the Federal  
36 Government, Contractor by signature to this Contract declares and certifies that: Contractor's  
37 work to be performed under this Contract creates no potential or actual conflict of interest as  
38 defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county,  
39 state or federal) would prohibit Contractor's activities under this Contract. Contractor is not an  
40 "officer," "employee," or "agent" of County, as those terms are used in ORS 30.265.
- 41 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or  
42 payments paid to Contractor under this Contract and, unless Contractor is subject to backup  
43 withholding, County will not withhold from such compensation or payments any amount(s) to  
44 cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social  
45 Security, unemployment insurance or workers' compensation benefits from compensation or  
46 payments paid to Contractor under this Contract, except as a self-employed individual.  
47

48 **6. Subcontracts and Assignment; Successors and Assigns.**

- 49 a. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or  
50 assign or transfer any of its interest in this Contract, without County's prior written consent. In

- 51 addition to any other provisions County may require, Contractor shall include in any permitted  
52 subcontract under this Contract a requirement that the subcontractor be bound by Sections 6, 10,  
53 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. County's consent to  
54 any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.  
55 b. The provisions of this Contract shall be binding upon, and shall inure to the benefit of the parties  
56 hereto, and their respective successors and assigns, if any.  
57
- 58 **7. No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are  
59 the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or  
60 shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to  
61 third persons unless such third persons are individually identified by name herein and expressly  
62 described as intended beneficiaries of the terms of this Contract.  
63
- 64 **8. Funds Available and Authorized**
- 65 a. Contractor shall not be compensated for work performed under this contract by any other County  
66 or department of the State of Oregon. County has sufficient funds currently available and  
67 authorized for expenditure to finance the costs of this Contract.  
68 b. County will only pay for completed work that is accepted by County.  
69
- 70 **9. Representations and Warranties**
- 71 a. Contractor's Representations and Warranties. Contractor represents and warrants to County that  
72 (i.) Contractor has the power and authority to enter into and perform this Contract, (ii.) this  
73 Contract, when executed and delivered, shall be a valid and binding obligation of Contractor  
74 enforceable in accordance with its terms, (iii.) the work under this Contract shall be performed in  
75 a good and workmanlike manner and in accordance with the highest professional standards, and  
76 (iv.) Contractor shall, at all times during the term of this Contract be qualified, professionally  
77 competent, and duly license to perform the work.  
78 b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu  
79 of, any other warranties provided.  
80
- 81 **10. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and  
82 County, their officers, employees, agents, from and against all claims, suits, or actions, losses,  
83 damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or  
84 relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this  
85 Contract.  
86
- 87 **11. Insurance.** Contractor shall provide insurance as required by State law. Contractor will carry  
88 professional liability or general liability insurance, sufficient to cover all the services which are  
89 provided under the agreement. Said insurance will have a combined single limit equivalent of not  
90 less than \$500.00 each claim, incident, or occurrence.  
91
- 92 **12. Termination**
- 93 a. Parties Right to Terminate for Convenience. This Contract may be terminated at any time by  
94 mutual written consent of the parties.  
95 b. County's Right to Terminate for Convenience. County may, at its sole discretion, terminate this  
96 Contract, in whole or in part, upon thirty (30) days' notice to Contractor.  
97 c. Remedies- (i.) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole  
98 remedy shall be a claim for the sum designated for accomplishing the work multiplied by the  
99 percentage of work completed and accepted by County, less previous amounts paid and any  
100 claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the

101 amount due to Contractor under this subsection, Contractor shall pay any excess to County upon  
102 demand.  
103 d. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract,  
104 Contractor shall immediately cease all activities under this Contract, unless County expressly  
105 directs otherwise in such notice of termination. Upon termination of this Contract, Contractor  
106 shall deliver to County all documents, information, works-in-progress and other property that is  
107 or would be deliverables had the Contract been completed. Upon County request, Contractor  
108 shall surrender to anyone County designates, all documents, research or objects or other tangible  
109 things needed to complete the work.  
110

111 **13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**  
112 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i.) ANY INDIRECT,**  
113 **INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT**  
114 **OR (ii.) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION**  
115 **OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.**  
116

117 **14. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
118 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any  
119 other records pertinent to this Contract in such a manner as to clearly document Contractor's  
120 performance. Contractor acknowledges and agrees that County and the Oregon Secretary of State's  
121 Office and the federal government and their duly authorized representatives shall have access to such  
122 fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to  
123 this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall  
124 retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a  
125 minimum of three (3) years, or such longer period as may be required by applicable law, following final  
126 payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation  
127 arising out of or related to this Contract, whichever date is later.  
128

129 **15. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
130 regulations, executive orders and ordinances applicable to the work under this Contract. Without  
131 limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i.) Title VI of  
132 Civil Rights Act of 1964; (ii.) Section V of the Rehabilitation Act of 1973; (iii.) the Americans with  
133 Disabilities Act of 1990 and ORS 659.425; (iv.) all regulations and administrative rules established  
134 pursuant to the foregoing laws; and (v.) all other applicable requirements of federal and state civil rights  
135 and rehabilitation statutes, rules and regulations. County's performance under this Contract is  
136 conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316,  
137 279.320, and 279.555, which are incorporated by reference herein.  
138

139 **16. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused  
140 by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's  
141 reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate  
142 such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue  
143 performance of its obligations under this contract.  
144

145 **17. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract,  
146 except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 24.  
147

148 **18. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.  
149

150 **19. Notice.** Except as otherwise expressly provided in this Contract, any communication between the  
151 parties hereto or notices to be given hereunder shall be given in writing by personal delivery,

152 facsimile, electronic mail (e-mail), or mailing the same, postage prepaid, to Contractor or County at  
153 the address or number set forth on the signature page of this Contract, or to such other addresses or  
154 numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or  
155 notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any  
156 communication or notice delivered by facsimile shall be deemed to be given when receipt of the  
157 transmission is generated by the transmitting machine. To be effective against County, such facsimile  
158 transmission must be confirmed by telephone notice to County's Contract Administrator. Any  
159 communication or notice by personal delivery shall be deemed to be given when actually delivered.  
160 Any communication or notice delivered by electronic mail (e-mail) to be deemed official  
161 correspondence must be confirmed by telephone notice to County's Contract Administrator or  
162 confirmed by email response by County's Contract Administrator.  
163

164 **20. Severability.** The parties agree that if any term or provision of this contract is declared by a court of  
165 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
166 provisions shall not be affected, and the rights and obligations of the parties shall be construed and  
167 enforced as if the contract did not contain the particular term or provision held to be invalid.  
168

169 **21. Counterparts.** This Contract may be executed in several counterparts, all of which when taken  
170 together shall constitute one agreement binding on all parties, notwithstanding that all parties are not  
171 signatories to the same counterpart. Each copy of the Contract so executed shall constitute an  
172 original.  
173

174 **22. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security  
175 number unless Contractor provides a federal tax ID number. This number is requested pursuant to  
176 ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided  
177 pursuant to this authority will be used for the administration of state, federal and local tax laws.  
178

179 **23. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed  
180 in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any  
181 claim, action, suit or proceeding (collectively, "Claim") between County (and/or any other county or  
182 department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be  
183 brought and conducted solely and exclusively within the Circuit Court of Morrow County for the State  
184 of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought  
185 and conducted solely and exclusively within the United States District Court for the District of Oregon.  
186 CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN  
187 PERSONAM JURISDICTION OF SAID COURTS.  
188

189 **24. Merger.** This contract and any attached exhibits constitute the entire agreement between the parties  
190 on the subject matter hereof. There are no understandings, agreements, or representations, oral or  
191 written, not specified herein regarding this Contract. No waiver, consent, modification or change of  
192 terms of this Contract shall bind either party unless in writing and signed by both parties and all  
193 necessary State approvals have been obtained. Such waiver, consent, modification or change, if  
194 made, shall be effective only in the specific instance and for the specific purpose given. The failure  
195 of County to enforce any provision of this Contract shall not constitute a waiver by County of that or  
196 any other provision.  
197

198 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
199 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
200 **BOUND BY ITS TERMS AND CONDITIONS.**



201 **CONTRACTOR DATA AND CERTIFICATION**

202  
203 **Name (tax filing):** COMMUNITY COUNSELING SOLUTIONS

204 **Address:** 550 W. Sperry St.  
205 P.O. Box 469  
206 Heppner, OR 97836

207  
208 **Citizenship, if applicable:** Non-resident alien  Yes  No

209  
210 **Business Designation (check one):**

211  Corporation  Partnership  Limited Partnership  Limited Liability Company  
212  Limited Liability Partnership  Sole Proprietorship  Other non-profit

213  
214 **Federal Tax ID (EIN) SN#:** \_\_\_\_\_

215  
216 Above payment information must be provided prior to contract approval. This information will be  
217 reported to the Internal Revenue Service (IRS) under the name and taxpayer identification (ID) number  
218 submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not  
219 matching IRS records could subject contractor to 31 percent backup withholding.

220  
221 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of  
222 perjury: (a.) the number shown on this form is Contractor's correct taxpayer identification; (b.) Contractor  
223 is not subject to backup withholding because (i.) Contractor is exempt from backup withholding, (ii.)  
224 Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a  
225 failure to report all interest or dividends, or (iii.) the IRS has notified Contractor that Contractor is no longer  
226 subject to backup withholding; (c.) s/he is authorized to act on behalf of Contractor, s/he has authority and  
227 knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not  
228 in violation of any Oregon tax laws; (d.) Contractor is an independent contractor as defined in ORS 670.600;  
229 and (e.) the above Contractor data is true and accurate.

230  
231 **CONTRACTOR**  
232 **COMMUNITY COUNSELING SOLUTIONS, INC.**

233  
234 By: Kimberly Lundy Title: Director Date: 3/16/22

235  
236 Printed name: Kimberly Lundy Phone number: 541-678-9161

237  
238 **COUNTY**  
239 **MORROW COUNTY SHERIFF**

240  
241 By: Kenneth Matlack Date: 3-15-22

242  
243 Printed name: KENNETH MATLACK Phone number: 541-676-5317

244  
245 **MORROW COUNTY BOARD OF COMMISSIONERS**

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

247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266

---

Jim Doherty, Chair

---

Melissa Lindsay, Commissioner

---

Don Russell, Commissioner

Approved as to Form:

---

Morrow County Counsel



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Roberta Lutcher
Department: BOC/Admin
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 3-18-22
Requested Agenda Date: 3-23-22

Corrected BOC Minutes - December 8, 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:

Department Director Required for all BOC meetings
DATE
Administrator Required for all BOC meetings
DATE
County Counsel \*Required for all legal documents
DATE
Finance Office \*Required for all contracts; other items as appropriate.
DATE
Human Resources \*If appropriate
DATE
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

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

An item under "Correspondence" was omitted from the December 8, 2021 minutes. Please see the attached corrected version with the revision in red on page three.

## **2. FISCAL IMPACT:**

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

Please approve as part of the Consent Calendar.

Attach additional background documentation as needed.

**Morrow County Board of Commissioners Meeting Minutes  
December 8, 2021  
Bartholomew Building Upper Conference Room  
Heppner, Oregon**

**Present In-Person**

Chair Don Russell, Commissioner Jim Doherty, Darrell J. Green, Roberta Lutchter

**Present Via Zoom**

Staff: SaBrina Bailey Cave, Bobbi Childers, Mike Gorman, Lindsay Grogan, Katie Imes, Kate Knop, Tamra Mabbott, Aaron Moss, Justin Nelson, Matt Scrivner, Heidi Turrell; Non-Staff: Mike Aldritt, JoAnna Lamb, David Sykes

(Commissioner Lindsay joined the meeting via Zoom from approximately 9:13-9:33 a.m. and again for the Executive Session at the end of the meeting.)

**Call to Order, Pledge of Allegiance & Roll Call:** 9:01 a.m.

**City & Citizen Comments:** None

**Open Agenda:** Chair Russell said the BOC would not hold a meeting on December 29<sup>th</sup> as it was the fifth Wednesday of the month and meetings are not typically held on a fifth Wednesday.

**Consent Calendar**

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

1. *Accounts Payable & Payroll Payables*
2. *Contract Extension with 4R Equipment L.L.C. for Rock Crushing; extending to November 15, 2023*
3. *Columbia Development Authority Invoice for the second quarter, July 1-September 30, 2021; \$3,095.40.*
4. *Amendment 6 to the 2021 Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) #166052 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and authorize the Administrator to sign on behalf of the County.*
5. *2022 OHA IGA #173145 for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; and authorize the Chair to sign on behalf of the County.*

*Chair Russell seconded. Unanimous approval.*

**Business Items**

Planning Commission Appointment Requests

Tamra Mabbott, Planning Department Director

Ms. Mabbott presented the requests for appointment, followed by a brief discussion.

*Commissioner Doherty moved to:*

1. *Reappoint Karl Smith to Planning Commission Position 9, Boardman, term to be December 8, 2021-December 8, 2025*
2. *Reappoint Rod Taylor to Planning Commission Position 4, Ione, term to be December 8, 2021-December 8, 2025*
3. *Appoint Stan Chaffin to Planning Commission Position 1, Boardman, term to be December 8, 2021-December 8, 2025*

*Chair Russell seconded. Discussion: Chair Russell suggested Ms. Mabbott look into the possibility of mileage reimbursements for Planning Commissioner members, which was done in the past. Unanimous approval.*

#### Working Out-of-Classification Request

Lindsay Grogan, Human Resources (HR) Director

Ms. Grogan requested to designate Ronda Fox, Payroll and Benefits Administrator, to work out-of-class to assist in performing HR duties while she is on leave from approximately January 3, 2022 to June 10, 2022. She said Administrator Darrell Green would be taking on the larger projects in her absence. Discussion.

*Commissioner Doherty moved to designate Ronda Fox to work out-of-class due to the absence of the HR Director and to be compensated at Step 1 of the Department Head's Wage Scale for the duration of the absence. Chair Russell seconded. (Commissioner Lindsay joined the meeting by Zoom and Chair Russell updated her on the agenda item being discussed.) Unanimous approval.*

#### Courthouse Feasibility Study – Final Report by DLR Group

Darrell Green, Administrator

Commissioner Lindsay will attend tomorrow's meeting of the Association of Oregon Counties/Oregon Judicial Department Task Force where courthouse funding requests will be heard. She said she needed some direction from the Board and the Administrator as to the four options presented in DLR's report. After discussion, Options 3 and 4 were supported; they were:

- Option 3 – Substantial renovation and addition to the existing Courthouse to fully accommodate court and County space needs on the existing Courthouse site.
- Option 4 – Substantial renovation of the existing Courthouse to organize its operations primarily around County functions and build a new Circuit Court facility on a different site.

#### Command Team Update

- At this point, the Omicron Variant hasn't been seen in the County but the only way to determine it is through the PCR test. It apparently is not as severe as the Delta Variant but is more transmissible.
- Still awaiting the decision by the U.S. Court of Appeals for the Sixth Circuit regarding the future of the vaccine mandate.

(Commissioner Lindsay left the meeting.)

#### Building Project Updates

Morrow County Government Center:

- Working to temporarily connect the telephones and internet lines until Lumen/CenturyTel can permanently install the lines; currently estimated to take place mid-January.
- Abatement will begin in the old building after the move to the new building has been completed. The part of the building that houses the Planning Department, Justice Court and Parole & Probation will be torn down but the part that houses the Sheriff's Office

will remain standing. After the Sheriff's Office employees move to the new building, P&P will occupy that section.

- Delivery delays of some furniture and parts for the heated sidewalks.
- Installation of the solar panels has started.
- Repairing the water damage that occurred on Thanksgiving Day is being completed.

### **Department Reports**

- The Planning Department Monthly Report was provided by Tamra Mabbott, Director.
- The written Treasurer's Monthly Report was reviewed.

### **Correspondence**

- City of Boardman Public Notice: Type II Administrative Land Use Decision, December 22<sup>nd</sup>.
- Letter to Public Works signed by 10 residents of the West Glen area requesting that the gravel roads there be addressed. (The West Glen area is outside the City of Boardman and the roads there are classified as Public Access roads. With this type of designation, the maintenance of such roads is deemed as the responsibility of the residents.) After discussion, the Board asked that the Public Works Director bring the Public Access road issue forward to an agenda in the near future.
- Flyer on how to access Oregon by the Number online: [TFFF.org/obtn](http://TFFF.org/obtn).

### **Commissioner Reports**

Brief reports of activity were provided.

Chair Russell announced the Executive Session and said no decision was anticipated; he adjourned the regular meeting at 10:04 a.m..

**10:06 a.m. Executive Session:** Pursuant to ORS 192.660(2)(i) – To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing

**Signing of documents took place following the 10:30 a.m. Work Session**



6a

## Board of Commissioners

---

P.O. Box 788 • Heppner, OR 97836  
541-676-5613  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

Commissioner Jim Doherty, Chair  
Commissioner Melissa Lindsay  
Commissioner Don Russell

March 23, 2022

U.S. Economic Development Administration  
Attn: J. Wesley Cochran  
915 2<sup>nd</sup> Ave., Room 1890  
Seattle, WA 98174  
Via Email: [jcochran@eda.gov](mailto:jcochran@eda.gov)

RE: Letter of Support for the U.S. Economic Development Administration (EDA) Grant Application from the City of Heppner, Oregon

To whom it may concern,

The Morrow County Board of Commissioners supports the City of Heppner's grant application to EDA for funding to move its water system improvement project from the feasibility stage to the construction-ready, final design stage.

The City's aging infrastructure has needed major upgrades for well over two decades. There are valid concerns that the water supply to the City may be cut off if the 12-mile single pipe from the well to the distribution system is damaged. There are also pressure issues, particularly on the east side of the community. Combine these together, and the need is substantial for a new well and reservoir.

The water infrastructure issues are among the factors impacting economic development in Heppner and surrounding communities. Constraints on economic development contribute to the lack of growth and tax revenue, which in turn, limits the ability to attract businesses. This creates a chain of circumstances that are difficult for small communities to overcome without outside assistance.

We ask that you give serious consideration to the grant application from the City of Heppner.

Sincerely,

---

Jim Doherty  
Chair

---

Melissa Lindsay  
Commissioner

---

Don Russell  
Commissioner





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

## Board of Commissioners

Commissioner Jim Doherty, Chair  
Commissioner Melissa Lindsay  
Commissioner Don Russell

March 23, 2022

Senator Ron Wyden  
221 Dirksen Senate Office Building  
Washington, D.C. 20002

Senator Jeff Merkley  
313 Hart Senate Office Building  
Washington, D.C. 20002

Dear Senators Wyden and Merkley,

As you consider projects for Congressionally Directed Spending, we are pleased to extend strong support from Morrow County for the following requests made by the Port of Morrow. Investment in these initiatives will boost economic opportunity, environmental sustainability, quality of life, and safety throughout our community.

### **Renewable Wastewater Treatment Expansion**

The Port of Morrow is seeking funds for wastewater infrastructure improvements that will enhance environmental quality while meeting the needs of the region's growing industries and local farms. These improvements will reduce discharge contamination to protect groundwater supplies and implement long-term sustainable wastewater solutions that will benefit the entire region. Funding will be used to accomplish key components of the Port's comprehensive wastewater treatment strategy it has been coordinating with the Oregon Department of Environmental Quality.

The Port's wastewater infrastructure improvements are an important and valuable part of the county's commitment to improve nitrate contamination in the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). The Port's project will complement other efforts in the LUBGWMA to reduce nitrate contamination in drinking water.

### **Port of Morrow Exit 165 Interchange Improvement Project**

This project would provide improvements from Interstate 84 to the Port of Morrow Industrial Park to facilitate the safe flow of trucks and local traffic between the interstate and the Port. The project would construct a new roundabout at Exit 165, interstate on-ramp improvements to help with traffic control, and a sidewalk for pedestrian access. Once complete, the project will increase efficiency and eliminate safety hazards for the local community.

### **Culture and Training Center - Workforce Development**

The Port is seeking funding for a workforce development and training program that will equip job seekers in underserved populations to fill open positions with area employers. This program will focus on helping limited English proficiency (LEP) and other disadvantaged individuals by providing job search, application assistance, and interview support at the Port's Culture and Training Center. Programs will consist of classes that support career readiness initiatives

including Microsoft Office and Outlook training, pre-employment orientations, and coordinated hiring events. In addition, the project will provide AV equipment and supporting technology for hosting workforce training conferences and other larger events centered around employment opportunity and professional development.

**South Port Rail Safety Enhancements**

Dating back to the Port's creation in 1959, key locations of original rail infrastructure in the south Port area have come to the end of their useful life span. Despite being maintained to Federal Railroad Administration and Oregon Department of Transportation standards, replacement of this 60-year-old infrastructure is essential to serve existing and future partners without fear of costly derailments. The South Port Rail Safety Enhancements would address these needs by upgrading nearly 6,000 feet of aging rail along with seven turnouts and one grade crossing that combined have increasingly caused safety hazards and delays. Completion of the project will facilitate safer, more efficient, and expanded transportation through the railyard, while lowering fuel consumption and emissions by reducing longer rail shipments to Portland and the Puget Sound.

As you review projects for Congressionally Directed Spending, we respectfully ask you to consider the significant benefits these projects will bring to our community. Thank you for your attention to these important initiatives and continued support for eastern Oregon.

Sincerely,

---

Jim Doherty  
Chair

---

Melissa Lindsay  
Commissioner

---

Don Russell  
Commissioner



P.O. Box 788 • Heppner, OR 97836  
541-676-5613  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

## Board of Commissioners

---

Commissioner Jim Doherty, Chair  
Commissioner Melissa Lindsay  
Commissioner Don Russell

March 23, 2022

Senator Ron Wyden  
221 Dirksen Senate Office Building  
Washington, D.C. 20002

Senator Jeff Merkley  
313 Hart Senate Office Building  
Washington, D.C. 20002

Dear Senators Wyden and Merkley:

On behalf of Morrow County, I am pleased to extend strong support for the City of Irrigon's Business Opportunity Incubator Project. This project will construct a new facility to support new and emerging businesses with the space they need to operate.

