

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 11, 2022 at 8:15 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information Below

AMENDED

1. **Call to Order and Pledge of Allegiance: 8:15 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. **Personal/Professional Services Agreement for Columbia River Enterprise Zone Counsel**
5. **Department Reports – Written Only**
 - a. Planning Department Monthly Report
 - b. ~~Treasurer's Monthly Report~~
6. **Correspondence**
7. **Commissioner Reports**
8. **Sign documents**
9. **Adjournment**

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

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

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

Zoom Meeting Information

<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#



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #

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

Presenter at BOC: Justin Nelson
Department: County Counsel
Short Title of Agenda Item:

Date submitted to reviewers:
Requested Agenda Date: 5/11/2022

(No acronyms please)

Morrow County CREZ Counsel Agreement

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

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

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

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

AGENDA ITEM COVER SHEET
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1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Agreement with Alan Rappleyea to assist with Morrow County CREZ negotiations and agreement. Not to exceed \$10,000.00.

2. FISCAL IMPACT:

No to exceed \$10,000.00.

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

Motion to approve agreement with Alan Rappleyea for legal services.

Attach additional background documentation as needed.

MORROW COUNTY OREGON

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Morrow County ("County") and **Alan Rappleyea** ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$10,000 to be paid to Contractor by County, Contractor agrees to perform between date of execution and **January 1, 2023**, inclusive, the following specific personal and/or professional services:

As needed local government legal services

Payment Terms: *\$250 per hour. Travel time at \$50 per hour. County will pay within 30 days of invoice date for services performed.*

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Morrow County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
 - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
 - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an

"independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows: To match the insurance provided by Contractor.

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

FOR CONTRACTOR:



Signature
Jim Doherty
Morrow County Commissioner

Signature
Alan A. Rappleyea

May 11, 2022
Date

May 10, 2022
Date

Morrow County Board of Commissioners
P.O. Box 788
110 N. Court St.
Heppner, OR 97836

President Rappleyeagovtlaw LLC
673 NE Maryann Ct
Hillsboro, OR 97124
503-333-0779



MEMORANDUM

To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: May 11, 2022
RE: Monthly Planning Update

Planning Commission Update

Planning Commission held their April 26, 2022 meeting in Heppner, providing both in person and virtual (Zoom) participation. One application was approved and commission had a work session on a variety of topics. On May 4th, Board appointed a new Planning Commission member, Mary Commission is now full membership with 9 members representing communities across county.

Current Planning Activity May 2022

- Zoning Permits – 7
- Land Use Compatibility Reviews – 5
- Rural Address Permits – 1
- Variance (Hardship) – 1
- Agriculture Building Permit Exemption – 1
- Zone Change – 1 Preapplication Meeting
- Pre-Application Meetings (Energy Projects) – 3

Code Enforcement Activity

- 4 new complaints- Zoning violations, solid waste, garbage, junk and general nuisance
- 2 complaints- Garbage & Debris, General Nuisance
- 1 Complaint- Commercial Business complaint in residential zone
- 1 Complaint- Solid waste
- 3 cases closed – Properties have been cleaned up,
- 2 code cases closed- overgrown weeds and debris causing fire hazards were properly removed.
- 1 code case closed- Commercial business with garbage being blown around by wind, at times impacting travel on Interstate 84. Business is making progress and will continue to work on keeping it cleaned up.
- 1 Court Case Continued- Making Progress with removal of garbage and vehicles. RV removed from property as requested. Court Date scheduled.
- Communicating with 8 non-permitted trucking business operations located in residential zones.
- Other outstanding/ongoing cases - 38



Energy Projects

Staff continue to coordinate and host pre-application meetings for permitting new solar and other energy developments. List of pending and approved projects can be found here:

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

Grants Round Up

March 15th was the kick off meeting for the Housing Implementation Plan project for Willow Creek Valley, including city and county staff and consultant ECONw. A schedule of public meeting dates will be released later. Residents of Lone, Lexington and Heppner communities interested in the project please contact City Hall or County Planning Department. Staff are working on the Request for Proposal to work on the Goal 9 Economic Development plan for Lone, Lexington and Heppner.

Access Permit Coordination

Planning and Public Works staff are working together to streamline the permitting process for access permits, including updating forms and adding geographic coordinates that link rural addresses and driveways. The two departments are beginning to study more closely two roadways that have potential for significant new developments and associated traffic – Tower Road and Bombing Range Road. An Interchange Area Management Plan is under consideration.

Water and Land Use

Staff are involved with Lower Umatilla Basin Groundwater Management (LUBGWMA) Committee as ongoing members. And involvement in LUBGWMA Subcommittee which has secured funds to hire a post doctoral level person to study the nitrate data.

Data Dashboard and Broadband Action Team



Stephen Wrecsics, GIS and Planner Tech recently developed a dashboard for Morrow County. Available here: www.co.morrow.or.us/planning/page/dashboards

The Morrow County Broadband Action Team has been working to put together digital resources for members of our community. The Story Map created for the project has gone live here: www.morrowbroadband.org

New Building: Staff are eager to help with the ribbon cutting ceremony for the new Irrigon Building.

Answers to last month's trivia question: How many unlicensed, inoperable vehicles are allowed to be stored outside on a single parcel? Two.