

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 20, 2023 at 10:00 a.m.

Morrow-Grant County OHV Park

71000 East of Morphine Lane

33 Miles Southwest of Heppner on Highway 207

Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 10:00 a.m.**
2. **City/Citizen Comments**
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Agenda**
 - a. Minutes: July 19th Special Meeting, September 6th
 - b. Contract with Alliance Management & Construction Solutions, Project Management Services, New Circuit Court Building
 - c. Out-of-State Travel Request, Planning Department
 - d. Resolution No. R-2023-22: Authorizing Treasurer as Back-Up Administrator for Credit Cards at Bank of Eastern Oregon
 - e. Amendment to Health Officer Contract
 - f. **Application for Tax Refund, Alto Columbia/Pacific Ethanol**
5. **Business Items**
 - a. ~~Actuarial Valuation Presentation (Kevin Ince & Brent Langland)~~
 - b. Intergovernmental Agreement #6543, Department of Corrections (Gina Wilson)
 - c. Comment Letter to Oregon Department of Energy, Sunstone Solar Project, Preliminary Application for Site Certificate (Stephen Wreccics)
 - d. Resolution No. R-2023-23: Approving the Agreement for Long-Term Rural Enterprise Zone Abatement Between the Columbia River Enterprise Zone III Board and Lamb Weston, Inc. (Justin Nelson)
 - e. Job Description, Community Development Director (Matthew Jensen)
 - f. Eastern Oregon Counties Association Dues Invoice
6. **Department Reports**
 - a. Planning Department Monthly Report – Written Only
 - b. Treasurer’s Monthly Report – Written Only
 - c. Accounts Payable Monthly Report (Kevin Ince)
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations
10. **Return to Open Session**
11. **Business Items, continued**
 - a. Ratification of Sheriff’s Office Association Collective Bargaining Agreement (Lindsay Grogan)
 - b. Adopt Final Findings of Fact, Rowan Green Data Applications AC-145-23, AC(Z)-146-23 & AZM-147-23; and Second Reading, Ordinance No. ORD-2023-

6: Amending Comprehensive Plan to Change the Plan & Zone Designation of a 274-Acre Parcel from Exclusive Farm Use to General Industrial (Matthew Jensen)

12. Signing of documents

13. Adjournment

Agendas are available every Friday on our website (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 Administrator, Matthew Jensen, 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 Using Meeting ID 541-676-2546#:

- 1-346-248-7799 1-312-626-6799
- 1-669-900-6833 1-929-436-2866

Zoom Specific Notes:

- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
 - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
 - If you need further assistance, please contact Justin Nelson at jnelson@co.morrow.or.us

**Special Meeting of the Morrow County Board of Commissioners Minutes
July 19, 2023
Morrow County Government Center
Irrigon, Oregon**

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Mike Gorman, Roberta Vanderwall, Justin Nelson, Roberta Lutchter; Non-Staff: Nicole Mahoney, Kathy Street (Oregon Trail Library District), Mike Hughes (Boardman Fire Protection District), Linda LaRue (Unified Recreation District), Emily Roberts (Morrow County Health District), Greg Barron (North Morrow Vector Control District), Kelly Doherty (Port of Morrow), Brett Mueller (Umatilla-Morrow Radio/Data District)

Present Via Zoom: Andrea Di Salvo

Call to Order: 2:00 p.m.

Community Service Fee (CSF) Distribution Related to the Strategic Investment Program (SIP) Agreement with Amazon Data Services, Inc. (ADS)

Mike Gorman, Assessor Tax Collector

Mr. Gorman explained the County entered into a SIP Agreement with ADS in April of this year. One of the statutory requirements is the affected non-education taxing districts that serve the property need to agree on the distribution of the CSF. The property is south of Boardman on Bombing Range Road.

He said prior SIP agreements were capped at \$500,000 but legislation in 2019 changed the cap to \$2.5 million. The CSF distribution criteria will likely be met in year two or three, he said.

Mr. Gorman, County Counsel, Justin Nelson, and the Commissioners fielded questions from the taxing district representatives.