Specifically, funding will be used to build an incubator building for small to medium sized businesses with a focus on enhancing opportunities for minority business enterprises (MBE) and low-income populations. According to U.S. Census, 16% of Irrigon residents live in poverty and nearly half of the population identifies as Hispanic or other minority population. See attached Census Summary for Morrow County.

The building will be located in the heart of town which is centrally located and easily accessible by city residents. The new building will complement recent new additions to the city core including the new Morrow County Government Center Building and new retail businesses.

The proposed building will be a well-maintained facility that can efficiently accommodate multiple use types, including commercial, distribution, manufacturing, and warehousing to meet the needs of the region. Equipped with dock doors and ample lot space for truck and trailer movement and storage, the space will provide 10,000 square feet in available space for a variety of businesses with flexibility to accommodate specific client needs within the interior, including office space and restrooms.

This initiative will provide economic opportunity for disadvantaged populations in an underserved area of Morrow County while also transforming Irrigon as a community where people of all backgrounds can live, work and play.

We fully support this proposal and the significant benefits it would provide Irrigon and the region. Thank you for your consideration.

Sincerely,

---

Jim Doherty  
Chair

---

Melissa Lindsay  
Commissioner

---

Don Russell  
Commissioner

## Summary of Census Information for Morrow County

October 14, 2021

### **Morrow County**

#### Population Summary:

Total	12,186
Population of one race:	10,514
White alone	7,472
Black or African American alone	58
American Indian and Alaska Native alone	167
Asian alone	33
Native Hawaiian and Other Pacific Islander alone	5
Some Other Race alone	2,779
Hispanic or Latino	4,988
Population of two or more races:	1,672

Growth Rate:	9%
2010 Population:	11,173
2020 Population:	12,186

Median Household income:	\$ 54,269.00
Percent in Poverty:	14.50%

### **Unincorporated Morrow County**

#### Population Summary:

Total	4,585
Population of one race:	4,074
White alone	3,381
Black or African American alone	20
American Indian and Alaska Native alone	42
Asian alone	16
Native Hawaiian and Other Pacific Islander alone	2
Some Other Race alone	613
Hispanic or Latino	1,170
Population of two or more races:	511

Growth Rate:	7.40%
2010 Population:	4,269
2020 Population:	4,585

## **Boardman**

### Population Summary:

Total	3,828
Population of one race:	3,093
White alone	1,390
Black or African American alone	27
American Indian and Alaska Native alone	72
Asian alone	7
Native Hawaiian and Other Pacific Islander alone	0
Some Other Race alone	1,597
Hispanic or Latino	2,813
Population of two or more races:	735

Growth Rate:	17.25%
2010 Population:	3,220
2020 Population:	3,828

Median Household income:	\$ 60,039.00
Percent in Poverty:	16.20%

## **Heppner**

### Population Summary:

Total	1,187
Population of one race:	1,092
White alone	1,039
Black or African American alone	3
American Indian and Alaska Native alone	10
Asian alone	4
Native Hawaiian and Other Pacific Islander alone	0
Some Other Race alone	36
Hispanic or Latino	94
Population of two or more races:	95

Growth Rate:	-8%
2010 Population:	1,291
2020 Population:	1,187

Median Household income:	\$48,571.00
Percent in Poverty:	8.20%

## **Ione**

### Population Summary

Total:	337
Population of one race:	290
White alone	255
Black or African American alone	2
American Indian and Alaska Native alone	1
Asian alone	1
Native Hawaiian and Other Pacific Islander alone	0
Some Other Race alone	31
Hispanic or Latino	64
Population of two or more races:	47

Growth Rate:	0.97%
2010 Population:	329
2020 Population:	337

Median Household income:	\$53,846.00
Percent in Poverty:	20.70%

## **Irrigon**

### Population Summary:

Total	2,011
Population of one race:	1,734
White alone	1,185
Black or African American alone	6
American Indian and Alaska Native alone	37
Asian alone	4
Native Hawaiian and Other Pacific Islander alone	3
Some Other Race alone	499
Hispanic or Latino	839
Population of two or more races:	277

Growth Rate:	9.60%
2010 Population:	1,826
2020 Population:	2,011

Median Household income:	\$ 52,054.00
Percent in Poverty:	16.10%

## **Lexington**

### Population Summary:

Total	238
Population of one race:	231
White alone	222
Black or African American alone	0
American Indian and Alaska Native alone	5
Asian alone	1
Native Hawaiian and Other Pacific Islander alone	0
Some Other Race alone	3
Hispanic or Latino	8
Population of two or more races:	7

Growth Rate:	N/A
2010 Population:	238
2020 Population:	238

Median Household income:	\$33,125.00
Percent in Poverty:	8.90%

Source: 2020 US Census



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

(For BOC Use)
Item #
66

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 3/23/2022
Review of Compensation Board Recommendations

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

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

Reviewed By:

Department Director Required for all BOC meetings
DATE
Administrator Required for all BOC meetings
DATE
County Counsel \*Required for all legal documents
DATE
Finance Office \*Required for all contracts; other items as appropriate.
DATE
Human Resources \*If appropriate
DATE
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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



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

---

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

The Compensation Board met on January 20, 2022 to make recommendations for the Elected Officials compensation per ORS 204.112.

The Compensation Board recommended a 4.5% Cost of Living Adjustment (COLA) for the Sheriff, Assessor, Treasurer and Justice of the Peace.

Clerk- 5% increase in salary and 4.5% COLA

Commissioners- salary increased to \$79,000.00, with no COLA

Please see attached for your review:

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

**2. FISCAL IMPACT:**

Varied depending on decision.

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

Motion to forward the recommendations of the Compensation Board to the Budget Committee.

Motion to forward the recommendations of the Compensation Board to the Budget Committee with the following changes;

Recommendation for Non-Represented Employees:

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

Attach additional background documentation as needed.

**Morrow County Compensation Board Meeting Minutes**  
**January 20, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Board Members: Marie Cain, Lisanne Currin, Kalie Davis, Eileen Hendricks  
Staff: Darrell J. Green, Administrator; Ronda Fox, Payroll & Benefits Administrator  
Elected Officials: Commissioner Jim Doherty, Treasurer Jaylene Papineau

**Present Via Zoom**

Board Members: Debbie Radie

**Call to Order:** 9:00 a.m.

Administrator Darrell J. Green discussed the purpose of county compensation boards and read a portion of Oregon Revised Statute (ORS) 204.112 which pertains to compensation boards. He reviewed the timeline for bringing the recommendations from this meeting to the Board of Commissioners (BOC).

**Election of Chair**

*It was moved and seconded to nominate Marie Cain as Chair. Motion carried.*

**Minutes**

*It was moved and seconded to approve the Compensation Board Meeting Minutes of February 18, 2021, as presented. Motion carried.*

**Open Comments**

Debbie Radie, who was attending via Zoom, asked if there were any members of the public in attendance because she had difficulty finding the agenda on the County website and the link to attend electronically. She said for the Good of the Order, she wanted to understand the expectations for public notice and participation.

Mr. Green said he appreciated the feedback and apologized if things didn't happen as they should have. He added he was filling in for the Human Resources Director who was on leave.

Chair Cain asked for an overview of the 2021 Compensation Board recommendations to the BOC and the final outcomes.

- Recommendation: Human Resources to work with Elected Officials to create job descriptions, and to conduct a salary survey and place those position on that scale. Outcome: Job Descriptions were created and presented to the BOC at which point they were tabled. (Minutes from that meeting were provided later in the meeting to the Compensation Board members.)
- Recommendation: Three percent cost-of-living adjustments (COLAs) for all Elected Officials, except the Treasurer and the Sheriff. Outcome at conclusion of Budget Committee Meetings: All Elected Officials received 2.5% COLAs.

Eileen Hendricks said last year she learned County employees (not Elected Officials) receive a 5% step increase every two years, in addition to annual COLA adjustments. She said there were comments in this year's letters from the Assessor and the Justice of the Peace over the concern of

the lesser COLA amounts for Elected Officials leading to the wages for subordinates “creeping” closer and closer to those of their supervisors. She said this compression was something to keep in mind as they reviewed compensation today.

Discussion ensued on multiple topics, including:

- Salary adjustments for the Sheriff in recent years.
- Benefits summary for County employees, including Elected Officials.
- The salary differences between the Justice of the Peace and his subordinates is wide enough that compression currently isn't a concern.

### **Elected Officials Compensation Deliberations**

#### Assessor

During the discussion, the following comments were made:

- Increased activity in Morrow County is impacting all of these jobs.
- Two years ago, the Assessor's salary was increased \$10,000 but compression in that office should be monitored.
- In the information compiled by Human Resources for the meeting, the Assessor duties remained much the same between the various counties.
- The salary for the Assessor looked like it was in line with the comparable counties.
- Several Board members said it was “unfair” that Elected Officials received 2.5% COLAs when other employees received 3% COLAs and step increases.
- The amount of travel for Elected Officials was reviewed. It was noted they use County vehicles and/or receive reimbursement if personal vehicles are used. The County follows GSA (U.S. General Services Administration) rates which allow one rate if a County vehicle is available and a different rate if a County vehicle is not available.
- Question: Due to COVID, have employees and Elected Officials been working in the office? Answer: The majority of employees and Elected Officials have been in the office for more than a year. If they have the ability to work from home while being quarantined, they do that.
- Question: What is the requirement for work hours? Answer: There is no requirement for Elected Officials but the majority of them do work from 8:00 a.m.-5:00 p.m., Monday-Friday.

#### Clerk

During the discussion, the following comments were made:

- Ms. Radie said the Clerk's letter did not contain a request for a salary increase but instead focused on informing them as to what the job entails. The Clerk is the longest-serving of all the Elected Officials, she added.
- The duties for the Clerk in Umatilla County were discussed – that position serves as department head for the Administrative Services Department and fulfills the statutory requirements of County Clerk. Umatilla County is a Home Rule County and, as such, this is an appointed position, not elected.

#### Commissioners

During the discussion, the following comments were made:

- Lisanne Currin recapped the history of the Commissioners since the change was made from a County Court to a Board of Commissioners, effective January 2017. The most recent conclusion of the Compensation Board was based on the fact that no one can dictate how much they work or say how much, so the assumption was made the work is somewhere between half-time and full-time. Ms. Hendricks agreed with Ms. Currin. She added she was hearing that the Commissioners were working full-time.
- Mr. Green said the terminology should be part-time or full-time versus a specific percentage. Over the past few years, the Commissioners have said these are not part-time positions and he said he would agree.
- Ms. Currin commented she didn't remember the Umatilla County Commissioners' salaries being this high (\$101,268).

Commissioner Doherty offered the following: He said in his first year as Commissioner, he talked to former Commissioners because all references were to it being a part-time commitment. Fifteen years ago, the County was worth a billion dollars, now it's eight billion and headed to 16 and things are moving fast. He said he realized to do it right, he'd need to do more than 40 hours for a "part-time" job. Later, he made a motion that Commissioners be referenced as full-time Commissioners but the State of Oregon only recognizes "Commissioners" and makes no distinction between part-time or full-time. So, he said he referenced that and said henceforth, we should be recognized as Commissioners and remove the designation of part-time or full-time. There was blowback because folks said we knew what it was when we got into it. The Compensation Board that year said if that was what we thought, then they would go ahead and add a little but we turned it down because we just wanted to be recognized, as well as the folks who came before us. The next year at Compensation Board it was adjusted some, somewhere between part-time and full-time and where it remained. He said he wanted to tell them in reference to the other county mentioned earlier, and no knock on them, but he could guarantee the Morrow County Commissioners are working harder than those Commissioners, and more. The Morrow County Commissioners serve on a variety of committees, but more and more it takes more participation at the state level. He then cited some examples of the state-level boards and committees for each Commissioner. He also mentioned the Energy Facility Siting Council and the confirmation process he is going through with the State to be appointed by the Governor to that committee. He said Morrow County is the fastest growing county in the state, which Ms. Hendricks can confirm. Commissioner Doherty also talked about the activities surrounding the Columbia Development Authority and potential development there. With all this in mind, he said he asked Ronda Fox, Payroll & Benefits Administrator, to run the average of the salaries of Elected Officials. [Average excluding District Attorney's wage equaled \$76,045. Ms. Hendricks later said the average should exclude the wage for the Commissioners.] In addition, he encouraged the Board members to review the letter Commissioner Don Russell submitted to the Compensation Board last year which described his workweek. He said he was willing to forego his own salary adjustment until the next election or the next person understands what the job requires, but move the other Commissioners up because they're doing this value of work for the constituents. As Commissioner Doherty left the room he said he would bring back the BOC minutes where the job descriptions for Elected Officials were tabled, and Commissioner Russell's letter.

Discussion comments, continued:

- Compared to the neighboring county, the compensation doesn't seem fair or adequate.
- Over the last 20 years, the job has changed and grown, no question, and become more complicated, and there is a lot more going on. There have been Commissioner in the past who didn't work full-time but as Elected Officials...the election process is supposed to fix that. It's important they stay active and remain active.
- To attract people to run for the position, they need to be able to afford to do the job.

The Board reviewed the 2018 JobMeas™ classifications and had the following comments:

- The Compensation Board members need to keep the other counties in mind even though Morrow County isn't necessarily the same but they are the closest comparables to Morrow County.
- The current wage for the Commissioners is \$55,000. Average of the salaries for Elected Officials, excluding Commissioners, is \$89,134.
- The JobMeas™ placed the Commissioners at skill grade 27. (Based on the Managers and Supervisors Wage Scale, that places it between \$100,140 to \$140,904/year.)
- Discussion as to increasing the wage to skill grade 27 using a two-step process, to make it more palatable and to bring it closer to the Commissioner salaries in Umatilla County.
- Mr. Green explained there may be updates to the JobMeas™ system in the next year and another review of Elected Officials might take place before next year's Compensation Board meeting. Discussion about doubting some of the JobMeas™ rankings because they were too low for some of the Elected Officials and the desire to see the updated JobMeas™ before continuing to adjust the salary for Commissioners.
- Ms. Radie said she would be participating from her vehicle and if she was disconnected, she recommended a 4% increase to all Elected Officials, except the Commissioners; and for the Commissioners – getting up to the average over the next couple of years. She said she would be online for the vote.
- Another member recommended the COLA be over 5% because that's where the CPI (Consumer Price Index) was and because the Elected Officials do not get step increases.
- One member requested better information and said the Clerk's compensation needed to be increased, compared to other counties.
- 

#### Justice of the Peace

During the discussion, the following comments were made:

- There are now only a few Justices of the Peace in the State.
- In at least two of the counties with Justices of the Peace, they also serve as Chair of the Commissioners, much like the Judge position in Morrow County under the previous County Court system (most recently, Judge Terry Tallman).
- JobMeas™ placed the Justice of the Peace at skill grade 13.

#### Sheriff

During the discussion, the following comments were made:

- There was concern the salary of the highest paid subordinate was once again approaching that of the Sheriff's. Ms. Fox explained the Sheriff's salary was \$113,000 and the next highest subordinate's was \$110,000 (Dan Robbins) and when Lt. Robbins reached step H

he would be at the top of his scale. The comment was made the Sheriff should stay ahead of him because COLAs will only be at play.

- It was noted in his letter, the Sheriff requested to be compensated closer to his equivalent law enforcement counterparts in the area, but the comment was made he currently was third highest out of six in the comparison and very close to the second highest, Crook County.

#### Treasurer

During the discussion, the following comments were made:

- There were several comments on how different the duties are in each county.
- When asked if the Treasurer does any work for the taxing districts, Jaylene Papineau said historically, as a courtesy, Morrow County has assisted seven of the taxing districts. She said she recently inquired if other treasurers do the same and was told “no” they don’t have that responsibility.
- After discussion, it was concluded the only real comparable from the wage survey list was Baker County and Treasurer duties there also include tax collection. In Morrow County, tax collection moved to the Assessor’s Office many years ago.

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

Points of discussion:

- Four percent COLA is on the low end but the Compensation Board members need to keep in mind all the rest of the compensation package. They pay very little toward health insurance and their retirement is fantastic, if they are on the Defined Benefit Plan, which they all are. It should be 4% based on where the market is now and taking everything into account, as a whole.
- Given what was said on the whole package, 5.5% COLA was too high but 4%-5% would be fine.
- The retirement package is a good deal.
- Several more comments on 4.5% COLA being acceptable.

#### Assessor

*It was moved and seconded to give the Assessor a 4.5% COLA. (Ms. Radie was not yet back on the line but the Board had a quorum without her vote.) Motion carried.*

#### Clerk

It was suggested a 5% increase to \$82,538 to bring the position more in line, plus the 4.5% COLA on top of that. Multiple members of the Board verbally agreed; no disagreement.

#### Commissioners

It was suggested two-steps toward the average and a relook at the new JobMeas™. Mr. Green advised – if the JobMeas™ update gets approved. Discussion. It was recommend to do a two-step increase, this year and next, to the average of the \$89,134 with the first step this year to \$79,000 with the end result being the average of the other Elected Officials, which after the second step is \$89,134.

#### Justice of the Peace

Just the COLA.

Sheriff

Just the COLA.

Treasurer

Just the COLA.

(Debbie Radie returned to the meeting, electronically.)

*Chair Cain moved to recommend to the Board of Commissioners a 4.5% COLA adjustment for the Sheriff, Assessor, Treasurer, and Justice of the Peace. For the Clerk – 4.5% COLA in addition to a 5% wage increase. For the Commissioners – a two-step increase over two years to the average of existing salaries of Elected Officials with the first year increase going to \$79,000 with no COLA. Unanimous approval, motion carried.*

**Open Comments**

Ms. Radie said the County did a fabulous job making the Compensation Board's job easier, commenting her notebook was personally delivered to her door step. She said she appreciated the Compensation Board's thoughtful analysis and appreciated being a part of it.

**Adjourned:** 10:50 a.m.

**Cost of Living Adjustment COLA History**

Prepared 07-2021

LG

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

**Consumer Price Index CPI**

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

12-Month Percent Change

Area: West - Size Class A  
 Item: All items  
 Base Period: 1982-84=100  
 Years: 2010 to 2020

Year	Annual
2010	1.50%
2011	3.10%
2012	2.20%
2013	1.50%
2014	1.80%
2015	0.90%
2016	1.90%
2017	3%
2018	3.90%
2019	2.80%
2020	1.80%
2021	5.20%



**Elected Officials - COLA 2%**

	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>FTE</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>COLA</b>	3%	3%	3%	3%	2.50%	2.50%	2.00%	2.00%	2.00%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	\$ 36,900	\$ 38,400	\$ 39,300	\$ 40,600	\$ 42,100	\$ 43,800	\$ 47,700	\$ 47,700	\$ 47,700
<b>Wages</b>	\$ 535,459	\$ 511,286	\$ 559,708	\$ 574,817	\$ 598,461	\$ 610,430	\$ 622,639	\$ 635,092	\$ 647,793
<b>Health Insurance - County Share 92.5%</b>	\$ 98,400	\$ 121,392	\$ 130,405	\$ 126,878	\$ 137,360	\$ 148,349	\$ 160,217	\$ 173,034	\$ 186,877
<b>Retirement - County Contribution</b>	\$ 132,794	\$ 126,799	\$ 138,808	\$ 142,555	\$ 148,418	\$ 151,387	\$ 154,414	\$ 157,503	\$ 160,653
<b>LifeFlight</b>	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
<b>Other: Disab., Life, Work Comp</b>	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,674	\$ 5,674	\$ 5,674
<b>Taxes</b>									
FICA	\$ 33,198	\$ 31,700	\$ 34,702	\$ 35,639	\$ 37,105	\$ 37,847	\$ 38,604	\$ 39,376	\$ 40,163
MEDICARE	\$ 7,764	\$ 7,414	\$ 8,116	\$ 8,335	\$ 8,678	\$ 8,851	\$ 9,028	\$ 9,209	\$ 9,393
SUTA	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
<b>Total</b>	<b>\$ 814,364</b>	<b>\$ 805,445</b>	<b>\$ 878,612</b>	<b>\$ 895,124</b>	<b>\$ 936,954</b>	<b>\$ 963,831</b>	<b>\$ 991,978</b>	<b>\$ 1,021,289</b>	<b>\$ 1,051,955</b>
<b>2% Cost per FTE</b>	\$ 101,796	\$ 100,681	\$ 109,826	\$ 111,890	\$ 117,119	\$ 120,479	\$ 123,997	\$ 127,661	\$ 131,494

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

\$ 186,532	\$ 142,677	\$ 156,831
\$ 23,317	\$ 17,835	\$ 19,604

**Elected Officials - COLA 2.5%**

	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>FTE</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>COLA</b>	3%	3%	3%	3%	2.50%	2.50%	2.50%	2.50%	2.50%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	\$ 36,900	\$ 38,400	\$ 39,300	\$ 40,600	\$ 42,100	\$ 43,800	\$ 47,700	\$ 47,700	\$ 47,700
<b>Wages</b>	\$ 535,459	\$ 511,286	\$ 559,708	\$ 574,817	\$ 598,461	\$ 613,423	\$ 628,758	\$ 644,477	\$ 660,589
<b>Health Insurance - County Share 92.5%</b>	\$ 98,400	\$ 121,392	\$ 130,405	\$ 126,878	\$ 137,360	\$ 148,349	\$ 160,217	\$ 173,034	\$ 186,877
<b>Retirement - County Contribution</b>	\$ 132,794	\$ 126,799	\$ 138,808	\$ 142,555	\$ 148,418	\$ 152,129	\$ 155,932	\$ 159,830	\$ 163,826
<b>LifeFlight</b>	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
<b>Disability, Life Workers Comp</b>	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,674	\$ 5,674	\$ 5,674
<b>Taxes</b>									
FICA	\$ 33,198	\$ 31,700	\$ 34,702	\$ 35,639	\$ 37,105	\$ 38,032	\$ 38,983	\$ 39,958	\$ 40,957
MEDICARE	\$ 7,764	\$ 7,414	\$ 8,116	\$ 8,335	\$ 8,678	\$ 8,895	\$ 9,117	\$ 9,345	\$ 9,579
SUTA	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
<b>Total</b>	<b>\$ 814,364</b>	<b>\$ 805,445</b>	<b>\$ 878,612</b>	<b>\$ 895,124</b>	<b>\$ 936,954</b>	<b>\$ 967,795</b>	<b>\$ 1,000,082</b>	<b>\$ 1,033,720</b>	<b>\$ 1,068,903</b>
<b>2.5% Cost per FTE</b>	\$ 101,796	\$ 100,681	\$ 109,826	\$ 111,890	\$ 117,119	\$ 120,974	\$ 125,010	\$ 129,215	\$ 133,613

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

\$ 194,637	\$ 155,108	\$ 173,779
\$ 24,330	\$ 19,389	\$ 21,722

**Elected Officials - COLA 3%**

	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>FTE</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>COLA</b>	3.00%	3%	3%	3%	2.50%	3.00%	3.00%	3.00%	3.00%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	\$ 36,900	\$ 38,400	\$ 39,300	\$ 40,600	\$ 42,100	\$ 43,800	\$ 47,700	\$ 47,700	\$ 47,700
<b>Wages</b>	\$ 535,459	\$ 511,286	\$ 559,708	\$ 574,817	\$ 598,461	\$ 616,415	\$ 634,907	\$ 653,954	\$ 673,573
<b>Health Insurance - County Share 92.5%</b>	\$ 98,400	\$ 121,392	\$ 130,405	\$ 126,878	\$ 137,360	\$ 148,349	\$ 160,217	\$ 173,034	\$ 186,877
<b>Retirement - County Contribution</b>	\$ 132,794	\$ 126,799	\$ 138,808	\$ 142,555	\$ 148,418	\$ 152,871	\$ 157,457	\$ 162,181	\$ 167,046
<b>LifeFlight</b>	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
<b>Other: Disab., Life, Work Comp</b>	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,674	\$ 5,674	\$ 5,674
<b>Taxes</b>									
FICA	\$ 33,198	\$ 31,700	\$ 34,702	\$ 35,639	\$ 37,105	\$ 38,218	\$ 39,364	\$ 40,545	\$ 41,762
MEDICARE	\$ 7,764	\$ 7,414	\$ 8,116	\$ 8,335	\$ 8,678	\$ 8,938	\$ 9,206	\$ 9,482	\$ 9,767
SUTA	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
<b>Total</b>	<b>\$ 814,364</b>	<b>\$ 805,445</b>	<b>\$ 878,612</b>	<b>\$ 895,124</b>	<b>\$ 936,954</b>	<b>\$ 971,758</b>	<b>\$ 1,008,227</b>	<b>\$ 1,046,272</b>	<b>\$ 1,086,100</b>
<b>3% Cost per FTE</b>	\$ 101,796	\$ 100,681	\$ 109,826	\$ 111,890	\$ 117,119	\$ 121,470	\$ 126,028	\$ 130,784	\$ 135,763

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

\$ 202,782	\$ 167,661	\$ 190,976
\$ 25,348	\$ 20,958	\$ 23,872

**Elected Officials - COLA 3.5%**

	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>FTE</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>COLA</b>	3.00%	3%	3%	3%	2.50%	3.00%	3.50%	3.50%	3.50%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	\$ 36,900	\$ 38,400	\$ 39,300	\$ 40,600	\$ 42,100	\$ 43,800	\$ 47,700	\$ 47,700	\$ 47,700
<b>Wages</b>	\$ 535,459	\$ 511,286	\$ 559,708	\$ 574,817	\$ 598,461	\$ 616,415	\$ 637,989	\$ 660,319	\$ 683,430
<b>Health Insurance - County Share 92.5%</b>	\$ 98,400	\$ 121,392	\$ 130,405	\$ 126,878	\$ 137,360	\$ 148,349	\$ 160,217	\$ 173,034	\$ 186,877
<b>Retirement - County Contribution</b>	\$ 132,794	\$ 126,799	\$ 138,808	\$ 142,555	\$ 148,418	\$ 152,871	\$ 158,221	\$ 163,759	\$ 169,491
<b>LifeFlight</b>	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
<b>Other: Disab., Life, Work Comp</b>	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,674	\$ 5,674	\$ 5,674
<b>Taxes</b>									
FICA	\$ 33,198	\$ 31,700	\$ 34,702	\$ 35,639	\$ 37,105	\$ 38,218	\$ 39,555	\$ 40,940	\$ 42,373
MEDICARE	\$ 7,764	\$ 7,414	\$ 8,116	\$ 8,335	\$ 8,678	\$ 8,938	\$ 9,251	\$ 9,575	\$ 9,910
SUTA	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
<b>Total</b>	<b>\$ 814,364</b>	<b>\$ 805,445</b>	<b>\$ 878,612</b>	<b>\$ 895,124</b>	<b>\$ 936,954</b>	<b>\$ 971,758</b>	<b>\$ 1,012,309</b>	<b>\$ 1,054,702</b>	<b>\$ 1,099,156</b>
<b>3.5% Cost per FTE</b>	\$ 101,796	\$ 100,681	\$ 109,826	\$ 111,890	\$ 117,119	\$ 121,470	\$ 126,539	\$ 131,838	\$ 137,394

*Total* estimated impact of 3.5% increase in 6 years  
*Per FTE* estimated impact of 3.5% increase in 6 years

\$ 206,864	\$ 176,091	\$ 204,032
\$ 25,858	\$ 22,011	\$ 25,504

**Elected Officials - COLA 4%**

	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>FTE</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>COLA</b>	3.00%	3%	3%	3%	2.50%	3.00%	4.00%	4.00%	4.00%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	\$ 36,900	\$ 38,400	\$ 39,300	\$ 40,600	\$ 42,100	\$ 43,800	\$ 47,700	\$ 47,700	\$ 47,700
<b>Wages</b>	\$ 535,459	\$ 511,286	\$ 559,708	\$ 574,817	\$ 598,461	\$ 616,415	\$ 641,071	\$ 666,714	\$ 693,383
<b>Health Insurance - County Share 92.5%</b>	\$ 98,400	\$ 121,392	\$ 130,405	\$ 126,878	\$ 137,360	\$ 148,349	\$ 160,217	\$ 173,034	\$ 186,877
<b>Retirement - County Contribution</b>	\$ 132,794	\$ 126,799	\$ 138,808	\$ 142,555	\$ 148,418	\$ 152,871	\$ 158,986	\$ 165,345	\$ 171,959
<b>LifeFlight</b>	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
<b>Other: Disab., Life, Work Comp</b>	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,671	\$ 5,674	\$ 5,674	\$ 5,674
<b>Taxes</b>									
FICA	\$ 33,198	\$ 31,700	\$ 34,702	\$ 35,639	\$ 37,105	\$ 38,218	\$ 39,746	\$ 41,336	\$ 42,990
MEDICARE	\$ 7,764	\$ 7,414	\$ 8,116	\$ 8,335	\$ 8,678	\$ 8,938	\$ 9,296	\$ 9,667	\$ 10,054
SUTA	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
<b>Total</b>	<b>\$ 814,364</b>	<b>\$ 805,445</b>	<b>\$ 878,612</b>	<b>\$ 895,124</b>	<b>\$ 936,954</b>	<b>\$ 971,781</b>	<b>\$ 1,016,392</b>	<b>\$ 1,063,173</b>	<b>\$ 1,112,338</b>
<b>4% Cost per FTE</b>	\$ 101,796	\$ 100,681	\$ 109,826	\$ 111,890	\$ 117,119	\$ 121,473	\$ 127,049	\$ 132,897	\$ 139,042

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

\$ 210,946	\$ 184,561	\$ 217,214
\$ 26,368	\$ 23,070	\$ 27,152

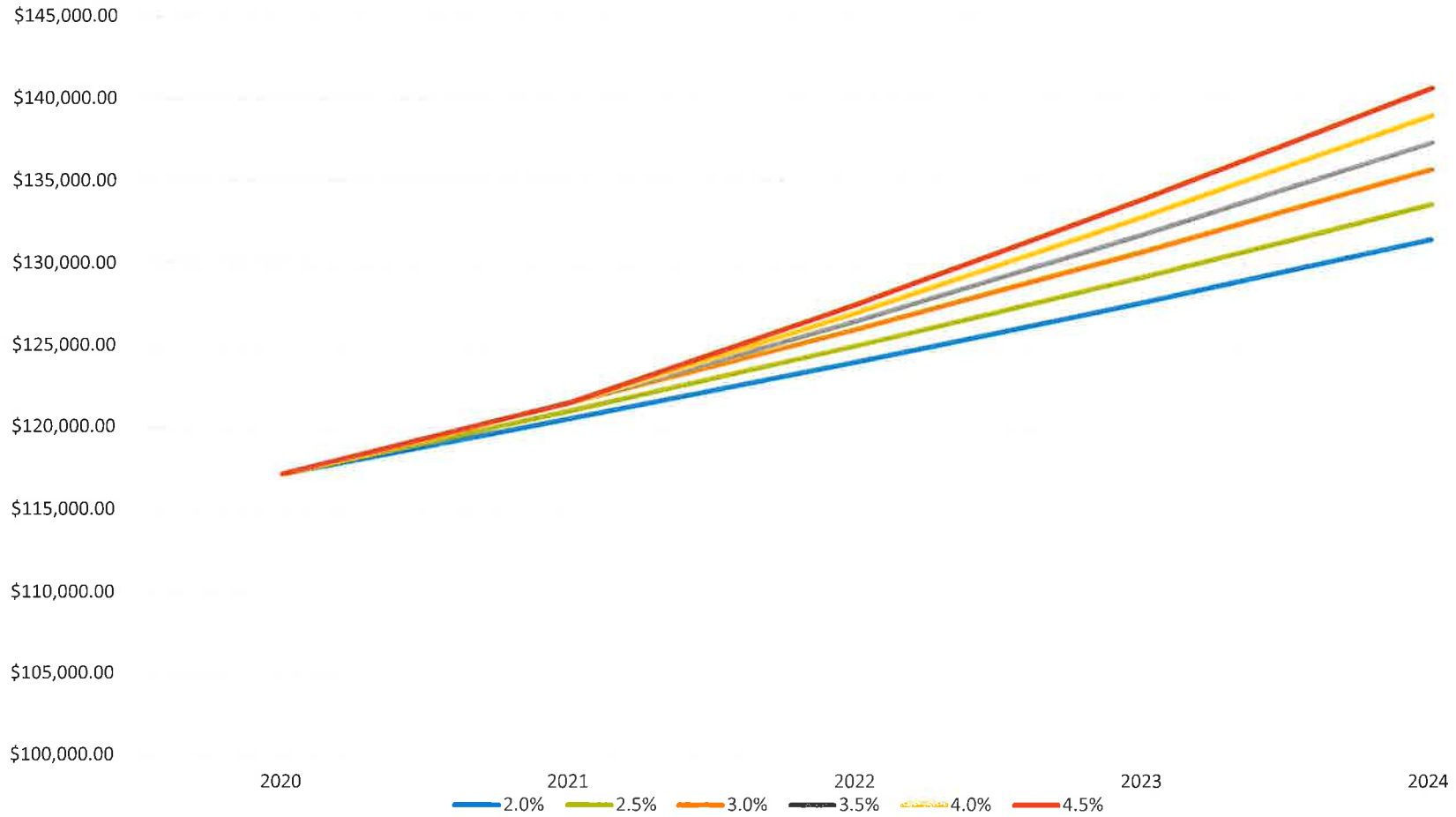
**Elected Officials - COLA 4.5%**

	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>FTE</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>COLA</b>	3.00%	3%	3%	3%	2.50%	3.00%	4.50%	4.50%	4.50%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	\$ 36,900	\$ 38,400	\$ 39,300	\$ 40,600	\$ 42,100	\$ 43,800	\$ 47,700	\$ 47,700	\$ 47,700
<b>Wages</b>	\$ 535,459	\$ 511,286	\$ 559,708	\$ 574,817	\$ 598,461	\$ 616,415	\$ 644,153	\$ 673,140	\$ 703,432
<b>Health Insurance - County Share 92.5%</b>	\$ 98,400	\$ 121,392	\$ 130,405	\$ 126,878	\$ 137,360	\$ 148,349	\$ 160,217	\$ 173,034	\$ 186,877
<b>Retirement - County Contribution</b>	\$ 132,794	\$ 126,799	\$ 138,808	\$ 142,555	\$ 148,418	\$ 152,871	\$ 159,750	\$ 166,939	\$ 174,451
<b>LifeFlight</b>	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
<b>Other: Disab., Life, Work Comp</b>	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,671	\$ 5,674	\$ 5,674	\$ 5,674
<b>Taxes</b>									
FICA	\$ 33,198	\$ 31,700	\$ 34,702	\$ 35,639	\$ 37,105	\$ 38,218	\$ 39,938	\$ 41,735	\$ 43,613
MEDICARE	\$ 7,764	\$ 7,414	\$ 8,116	\$ 8,335	\$ 8,678	\$ 8,938	\$ 9,340	\$ 9,761	\$ 10,200
SUTA	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
<b>Total</b>	\$ 814,364	\$ 805,445	\$ 878,612	\$ 895,124	\$ 936,954	\$ 971,781	\$ 1,020,474	\$ 1,071,684	\$ 1,125,648
<b>4.5% Cost per FTE</b>	\$ 101,796	\$ 100,681	\$ 109,826	\$ 111,890	\$ 117,119	\$ 121,473	\$ 127,559	\$ 133,961	\$ 140,706

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

215,029	193,073	230,524
26,879	24,134	28,816

### Elected - COLA Cost Per FTE



	2020	2021	2022	2023	2024
2.0%	\$ 117,119.21	\$ 120,478.93	\$ 123,997.19	\$ 127,661.07	\$ 131,494.36
2.5%	\$ 117,119.21	\$ 120,974.34	\$ 125,010.31	\$ 129,214.95	\$ 133,612.82
3.0%	\$ 117,119.21	\$ 121,469.76	\$ 126,028.39	\$ 130,784.06	\$ 135,762.51
3.5%	\$ 117,119.21	\$ 121,469.76	\$ 126,538.66	\$ 131,837.78	\$ 137,394.46
4.0%	\$ 117,119.21	\$ 121,472.67	\$ 127,048.94	\$ 132,896.60	\$ 139,042.26
4.5%	\$ 117,119.21	\$ 121,472.67	\$ 127,559.21	\$ 133,960.53	\$ 140,705.97

**Elected Officials - COLA Variances**

	2020-2021			2021-2022			2022-2023					
	2%	2.50%	3%	2%	2.50%	3%	2%	2.50%	3%	3.5%	4.0%	4.5%
FTE	8	8	8	8	8	8	8	8	8	8	8	8
Wages	\$ 598,461	\$ 598,461	\$ 598,461	\$ 610,430	\$ 613,423	\$ 616,415	\$ 622,639	\$ 628,758	\$ 634,907	\$ 637,989	\$ 641,071	\$ 644,153
Health Insurance - County Share 92.5%	\$ 137,360	\$ 137,360	\$ 137,360	\$ 148,349	\$ 148,349	\$ 148,349	\$ 160,217	\$ 160,217	\$ 160,217	\$ 160,217	\$ 160,217	\$ 160,217
Retirement - County Contribution	\$ 148,418	\$ 148,418	\$ 148,418	\$ 151,387	\$ 152,129	\$ 152,871	\$ 154,414	\$ 155,932	\$ 157,457	\$ 158,221	\$ 158,986	\$ 159,750
LifeFlight	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
Other: Disab., Life, Work Comp	\$ 5,648	\$ 5,648	\$ 5,648	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,674	\$ 5,674	\$ 5,674
<b>Taxes</b>												
FICA	\$ 37,105	\$ 37,105	\$ 37,105	\$ 37,847	\$ 38,032	\$ 38,218	\$ 38,604	\$ 38,983	\$ 39,364	\$ 39,555	\$ 39,746	\$ 39,938
MEDICARE	\$ 8,678	\$ 8,678	\$ 8,678	\$ 8,851	\$ 8,895	\$ 8,938	\$ 9,028	\$ 9,117	\$ 9,206	\$ 9,251	\$ 9,296	\$ 9,340
SUTA	\$ 884	\$ 884	\$ 884	\$ 920	\$ 920	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002	\$ 1,002	\$ 1,002	\$ 1,002
<b>Total</b>	\$ 936,954	\$ 936,954	\$ 936,954	\$ 963,855	\$ 967,818	\$ 971,781	\$ 991,975	\$ 1,000,080	\$ 1,008,224	\$ 1,012,309	\$ 1,016,392	\$ 1,020,474
<b>Per FTE</b>	\$ 117,119	\$ 117,119	\$ 117,119	\$ 120,482	\$ 120,977	\$ 121,473	\$ 123,997	\$ 125,010	\$ 126,028	\$ 126,539	\$ 127,049	\$ 127,559
<b>Total Annual Variance</b>		\$ (0)	\$ (0)		\$ 3,963	\$ 7,927	\$ 28,120	\$ 32,262	\$ 36,443	\$ 12,229	\$ 8,167	\$ 8,164
<b>Per FTE Annual Variance</b>		\$ (0)	\$ (0)		\$ 495	\$ 991	\$ 3,515	\$ 1,013	\$ 2,031	\$ 1,529	\$ 1,021	\$ 1,021
<b>Total 'Multi Year' Variance</b>							\$ 55,021	\$ 63,126	\$ 71,271	\$ 48,455	\$ 48,573	\$ 48,692
<b>Per FTE 'Multi Year' Annual Variance</b>							\$ 6,878	\$ 7,891	\$ 8,909	\$ 6,057	\$ 6,072	\$ 6,087



## 2022 Compensation Board Cost Analysis

3/21/2022

Positions	Current		2022-2023				2023-2024	2024-2025	2025-2026	2026-2027		
			Wages	Overhead	COLA	COLA*	COLA	COLA	COLA*	COLA*	COLA*	COLA*
					2.50%	3%	3.50%	4.00%	3%	3%	3%	3%
Commissioner	\$ 55,190	\$ 98,728	\$ 56,570	\$ 56,845	\$ 57,122	\$ 57,397	\$ 58,550	\$ 60,307	\$ 62,116	\$ 63,980		
Commissioner	\$ 55,190	\$ 91,938	\$ 56,570	\$ 56,845	\$ 57,122	\$ 57,397	\$ 58,550	\$ 60,307	\$ 62,116	\$ 63,980		
Commissioner	\$ 55,190	\$ 91,938	\$ 56,570	\$ 56,845	\$ 57,122	\$ 57,397	\$ 58,550	\$ 60,307	\$ 62,116	\$ 63,980		
Assessor	\$ 96,002	\$ 137,302	\$ 98,402	\$ 98,882	\$ 99,362	\$ 99,842	\$ 101,848	\$ 104,904	\$ 108,051	\$ 111,293		
Clerk	\$ 78,609	\$ 122,940	\$ 80,574	\$ 80,967	\$ 81,360	\$ 81,753	\$ 83,396	\$ 85,898	\$ 88,475	\$ 91,129		
Justice of the Peace	\$ 78,609	\$ 129,730	\$ 80,574	\$ 80,967	\$ 81,360	\$ 81,753	\$ 83,396	\$ 85,898	\$ 88,475	\$ 91,129		
Treasurer	\$ 78,609	\$ 126,364	\$ 80,574	\$ 80,967	\$ 81,360	\$ 81,753	\$ 83,396	\$ 85,898	\$ 88,475	\$ 91,129		
Sheriff	\$ 113,844	\$ 162,797	\$ 116,690	\$ 117,259	\$ 117,828	\$ 118,397	\$ 120,777	\$ 124,400	\$ 128,132	\$ 131,976		
<b>Total</b>	\$ 611,243	\$ 961,737	\$ 626,524	\$ 629,577	\$ 632,636	\$ 635,689	\$ 648,464	\$ 667,918	\$ 687,956	\$ 708,594		
<b>Difference</b>			\$ 15,281	\$ 18,334	\$ 21,393	\$ 24,446	\$ 18,887	\$ 19,454	\$ 20,038	\$ 20,639		

\*Subsequent years based on 3% 22-23 COLA

Positions	Proposed		COLA	2023-2024		2024-2025	2025-2026	2026-2027			
				Wages	Overhead	4.50%	2nd pmt	COLA*	COLA*	COLA*	COLA*
							3%	3%	3%	3%	
Commissioner	\$ 79,000	\$ 133,327	N	\$ 89,134	\$ 91,808	\$ 94,562	\$ 97,399	\$ 100,321			
Commissioner	\$ 79,000	\$ 125,655	N	\$ 89,134	\$ 91,808	\$ 94,562	\$ 97,399	\$ 100,321			
Commissioner	\$ 79,000	\$ 125,655	N	\$ 89,134	\$ 91,808	\$ 94,562	\$ 97,399	\$ 100,321			
Assessor	\$ 100,322	\$ 144,091	Y	\$ 100,322	\$ 103,332	\$ 106,432	\$ 109,625	\$ 112,913			
Clerk	\$ 86,254	\$ 135,208	Y +5%	\$ 86,254	\$ 88,842	\$ 91,507	\$ 94,252	\$ 97,080			
Justice of the Peace	\$ 82,146	\$ 137,435	Y	\$ 82,146	\$ 84,610	\$ 87,149	\$ 89,763	\$ 92,456			
Treasurer	\$ 82,146	\$ 133,580	Y	\$ 82,146	\$ 84,610	\$ 87,149	\$ 89,763	\$ 92,456			
Sheriff	\$ 118,967	\$ 170,733	Y	\$ 118,967	\$ 122,536	\$ 126,212	\$ 129,998	\$ 133,898			
<b>Total</b>	\$ 706,835	\$ 1,105,684		\$ 737,237	\$ 759,354	\$ 782,135	\$ 805,599	\$ 829,767			
<b>Difference</b>	\$ 95,592	\$ 143,947			\$ 22,117	\$ 22,781	\$ 23,464	\$ 24,168			