Mike Hughes moved for the County to get a \$500,000 lump sum annually and the \$2 million to be split between the rest of the taxing entities, according to the percentages presented by Mr. Gorman:

Amazon-Bombing Range Rd. Site CSF Distribution Example: Example 2 - County Removed

CSF Amount:	\$2,500,000
Morrow County Portion	\$ 500,000
Remaining	\$2,000,000

Dist # District Name	Rate	Percentage	District CSF Amt
516 UMA-MORROW RADIO DIST	0.00017	4.43644%	\$88,728.83
617 HEALTH DIST	0.000605	15.78851%	\$315,770.24
618 HEALTH DIST LOCAL OPTION	0.00039	10.17772%	\$203,554.37
625 BOARDMAN PARK BOND	0.000351	9.15995%	\$183,198.94
630 PORT OF MORROW	0.0000841	2.19473%	\$43,894.67
636 BOARDMAN FIRE PROTECTION DISTRICT	0.0007464	19.47859%	\$389,571.75
642 BOARDMAN CEMETERY	0.0000284	0.74115%	\$14,822.93

647 BOARDMAN PARK	0.0002989	7.80031%	\$156,006.16
650 UNIFIED REC DISTRICT	0.000456	11.90010%	\$238,002.04
660 VECTOR CONTROL	0.0001899	4.95577%	\$99,115.32
661 VECTOR CONTROL LOCAL OPTION	0.0001	2.60967%	\$52,193.43
663 OREGON TRAIL LIBRARY	0.0002536	6.61813%	\$132,362.54
691 BOARDMAN FIRE RESCUE DISTRICT BOND	0.0001586	4.13894%	\$82,778.78
	0.0038319	100.00000%	\$2,000,000.00

Kathy Street seconded. Discussion took place about the need for a motion and vote of the taxing district representatives present. Mr. Nelson, said unless each representative had full authority from his/her taxing district, the vote wasn't necessary. What matters is the intergovernmental agreement that will be drafted and sent to each taxing district for signature, he said. Emily Roberts said, "We support this." Mr. Hughes, Linda LaRue and Ms. Street agreed.

Mr. Gorman said IGA drafted by Mr. Nelson will be sent to every district. He asked that it be signed and returned no later than September 1st.

Adjourned: 2:39 p.m.

Morrow County Board of Commissioners Meeting Minutes
September 6, 2023
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Matthew Jensen, Roberta Lutcher, Valerie Ballard, Justin Nelson, Tamra Mabbott, Sue Gibbs, Eric Imes, Mike Haugen, Bobbi Childers, Brian Snyder; Non-Staff: Karie Walchli, Tim Collins,

Present Via Zoom

Kirsti Cason, Robin Canaday, Mike Gorman, Ronda Fox, Deona Siex; Non-Staff: Jon Jinings, Jean Collins, Nathaniel Brown, Andrea Fletcher, Dawn Hert, Erika Lasater, Jessy Rose, Rose Kylo, Tess MacMorris, David Shiflett, Jessie Bristow, Bobby Hollis, Elaine Aldrich

Call to Order & Pledge of Allegiance: 9:06 a.m.

City & Citizen Comments: Chair Sykes said comments would be limited to three minutes. Comments will not become a give-and-take exchange with the Commissioners, he added.

Tim Collins, Heppner: Mr. Collins read a two-page letter citing the reasons he disagreed with the County’s plans to locate a new Circuit Court building on County-owned property near the Fairgrounds. He also presented a petition he and 21 other residents in his neighborhood signed urging the Commissioners to change the location.

Chair Sykes said the County was “at the top of this process” and would continue to keep the public informed.

Open Agenda: No items

Consent Agenda

The following items were removed: August 2nd Minutes (not ready), and the Beneficiary Agreement with Heppner Day Care, Inc.

Commissioner Wenholz moved to approve the following items in the Consent Agenda:

1. *Amendment 1 to Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) #180024 for the Financing of Public Health Services. Amendment increased funding for Tobacco Prevention & Education Program; and for the Lower Umatilla Basin Ground Water Management Area Services*
2. *Oregon Department of Transportation IGA with Morrow, Gilliam, and Wheeler Counties for Weed Spraying; effective when fully executed through December 21, 2025*
3. *Request to Issue Credit Card to Deona Siex in the District Attorney’s Office*
4. *Out-of-State Travel Request from Administrator Matthew Jensen to attend the International County/City Manager Association Conference in Austin, Texas; September 30th-October 3rd*

Commissioner Drago seconded. Vote: Unanimous approval.

Beneficiary Agreement, Heppner Day Care, Inc. (American Rescue Plan Act of 2021/Coronavirus State & Local Fiscal Recovery Funds)

Commissioner Wenzholz said he did not have a problem with the content of the agreement, however one paragraph was repeated and needed to be removed (6b).