\*Subsequent years based on 3% 23-24 COLA

(Difference from current)

(Difference from previous year)

**Non-represented - COLA 2%**

	2016	2017	2018	2019	2020	2021	2022	2023	2024
FTE	22	22	25	25	27	27	27	27	27
<b>COLA</b>	3.0%	3.0%	3.0%	3.0%	2.5%	2.5%	2.0%	2.0%	2.0%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	42,100	43,800	47,700	\$ 47,700	\$ 47,700
<b>Wages</b>	\$ 1,629,589	\$ 1,698,823	\$ 1,912,788	\$ 1,998,086	\$ 2,181,461	\$ 2,225,090	\$ 2,269,592	\$ 2,314,984	\$ 2,361,284
<b>Health Insurance - County Share 92.5%</b>	\$ 360,789	\$ 417,183	\$ 482,301	\$ 458,365	\$ 517,542	\$ 558,945	\$ 603,661	\$ 651,954	\$ 704,110
<b>Retirement - County Contribution</b>	\$ 404,138	\$ 421,308	\$ 474,371	\$ 495,525	\$ 541,002	\$ 551,822	\$ 562,859	\$ 574,116	\$ 585,598
<b>LifeFlight</b>	\$ 1,100	\$ 1,100	\$ 1,250	\$ 1,250	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350
<b>Taxes</b>									
FICA - 6.2%	\$ 101,035	\$ 105,327	\$ 118,593	\$ 123,881	\$ 135,251	\$ 137,956	\$ 140,715	\$ 143,529	\$ 146,400
MEDICARE - 1.45%	\$ 23,629	\$ 24,633	\$ 27,735	\$ 28,972	\$ 31,631	\$ 32,264	\$ 32,909	\$ 33,567	\$ 34,239
SUTA - 2.10%	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
<i>(SUTA - Taxable Base \$42,100)</i>									
<b>Total</b>	\$ 2,520,981	\$ 2,669,181	\$ 3,017,864	\$ 3,106,933	\$ 3,409,121	\$ 3,508,347	\$ 3,612,087	\$ 3,720,502	\$ 3,833,982
<b>2% Cost per FTE</b>	\$ 114,590	\$ 121,326	\$ 120,715	\$ 124,277	\$ 126,264	\$ 129,939	\$ 133,781	\$ 137,796	\$ 141,999

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

\$ 942,906	\$ 702,637	\$ 727,049
\$ 12,455	\$ 17,082	\$ 17,722

**Non-represented - COLA 2.5%**

	2016	2017	2018	2019	2020	2021	2022	2023	2024
FTE	22	22	25	25	27	27	27	27	27
<b>COLA</b>	3.0%	3.0%	3.0%	3.0%	2.5%	2.5%	2.5%	2.5%	2.5%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	36,900	38,400	39,300	40,600	42,100	43,800	47,700	47,700	47,700
<b>Wages</b>	\$ 1,629,589	\$ 1,698,823	\$ 1,912,788	\$ 1,998,086	\$ 2,181,461	\$ 2,235,998	\$ 2,291,897	\$ 2,349,195	\$ 2,407,925
<b>Health Insurance - County Share 92.5%</b>	\$ 360,789	\$ 417,183	\$ 482,301	\$ 458,365	\$ 517,542	\$ 558,945	\$ 603,661	\$ 651,954	\$ 704,110
<b>Retirement - County Contribution</b>	\$ 404,138	\$ 421,308	\$ 474,371	\$ 495,525	\$ 541,002	\$ 554,527	\$ 568,391	\$ 582,600	\$ 597,165
<b>LifeFlight</b>	\$ 1,100	\$ 1,100	\$ 1,250	\$ 1,250	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350
<b>Taxes</b>									
FICA - 6.2%	\$ 101,035	\$ 105,327	\$ 118,593	\$ 123,881	\$ 135,251	\$ 138,632	\$ 142,098	\$ 145,650	\$ 149,291
MEDICARE - 1.45%	\$ 23,629	\$ 24,633	\$ 27,735	\$ 28,972	\$ 31,631	\$ 32,422	\$ 33,233	\$ 34,063	\$ 34,915
SUTA - 2.10%	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
(SUTA - Taxable Base \$42,100)									
<b>Total</b>	<b>\$ 2,520,981</b>	<b>\$ 2,669,181</b>	<b>\$ 3,017,864</b>	<b>\$ 3,106,933</b>	<b>\$ 3,409,121</b>	<b>\$ 3,522,794</b>	<b>\$ 3,641,631</b>	<b>\$ 3,765,814</b>	<b>\$ 3,895,758</b>
<b>2.5% Cost per FTE</b>	\$ 114,590	\$ 121,326	\$ 120,715	\$ 124,277	\$ 126,264	\$ 130,474	\$ 134,875	\$ 139,475	\$ 144,287

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

\$ 972,450	\$ 747,950	\$ 788,826
\$ 13,549	\$ 18,760	\$ 20,010

**Non-represented - COLA 3%**

FTE	2016	2017	2018	2019	2020	2021	2022	2023	2024
	22	22	25	25	27	27	27	27	27
<b>COLA</b>	3%	3%	3%	3%	2.5%	2.5%	3%	3%	3%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	36,900	38,400	39,300	40,600	42,100	43,800	47,700	47,700	47,700
<b>Wages</b>	\$ 1,629,589	\$ 1,698,823	\$ 1,912,788	\$ 1,998,086	\$ 2,181,461	\$ 2,246,905	\$ 2,314,312	\$ 2,383,741	\$ 2,455,254
<b>Health Insurance - County Share 92.5%</b>	\$ 360,789	\$ 417,183	\$ 482,301	\$ 458,365	\$ 517,542	\$ 558,945	\$ 603,661	\$ 651,954	\$ 704,110
<b>Retirement - County Contribution</b>	\$ 404,138	\$ 421,308	\$ 474,371	\$ 495,525	\$ 541,002	\$ 557,232	\$ 573,949	\$ 591,168	\$ 608,903
<b>LifeFlight</b>	\$ 1,100	\$ 1,100	\$ 1,250	\$ 1,250	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350
<b>Taxes</b>									
FICA - 6.2%	\$ 101,035	\$ 105,327	\$ 118,593	\$ 123,881	\$ 135,251	\$ 139,308	\$ 143,487	\$ 147,792	\$ 152,226
MEDICARE - 1.45%	\$ 23,629	\$ 24,633	\$ 27,735	\$ 28,972	\$ 31,631	\$ 32,580	\$ 33,558	\$ 34,564	\$ 35,601
SUTA - 2.10%	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
(SUTA - Taxable Base \$42,100)									
<b>Total</b>	<b>\$ 2,520,981</b>	<b>\$ 2,669,181</b>	<b>\$ 3,017,864</b>	<b>\$ 3,106,933</b>	<b>\$ 3,409,121</b>	<b>\$ 3,537,241</b>	<b>\$ 3,671,319</b>	<b>\$ 3,811,571</b>	<b>\$ 3,958,445</b>
<b>3% Cost per FTE</b>	<b>\$ 114,590</b>	<b>\$ 121,326</b>	<b>\$ 120,715</b>	<b>\$ 124,277</b>	<b>\$ 126,264</b>	<b>\$ 131,009</b>	<b>\$ 135,975</b>	<b>\$ 141,169</b>	<b>\$ 146,609</b>

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

1,002,138	793,707	851,513
14,648	20,455	22,332

**Non-represented - COLA 3.5%**

FTE	2016	2017	2018	2019	2020	2021	2022	2023	2024
	22	22	25	25	27	27	27	27	27
<b>COLA</b>	3%	3%	3%	3%	2.5%	2.5%	3.5%	3.5%	3.5%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
(SUTA - Taxable Base)	36,900	38,400	39,300	40,600	42,100	43,800	47,700	47,700	47,700
<b>Wages</b>	\$ 1,629,589	\$ 1,698,823	\$ 1,912,788	\$ 1,998,086	\$ 2,181,461	\$ 2,246,905	\$ 2,325,546	\$ 2,406,941	\$ 2,491,184
<b>Health Insurance - County Share 92.5%</b>	\$ 360,789	\$ 417,183	\$ 482,301	\$ 458,365	\$ 517,542	\$ 558,945	\$ 603,661	\$ 651,954	\$ 704,110
<b>Retirement - County Contribution</b>	\$ 404,138	\$ 421,308	\$ 474,371	\$ 495,525	\$ 541,002	\$ 557,232	\$ 576,736	\$ 596,921	\$ 617,814
<b>LifeFlight</b>	\$ 1,100	\$ 1,100	\$ 1,250	\$ 1,250	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350
<b>Taxes</b>									
FICA - 6.2%	\$ 101,035	\$ 105,327	\$ 118,593	\$ 123,881	\$ 135,251	\$ 139,308	\$ 144,184	\$ 149,230	\$ 154,453
MEDICARE - 1.45%	\$ 23,629	\$ 24,633	\$ 27,735	\$ 28,972	\$ 31,631	\$ 32,580	\$ 33,720	\$ 34,901	\$ 36,122
SUTA - 2.10%	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
(SUTA - Taxable Base \$42,100)									
<b>Total</b>	<b>\$ 2,520,981</b>	<b>\$ 2,669,181</b>	<b>\$ 3,017,864</b>	<b>\$ 3,106,933</b>	<b>\$ 3,409,121</b>	<b>\$ 3,537,241</b>	<b>\$ 3,686,199</b>	<b>\$ 3,842,298</b>	<b>\$ 4,006,034</b>
<b>3.5% Cost per FTE</b>	\$ 114,590	\$ 121,326	\$ 120,715	\$ 124,277	\$ 126,264	\$ 131,009	\$ 136,526	\$ 142,307	\$ 148,372

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

\$ 1,017,018	\$ 824,434	\$ 899,102
\$ 15,199	\$ 21,593	\$ 24,094

**Non-represented - COLA 4%**

FTE	2016	2017	2018	2019	2020	2021	2022	2023	2024
	22	22	25	25	27	27	27	27	27
<b>COLA</b>	3%	3%	3%	3%	2.5%	2.5%	4%	4%	4%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	42,100	43,800	47,700	47,700	47,700
<b>Wages</b>	\$ 1,629,589	\$ 1,698,823	\$ 1,912,788	\$ 1,998,086	\$ 2,181,461	\$ 2,235,998	\$ 2,325,437	\$ 2,418,455	\$ 2,515,193
<b>Health Insurance - County Share 92.5%</b>	\$ 360,789	\$ 417,183	\$ 482,301	\$ 458,365	\$ 517,542	\$ 558,945	\$ 603,661	\$ 651,954	\$ 704,110
<b>Retirement - County Contribution</b>	\$ 404,138	\$ 421,308	\$ 474,371	\$ 495,525	\$ 541,002	\$ 554,527	\$ 576,708	\$ 599,777	\$ 623,768
<b>LifeFlight</b>	\$ 1,100	\$ 1,100	\$ 1,250	\$ 1,250	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350
<b>Taxes</b>									
FICA - 6.2%	\$ 101,035	\$ 105,327	\$ 118,593	\$ 123,881	\$ 135,251	\$ 138,632	\$ 144,177	\$ 149,944	\$ 155,942
MEDICARE - 1.45%	\$ 23,629	\$ 24,633	\$ 27,735	\$ 28,972	\$ 31,631	\$ 32,422	\$ 33,719	\$ 35,068	\$ 36,470
SUTA - 2.10%	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002
<i>(SUTA - Taxable Base \$42,100)</i>									
<b>Total</b>	<b>\$ 2,520,981</b>	<b>\$ 2,669,181</b>	<b>\$ 3,017,864</b>	<b>\$ 3,106,933</b>	<b>\$ 3,409,121</b>	<b>\$ 3,522,794</b>	<b>\$ 3,686,055</b>	<b>\$ 3,857,549</b>	<b>\$ 4,037,835</b>
<b>4% Cost per FTE</b>	\$ 114,590	\$ 121,326	\$ 120,715	\$ 124,277	\$ 126,264	\$ 130,474	\$ 136,521	\$ 142,872	\$ 149,549

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

1,016,873	839,685	930,903
15,194	22,158	25,272

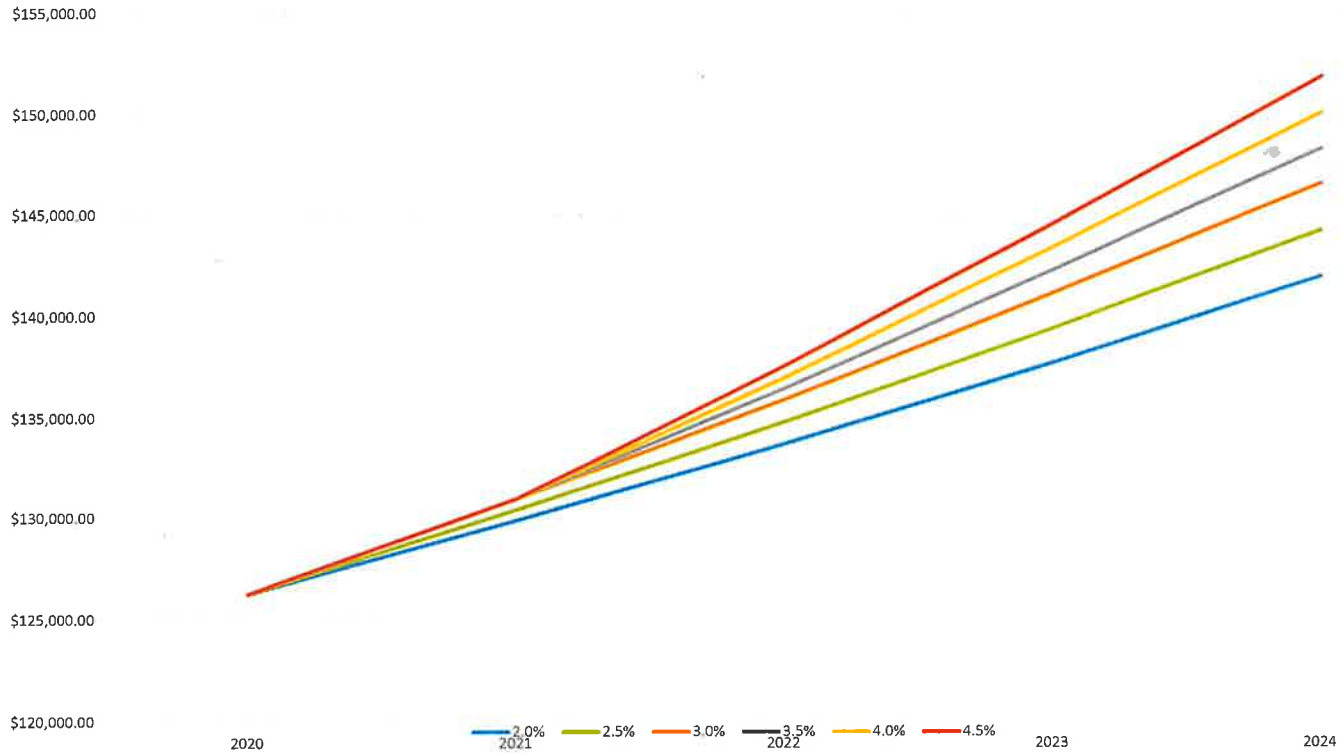
**Non-represented - COLA 4.5%**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>FTE</b>	<b>22</b>	<b>22</b>	<b>25</b>	<b>25</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>
<b>COLA</b>	3%	3%	3%	3%	2.5%	2.5%	4.5%	4.5%	4.5%
<b>RETIREMENT</b>	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%	24.8%
<b>TAXES</b>									
FICA - 6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%
MEDICARE - 1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
SUTA - 2.10%	1.9%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
<i>(SUTA - Taxable Base)</i>	36,900	38,400	39,300	40,600	42,100	43,800	43,800	43,800	43,800
<b>Wages</b>	\$ 1,629,589	\$ 1,698,823	\$ 1,912,788	\$ 1,998,086	\$ 2,181,461	\$ 2,235,998	\$ 2,336,617	\$ 2,441,765	\$ 2,551,645
<b>Health Insurance - County Share 92.5%</b>	\$ 360,789	\$ 417,183	\$ 482,301	\$ 458,365	\$ 517,542	\$ 558,945	\$ 603,661	\$ 651,954	\$ 704,110
<b>Retirement - County Contribution</b>	\$ 404,138	\$ 421,308	\$ 474,371	\$ 495,525	\$ 541,002	\$ 554,527	\$ 579,481	\$ 605,558	\$ 632,808
<b>LifeFlight</b>	\$ 1,100	\$ 1,100	\$ 1,250	\$ 1,250	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350
<b>Taxes</b>									
FICA - 6.2%	\$ 101,035	\$ 105,327	\$ 118,593	\$ 123,881	\$ 135,251	\$ 138,632	\$ 144,870	\$ 151,389	\$ 158,202
MEDICARE - 1.45%	\$ 23,629	\$ 24,633	\$ 27,735	\$ 28,972	\$ 31,631	\$ 32,422	\$ 33,881	\$ 35,406	\$ 36,999
SUTA - 2.10%	\$ 701	\$ 806	\$ 825	\$ 853	\$ 884	\$ 920	\$ 920	\$ 920	\$ 920
<i>(SUTA - Taxable Base \$42,100)</i>									
<b>Total</b>	<b>\$ 2,520,981</b>	<b>\$ 2,669,181</b>	<b>\$ 3,017,865</b>	<b>\$ 3,106,933</b>	<b>\$ 3,409,121</b>	<b>\$ 3,522,794</b>	<b>\$ 3,700,781</b>	<b>\$ 3,888,342</b>	<b>\$ 4,086,033</b>
<b>4.5% Cost per FTE</b>	\$ 114,590	\$ 121,326	\$ 120,715	\$ 124,277	\$ 126,264	\$ 130,474	\$ 137,066	\$ 144,013	\$ 151,335

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

\$ 1,031,599	\$ 870,477	\$ 979,101
\$ 15,740	\$ 23,298	\$ 27,057

### NR Cola per FTE



	2020	2021	2022	2023	2024
2.0%	\$ 126,263.75	\$ 129,938.78	\$ 133,781.01	\$ 137,796.36	\$ 141,999.33
2.5%	\$ 126,263.75	\$ 130,473.85	\$ 134,875.22	\$ 139,474.60	\$ 144,287.34
3.0%	\$ 126,263.75	\$ 131,008.91	\$ 135,974.77	\$ 141,169.29	\$ 146,609.08
3.5%	\$ 126,263.75	\$ 131,008.91	\$ 136,525.89	\$ 142,307.35	\$ 148,371.65
4.0%	\$ 126,263.75	\$ 131,008.91	\$ 137,077.01	\$ 143,450.91	\$ 150,151.32
4.5%	\$ 126,263.75	\$ 131,008.91	\$ 137,625.09	\$ 144,596.96	\$ 151,945.16



**Non-represented - COLA Variances**

	2020-2021			2021-2022			2022-2023					
	2%	2.50%	3%	2%	2.50%	3%	2%	2.50%	3%	3.5%	4.0%	4.5%
<b>FTE</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>
<b>Wages</b>	\$ 2,181,461	\$ 2,181,461	\$ 2,181,461	\$ 2,225,090	\$ 2,235,998	\$ 2,246,905	\$ 2,269,592	\$ 2,291,897	\$ 2,314,312	\$ 2,325,546	\$ 2,336,781	\$ 2,348,016
<b>Health Insurance - County Share 92.5%</b>	\$ 517,542	\$ 517,542	\$ 517,542	\$ 558,945	\$ 558,945	\$ 558,945	\$ 603,661	\$ 603,661	\$ 603,661	\$ 603,661	\$ 603,661	\$ 603,661
<b>Retirement - County Contribution</b>	\$ 541,002	\$ 541,002	\$ 541,002	\$ 551,822	\$ 554,527	\$ 557,232	\$ 562,859	\$ 568,391	\$ 573,949	\$ 576,736	\$ 579,522	\$ 582,308
<b>LifeFlight</b>	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350
<b>Taxes</b>												
FICA - 6.2%	\$ 135,251	\$ 135,251	\$ 135,251	\$ 137,956	\$ 138,632	\$ 139,308	\$ 140,715	\$ 142,098	\$ 143,487	\$ 144,184	\$ 144,880	\$ 145,577
MEDICARE - 1.45%	\$ 31,631	\$ 31,631	\$ 31,631	\$ 32,264	\$ 32,422	\$ 32,580	\$ 32,909	\$ 33,233	\$ 33,558	\$ 33,720	\$ 33,883	\$ 34,046
SUTA - 2.10%	\$ 884	\$ 884	\$ 884	\$ 920	\$ 920	\$ 920	\$ 1,002	\$ 1,002	\$ 1,002	\$ 1,002	\$ 1,002	\$ 1,002
(SUTA - Taxable Base \$42,100)												
<b>Total</b>	<b>\$ 3,409,121</b>	<b>\$ 3,409,121</b>	<b>\$ 3,409,121</b>	<b>\$ 3,508,347</b>	<b>\$ 3,522,794</b>	<b>\$ 3,537,241</b>	<b>\$ 3,612,088</b>	<b>\$ 3,641,631</b>	<b>\$ 3,671,319</b>	<b>\$ 3,686,199</b>	<b>\$ 3,701,079</b>	<b>\$ 3,715,960</b>
<b>Per FTE</b>	\$ 126,264	\$ 126,264	\$ 126,264	\$ 129,939	\$ 130,474	\$ 131,009	\$ 133,781	\$ 134,875	\$ 135,975	\$ 136,526	\$ 137,077	\$ 137,628

*Total Annual Variance*  
*Per FTE Annual Vairance*

\$ -	\$ -
\$ -	\$ -

\$ 14,447	\$ 28,893
\$ 535	\$ 1,070

\$ 29,544	\$ 59,232	\$ 44,568	\$ 29,760	\$ 29,760
\$ 1,094	\$ 2,194	\$ 1,651	\$ 1,102	\$ 1,102

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

\$ 202,967	\$ 232,510	\$ 262,198	\$ 177,852	\$ 178,285	\$ 178,719
\$ 7,517	\$ 8,611	\$ 9,711	\$ 6,587	\$ 6,603	\$ 6,619



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

(For BOC Use)
Item #
6C

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item: Update on Finance Director Search
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 3/23/2022

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 Minutes
Purchase Pre-Authorization
Other

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

Reviewed By:

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

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):**

On March 16, 2022, the Board of Commissioners approved the updated Finance Director job description. On March 17, 2022 I engaged Prothman to help us with recruiting a Finance Director. We are currently working on the recruiting advertisement to go out soon.

Lisanne Currin, Chief Financial Officer for Morrow County Grain Growers, will temporarily assist Morrow County's Finance Department with the basic functions of the department.

I am working with Christa Wolfe, of Wolfe Consulting LLC, who will assist the Finance Department and Morrow County, with the daily operations until we have a permanent Finance Director in place. Christa has 16 years of government finance experience. She recently left Clackamas County where she was the Deputy Finance Director and worked with OpenGov software for a couple years.

## **2. FISCAL IMPACT:**

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

Attach additional background documentation as needed.

# WC

**WOLFE CONSULTING LLC**  
CPAs, TAX & ACCOUNTING ADVISORS

Partner

- 503-704-2728
- christa@wcportland.com
- Oregon City, Oregon
- <https://www.linkedin.com/in/christa-bosserman-wolfe-cpa-37a2a485>
- [www.facebook.com/WolfeConsultingLLC/](http://www.facebook.com/WolfeConsultingLLC/)
- <https://wcportland.com/>

## ABOUT ME

*16 years in government finance, including auditing of local municipalities, and managing state and county finances.*



## SKILLS

- Audit preparation
- Financial statement drafting
- Finance
- Accounting
- Reporting
- Grants management & subrecipient monitoring
- Financial Policies
- Budget development
- Financial software upgrades
- Chart of accounts redesign
- Debt issuance

## CREDENTIALS

Licensed CPA in Oregon

## EDUCATION

BA in Accounting & Management  
Portland State University

## EXPERIENCE

### *Clackamas County*

Held roles of Audit Manager, Deputy Finance Director, and Finance Director. Accomplishments include the development and implementation of various financial policies and procedures, upgrade of accounting software, development and implementation of new chart of accounts, and the procurement of new budget software. Applied for the County's ARPA funds and prepared the interim financial reports. Issued approximately \$60M in general obligation bonds. Experienced in both issuance and refinancing of full faith and credit bonded debt. Managed annual audits and financial reporting. Worked extensively with grants financial management, processes, policies, and subrecipient or pass thru grants to other entities.

### *Oregon Department of Environmental Quality*

Managed audits and financial reporting, including grant reporting.

### *Merina & Company, LLC*

Worked as an auditor of municipalities and local government. Clients included Canby, Florence, Cottage Grove, Astoria, Oregon Department of Veterans Affairs, Port of Astoria, Cannon Beach, Washington State Lottery and others.

6e

**Amazon Gift Fund Distribution 3/21/22**

City of Boardman	<b>\$200,000.00</b>
City of Heppner	<b>\$200,000.00</b>
City of Ione	<b>\$200,000.00</b>
City of Irrigon	<b>\$200,000.00</b>
Town of Lexington	<b>\$200,000.00</b>

Total Funds to Distribute **\$11,545,618.52**  
 Total to Cities **-\$1,000,000.00**

Total To Other Dist **\$10,545,618.52**

<b>Tax District</b>	<b>Distribution %</b>	<b>Distribution Amount</b>
Mo Co General	0.306578863	<b>\$3,233,063.74</b>
Ione SD Bond	0.018332587	<b>\$193,328.47</b>
Boardman Urb Ren	0.002310115	<b>\$24,361.59</b>
Radio District	0.012660574	<b>\$133,513.58</b>
West Boardman URA	0.002308652	<b>\$24,346.17</b>
MOCO Health Dist	0.068945939	<b>\$727,077.57</b>
City of Board Bond	0.032160946	<b>\$339,157.07</b>
City of Irrigon Bond	0.005398296	<b>\$56,928.37</b>
Town of Lex Bond	0.00036404	<b>\$3,839.03</b>
Port of Morrow	0.006263057	<b>\$66,047.81</b>
Boardman Fire & Res	0.042403917	<b>\$447,175.53</b>
Board F&R Bond	0.0104026	<b>\$109,701.85</b>
Heppner RFPD	0.002167543	<b>\$22,858.08</b>
Irrigon RFPD	0.003789922	<b>\$39,967.08</b>
Ione RFPD	0.005136956	<b>\$54,172.38</b>
Boardman Cemetery	0.001245925	<b>\$13,139.05</b>
Heppner Cemetery	0.001595346	<b>\$16,823.91</b>
Ione-Lex Cemetery	0.001976897	<b>\$20,847.60</b>
Irrigon Cemetery	0.000715997	<b>\$7,550.63</b>
Willow Creek Park	0.005375786	<b>\$56,690.99</b>
Boardman Park	0.013142474	<b>\$138,595.52</b>
Irrigon Park	0.002845076	<b>\$30,003.08</b>
Board Park Bond	0.023641554	<b>\$249,314.81</b>
MOCO Unif Rec Dist	0.033955884	<b>\$358,085.80</b>
Heppner Water Cont	0.000307058	<b>\$3,238.11</b>
MOCO School Dist	0.27237925	<b>\$2,872,407.67</b>
BMCC	0.048530502	<b>\$511,784.17</b>
BMCC Bond	0.015164852	<b>\$159,922.74</b>
N Morrow Vector	0.016277735	<b>\$171,658.78</b>
Ione Library	0.001517768	<b>\$16,005.80</b>
OR Trail Library	0.016177485	<b>\$170,601.59</b>
Ione School Dist	0.023755919	<b>\$250,520.86</b>
Heppner RFPD Bond	0.000888323	<b>\$9,367.92</b>
City of Heppner Bond	0.001282162	<b>\$13,521.19</b>

**\$10,545,618.52**

# Option 2 from March 16th BOC Meeting

		AMAZON					
		10,545,618.52	#	1.0000000			
101	General	-2,862,911.25	#	0.2714787	631	City of Boardman	\$200,000.00
211	MOCO School Dist	-25,578.59	#	0.0024255	632	City of Heppner	\$200,000.00
212	Ione School Dist	-19,075.87	#	0.0018089	633	City of Ione	\$200,000.00
214	Fair	-36,932.41	#	0.0035022	634	City of Irrigon	\$200,000.00
514	Ione SD Bond	-188,356.24	#	0.0178611	635	Town of Lexington	\$200,000.00
515	Boardman Urb Ren	-39,688.28	#	0.0037635			
516	Radio District	-135,727.24	#	0.0128705	Total To Cities		\$1,000,000.00
519	West Boardman URA	-39,674.71	#	0.0037622			
617	MOCO Health Dist	-657,983.10	#	0.0623940			
621	City of Board Bond	-316,665.63	#	0.0300282			
623	City of Irrigon Bond	-68,342.64	#	0.0064807			
624	Town of Lex Bond	-21,631.21	#	0.0020512			
626	MH Ombudsman	-19,644.71	#	0.0018628	Total Funds to Distribu		\$11,545,618.52
630	Port of Morrow	-76,366.50	#	0.0072415	Total to Cities		-\$1,000,000.00
636	Boardman Fire & Res	-411,707.24	#	0.0390406			
637	Board F&R Bond	-114,776.15	#	0.0108838			
638	Heppner RFPD	-38,365.40	#	0.0036380	Total To Other Dist		\$10,545,618.52
639	Irrigon RFPD	-53,419.00	#	0.0050655			
640	Ione RFPD	-65,917.74	#	0.0062507			
641	S Gilliam RFPD	-18,285.08	#	0.0017339			
642	Boardman Cemetery	-29,813.97	#	0.0028271			
643	Heppner Cemetery	-33,056.14	#	0.0031346			
644	Ione-Lex Cemetery	-36,596.45	#	0.0034703			
645	Irrigon Cemetery	-24,896.91	#	0.0023609			
646	Willow Creek Park	-68,133.77	#	0.0064609			
647	Boardman Park	-140,198.66	#	0.0132945			
648	Irrigon Park	-44,652.03	#	0.0042342			
649	Board Park Bond	-237,616.62	#	0.0225323			
650	MOCO Unif Rec Dist	-333,320.35	#	0.0316075			
651	Heppner Water Cont	-21,102.48	#	0.0020011			
652	MOCO School Dist	-2,545,582.79	#	0.2413877			
654	Intermountain ESD	-437,566.40	#	0.0414927			
658	BMCC	-468,554.08	#	0.0444312			
659	BMCC Bond	-158,963.72	#	0.0150739			
660	N Morrow Vector	-169,289.84	#	0.0160531			
662	Ione Library	-32,336.32	#	0.0030663			
663	OR Trail Library	-168,359.66	#	0.0159649			
666	State Fire Patrol	-70,433.13	#	0.0066789			
683	Pilot Rock RFPD	-18,772.42	#	0.0017801			
688	Ione School Dist	-238,677.79	#	0.0226329			
690	Heppner RFPD Bond	-26,495.88	#	0.0025125			
691	City of Heppner Bond	-30,150.20	#	0.0028590			
		-10,545,618.59	#	1.0000000			



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

(For BOC Use)  
 Item #  
 6f

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

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

Date submitted to reviewers: March 17, 2022  
 Requested Agenda Date: March 23, 2022

(No acronyms please)

Financial support from Morrow County to support the Economic Development Conveyance obligations between U.S. Army and Columbia Development Authority

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

- |   |  |
|---|--|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                          |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee           |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible               |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input checked="" type="checkbox"/> Discussion & Action        |
| Estimated Time:   | Estimated Time: <b>30 minutes</b>                              |
| <input type="checkbox"/> Document Recording Required                      | <input checked="" 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:

Tamra Mabbott    March 17, 2022    Department Director

Required for all BOC meetings

*[Signature]*    3/21/22    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):**

As part of the long-awaited conveyance of the Umatilla Army Depot, including approximately 9,511 acres of land located in Morrow County and Umatilla County, the Columbia Development Authority (CDA) is obligated to pay one million dollars to the United States Army. To date, no formal agreement has been made amongst the five representative members of the CDA.

At the CDA meeting on March 16th, 2022, Board discussed funding options and postponed a decision in order to allow each member to return to their respective governing bodies to discuss the matter. More specifically, each of CDA represented entities agreed to seek approval to determine the level of funding each could contribute. CDA Chair Doherty asked each entity to seek between \$200,000, or one fifth and up to the entire one million.

## **2. FISCAL IMPACT:**

\$200,000 up to \$1,000,000

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

Recommendation is:

1. Fund the conveyance at \$200,000, a level proportionate to the one fifth co-ownership.
2. Fund up to \$1,000,000.

Attach additional background documentation as needed.



**AGREEMENT**  
**BETWEEN**  
**UNITED STATES DEPARTMENT OF THE ARMY**  
**AND**  
**THE COLUMBIA DEVELOPMENT AUTHORITY**  
**FOR**  
**THE ECONOMIC DEVELOPMENT CONVEYANCE**  
**OF**  
**A PORTION OF THE FORMER UMATILLA CHEMICAL DEPOT**  
**HERMISTON, OREGON**

## TABLE OF CONTENTS

Article 1. Definitions .....	5-7
Article 2. Agreement to Acquire and Convey .....	7-8
Article 3. Consideration and Payment Terms.....	8
Article 4. Settlement, Closing Costs, and Recordation .....	9
Article 5. Reinvestment Requirements.....	10-12
Article 6. Interest, Penalties, and Administrative Costs.....	12-13
Article 7. Maintenance .....	13
Article 8. Risk of Loss .....	14
Article 9. Environmental Provisions .....	14
Article 10. Default and Termination.....	15
Article 11. Notices.....	15-17
Article 12. Non-Discrimination Covenant .....	17
Article 13. Dispute Resolution.....	17-18
Article 14. Severability .....	18
Article 15. Anti-Deficiency Act.....	18
Article 16. Authority Representations.....	18
Article 17. Protection of Historic Property .....	18
Article 18. "As Is" Condition .....	19
Article 19. Merger .....	20
Article 20. Amendment .....	20
Article 21. Waiver.....	20
Article 22. Covenant Against Contingent Fees .....	20
Article 23. Officials Not To Benefit .....	21
Article 24. No Partnership or Joint Venture.....	21
Article 25. Headings.....	21
Article 26. Assignment .....	21
Article 27. Counterparts .....	21
Article 28. Governing Law.....	22
Article 29. Reservation of Rights, Jurisdiction, and Venue .....	22
Article 30. Survival .....	22
Signatures.....	23

## LIST OF EXHIBITS

- Exhibit A Legal Descriptions of Parcel 1 and Parcel 2
- Exhibit A-1 Map of Parcel 1 and 2
- Exhibit B Form of Deed for Parcel 1 and Parcel 2
- Exhibit C Description of Existing Easements
- Exhibit D Description of Army Reserved Easements
- Exhibit E Memorandum of Agreement between Oregon Military Department and Columbia Development Authority (Water Rights)
- Exhibit F Amended Historic Preservation Programmatic Agreement
- Exhibit G List of Permits
- Exhibit H Annual Financial Statements Format
- Exhibit I Army-CDA Interim Lease
- Exhibit J Easement and Equitable Servitude
- Exhibit K Memorandum of Agreement between Columbia Development Authority and Confederated Tribes of the Umatilla Indian Reservation (Wildlife Habitat)

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the **Department of the Army** ("Army"), **acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships)**, and the **Columbia Development Authority**, a municipal corporation, whose mailing address is P.O. Box 200, Boardman, Oregon 97818, in its capacity as the designated Local Redevelopment Authority (hereinafter referred to as the "CDA") (individually each a "Party" and collectively the "Parties") as of the date of the last signature of a Party affixed hereto ("Effective Date").

**RECITALS:**

**WHEREAS**, the United States of America is the owner of certain real property, improvements, and related personal property, located in Umatilla County and Morrow County, Oregon and commonly referred to as the former Umatilla Chemical Depot or UMCD ("Installation"); and

**WHEREAS**, by enactment of section 2846 of Public Law 108-375 (National Defense Authorization Act for Fiscal Year 2005), Congress determined that parcels of real property within the boundaries of the Installation that were previously withdrawn from the public domain are no longer suitable for return to the public domain and shall remain under the administrative jurisdiction of the Secretary of the Army; and

**WHEREAS**, the Installation was closed on July 17, 2012 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended, and section 2703 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81) (collectively, "Act"); and

**WHEREAS**, the Umatilla Army Depot Reuse Authority (UMADRA) was initially organized as a planning LRA in the late 1980's by appointment of the Oregon Governor in anticipation of base closure, was later legally established as an Oregon Section 190 intergovernmental organization in 1996 under Oregon Law ORS 190.003-190.110; and

**WHEREAS**, the final Redevelopment Plan developed by the UMADRA dated August 6, 2010, with supplemental information dated August 16, 2010, was approved by the Department of Housing and Urban Development (HUD) on October 27, 2010 and is in compliance with the requirements of the Act and implementing regulations at 24 C.F.R. Part 586; and

**WHEREAS**, the Director of the Office of Economic Adjustment, on behalf of the Secretary of Defense, issued a letter dated September 17, 2014 recognizing the newly reorganized Columbia Development Authority (CDA) as the implementation local redevelopment authority for the purpose of executing the Redevelopment Plan for a 9,539.44 acre portion of the installation in accordance with the Act and implementing regulations at 32 C.F.R. § 174.9; and

**WHEREAS**, the CDA Board of Directors submitted its final EDC application dated February 20, 2015 for the economic development conveyance (“EDC”) of the Property as herein defined, including related personal property, and;

**WHEREAS**, the CDA and Confederated Tribes of the Umatilla Indian Reservation (CTUIR) executed an Agreement on July 31, 2019 (**Exhibit K**) to transfer and manage certain respective portions of the area designated in the Redevelopment Plan as the “Wildlife Refuge” for the purpose of preservation and restoration of the natural shrub-steppe habitat and wildlife habitat resources, in accordance with applicable laws and regulations, including the Umatilla Depot Wildlife Refuge as zoned by Umatilla and Morrow counties; and

**WHEREAS**, the Army approved CDA’s EDC application for 9,539.44 acres of the installation, together with certain Related Personal Property, by letter to the CDA dated February 18, 2022.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

## **ARTICLE 1. DEFINITIONS**

As used in this Agreement, unless the context otherwise requires or unless otherwise expressly provided, the following terms shall have the following meanings:

“Act” shall mean the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Pub. L. No. 101-510; 10 U.S.C. § 2687 note), as amended, together with section 2703 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81).

“Army” shall mean the Department of the Army acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships).

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.).

"Closing" shall mean, with respect to a Parcel, the settlement and conveyance of such Parcel in accordance with the terms and provisions of this Agreement.

"Closing Date" shall mean, with respect to a Parcel, the date on which the Closing occurs for such Parcel.

"Columbia Development Authority" or "CDA" shall mean that entity which in its capacity as the designated local redevelopment authority is authorized to accept the Property from Army under state laws and the Act.

"Economic Development Conveyance" or "EDC" shall mean a conveyance of real and personal property for purposes of job generation as authorized by section 2905(b)(4) of the Act and the implementing regulations at 32 C.F.R. § 174.9.

"Finding of Suitability to Transfer" or "FOST" shall mean the document, including any amendments thereto, required by Army Regulation 200-1 evidencing the Army's determination that real property is environmentally suitable for transfer by deed under CERCLA §120(h). A FOST must demonstrate that either the property is uncontaminated or that all necessary remediation has been completed or is in place and operating properly and successfully.

"Installation" shall mean the former Umatilla Chemical Depot located in Umatilla County and Morrow County, OR.

"Parcel" shall mean either Parcel 1 or Parcel 2, individually, as the context may require.

"Parcel 1" shall mean the real property located at the Installation totaling 9,511.37 acres, together with all improvements, structures, appurtenances, utilities, and infrastructure located thereon, including Related Personal Property (as defined below) located thereon, more particularly described in **Exhibit A and Exhibit A-1** attached hereto and made a part hereof.

"Parcel 2" shall mean the real property located at the Installation totaling 28.07 acres, together with all improvements, structures, appurtenances, utilities, and infrastructure located thereon, including Related Personal Property (as defined below) located

thereon, more particularly described in **Exhibit A and Exhibit A-1** attached hereto and made a part hereof.

“Property” shall mean collectively, Parcel 1 and Parcel 2.

“Reinvestment Period” shall mean the period beginning on the Closing Date for Parcel 1 and continuing for a period of seven (7) years after the Closing Date for Parcel 2.

“Related Personal Property” shall mean the personal property of the United States of America located on a Parcel to be conveyed to the CDA that is an integral part of, related to, designed for, or specially adapted to the functional use of the Property, the removal of which would significantly diminish the economic value of the Property, or as determined by the Army to be related to the Property.

## **ARTICLE 2. AGREEMENT TO ACQUIRE AND CONVEY**

2.01. The Army agrees to convey the Property to the CDA, and the CDA agrees to accept the said conveyance, pursuant to the terms and conditions of this Agreement.

2.02. The Army shall convey each Parcel to the CDA by quitclaim deed (each, a **“Deed”** and, collectively, the **“Deeds”**) substantially similar in form to that described in **“Exhibit B”**, attached hereto and made a part hereof, in each case following execution of a Finding of Suitability of Transfer (FOST). The Closing for each Parcel shall occur on a date, place and time that is mutually agreeable to the Parties, but not more than thirty (30) calendar days following Army’s delivery of a Deed for such Parcel to the CDA for signature. At Closing the Army shall deliver the applicable Deed in final form for execution by the CDA.

2.03. The Army shall convey the Property to the CDA subject to the division of water rights as described in the Memorandum of Agreement between the Oregon Military Department (OMD) and Columbia Development Authority (CDA) executed 25-26 Jul 2016, **“Exhibit E – Memorandum of Agreement Between OMD and CDA.”** The Army will convey the water rights for Wells 4 and 5 together with the Property, subject to reserved Army rights for temporary access and use as specified in paragraph 2.04.ii, below. Water rights allocated to CDA in **Exhibit E** which are associated with wells that are not located on the Property (i.e. wells other than Wells 4 and 5) are subject to approval by Oregon Water Resources Department (OWRD) of a CDA request for a change in point of appropriation and/or place of use for future wells to be located on the Property, and new certificates to be issued to CDA by OWRD for such future wells.

2.04. The Conveyance of the Property to the CDA shall be subject to the following:

- i. All valid and existing easements and rights-of-ways including, but not limited to rights-of-ways for railroads, highways, pipelines, and public utilities, if any, whether of public record or not, including but not limited to, easements for utility purposes as described in “**Exhibit C – Description of Existing Easements.**”
- ii. Perpetual and assignable non-exclusive easements and rights-of-ways to be temporarily retained by the Army for a period of up to seven (7) years for continued access to existing roads, potable water, waste water, storm water infrastructure, and other utilities as more particularly described in “**Exhibit D – Description of Army Reserved Easements.**” These easements will support Army National Guard activities on adjacent land.
- iii. Mineral interests retained by the U.S. Department of the Interior, Bureau of Land Management, as further defined within the legal descriptions set forth at **Exhibit A.**

2.05. The Army agrees to cooperate with the CDA in its efforts to obtain governmental permits and approvals related to, and necessary for, the Army’s conveyance of the Property as described in “**Exhibit G – List of Permits**”, but shall not be required to expend any funds to effect such transfers. All costs and expenses associated with obtaining such permits and approvals shall be the sole responsibility of the CDA

### **ARTICLE 3. CONSIDERATION AND PAYMENT TERMS**

3.01. For and in consideration of the economic development conveyance of the Property to the CDA, the CDA agrees to pay the Army **one million dollars (\$1,000,000.00) cash** for the entire Property in accordance with the terms and provisions of Section 4.02.