Commissioner Wenzholz moved to approve the Beneficiary Agreement with Heppner Day Care, Inc., after the document has been corrected, as noted; effective August 16, 2023 to June 30, 2025; \$100,000 from County to recipient; first \$50,000 disbursement when agreement is fully executed; second \$50,000 disbursement June 1, 2024. Commissioner Drago seconded. Vote: Unanimous approval.

9:18 a.m. Continued Land Use Public Hearing of August 16, 2023: Rowan Green Data, Applications AC-145-23; ACM-146-23 & AZM-147-23 & Ordinance No. ORD-2023-6
Chair Sykes said this hearing was a continuation of the August 16th hearing. At the conclusion of that hearing, the Board kept the record open to allow the applicant time to respond to the issues raised on the record. The purpose today is to deliberate and make a decision, he said. The Board may ask questions of staff and persons in the audience and on Zoom, added Chair Sykes. He then called for the Staff Report.

Tamra Mabbott, Planning Director, recommended, after the decision, staff be directed to work with the applicant on the Final Findings of Fact. She said the Board's decision would be based on the written record but she wanted to point out the differences in the draft ordinance proposed by the applicant on page 47 of the Land Use Hearing Agenda Packet versus the draft ordinance on page 275 of the packet. She went on to summarize the differences. "Their language is acceptable to us," she stated. Depending on the decision, she said she would prepare documents for the September 20th BOC Meeting, including the second reading of the ordinance.

Chair Sykes said the Board will now conduct its deliberation.

Commissioner Wenzholz said everything presented showed the land proposed to move out of EFU hasn't been farmed. They presented evidence it wasn't farmable, or they would have. He added he was prepared to move forward.

Commissioner Wenzholz moved to approve the applications, direct staff to work with the applicant to draft the Final Findings of Fact for adoption, and to read the Ordinance by title only. Commissioner Drago seconded.

Ms. Mabbott interjected the hearing needed to be closed.

Chair Sykes said he agreed with Commissioner Wenzholz on farming use. There were reports from experts on that, and, he added he read all the testimony from the Planning Commission. He continued by saying it was on the record and there were letters from the Department of Land Conservation and Development and 1,000 Friends, as well as the response from the applicant. He closed the Public Hearing at 9:25 a.m.

Ms. Mabbott said if it was the Board's desire to replace the language in the draft ordinance with that suggested by the applicant, she would read it into the record. She said the applicant's

proposed condition 4 allowed the Board to approve the ordinance. It replaced the current 4, 5 & 6 in the draft ordinance with the following:

- “The project will require delivery of electricity and water from third-party providers, as described in the application record. Such services shall be delivered substantially as described in the record and the County shall require that all third-party infrastructure serving the project will receive all necessary local, state, and federal permits and approvals.”

Commissioner Wenholz moved to approve the applications, and to direct staff to work with the applicant to draft the Final Findings for adoption, and to read the Ordinance by title only. Commissioner Drago seconded. Vote: Unanimous approval.

Chair Sykes provided the First Reading of the Ordinance, by title only: “An Ordinance Amending the Morrow County Comprehensive Plan to Change the Plan and Zone Designation of a 274-Acre Parcel from Exclusive Farm Use to General Industrial, and Adopt a Limited Use Overlay Zone to Limit Use to a Data Center, and Adopt Exceptions to Statewide Planning Goals 3, 11 & 14 to Allow the Establishment and Operation of a Data Center Use – County File Numbers AC-145-23, ACM-146-23 and AZM-147-23.”

Business Items

2023 Fair & Rodeo Overview

Sue Gibbs, Fair Manager

Ms. Gibbs provided the following:

- About 4,500 people attended the Fair
- 134 auction animals
- 181 4-H and FFA (Future Farmers of America) exhibitors
- 184 open exhibitors and 1,360 entries
- 22 dairy animals
- Auction sale exceeded \$650,000 (without add-ons). Amazon added \$20,000 and Graybeal Insurance Group, Inc. added \$6,700 to bump each auction
- \$109,660 was raised for community projects, such as the Back Pack Project for all FFA groups
- Wednesday night appreciation dinner served 175 people
- Sponsors: cash to-date is \$16,350
- Material Sponsors: \$5,000 in straw, chips and truck hauling

R-2023-21: Declaring a Drought Emergency

Justin Nelson, County Counsel

Mr. Nelson reviewed the documentation in support of a drought declaration that was submitted by Kevin Payne, Morrow Soil & Water Conservation District, and Larry Lutcher, Oregon State University/Morrow County Extension. Discussion.