3.02. As part of the consideration for the Property, the CDA shall prepare, or cause to be prepared, at its sole expense, such surveys, boundary markers and legal descriptions of the Property as may be required for the Army to convey the Property and meet all requirements for deed recordation in the county land records.

3.03. Payments made to the Army shall be made by wire or electronic funds transfer or cashier’s check in accordance with instructions to be provided by the Army.



3.04. The CDA shall be responsible for any costs associated with legally binding agreements for homeless assistance purposes or other costs related to redevelopment of the Property. These costs do not affect payments due to the Army as described in Section 3.01, above.

#### **ARTICLE 4. SETTLEMENT, CLOSING COSTS, AND RECORDATION**

4.01. The Parties shall agree upon a date, time and place for each Closing, which in each case shall be no more than thirty (30) calendar days following Army's delivery of a Deed for the applicable Parcel to CDA for signature. At CDA's election and at CDA's sole cost and expense, the Closing shall occur via an escrow established with CDA's title company (the "Escrow;" such title company is referred to herein as the "Escrow Agent"). The Army shall have the right to approve the escrow instructions.

4.02. The consideration specified in paragraph 3.01 shall be paid in full at Closing for Parcel 1. On the applicable Closing Date, following execution of the applicable Deed by the CDA, and CDA's deposit of the Consideration into Escrow for disbursement to the Army upon Closing for Parcel 1, the Army shall then execute, acknowledge and deliver to Escrow Agent the executed and acknowledged Deed for the EDC of the applicable Parcel together with any other Closing Documents. The CDA shall accept delivery of said Deed and other Closing Documents, and shall thereafter direct the Escrow Agent to disburse the Consideration to the Army for Parcel 1 closing.

4.03. The CDA shall record (or cause to be recorded) each Deed and any related affidavits required by Oregon law in the county or counties in which the property therein is located, at its sole expense within fourteen (14) calendar days of the applicable Closing Date. The CDA shall provide a copy of the recorded Deeds and affidavits to the Army at no cost to the Army. The Parties intend that the obligations of this paragraph shall survive Closing.

4.04. The CDA shall be responsible for procuring any title insurance it may require for the Property at its sole expense. The Army shall cooperate with the CDA or its authorized agent in the effort CDA may undertake to determine the status of title to the Property and Army shall permit the examination of any documents in the Army's possession relating to title to the Property.

4.05. The CDA shall be solely responsible for real estate transfer taxes, recording fees, and escrow fees, if any, associated with the conveyance of the Property or portions thereof to the CDA. Any costs incurred by the Army for work performed (whether directly by the Army or by contract with a third party on the Army's behalf) in conjunction with the conveyance of the Property shall be borne by the Army.

4.06. The delivery at Closing by the Army of the executed and acknowledged Deeds and Closing Documents conveying the Property to the CDA, shall be deemed full performance by the Army of its obligations hereunder with respect to the Property conveyed thereby, except for any continuing obligations of the Army provided for in the said Deeds, under section 120(h) of CERCLA, as amended, or any other applicable statutory obligations of the Army.

## **ARTICLE 5. REINVESTMENT REQUIREMENTS**

5.01. In accordance with the Act, the CDA agrees that all proceeds from the sale, lease, or equivalent use of the Property, or any portion thereof, received by CDA during the Reinvestment Period shall be reinvested to support the economic redevelopment of, or related to, the Property conveyed to the CDA under the EDC. The use of such proceeds to pay for or offset the costs of public investment on, or related to, the Property for the following purposes shall be considered a use to support the economic redevelopment of, or related to, the Property:

- a. Road construction;
- b. Transportation management facilities;
- c. Storm and sanitary sewer construction;
- d. Police and fire protection facilities and other public facilities;
- e. Utility construction;
- f. Building rehabilitation;
- g. Historic property preservation;
- h. Pollution prevention equipment or facilities;
- i. Demolition;
- j. Disposal of hazardous materials and hazardous waste generated by demolition;
- k. Landscaping, grading, and other site or public improvements;

I. Planning for or the marketing of the redevelopment and reuse of the Installation;

5.02. Other expenditures that are directly related to those listed in Section 5.01, above, may also be considered allowable uses of the proceeds. In order for such an expenditure to be considered an allowable use of the proceeds, it must be directly related to one or more of those listed in Section 5.01, above, and directly benefit the CDA's economic redevelopment and long-term job generation efforts for the Property. In any dispute on this issue, the CDA shall bear the burden of proof. At any time, the CDA may request the opinion of the Army as to whether a proposed expenditure would constitute an allowable use of the proceeds and the Army shall provide such written opinion within ninety (90) days of receipt of any such written request from the CDA.

5.03. Within one-hundred and twenty (120) calendar days of the end of the CDA's fiscal year in which the Closing for Parcel 1 occurs, and for each calendar year thereafter through the calendar year in which the Reinvestment Period ends, the CDA shall submit annual financial statements to the Army, certified by an independent certified public accountant ("CPA"), that account for all proceeds received by the CDA from the sale, lease, or equivalent use of the Property and the reinvestment of such proceeds during that calendar year of the Reinvestment Period. The CPA's audit report shall express an opinion on the financial position of the CDA, the results of its operations, and whether the financial statements are presented fairly in all material respects, in conformity with generally accepted accounting principles.

5.04. The annual financial statements required in Section 5.04, above, shall include therein or as supplemental statements a breakdown of gross and net revenues and expenditures of all proceeds from the sale, lease, or equivalent use of the Property. Expenditures shall be divided into the twelve (12) categories of investment specified in Section 5.01, above. In addition, the CDA shall include in the notes to the financial statements, or through supplemental schedules, explanations of the sources of revenues and expenditures, and the terms of any financing, including bonds or other debt instruments, used to finance the purchase of the Property and/or its future plans for redeveloping the Property.

5.05. The annual financial statements required by this Article shall be provided to the Army in the format specified in "**Exhibit H – Annual Financial Statement Format**", attached hereto and made a part hereof. At any time during the Army's review of the financial statements, the CDA shall provide the Army with any additional information related to receipts and expenditures which may be reasonably required by the Army to assist it in its review. Any such request by Army shall be made to the CDA in writing. The CDA shall have no more than ninety (90) calendar days from the date of receipt of

any such request to respond. The Army shall have the right to perform annual audits of the records and accounts of the CDA in order to ensure compliance with this Article.

5.06. Within one-hundred and eighty (180) calendar days following the Army's receipt of the CDA's financial statements, the Army shall notify the CDA of any objections it may have to the CDA's use of any portion of the proceeds, specifying the amount at issue and detailing the Army's objection to its use. The CDA will have ninety (90) calendar days from receipt of any such objections to provide additional information and/or responses to Army in writing. The Army shall then have ninety (90) calendar days from receipt of such additional information and/or responses to issue the Army's determination on the issue, which shall be provided to the CDA in writing and shall be subject to the dispute resolution process provided in Article 13 hereof.

5.07. Pursuant to the Act, the CDA understands and agrees that any proceeds held or controlled by the CDA at the end of the CDA's fiscal year within which the Reinvestment Period expires, which have not been expended or obligated for one of the twelve (12) categories of allowable investment specified in Section 5.01, above, or as otherwise determined allowable by the Army in accordance with Section 5.02, above, shall be remitted to the Army within 60 calendar days following the end of the CDA's fiscal year.

## **ARTICLE 6. INTEREST, PENALTIES AND ADMINISTRATIVE COSTS**

6.01. All amounts owed to the Army under this Agreement must be paid by the date due in order to avoid the imposition of interest, penalties, and administrative charges under the Debt Collection Act of 1982 (31 U.S.C. § 3717) and implementing regulations at 31 C.F.R. § 901.9.

6.02. The Army shall impose an interest charge at the "Current Value of Funds Rate" published by the U.S. Department of the Treasury on any amount owed to the Army hereunder that is delinquent. Interest shall accrue from the date of delinquency until the amount is paid in full. The Army shall waive interest charges on any portion of the delinquent amount if paid within thirty (30) days of the date of delinquency. The Army shall not charge interest on penalties or administrative costs.

6.03. The Army shall impose an administrative charge to cover the costs of collecting any amount due hereunder that is delinquent. The Army shall calculate administrative charges as the actual costs incurred for the delinquent amount. The Army shall waive the collection of administrative costs on any portion of the delinquent amount if paid within thirty (30) days of the date of delinquency.

6.04. The Army shall impose a penalty charge of six percent (6%) per annum of any amount due hereunder (principal plus interest and administrative charges) that is more than ninety (90) days delinquent. The said penalty shall accrue from the date of delinquency and shall continue to accrue until the amount is paid in full.

6.05. All partial payments received by the Army shall be applied first to any contingency fees added to the debt, second to outstanding penalties, third to administrative charges other than contingency fees, fourth to interest, and last to principal. For purposes of this paragraph, "contingency fees" are administrative costs resulting from fees paid by the Army to other Federal agencies or to private collection contractors for collection services rendered when the fees are paid from the amounts collected from the CDA.

## **ARTICLE 7. MAINTENANCE AND UTILITY SYSTEMS**

7.01. The Army shall maintain and repair the Property in accordance with the provisions of 32 C.F.R. § 174.14 at its sole expense, subject to the availability of funds, until such time as the Property is conveyed to CDA, subject to CDA responsibility for protection and maintenance of portions of the Property currently leased to CDA by Department of the Army, Lease No. DACA67-1-20-40 (see "**Exhibit I – Army-CDA Interim Lease**").

7.02. The Army shall convey all right, title and interest of the United States of America in and to all utility systems located on the Property to the CDA with the land, including electrical, optical fiber, natural gas, potable water, industrial and sanitary sewers, treatment plants, and storm water systems, on the Closing Date as described in "**Exhibit B**". The CDA shall be solely responsible for the cost of all utility services on the Property as of the date of Closing except that Army shall remain responsible for utility costs associated with its continued operation and maintenance of the Pump & Treat system as described and identified in the *U.S. Army Base Realignment and Closure 2005, Environmental Condition of Property Report Update, Umatilla Chemical Depot dated December 02, 2021*, subject to the availability of appropriated funds for such purposes.

7.03. The Army shall reserve to the United States certain assignable easements for the purpose of allowing Army, or its assignee, continued access to and use of portions of the Property conveyed to CDA, as set forth in "**Exhibit D – Description of Army Reserved Easements.**"

## ARTICLE 8. RISK OF LOSS

8.01. The Army shall take reasonable measures to ensure that the Property is protected in accordance with applicable Federal regulations prior to conveyance to the CDA.

8.02. The Army shall have no obligation to repair, replace, demolish, or remove any portion of the Property damaged or destroyed prior to conveyance to the CDA hereunder.

8.03. The Parties hereby agree that any damage or destruction of a portion of the Property shall not otherwise affect the Parties' rights and responsibilities with regard to the remaining portions of the Property under this Agreement.

## ARTICLE 9. ENVIRONMENTAL PROVISIONS

9.01. The Army assessed, determined, and documented the environmental condition of the Property in the *U.S. Army Base Realignment and Closure 2005, Environmental Condition of Property Report Update, Umatilla Chemical Depot*, dated June 2010, *ECP Update dated December 01, 2021*. The CDA hereby acknowledges that it has received and reviewed said report and the said updates thereto.

9.02. The CDA hereby acknowledges that it has received and reviewed the *Final Environmental Assessment (EA) for Closure, Disposal and Reuse of the Umatilla Chemical Depot, and Finding of No Significant Impact (FNSI)*, dated August 2016 and November 2021 respectively, and represents to the Army that the CDA's intended use of the Property is consistent with the uses of the Property analyzed in the said EA.

9.03. The Army will execute a Finding of Suitability to Transfer (FOST) prior to closing on the respective parcel for the Property. At closing, the CDA will acknowledge that it has received and reviewed the FOST.

9.04 The Deeds shall contain such notices, covenants, restrictions, warranties and reservations of access, pursuant to CERCLA and other applicable laws, regulations and policies as the Army determines are required for the protection of human health and the environment, in addition to those described in Article 2. The other closing documents will include but may not be limited to an **Easement and Equitable Servitude** substantially in the form of **Exhibit J**, to be executed by the Army and the Oregon DEQ.

## **ARTICLE 10. DEFAULT AND TERMINATION**

10.01. Subject to Section 10.02, the Army may, in its sole discretion, terminate this Agreement if:

- a. The CDA fails to maintain its status as the local redevelopment authority approved by the Department of Defense, Office of Local Defense Community Cooperation; or
- b. The CDA breaches its closing obligations set forth in Article 2, 3 and 4 above.

10.02. In the event a Party hereto fails to observe or perform any of its obligations under this Agreement, other than the obligation of the CDA to make timely payment to the Army as set forth in Section 3.01, above, after having been provided written notice of such failure and failing to cure the default within ninety (90) calendar days of the date of receipt of such notice, the other Party shall be entitled to terminate this Agreement and, notwithstanding such termination, exercise any and all of the remedies for breach which are provided for herein as well as any other remedies to which the Party is entitled at law or in equity; provided, however, that if such a default occurs which cannot be remedied within ninety (90) calendar days, the other Party shall afford such additional time as may reasonably be required to cure such default if the defaulting Party proceeds with reasonable diligence to cure same.

10.03. Any termination of this Agreement shall have no effect on the continuing obligations of the Parties as provided for in Article 5 of this Agreement, or contained in any deed or other document that may have been executed by the Parties pursuant to this Agreement. In the event of a termination of this Agreement, the Army shall not be required to return any monies already paid to it by the CDA under this Agreement.

## **ARTICLE 11. NOTICES**

11.01. Any notice, request, demand, instruction or other document required or permitted to be given or served under this Agreement shall be in writing and shall be deemed sufficiently served when delivered by hand if a receipt is obtained therefrom, or when actually received if delivered by mail or facsimile, and if delivered by mail shall be mailed registered or certified first class mail, return receipt requested, postage pre-paid, and in all cases shall be addressed as follows:

If to the CDA:           Attn: Gregory Smith, Executive Director  
                                  Columbia Development Authority  
                                  Two Marine Drive

P.O. Box 200  
Boardman, OR 97818

with a copy to: Attn: Don Russell  
Chairman, Columbia Development Authority  
P.O. Box 788  
Heppner, OR 97836

with a copy to: Attn: Bill Tovey  
Vice Chairman, Columbia Development Authority  
46411 Timine Way  
Pendleton, OR 97801

with a copy to: Attn: Elizabeth Howard  
Schwabe, Williamson & Wyatt, P.C.  
Attorneys at Law  
1211 SW Fifth Ave., Suite 1900  
Portland, OR 97204-3795

If to the Army: Attn: Thomas J. Seymour  
CENWS-RE, U.S. Army Corps of Engineers  
4735 E. Marginal Way South  
Seattle, Washington 98124-3755

with a copy to: Attn: Richard C. Ramsdell  
Chief, BRAC Branch  
Army Environmental Division (DAIN-ISE)  
Office of the Deputy Chief of Staff, G-9  
Taylor Building/NC3, Suite 1400  
2530 Crystal Drive  
Arlington, VA 22202

with a copy to: Attn: LTC(P) Josha Davis  
Chief, Army Environmental Division (DAIN- ISE)  
Office of the Deputy Chief of Staff, G-9  
Department of the Army  
600 Army Pentagon (Suite 5C140)  
Washington, DC 20310



11.02. Either Party may change the address to which any notice, request, demand, instruction or other document required or permitted to be given or served under this Agreement shall be delivered by providing notice of such change in accordance with this provision to the other Party at that Party's last identified address; provided, that such change of address shall not take effect until five (5) calendar days following the date of such notice.

11.03. Whenever under the terms of this Agreement the time for performance falls upon a Saturday, Sunday or holiday observed by the performing Party, such time for performance shall be extended to the next business day. Otherwise, all references herein to "days" shall mean "calendar days."

## **ARTICLE 12. NON-DISCRIMINATION COVENANT**

12.01. The CDA covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that the CDA, and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property to be conveyed in accordance with this Agreement and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

12.02. Each Deed shall contain the non-discrimination clause as set forth at 41 C.F.R. § 102-75.360.

## **ARTICLE 13. DISPUTE RESOLUTION**

13.01. Notwithstanding the terms and conditions of CDA's payment obligation as described in Article 3, as a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation.

13.02. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to all Parties. Each of the Parties shall pay an equal

share of any costs for the services provided by such a third party as such costs are incurred.

13.03. The existence of a dispute shall not excuse the Parties from diligent performance of their obligations pursuant to this Agreement.

#### **ARTICLE 14. SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remainder of this Agreement, or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid, void, or unenforceable, shall not be affected thereby, and shall continue in full force and effect.

#### **ARTICLE 15. ANTI-DEFICIENCY ACT**

The Army's obligation to pay or reimburse any money under this Agreement is subject to the availability of appropriated funds and nothing in this Agreement shall be interpreted to require obligations or payments by the Army in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-42, 1511-19.

#### **ARTICLE 16. AUTHORITY REPRESENTATIONS**

The Parties hereby represent to each other on and as of the Effective Date of this Agreement that they have the full capacity, right, power and authority to execute, deliver, and perform this Agreement and that all required action and approvals necessary therefore have been duly taken and obtained. The Parties further represent that the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Parties shall be duly authorized to sign the same on their behalf and to bind the Parties thereto.

The representations and warranties set forth by each Party in this Article 16 shall survive each Closing and shall not merge with the Deeds.

#### **ARTICLE 17. PROTECTION OF HISTORIC and CULTURAL PROPERTY**

The Army, the Oregon State Historic Preservation Office, and the Advisory Council on Historic Preservation entered into a programmatic agreement in December 2013,

pursuant to review and consultation under Section 106 of the National Historic Preservation Act (NHPA) of 1966, 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. Part 800, to govern the protection of historic and cultural properties at the Installation. Those parties subsequently determined that the programmatic agreement required an amendment pursuant to further consultation and surveys. See **Exhibit F – Amendment to the Programmatic Agreement**, which describes the stipulations and measures, the signatories thereto, including the Army, CDA and CTUIR who have, along with the SHPO and ACHP, collectively agreed on a comprehensive mitigation package to avoid, minimize or mitigate potential adverse effects. In addition, the Agreement between CDA and CTUIR to transfer and manage certain portions of the Property for conservation purposes will facilitate protection of the Property's historic and cultural resources, subject to and in accordance with applicable local, state and federal laws (including, without limitation, Morrow or Umatilla County zoning codes, as applicable) and the Amendment to the Programmatic Agreement. See **Exhibit K**.

#### **ARTICLE 18. "AS IS" CONDITION**

18.01. The CDA acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The CDA understands and agrees that the Property shall be conveyed "as is" without any representation, warranty, or guaranty by the Army as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the CDA, and no claim for allowance or deduction upon such grounds shall be considered.

18.02. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos, lead-based paint, mold, pesticides, or radon. The CDA shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, mold, pesticides, radon, or other conditions. Any failure of the CDA to inspect or exercise due diligence to be fully informed as to the condition of the Property, shall not constitute grounds for any claim or demand against the Army.

18.03. The description of the Property and any other information provided herein with respect to the Property is based on the best information available to the Army and is believed to be correct, but an error or omission including, but not limited to, an omission of any information available to the Army shall not constitute grounds or reason for nonperformance of this Agreement or any claim by the CDA against the Army including, without limitation, any claim for allowance, refund, or deduction from the consideration to be paid to the Army.

18.04. Nothing in this Article 18 shall be construed to modify or negate any obligation of the Army under sections 120(h)(3)(A)(ii) and (B) or section 120(h)(4)(D)(ii) of CERCLA or any other applicable statutory obligations of the Army.

#### **ARTICLE 19. MERGER**

This Agreement contains the entire agreement between the Parties regarding the conveyance of the Property by the Army to the CDA and any agreement or amendment hereafter made shall not operate to change, modify, or discharge this Agreement, in whole or in part, unless that agreement or amendment is in writing and signed by the Party sought to be charged with it. All prior negotiations and any letters of intent are merged in this Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between the Parties, other than as set forth in this Agreement.

#### **ARTICLE 20. AMENDMENT**

This Agreement may not be amended or otherwise modified, unless by mutual, written consent and executed by the Parties hereto.

#### **ARTICLE 21. WAIVER**

No delay or omission by any Party to this Agreement in any one or more instances to exercise any right or power occurring upon any noncompliance or default by any other Party with respect to any of the terms or conditions of this Agreement, shall impair any such right or power or be construed to be a waiver or relinquishment thereof.

#### **ARTICLE 22. COVENANT AGAINST CONTINGENT FEES**

The CDA warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies retained by the CDA for the purpose of securing business. For breach or violation of this warranty, the Army shall have the right to annul this Agreement without liability or, in its discretion, to require the CDA to pay the full amount of such commission, percentage, brokerage, or contingent fee.

### **ARTICLE 23. OFFICIALS NOT TO BENEFIT**

No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from. Nothing herein contained, however, shall be construed to extend to any incorporated company, if this Agreement is for the general benefit of such corporation or company.

### **ARTICLE 24. NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Agreement shall make or shall be construed to make the Parties hereto joint venture partners with each other, it being understood and agreed that the only relationship between the Army and the CDA hereunder is that of seller and buyer or lessor and lessee. Nor shall anything in this Agreement render or be construed to render any Party hereto liable to any third party for debts or obligations of the other Party.

### **ARTICLE 25. HEADINGS**

The brief headings or titles preceding each Article herein are merely for purposes of identification, convenience, and ease of reference and shall be completely disregarded in the construction of this Agreement.

### **ARTICLE 26. ASSIGNMENT**

The CDA shall not transfer or assign its rights, interests, or obligations under this Agreement without the prior written consent of the Army. The covenants, agreements, rights, and responsibilities contained in this Agreement inure to the benefit of and are binding upon the Parties hereto, their successors, and assigns. Nothing in this Agreement otherwise shall be construed as creating any rights of enforcement against any person or entity that is not a Party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the Parties hereto.