Commissioner Wenholz moved to approve Resolution No. R-2023-21: In the Matter of Declaring a State of Drought Emergency in Morrow County. Commissioner Drago seconded. Vote: Unanimous approval.

OHA Triennial Review Action Plan – Morrow County Public Health Department

Matthew Jensen, Administrator

Robin Canaday, Public Health Director

Mr. Jensen said the item was informational only. The review found several items the County needed to tighten processes on and efforts continue to be made to come into full compliance. The County had to account for \$600,000 in grant monies, so adjustments in policies and processes were made, he explained. This is an update to inform the Board that the Finance Director, Kevin Ince, is implementing new processes and Ms. Canaday and new employees are getting those in line, he added. Mr. Jensen said OHA approved the County's plan of action and were grateful the County was coming into compliance.

Intent to Award Bid & Contract – Airport Fiber & Electric Infrastructure Work

Sandi Pointer, Public Works Administrative Manager

Ms. Pointer explained one bid, from Silver Creek Contracting, LLC, was received for the project. Discussion.

Commissioner Drago moved to award the contract for the power and fiber installation at the Lexington Airport to Silver Creek Contracting, LLC; and to authorize Chair Sykes to sign the contract after the expiration of the seven-day protest period. Commissioner Wenholz seconded. Vote: Unanimous approval.

Intent to Award Request for Proposals (RFP), Project Management Services, New Circuit Court Building Near the Fairgrounds

Matthew Jensen, Administrator

Mr. Jensen said four submittals were received. A committee of four staff members reviewed the proposals, interviewed the firms and scored each proposal based on the parameters in the RFP. Mr. Jensen asked to issue the notice to award to Alliance Management & Construction Services and, if approved, develop a contract after the 14-day protest period.

During the ensuing discussion, Mr. Jensen said he anticipated the next steps would include creating stakeholder meetings and reaching out to the neighbors about design components. He said staff attended this year's rodeo and checked out the parking with the County's drone. There will be issues that will impact the rodeo and fair but there are several options, however, he said he needed to develop those further before addressing them in a public meeting. Since we are developing a County-owned property, we don't need to set-up a referendum on it but we want to listen to the issues and address as many as we can, he stated. The current Courthouse doesn't meet the modern requirements of a state Circuit Court, as seen by the late start to today's BOC Meeting because the Circuit Court was using the Upper Conference Room in this building – there's not enough space and security levels are not the rates they need to be so we need to make some changes. As the County brings in its project manager and then an architect or construction manager/general contractor, there will be public meetings on the design of the building for the community. This will be a big project for Heppner and a name needs to be determined for the new building, and possibly for the old Courthouse. As the design team comes together, we'll get boots on the ground and talk with people and start taking note on which direction we need to go, he concluded.

Commissioner Drago moved to approve the intent to award contract to Alliance Management & Construction Solutions, LLC, in regards to project management services for the new Circuit Courthouse near the County Fairgrounds. County Manager is instructed to complete negotiations and present the contract to the Board for final approval after the required contest period is completed. Commissioner Wenholz seconded. Vote: Unanimous approval.

Semi-Annual Report from Morrow County Tourism Consultant

Karie Walchli

Ms. Walchli reviewed her PowerPoint presentation on activities she's undertaken related to tourism on behalf of Morrow County.

Department Reports

The following reports were provided:

- Sheriff's Office Monthly Report by Undersheriff Brian Snyder. Commissioner Drago asked if the Sheriff's Office finalized the contract with Morrow County Health District (MCH) for dispatch services. Undersheriff Snyder replied he was not sure and couldn't answer that question today.
- Road Department Monthly Report by Mike Haugen
- Clerk's Quarterly Report by Bobbi Childers
- Local Public Safety Coordinating Counsel Quarterly Report by Jessica Rose
- Accounts Payable Monthly Report provided as informational only by Kevin Ince

Correspondence

- Mr. Jensen said the County was cc'd on a letter from OHA to MCHD regarding OHA's findings from the inspection of MCHD's ambulance services in Heppner and Irrigon. He said he spoke to MCHD's Chief Executive Officer, Emily Roberts, this morning and she said she would forward the email saying they resolved all the deficiencies except the item related to an IGA for dispatching (Deficiency #2: OAR 333-250-0290 (1) The licensed ambulance service is responsible for: (b) Having a 24-hour-a-day telephone answering, or 24-hour-a-day telephone and text-to-911 answering, and dispatching capabilities or having a signed agreement or contract with a recognized primary or secondary Public Safety Answering Point (PSAP), that will provide telephone answering, or telephone and text-to-911 answering, and emergency dispatching services.")