### **ARTICLE 27. COUNTERPARTS**

The Agreement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

**ARTICLE 28. GOVERNING LAW**

Notwithstanding the place where this Agreement may be executed by either of the Parties, the Parties hereby agree that this Agreement and the relationship between the Parties shall be construed in accordance with and governed by Federal law; otherwise the law of the State of Oregon, shall govern.

**ARTICLE 29. RESERVATION OF RIGHTS, JURISDICTION, AND VENUE**

The Parties reserve unto themselves all rights and remedies to which each is entitled at law or in equity. This Agreement shall be enforceable in accordance with applicable laws and regulations in any Federal court of competent jurisdiction.

**ARTICLE 30. SURVIVAL**

Those provisions, obligations, and covenants of this Agreement which, by their express terms or by their operation, are intended to survive the Army's conveyance of the Property or termination of this Agreement, shall survive such conveyance of the Property or termination of this Agreement. Such provisions include, but are not limited to, Articles 3, 5 and 15.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**DEPARTMENT OF THE ARMY**

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

Carla K. Coulson  
Deputy Assistant Secretary of the Army  
(Installations, Housing and Partnerships)

**THE COLUMBIA DEVELOPMENT AUTHORITY**

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

Don Russell, Chairman

**MEMORANDUM OF AGREEMENT BETWEEN**  
**OREGON MILITARY DEPARTMENT (“OMD”)**  
**AND**  
**COLUMBIA DEVELOPMENT AUTHORITY (CDA)**

1. **PARTIES.** THIS MEMORANDUM OF AGREEMENT, dated 25 July 2016 is by and between the OREGON MILITARY DEPARTMENT (hereafter referred to as OMD) and the COLUMBIA DEVELOPMENT AUTHORITY (CDA) (hereafter referred to as CDA). The OMD's supervising representative for this agreement is the OMD's Adjutant General Deputy Director. The CDA authorized representative for this agreement is the CDA Executive Director.
2. **PURPOSE.** This MOA formalizes an agreement between the parties concerning the division of water rights at the former Umatilla Army Depot. Both parties were directed by the U.S. Army Base Realignment and Closure Office (BRAC) to enter into an agreement for how water rights supporting this site are to be assigned to the parties.
3. **BACKGROUND.** The United States Army, by and through its Base Realignment and Closure (BRAC) Office, accepted in 2011 the proposal submitted by the Local Reuse Authority (LRA) for reutilization of the federal lands declared excess. Within that accepted proposal, the Oregon Army National Guard (ORARNG) was to receive a federal license for 7,500 acres, retained in the federal register, as training lands. Umatilla County, Morrow County and the Confederated Tribes of the Umatilla Indian Reservation will also be future property owners, or have in interest in former Depot lands.

Enclosure1 is a map showing the location of the water infrastructure. Of note are well locations. Current water infrastructure use does not match with future property ownership (boundaries). Example: Wells 4 and 5 are on future Morrow County property, and are the primary potable water source for the ORARNG. Wells on future ORARNG property do not have infrastructure connecting them to the buildings / location where the water use is needed. The Oregon Military Department (OMD) contracted a Water Study in 2012. This study defined requirements based on soldier population, patterns of use, and planned build out of infrastructure to facilitate training of up to 1,200 soldiers.

In May 2016 the BRAC Office directed OMD and the CDA to come to a joint agreement recommending division of water rights. The OMD and CDA did conduct meetings and have arrived at an amicable solution. We believe that this solution provides adequate water to meet the ORARNG training mission, and that with some constructed build-out for water storage will allow the OMD to meet the 3,000 GPM for 3 hour pumping requirement for compliance with fire code. ARNG and CDA's to discuss and come to an amicable solution to determine the percentage of water rights for each entity.

4. **DIVISION OF WATER RIGHTS.**

The following represents the agreement for disposition of water rights by well:



<u>Well</u>	<u>Water Rights</u>	<u>Type Water Right</u>	<u>Conveyance To</u>
Well 4	1.11 cfs/498 gpm	Fire Protection	CDA
Well 5	1.11 cfs/498 gpm	Fire Protection	CDA
Well 7	2.26 cfs/1014 gpm	Fire Protection/Manufacturing	CDA
Well 7	1.72 cfs/772 gpm	Fire Protection	CDA
Well 3	0.02 cfs/10 gpm	Fire Protection	Army
Well 1	2.0 cfs/898 gpm	Fire Protection	CDA / Army
Well 1	0.34 cfs/153 gpm	Irrigation	Army
Well 2	0.78 cfs/350 gpm	Domestic	Army
Well 6	0.5 cfs/224 gpm	Domestic	Army

Following the negotiating between the ORARNG and the CDA, it was agreed that an equal split of the fire protection water rights in Well 1 could still allow for the military mission to be met. This results in 27% of the water being retained by the Army for the military mission and the remaining 73% to be transferred to the CDA through the BRAC disposal process.

5. **SEVERABILITY.** The Army and the National Guard Bureau (NGB) has expressed interest in the net water rights to be retained for the site from a water resource and security position. The Oregon Water Resources Department has also provided input for the transfer criteria, the aquifers, and states water rights interests. These positions are separate and aside from the negotiations between the ORARNG and CDA. Both Office of Secretary of Defense (OSD) and Army water rights retention policy were considered.
6. **GOVERNING LAW.** This Agreement shall be governed and construed to be in accordance with the water rights Oregon Law as directed through the Oregon Water Rights Division.
7. **MERGER.** This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent or waiver, shall be effective only in the specific instance and for the specific purpose given. OMD and USCG by the signatures below of its authorized representatives acknowledge having read and understood this agreement and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates shown

APPROVED BY:



Michael E. Stencel  
Major General  
The Adjutant General

Date: 25 Jul 16

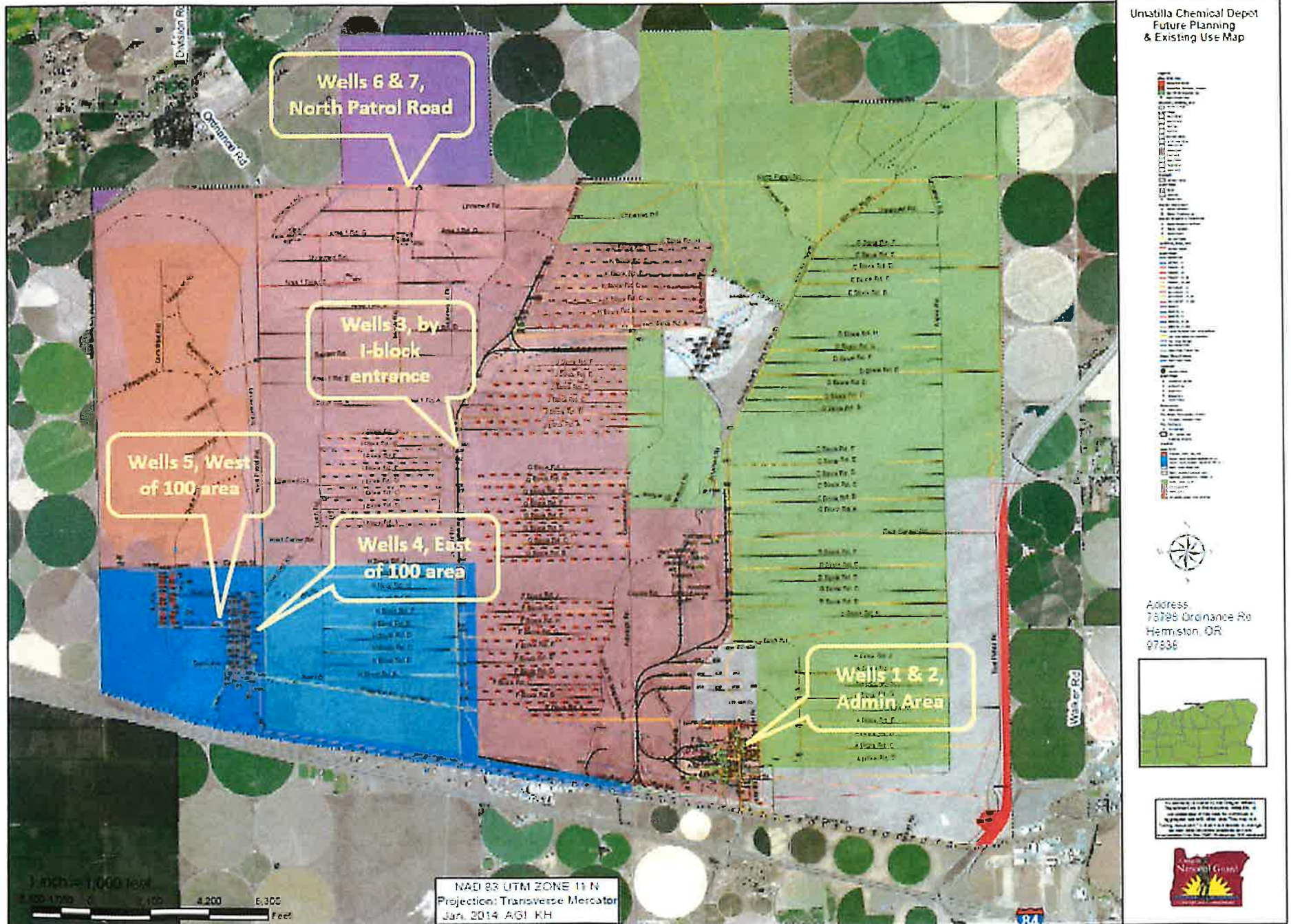


GREGORY V. SMITH  
Executive Director  
Columbia Development Authority

Date: 7/26/16

# Umatilla Chemical Depot Well Locations

Oregon National Guard



**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

*The preceding legal description is based on a survey by Ferguson Survey & Engineering done for Columbia Development Authority, titled "Umatilla Depot Survey", Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:*

**BOUNDARY:**

A tract of land situated in Sections 1, 12, 13 & 24, T. 4 N., R. 26 E.; Sections 4 thru 6, 17 thru 21 & 28, T. 4 N., R. 27 E.; Section 32, T. 5 N., R. 27 E., W.M., Morrow County, together with Sections 1 thru 3, 10 thru 15 and 22 thru 27, T. 4 N., R. 27 E.; Sections 34 thru 36, T. 5 N., R. 27 E., W.M., Umatilla County, Oregon, being more particularly described as follows;

**Commencing** at the NW corner of Section 27, T. 4 N., R. 27 E., thence S00°09'54"W along the west line of said Section 27, 183.58 ft. to the north right-of-way line of the Union Pacific Railroad, being 100.00 ft. northerly of railroad centerline station 575+17.26, said point also being the **Point of Beginning**;

Thence along the said north right-of-way of the Union Pacific Railroad as follows:

N80°34'32"W, 1,027.29 ft. to a point 100.00 ft. northerly of railroad centerline station 585+44.60, said point also being on the north line of Section 28;

Thence S89°07'56"W, 279.85 ft. to a point 50.00 ft. northerly of railroad centerline station 588+19.95, said point also being on the north line of Section 28;

Thence N80°34'32"W, 1,177.61 ft. to a point 50.00 ft. northerly of railroad centerline station 599+97.56;

Thence N09°25'28"E, 50.00 ft. to a point 100.00 ft. northerly of railroad centerline station 599+97.56;

Thence N80°34'32"W, 499.91 ft. to a point 100.00 ft. northerly of railroad centerline station 604+97.47;

Thence S09°25'28"W, 50.00 ft. to a point 50.00 ft. northerly of railroad centerline station 604+97.47;

Thence N80°34'32"W, 2,390.22 ft. to a point 50.00 ft. northerly of railroad centerline station 628+87.68, said point also being on west line of said Section 21;

Thence N00°44'26"W, 50.80 ft. to a point 100.00 ft. northerly of railroad centerline station 628+96.65, said point also being on west line of said Section 21;

Thence N80°34'32"W, 5,343.53 ft. to a point 100.00 ft. northerly of railroad centerline station 682+40.18, said point also being on west line of Section 20, T. 4 N., R. 27 E.;

Thence S00°38'34"E, 50.78 ft. to a point 50.00 ft. northerly of railroad centerline station 682+31.30, said point also being on west line of said Section 20;

Thence N80°34'32"W, 4,001.60 ft. to a point 50.00 ft. northerly of railroad centerline station TS 722+32.90, being the point of curve of an 108.22 ft. long offset spiral curve;

Thence along the said offset spiral curve (the chord of which bears N80°29'07"W, 108.22 ft.), 108.22 ft. to a point 50.00 ft. northerly of railroad centerline station SC 723+41.36, being the point of curve of an 11,410.47 ft. radius curve.

Thence along the said 11,410.47 ft. radius curve (the chord of which bears N76°25'01"W, 1,547.22 ft.), 1,548.41 ft. to a point 50.00 ft. northerly of railroad

**UMATILLA CHEMICAL DEPOT****Disposal** to Columbia Development Authority, Parcel 1**9,511.37 Ac.**

centerline station 738+96.55, said point also being on the east line of Section 24, T. 4 N., R. 27 E.;

Thence  $N00^{\circ}38'11''W$ , 52.62 ft. to a point 100.00 ft. northerly of railroad centerline station 739+13.05, said point also being on the east line of said Section 24;

Thence along an offset spiral curve (the chord of which bears  $N72^{\circ}16'19''W$ , 106.10 ft.), 106.10 ft. to a point 100.00 ft. northerly of railroad centerline station 740+19.82, being the point of curve of an 11,360.47 ft. radius curve.

Thence  $N72^{\circ}11'03''W$ , 2,679.54 ft. to its intersection of the north-south center of section line of Section 24, T. 4 N., R. 26 E., and the north line of the Union Pacific Railroad Right-of-way, said point being marked with a U.S. Army Corps of Engineers (USACE) brass cap monument designated A-1;

Thence  $N00^{\circ}43'06''W$  along the said north-south center of section line of Section 24, 1,546.95 ft. to the monument designated A-2 marking the said  $N1/4$  corner of Section 24;

Thence  $N00^{\circ}53'11''W$  along the north-south center of section line of Section 13, T. 4 N., R. 26 E., 2,648.76 ft. to USACE brass cap designated 11-1D;

Thence continuing  $N00^{\circ}53'11''W$  along the said north-south center of section line, 2,646.06 ft. to the G.L.O. brass cap monument designated A-3 marking the said  $N1/4$  of Section 13;

Thence  $N01^{\circ}31'38''W$  along the north-south center of section line of Section 12, T. 4 N., R. 26 E., 5,378.50 ft. to the G.L.O. brass cap monument designated A-4, marking the  $N1/4$  corner of said Section 12;

Thence  $N00^{\circ}16'19''W$  along the north-south center of section line of Section 1, T. 4 N., R. 26 E., 5,346.96 ft. to a  $5/8$  pin with a  $1-1/2''$  aluminum cap designated 10-2, marking the  $N1/4$  corner of said Section 1;

Thence  $N88^{\circ}57'44''E$ , 925.86 to a G.L.O. brass cap monument marking the  $S1/4$  corner of Section 36, T. 5 N., R. 26 E., W.M.;

Thence along the south line of said Section 36,  $N89^{\circ}03'12''E$ , 2,679.83 ft. to a brass cap monument marking the SE corner of said Section 36;

Thence  $N89^{\circ}05'20''E$ , 5,238.82 ft. to the brass cap monument marking the SE corner of Section 31, T. 5 N., R. 27 E.;

Thence  $N00^{\circ}54'32''W$ , 5,261.14 ft. to the brass cap monument marking the NE corner of said Section 31;

Thence  $N89^{\circ}20'32''E$ , 5,298.65 ft. to the NE corner of Section 32, T. 5 N., R. 27 E.;

Thence  $S00^{\circ}57'35''E$ , 5,268.11 ft. to the brass cap monument designated A-9 marking the SE corner of said Section 32;

Thence  $N89^{\circ}19'15''E$ , 5,298.38 ft. to a monument marked with the GLO brass cap monument;

Thence  $N01^{\circ}04'35''W$  along the west line of said Section 34, 2,631.73 ft. to the  $W1/4$  of said section, being marked with a brass cap monument;

Thence continuing along the said west line,  $N01^{\circ}04'52''W$ , 2,631.74 ft. to the NW corner of said Section 34, being marked with a brass cap monument;

Thence  $N89^{\circ}28'06''E$  along the north line of said Section 34, 2,649.74 ft. to the  $N1/4$  corner of said Section 34, being marked with a brass cap monument;

Thence continuing along the said north line,  $N89^{\circ}28'06''E$ , 2,649.59 ft. to the NE corner of said Section 34, being marked with brass cap monument;

**UMATILLA CHEMICAL DEPOT****Disposal** to Columbia Development Authority, Parcel 1**9,511.37 Ac.**

Thence  $S01^{\circ}08'12''E$  along the east line of said Section 34, 2,626.01 ft. to the E1/4 of said Section 34, being marked with an U.S. Army Corps of Engineers (USACE) monument, designated B-2;

Thence  $N89^{\circ}20'13''E$  along the east-west center of section line of Section 35, T. 5 N., R. 27 E., 5,273.60 ft. to the W1/4 corner of said Section 35, being marked with an USACE brass monument, designated 19-2;

Thence  $N89^{\circ}15'32''E$  along the east-west center of section line of Section 36, T. 5 N., R. 27 E., 2,626.27 ft. to an USACE brass monument, designated 20-1D;

Thence  $S00^{\circ}34'59''E$ , 2,626.83 ft. to an aluminum monument, designated C-1, on the south line of said Section 36;

Thence  $S89^{\circ}17'38''W$  along the said south line of Section 36, 596.10 ft. to the N1/4 of Section 1, T. 4 N., R. 27 E., being marked with an USACE brass monument, designated 20-4;

Thence  $S00^{\circ}30'43''E$  along the north-south center of section line of said Section 1, 5,377.09 ft. to the 1/4 corner common to Section 1 & 12, being marked with an USACE brass monument, designated 1-2;

Thence  $S00^{\circ}42'38''E$  along the north-south center of section line of said Section 12, 5,291.82 ft. to the 1/4 corner common to Section 12 & 13, being marked with an USACE brass monument, designated A-2;

Thence  $S00^{\circ}43'33''E$  along the said north-south center of section line, 5,293.37 ft. to the 1/4 corner common to Sections 13 & 24, said point being marked with a brass cap monument;

Thence  $S00^{\circ}46'23''E$  along the north-south center of section line of Section 24, 5,292.28 ft. to the 1/4 corner common to Sections 24 & 25, said point being marked with a brass cap monument;

Thence  $S00^{\circ}40'09''E$  along the north-south center of section line of Section 25, 2,041.99 ft. to a point designated as G2-2, said point being at the intersection of the east line of Section 25 and the north right-of-way line of the Union Pacific Railroad;

Thence along the north right-of-way line of the Union Pacific railroad on a 5,583.27 ft. radius curve (the chord of which bears  $S78^{\circ}40'09''W$ , 546.58 ft.), 546.80 ft. to a point being 150.00 ft. northerly of railroad centerline station 460+00;

Thence continuing along said railroad right-of-way,  $S08^{\circ}31'30''E$ , 100.00 ft. to a point being 50.00 ft. northerly of railroad centerline station 460+00;

Thence along a 5,683.27 ft. radius curve (the chord of which bears  $S82^{\circ}44'55''W$ , 252.65 ft.), 252.67 ft. to a point 50.00 ft. northerly of railroad centerline station 462+54.90;

Thence continuing along said railroad right-of-way on a 5,683.27 ft. radius curve (the chord of which bears  $S88^{\circ}07'12''W$ , 812.22 ft.) 812.91 ft. to a point being 50.00 ft. northerly of railroad centerline station 470+74.96;

Thence continuing along said railroad right-of-way on a 5,683.27 ft. radius curve (the chord of which bears  $N84^{\circ}10'44''W$ , 714.38 ft.), 714.85 ft. to a point being 50.00 ft. northerly of railroad centerline station 477+09.50;

Thence  $N80^{\circ}34'34''W$ , 351.96 ft. to a point 50.00 ft. northerly of railroad centerline station 467+61.46, said point being on the west line of Section 25;

Thence  $N00^{\circ}37'56''W$ , 50.78 ft. to a point 100.00 ft. northerly of railroad centerline station 467+70.33, said point also being on the west line of Section 25;

Thence  $N80^{\circ}34'32''W$ , 5,388.14 ft. to a point 100.00 ft. northerly of railroad centerline station 521+58.46, said point being on the west line of Section 26;

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

Thence S00°10'23"E, 50.71 ft. to a point 50.00 ft. northerly of railroad centerline station 521+50.01, said point also being on the west line of Section 26;

Thence N80°34'32"W, 1,848.63 ft. to a point 50.00 ft. northerly of railroad centerline station 539+98.64;

Thence N09°25'28"E, 50.00 ft. to a point 100.00 ft. northerly of railroad centerline station 539+98.64;

Thence N80°34'32"W, 999.82 ft. to a point 100.00 ft. northerly of railroad centerline station 549+98.46;

Thence S09°25'28"W, 50.00 ft. to a point 50.00 ft. northerly of railroad centerline station 549+98.46;

Thence N80°34'32"W, 2,510.70 ft. to a point 50.00 ft. northerly of railroad centerline station 575+09.09, said point also being on the west line of Section 27;

Thence N00°09'54"E along the said west line of Section 27, 50.66 ft. to the **Point of Beginning**.