Commissioner Wenholz asked where things were in the process of creating a new Ambulance Service Area Plan (ASA). Mr. Jensen said the County's attorney was finalizing a modification to the map. Rather than providing an update on September 20th when the Board will be meeting at the OHV Park, it's been schedule for a work session on October 4th. When a draft is available, he said it would be shared with the parties.

Commissioner Reports

Brief reports were provided.

Break: 11:04-11:13 a.m.

Chair Sykes read the following Executive Session citation, noting the Board would return to open session in 15 minutes: Pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent.

11:16-11:29 a.m. Executive Session

11:30 a.m.: Open Session

Commissioner Wenzholz moved to authorize the Sheriff's Office to offer the position of Emergency Manager up to a cap of Step 10 on the pay scale. Commissioner Drago seconded. Vote: Unanimous approval.

Signing of Documents

Adjourned: 11:32 a.m.



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

(For BOC Use)
Item #
46

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

Presenter at BOC: Matthew Jensen

Date submitted to reviewers: 09/14/2023

Department: Administrative

Requested Agenda Date: 09/20/2023

Short Title of Agenda Item: Award of Project Management contract for Circuit Court Building Construction
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Alliance Management & Construction Solutions

Contractor/Entity Address: 6855 W. Clearwater Ste. A101 #161, Kennewick, Washington 99336

Effective Dates - From: 09/20/2023

Through: Completion anticipated in 2026

Total Contract Amount: TBD

Budget Line: TBD

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

Reviewed By:

Matthew Jensen 9/13/23 Department Director Required for all BOC meetings
Matthew Jensen 9/13/23 County Administrator Required for all BOC meetings
Justin Nelson 9/14/23 County Counsel *Required for all legal documents
Kevin Ince 9/18/23 Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

As covered under the intent to award report submitted to the Board on 9/5/2023, Alliance Management & Construction Solutions (Alliance) were scored as the highest qualified respondent to the RFP for project management services. The attached contract includes proposed language from Alliance with minor modifications made by County staff. The County Counsel has signed off on the contract.

Total budgetary and line item is to be determined as we develop project scope and finalize what project delivery process will best work for successful delivery. We anticipate that total cost of project management services will be somewhere between 1% and 3% of total construction cost.

2. FISCAL IMPACT:

The County will rely on capital reserves and a matching grant from the State to cover the costs of this project.

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

Proposed motion - "Move to award the contract for project management services in relation to the construction of the new circuit court building to Alliance Management & Construction Solutions"

Attach additional background documentation as needed.

AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is made as of the 20th day of September 2023, by and between Morrow County, 110 N. Court St., P.O. Box 788, Heppner, OR 97836, hereinafter referred to as the COUNTY, and Alliance Management & Construction Solutions, 6855 W. Clearwater Ste. A101 #161, Kennewick, WA 99336, hereinafter referred to as the CONSULTANT.

WHEREAS the COUNTY requires professional project management services to construct a new circuit court building, the scope of which is described in Exhibit A, which is attached hereto and incorporated herein, hereinafter referred to as the "WORK."

NOW, THEREFORE, the COUNTY and CONSULTANT, in consideration of their mutual covenants herein, agree as set forth below.

STANDARD TERMS AND CONDITIONS

SECTION 1. SERVICES: The CONSULTANT will provide the services described in Exhibit A ("Scope of Work"), according to all the terms and conditions of this Agreement. The COUNTY will pay CONSULTANT for the services in the amount described in Exhibit B ("Compensation").

SECTION 2. TERMS OF PAYMENT: Payment for services specified herein will be due and payable thirty (30) days after receipt of invoice unless otherwise specified herein. Any monies not paid when due under this Agreement shall bear a finance charge at the rate of one percent (1%) a month on the balance until paid.

SECTION 3. TERMINATION: This Agreement may be terminated by the COUNTY upon thirty (30) days' written notice without cause. CONSULTANT may terminate this Agreement upon thirty (30) days' written notice in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof. In the event of termination without cause by the COUNTY, CONSULTANT shall be paid for services performed to the termination notice date plus reasonable termination expenses but shall not be entitled to lost profits on uncompleted work.

SECTION 4. JOB CONDITIONS: The COUNTY shall give CONSULTANT free and unobstructed access at all times to the place where work is to be done.

SECTION 5. DELAYS: CONSULTANT shall not be responsible for delays or the inability to complete the services where occasioned by those items involving the actions or omissions of others.

SECTION 6. EXTRAS: If the COUNTY requests an alteration, modification or deviation from the original scope of work as described in Exhibit A ("Scope of Work"), the COUNTY agrees to pay the extra costs that occur. CONSULTANT shall identify and negotiate with the COUNTY any such changes in the Scope of Work prior to commencing work on said changes.

SECTION 7. STANDARD OF PERFORMANCE: The standard of care for all professional consulting and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

SECTION 8. INSURANCE: CONSULTANT agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit with \$2,000,000 aggregate limit for personal injury and property damages, Auto Liability insurance of \$1,000,000 combined single limit, and Professional Liability Insurance of \$1,000,000 per claim with \$2,000,000 aggregate limit for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. CONSULTANT shall name the COUNTY as an additional insured under the policies, and deliver to the COUNTY, prior to execution of the Agreement by the COUNTY and prior to commencing work, evidence that policies providing such coverage and limits of insurance are in full force and effect in a form acceptable to the COUNTY. Thirty (30) days' advance notice will be given in writing to the COUNTY prior to cancellation, termination or alteration of said policies of insurance.

SECTION 9. INDEMNIFICATION/HOLD HARMLESS: CONSULTANT shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the COUNTY. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the COUNTY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 10. DISPUTES: This Agreement shall be governed by and interpreted under the laws of the State of Oregon. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Agreement that the form, venue and jurisdiction in that particular action shall be in Umatilla County, Oregon.

SECTION 11. OWNERSHIP OF DOCUMENTS: All electronic data, electronic files, and other related documents prepared by CONSULTANT pursuant to this Agreement shall be the property of the COUNTY.

SECTION 12. AGREEMENT: This Agreement represents and incorporates the entire understanding of the parties hereto concerning the statement of work specified in Exhibit A, and each party acknowledges that there are no representations, covenants or understandings of any kind, manner or description whatsoever by either party to the other except as expressly set forth and herein above written.

SECTION 13. CONSULTANT: In performing services under this Agreement CONSULTANT shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of the COUNTY. For this reason, all of the CONSULTANT's activities will be at its own risk.

SECTION 14. NOTICES: Any notice required to be given under this Agreement shall be given by depositing in the U.S. Mail with certified postage prepaid to the address of the COUNTY or CONSULTANT, respectively, as set forth herein and shall be effective on the date of mailing as shown by the postmark or shall be given in writing served on an officer of the CONSULTANT or on the Executive Director of the COUNTY.

SECTION 15. ATTORNEY FEES: In the event of any dispute between the COUNTY and CONSULTANT arising out of or relating to this Agreement, the prevailing party shall be entitled, whether or not a suit, action, or arbitration proceeding is instituted, to recover all costs incurred in connection with the dispute, including without limitation reasonable attorneys' and expert witness fees, whether at trial, on appeal or denial of any petition for review, or in connection with enforcement of any judgment.

SECTION 16. SECRETS, CONFIDENTIAL INFORMATION: The Defend Trade Secrets Act provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

COUNTY:
Morrow County

CONSULTANT:
Alliance Management & Construction Solutions

By _____

By _____

Name David Sykes

Name _____

Title Chair, Board of Commissioners

Title _____

EXHIBIT A – SCOPE OF SERVICES

The CONSULTANT agrees to provide the following services:

1. Assist the COUNTY in assessing the facility needs and assist with the development of a building plan for new construction of the County Circuit facility in Heppner, the County Seat.
2. Assist and to give direction and advice with regard to the Circuit Court facility needs, but not limited to, building capacity needs, siting and location of building, adherence to planning and development of code requirements.
3. Incorporate existing information that has been compiled by staff and consultants on facility space needs and gather additional data as required to analyze the collected data and develop a focused need proposal for the COUNTY to review and approve.
4. Assist to create facility development options that meet the proposed facility needs. Assist with providing cost estimates for each option. Assist with public outreach throughout the option development and evaluation process.
5. Organize and manage public outreach meetings across Morrow County to receive input from the public.
6. In collaboration with the COUNTY, work to prepare bid documents.
7. Coordinate development with designers and contractors for all design and construction phases including earthwork and building construction work. Work with the design engineer or architect by managing and reviewing all plans and expenditures in the ongoing design phase up until completion.
8. Report all activities to the COUNTY and consult on a regular basis. Monitor all costs and manage any proposed change orders in the best interest of the COUNTY.
9. Manage and coordinate necessary land use approvals and construction permits prepared by architect and contractor. Monitor all costs and manage any proposed change orders. Ensure contractor completes all BOLI reporting as required.
10. Ensure that the general contractor complies with the provisions of ORS 279C.800 through 279C.870, relative to prevailing wage laws. This project is associated with a larger project requiring prevailing wage/BOLI adherence, which includes;
 - a. Workers will be paid the applicable prevailing wage rates. Contractor shall be responsible to ensure all compensation paid under this contract conforms to the prevailing wage law and rate in effect at the time of signing this Contract. Workers will be paid not less than the applicable prevailing wage rates in accordance with ORS 279C.840.
 - b. If Contractor fails to pay for labor or services. COUNTY can pay and withhold these amounts from payment due the contractor.
 - c. Daily, weekly, weekend, and holiday overtime will be paid as required in ORS 279C.540