**Contains 17,148.75 Ac., more or less.**

**Excluding the following parcels:**

**CAMP UMATILLA:**

*The preceding legal description is based on a survey by Ferguson Survey & Engineering done for Oregon Military Department, titled "Camp Rees License Boundary". Filed in both Morrow County as Map of Survey #2014-1712C and in Umatilla County as Map of Survey #14-119-B.*

A parcel of land located in Sections 1, 12 and 13, Township 4 North, Range 26 East; Sections 4 thru 9, 16 thru 18, 20 and 21, Township 4 North, Range 27 East, W.M. of Morrow County, Oregon and also Sections 3, 10, 15, 22 and 27, Township 4 North, Range 26 East, W.M. of Umatilla County, Oregon and being more particularly described as follows:

**BEGINNING** at "Camp Rees Monument #1", said point being 504.72 ft. south and 3,766.61 ft. east of the Umatilla County Surveyor's brass cap monument marking the NW Corner of Section 27, T.4N., R.27E., W.M.;

Thence N79°37'06.7"W, 9,393.164 ft. to "Camp Rees Monument #2"

Thence N00°48'47.3"W, 6,689.164 ft. to "Camp Rees Monument #3"

Thence S89°15'18.1"W, 7,404.863 ft. to "Camp Rees Monument #4"

Thence S00°39'49.6"E, 61.642 ft. to "Camp Rees Monument #5"

Thence S89°24'47.6"W, 5,818.500 ft. to "Camp Rees Monument #6", said monument being 60.00 ft. east of the North – South center of Section line of Section 13, T.4N., R.26E., W.M., when measure perpendicular to said line;

Thence N00°53'11.3"W, parallel to and 60.00 east of said center of Section line, 2,646.395 ft. to "Camp Rees Monument #7";

Thence N01°31'37.8"W, parallel to and 60.00 east of the North – South center of Section line of Section 12, T.4N., R.26E., W.M., 5,378.179 ft. to "Camp Rees Monument #8";

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

Thence N00°16'19.3"W, parallel to and 60.00 east of the North – South center of Section line of Section 1, T.4N., R.26E., W.M., 4,235.533 ft. to "Camp Rees Monument #9";

Thence N58°28'38.2"E, 2,069.802 to "Camp Rees Monument #10", said monument being 60.00 ft. south of the Township Line between T.4N. and T.5N., R.26E., W.M., when measure perpendicular to said line;

Thence N89°03'12.4"E, parallel to and 60.00 south of said township line, 1,776.749 to "Camp Rees Monument #11";

Thence N89°05'19.5"E, parallel to and 60.00 south of the Township Line between T.4N. and T.5N., R.27E., W.M., 5,238.635 ft. to "Camp Rees Monument #12";

Thence N89°23'45.1"E, parallel to and 60.00 south of the said Township Line, 2,650.797 ft. to "Camp Rees Monument #13";

Thence N89°26'20.5"E, parallel to and 60.00 south of the said Township Line, 2,652.417 ft. to "Camp Rees Monument #14";

Thence N89°19'14.7"E, parallel to and 60.00 south of the said Township Line, 3,284.279 ft. to "Camp Rees Monument #15";

Thence S25°14'41.2"W, 2,412.073 ft. to "Camp Rees Monument #16";

Thence N89°14'20.5"E, 5,481.088 ft. to "Camp Rees Monument #17";

Thence S00°46'58.9"E, 335.826 ft. to "Camp Rees Monument #18";

Thence S22°30'46.5"W, 543.738 ft. to "Camp Rees Monument #19";

Thence S00°46'34.1"E, 309.400 ft. to a 3-1/2" dia. aluminum capped monument marked "Industrial Area #002";

Thence S00°42'18"E, 1496.920 ft. to "Camp Rees Monument #20";

Thence S00°01'32"E, 379.970 ft. to a 3-1/2" dia. aluminum capped monument marked "Industrial Area #001";

Thence S89°15'56"W, 1,608.230 ft. to a 3-1/2" dia. aluminum capped monument marked "Industrial Area #018";

Thence S89°13'30.3"W, 937.544 ft. to "Camp Rees Monument #22";

Thence S00°46'01.9"E, 209.563 ft. to "Camp Rees Monument #23";

Thence S88°46'19.7"W, 297.399 ft. to "Camp Rees Monument #24";

Thence S00°44'26.3"E, 5,945.962 ft. to "Camp Rees Monument #25";

Thence N89°16'21.9"E, 3,448.664 ft. to "Camp Rees Monument #26";

Thence S00°44'17.6"E, 1,278.213 ft. to "Camp Rees Monument #27";

Thence N89°16'47.2"E, 60.000 ft. to "Camp Rees Monument #28";

Thence S00°45'32.5"E, 3,033.303 ft. to "Camp Rees Monument #29", and the beginning of a 600.00 ft. radius curve to the right;

Thence along said 600.00 ft. radius curve right, 471.831 ft. (the long chord of which bears S21°46'09.2"W, 459.767 ft.) to "Camp Rees Monument #30";

Thence S44°17'50.9"W, 1,489.323 ft. to "Camp Rees Monument #31", and the beginning of a 500.00 ft. radius curve to the left;

Thence along said 500.00 ft. radius curve left, 386.906 ft. (the long chord of which bears S22°07'45.8"W, 377.325 ft.) to "Camp Rees Monument #32";

Thence S00°02'19.3"E, 1,458.622 ft. to "Camp Rees Monument #33";

Thence N89°18'29.7"E, 2,220.800 ft. to "Camp Rees Monument #34";

Thence S00°37'12.2"E, 2,819.455 ft. to "Camp Rees Monument #35";

Thence S87°54'07.5"W, 578.034 ft. to "Camp Rees Monument #1" and the

**POINT OF BEGINNING.**

**Contains 7,500.03 Acres, more or less.**

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

**Tract E (Portion), Disposal to Columbia Development Authority, Parcel 2:**

*The preceding legal description is based on a survey by Ferguson Survey & Engineering done for Columbia Development Authority, titled "Umatilla Depot Survey". Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:  
Refer to Sheet 5, Detail 5-1, 5-2 & 5-3 and Sheet 9, Detail 9-2 of the said surveys.*

A tract of land situated in Sections 1, 12, & 13, T. 4 N., R. 26 E.; Section 6, T. 4 N., R. 27 E., W.M., Morrow County, being more particularly described as follows;

**Commencing** at a 5/8 pin with a 1-1/2" aluminum cap designated 10-2, marking the N1/4 corner of said Section 1, thence S00°16'19"E, 933.46 ft along the north-south center section line of said Section 1 to monument designated as D2-1 and the **True Point of Beginning**;

Thence continuing S00°16'19"E, 4,413.50 ft along the north-south center of section line of Section 1, G.L.O. brass cap monument designated A-4, marking the S1/4 corner of said Section 1;

Thence S01°31'38"E along the north-south center of section line of Section 12, T. 4 N., R. 26 E., 5,378.50 ft. to the G.L.O. brass cap monument designated A-3, marking the S1/4 corner of said Section 12;

Thence S00°53'11"E along the said north-south center of section line of Section 13, T. 4 N., R. 26 E., 2,646.06 ft. to USACE brass cap designated 11-1D;

Thence N89°07'00"E, 60 ft. to "Camp Rees Monument #6", said monument being 60.00 ft. east of the North - South center of Section line of Section 13, T.4N., R.26E., W.M., when measure perpendicular to said line;

Thence N00°53'11.3"W, parallel to and 60.00 east of said center of Section line, 2,646.395 ft. to "Camp Rees Monument #7";

Thence N01°31'37.8"W, parallel to and 60.00 east of the North - South center of Section line of Section 12, T.4N., R.26E., W.M., 5,378.179 ft. to "Camp Rees Monument #8";

Thence N00°16'19.3"W, parallel to and 60.00 east of the North - South center of Section line of Section 1, T.4N., R.26E., W.M., 4,235.533 ft. to "Camp Rees Monument #9";

Thence N58°28'38"E, 2,069.80 to "Camp Rees Monument #10", said monument being 60.00 ft. south of the Township Line between T.4N. and T.5N., R.26E., W.M., when measure perpendicular to said line;

Thence N89°03'12.4"E, parallel to and 60.00 south of said township line, 1,776.749 to "Camp Rees Monument #11";

Thence N89°05'20"E, parallel to and 60.00 south of the Township Line between T.4N. and T.5N., R.27E., W.M., 2,200.98 ft., to the west line of the "North Access Easement granted to Camp Umatilla", 30 ft west of the centerline described as being N89°05'20"E, 2,214.02 ft from the SW corner of Section 31, T.5N., R.27E., W.M., thence along a 719 ft radius curve to the west, 62.64 ft (the long chord of which bears S17°33'32"E, 62.63 ft);

Thence S89°05'20"W, along the south line of said Section 31, 2,182.18 ft. to a brass cap monument marking the SE corner of said Section 36;

Thence along the south line of said Section 36, S89°03'12"W, 1,872.47 ft. to monument D2-7;



**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

Thence S42°19'39"W, 94.15 ft. to monument D2-6;  
Thence S73°38'15"W, 516.28 ft. to monument D2-5;  
Thence S52°44'10"W, 275.06 ft. to monument D2-4;  
Thence S38°31'04"W, 356.38 ft. to monument D2-3;  
Thence S58°28'38"W, 526.23 ft. to monument D2-2;  
Thence S84°17'55"W, 281.73 ft. to monument D2-1 and the **True Point of**

**Beginning;**

**Contains 28.07 Acres, more or less.**

**OREGON DoT (Interstate 82):**

*The preceding legal description is based on a survey by Ferguson Survey & Engineering done for Columbia Development Authority, titled "Umatilla Depot Survey". Filed in both Morrow County as Map of Survey #2016-1752D and in Umatilla County as Map of Survey #16-018-C:  
Refer to Sheet 7, Details 7-2 & 7-3 and Sheet 8, Detail 8-1 of the said surveys.*

*(NOTE: All Stations referred to below are South Bound I-82, freeway centerline stations, and all offsets called from said stations are measured at right angles to the freeway centerline).*

A tract of land situated in the west 1/2 of Sections 13 & 24, and in the NW1/4 of Section 25, T.4N., R.27E., W.M., Umatilla County, Oregon, being more particularly described as follows;

**Beginning** at a point on the north-south center of section line of Section 13, said point being S00°43'33"E, 256.44 ft., and also being 85.00 westerly of station 516+08.60;

Thence S00°43'33"E along the said north-south center of section line, 5,036.94 ft. to the 1/4 corner common to Sections 13 & 24, said point being marked with a brass cap monument;

Thence S00°46'23"E along the north-south center of section line of Section 24, 5,292.28 ft. to the 1/4 corner common to Sections 24 & 25, said point being marked with a brass cap monument;

Thence S00°40'09"E along the north-south center of section line of Section 25, 943.16 ft. to a point (designated as point G2-1);

Thence S23°17'16"W, 802.65 ft. to a point being 340.00 ft. south easterly of station CS636+33.39;

Thence S36°21'59"W, 744.70 ft. to a point 417.09 ft. south easterly of station 641+67.86, said point also being on the northern right of way of the Union Pacific Railroad, lying on a 5,683.27 ft. radius curve;

Thence on the said northerly right of way along the said 5,683.27 ft. radius curve (the chord of which bears S88°07'12"W, 812.22 ft.) 812.92 ft. to a point being 125.00 ft. north westerly of station 647+72.71;

Thence N46°15'09"E, 639.35 ft. to a point 125.00 ft. north westerly of station 641+33.36;

Thence N43°12'15"E, 482.83 ft. to a point 130.00 ft. north westerly of station PCS 636+33.39;

**UMATILLA CHEMICAL DEPOT**

**Disposal** to Columbia Development Authority, Parcel 1

**9,511.37 Ac.**

Thence N36°33'09"E, 218.28 ft. to a point 125.00 ft. north westerly of station 633+99.40;

Thence N58°16'03"W, 125.00 ft. to a point 250.00 ft. north westerly of station 633+99.40;

Thence N31°35'03"E, 262.77 ft. to a point 230.00 ft. north westerly of station 630+99.42;

Thence N19°43'57"E, 175.82 ft. to a point 230.00 ft. north westerly of station 628+99.43

Thence N08°22'00"W, 185.81 ft. to a point 300.00 ft. north westerly of station 626+99.44;

Thence N26°24'59"W, 491.10 ft. to a point 550.00 ft. westerly of station 621+99.47;

Thence N31°37'45"E, 467.59 ft. to a point 300.00 ft. westerly of station 617+99.50;

Thence N18°58'04"E, 637.33 ft. to a point 85.00 ft. westerly of station 611+99.53;

Thence N00°44'50"W, 7,456.185 ft. to a point 85.00 ft. westerly of station PT 537+43.34, being the point of beginning for an offset centerline spiral;

Thence 403.02 ft. along the said offset spiral (the chord of which bears N00°04'41"W, 402.99 ft.) to a point 85.00 ft. westerly of station PCS 533+43.37, being the point of beginning for a 5,814.18 ft. radius curve;

Thence along the said 5,814.18 ft. radius curve (the chord of which bears N09°55'39"E, 1753.72 ft.), 1,760.44 ft. to the **POINT OF BEGINNING.**

**Containing 109.27 Acres.**

**Aggregated Total 9,511.37 Ac.**

**Excepting and Reserving the mineral interests in the Bureau of Land Management, Department of Interior in the following areas:**

**All those portions of Sections 2, 10, 12, 14, 22, 24 & 26 of Township 4 North, Range 27 East in Umatilla County; Sections 4, 6, 8, 18, 20 & 28 of Township 4 North, Range 27 East in Morrow County; Sections 12 & 24 Township 4 North, Range 26 East, in Morrow County.**

By: FERGUSON SURVEY & ENG.  
Chkd: JEF 11 Mar 2016  
Amend: JEF 6 Jul 2017 (Added Mineral Exception & Reservation)  
Amend: OJV 8 Aug 2018 (Removed Non-mineral Reservations)  
Amend: JEF 18 Nov 2020 (Removed portion of Tract E)  
Amend: GM 09 Sep 2021 (Added verbiage regarding disposals)  
Amend: JEF 21 Jan 2022 (Adjusted Final Acreage)  
Map: - CDA - FINAL DISPOSAL -.mxd  
GIS: \\ Military\UMADA - UMATILLA\Project-Map\Active  
Doc: 002403-REV 4.docx

# ROAD REPORT MARCH 2022

**BLADING OPERATIONS:** Following are the roads blade operators made improvements to.

Zone 1 – Doherty, Alpine, Grieb, Lindsay Feed Lot, Dave Rietmann

Zone 2 – Spur Loop, Kemp, Beach, Melville

Zone 3 – Holtz, Kincaid, Tews, Smith, Morter

Zone 4 – Sunflower Flat

Zone 5 – Clarks Canyon, Perlberg

We have been adding lots of rock to roads where needed.

**ROAD SIGN REPAIR:** Crew members continue making sign repairs when time allows.

**WINTER OPERATIONS:** Mountain roads were plowed and sanded following a few storms this month.

**CATTLE GUARDS:** We have been cleaning and repairing cattle guards around the county.

**CULVERTS:** We have been cleaning and repairing culverts around the county.

**PERMITS:** I do not have access to the permit file as I am out of town. I will report on March permits next month.

## What is the PSP Program?

The Pesticide Stewardship Partnership (PSP) Program is a multi-agency program. The PSP is funded equally by pesticide registration fees collected by ODA, and general funding from the Oregon legislature. Its primary focus is to reduce the concentration of pesticides in surface waters through voluntary educational and technical support efforts.

It is an incentive-based program that relies on locally led partnerships to monitor pesticide levels in water ways and create solutions to protect water quality through locally led projects. The PSP works as a positive feedback loop with the water quality sampling used to evaluate the pesticides of concern and the effectiveness of collaborative projects on an annual basis.

## How to register for the disposal event:

- » Complete an application and inventory sheets, available at <https://oda.direct/PSP>
- » Submit to the address on the form.
- » After review, Clean Harbors Environmental Service will provide you with an appointment time.

Registration by March 23, 2022 is required.

For general registration questions, call or email: Kathryn Rifenburg, 971.600.5073 or [kathryn.rifenburg@oda.oregon.gov](mailto:kathryn.rifenburg@oda.oregon.gov).

## Where to check the status of a pesticide:

[http://oda.state.or.us/dbs/pest\\_productsL2K/search.lasso](http://oda.state.or.us/dbs/pest_productsL2K/search.lasso)

Email: [pesticide.expert@oda.oregon.gov](mailto:pesticide.expert@oda.oregon.gov)



Created 1/2022

Pesticide Stewardship  
Partnership Program  
635 Capitol St. NE, Salem, OR 97301  
971.600.5073  
[kathryn.rifenburg@oda.oregon.gov](mailto:kathryn.rifenburg@oda.oregon.gov)  
<https://oda.direct/PSP>

# Free Waste Pesticide Collection Event

APRIL 2, 2022 | PENDLETON



State of Oregon  
Department of  
Environmental  
Quality



OREGON  
DEPARTMENT OF  
AGRICULTURE

**CleanHarbors**<sup>®</sup>  
ENVIRONMENTAL SERVICES, INC.

## Free waste pesticide collection event Saturday, April 2

**When:** 9 a.m. to 2:30 p.m.

**Where:** Pendleton Convention Center, 1601 Westgate, Pendleton

The Oregon Department of Agriculture (ODA) through the Pesticide Stewardship Partnership (PSP) is sponsoring a Free Waste Pesticide Collection Event. This event is an opportunity for landowners, farmers, and other commercial pesticide users to rid storage facilities of unwanted or unused pesticide products. **Registration for this event is required by March 23, 2022.**



## Why is this collection event being held?

Pesticides serve a valuable role in protecting crops and structures, and controlling pests that vector diseases and invasive species. However, unused pesticides, especially those in aging or damaged containers, can accidentally expose workers and family members to pesticides. In addition, pesticides may enter waterways through leaching, flooding or run-off, and contaminate drinking, irrigation and surface waters. These pesticides can also contaminate soil and result in a costly remediation efforts. Save yourself time and money by bringing your old and unused pesticides to this free collection event for proper disposal.

This is a no-shame no-judgment event. People often discover old pesticides on their property, tucked away in well-houses and other unexpected locations. Sometimes people bring pesticides to an event in an effort to help out an elderly neighbor farmer, or they just purchased a new farm and there are unwanted pesticides on the property. Over 719,000 lbs of pesticides have been collected and removed from the environment since 2006.

## Registration

Registration for this event is required, some pesticides are highly reactive, and our vendor, Clean Harbors Environmental Services Inc., needs to know what types and number of packing barrels are needed. Please submit your inventory as early as possible to ensure an appointment. COVID-19 limited the number of collection events held in prior years therefore we expect appointments will be in high demand.

## Is there a limit on how many pesticides I can bring?

Quantities in excess of 1,000 lbs. must receive prior approval by calling 971.600.5073.

## Who is eligible?

- » Landowners
- » Farmers
- » Commercial\* and institutional pesticide users in the region.

*\*Priority is given to forest and agricultural landowners*

## What pesticides are accepted?

- » Legacy pesticides, such as Dicofol, Ronilan or Furadan
- » Soon to be prohibited pesticides such as Lorsban (chlorpyrifos)
- » Any pesticide in a damaged container (transport in a way that it does not leak – we will take the contaminated packing material)
- » Any pesticide that is unwanted (perhaps you changed cropping systems)
- » Empty aluminum phosphide containers

## What materials are not accepted?

- » Pesticide rinsate
- » Non-pesticidal chemicals, such as:
  - Adjuvants
  - Fertilizers
  - Oils
  - Antifreeze
- » Empty, plastic pesticide containers



**EXECUTIVE ORDER NO. 22-04**

**DETERMINATION OF A STATE OF DROUGHT EMERGENCY IN  
CROOK, JEFFERSON AND MORROW COUNTIES.**

At the request of Crook County (by Resolution No. 2022-10, dated March 3, 2022), Jefferson County (by Resolution No. R-002-22, dated March 2, 2022), and Morrow County (by Resolution No. R-2022-4, dated March 2, 2022) and based on the recommendations of the Drought Readiness Council and the Water Supply Availability Committee, and pursuant to ORS 536.740, I find the low snowpack, low reservoir levels, and low streamflow have caused or will cause natural and economic disaster conditions in Crook, Jefferson and Morrow Counties.

Forecasted water supply conditions and precipitation levels are not expected to improve. Drought is likely to have a significant economic impact on the farm, ranch, recreation, and natural resources sectors, as well as an impact on drinking water, fish and wildlife, and important minimum flows for public instream uses and other natural resources dependent on adequate precipitation, stored water, and streamflow in these areas. Extreme conditions are expected to affect local growers, increase the potential for fire, shorten the growing season, and decrease water supplies.

Conditions continue to be monitored by the State's natural resource and public safety agencies, including the Oregon Water Resources Department, the Oregon Office of Emergency Management, the Oregon Office of the State Fire Marshal, and the Oregon Department of Forestry's Fire Protection Division.

Preparation and resiliency to drought are vital to the health and safety of persons, property, and the economic security of the citizens and businesses of these counties. I, therefore, declare that a severe, continuing drought emergency exists and is likely to continue to exist in Crook, Jefferson and Morrow Counties.

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

- I. The Oregon Department of Agriculture is directed to coordinate and provide assistance in seeking federal resources to mitigate drought conditions and assist in agricultural recovery in Crook, Jefferson and Morrow Counties.
- II. The Oregon Water Resources Department and the Water Resources Commission are directed to coordinate and provide assistance to water



**EXECUTIVE ORDER NO. 22-04**  
**PAGE TWO**

users in Crook, Jefferson and Morrow Counties as the Department and Commission determine necessary and appropriate in accordance with ORS 536.700 to 536.780.

- III. The Oregon Water Resources Department is directed to seek information from the Oregon Department of Fish and Wildlife to help understand the impacts of water availability on Oregon's fish and wildlife, as necessary and appropriate in accordance with ORS 536.700 to 536.780.
- IV. The Office of Emergency Management is directed to coordinate and assist as needed with assessment and mitigation activities to address current and projected conditions in Crook, Jefferson and Morrow Counties.
- V. All other state agencies are directed to coordinate with the above agencies and provide appropriate state resources as needed to assist affected political subdivisions and water users in Crook, Jefferson and Morrow Counties.
- VI. This Executive Order expires on December 31, 2022.

Done at Salem, Oregon, this 21<sup>st</sup> day of March, 2022.

---

Kate Brown  
GOVERNOR

ATTEST:

---

Shemia Fagan  
SECRETARY OF STATE