- d. Contractor must give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work.
 - e. Contractor must promptly pay for any medical services they have agreed to pay.
 - f. Contractor is not required to file a public works bond with the CCB based upon the landscaping project total cost less than \$100,000.00.
 - g. Contractor required to submit Certified Payroll reports by the 5th business day of the following month to the COUNTY.
11. Be prepared at all times through the project to report and provide project updates to the COUNTY.
 12. Identify and document dates when user requirements and decisions or approval by the COUNTY are required and advise the COUNTY of the effect on the project of delayed decisions or approvals.
 13. Identify to the COUNTY the impact (time, quality, and cost) of proposed changes so that the COUNTY may make informed decisions whether or not to proceed with the proposed changes.
 14. Be responsible for an accurate accounting of time spent on the project including travel time and other costs incurred while performing these duties.
 15. Insure that contractors meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that the COUNTY is purchasing (OAR 137-047-0260(D)).

EXHIBIT B – COMPENSATION

The COUNTY agrees to pay the CONSULTANT on an hourly basis according to the following rates:

Douglas Carl, principal (pre-construction) _____ \$175
Earl Eastman, principal (construction) _____ \$175
Dan Tedrow, MEP Lead _____ \$200
Greg Thomas, cost estimator _____ \$150

The COUNTY agrees to pay the CONSULTANT for reasonable costs for mileage and miscellaneous costs.



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: Tamra Mabbott

Date submitted to reviewers: 9/12/2023

Department: Planning Department

Requested Agenda Date: 9/20/2023

Short Title of Agenda Item:

(No acronyms please)

Out of State Travel Request- Northwest Department of Defense Regional Coordination Team Work Session.

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 Out of State Travel

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 09/12/23 Department Director

Required for all BOC meetings

County Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Meeting attendance will help to continue our collaboration on complex matters related to multiple projects within our region. This meeting will help foster relationships with key stakeholders, maintain the flow of information, and facilitate professional development. Attendance will also demonstrate Morrow County's continuing commitment to support the Military's mission regionally and locally. October 17th is a travel day, and the meeting is on October 18th.

2. FISCAL IMPACT:

Hotel - \$200 Approximate

Fuel -\$100 Approximate

Per Diem/Misc-\$100

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

Approve out of state travel for Inter-agency coordination with Naval Air Station Whidbey Island, project updates, and employee education.

Attach additional background documentation as needed.

**NW DoD Regional Coordination Team
Working Session**

18 OCT 2023

**Eagle's Pride Golf Course - 1529 Mounts Rd SW
DuPont, WA 98327**

AGENDA

NW DoD RCT

COL Morales

66nd Airlift Wing
Joint Base Lewis McChord

0800 - 0900 Welcome, Overview, & Introductions

CAPT Hanks

Naval Air Station Whidbey
Island (NASWI) & Northwest
Training Range Complex

0900 - 1000

2023 Legislative Session

- Key Takeaways
- Implementation/Next Steps

Josh Berger
Maritime Blue

Maggie Dour/Kim Peacher
REC 10/Navy

1000 - 1045

Pacific Ocean Energy Trust (POET)

- Process & Guiding Policies
- Current Coordination & Outreach

Jason Busch
POET

Break: 1045-1100

1100-1145

U.S. DOE Initiatives in the Northwest

- Transmission & Energy Initiatives
- Supply Chain Assessment

Alissa Baker
U.S. DOE

1145-1230

**WA State Airport Siting Initiative
Overview & Update**

Eric Johnson
WSDOT

Lunch (1230 – 1330)

<p>1330-1515</p> <p>Breakout Group 1: <i>West Coast Transmission Siting for Offshore Wind</i></p>	<p>Breakout Group 2: Best Management Practices: Local & State Policy Coordination</p> <p>All Hands</p>
--	---

Break: 1515-1530

1530-1630

Facilitating Military Compatibility

- Program Objectives
- Tools & Initiatives
- Lessons Learned

Brian Tyhuis
NASWI

Richard Corff
Trust For Public Lands

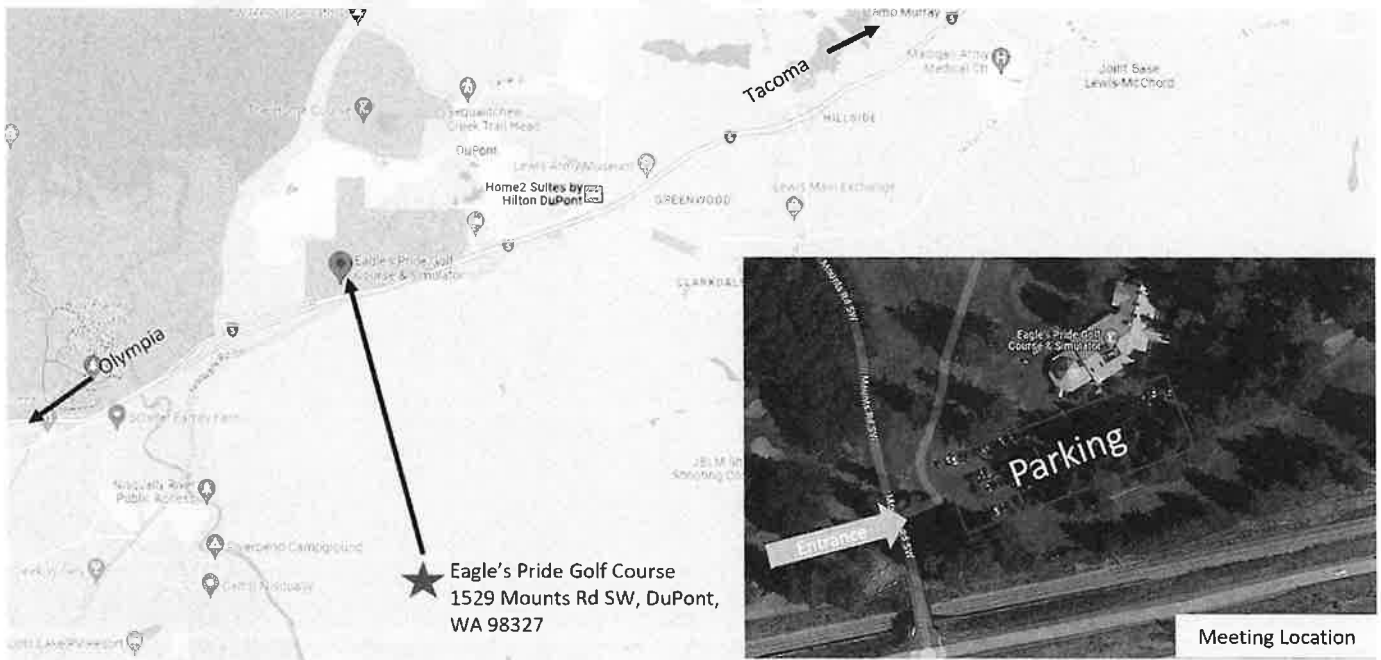
**WA Department of Natural
Resources**

1630-1700

Wrap up & Next Steps

Roundtable Discussion

Eagle's Pride Golf Course Location





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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Kevin C. Ince
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: Sept. 18, 2023
Requested Agenda Date: Sept. 20, 2023

Resolution Authorizing Backup Credit Card Account Administrator

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
County 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.

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

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

Currently the Finance Director is the only individual authorized to make changes to and administer the Bank of Eastern Oregon credit card account.

In order to increase flexibility and support daily operations of the County, we are recommending that Jaylene Papineau, Morrow County Treasurer also be authorized as an account administrator in order to provide backup to the Finance Director if and when circumstances dictate.

2. FISCAL IMPACT:

N/A

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

Move to adopt and sign resolution R-2022-22 authorizing Jaylene Papineau to be added as an administrator to the County credit card account with Bank of Eastern Oregon.

Attach additional background documentation as needed.

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

IN THE MATTER OF AUTHORIZING)
COUNTY TREASURER TO BE ADDED) RESOLUTION NO. R-2023-22
AS AN ADDITIONAL AUTHORIZED PERSON)
TO ADMINISTER COUNTY CREDIT CARDS)

WHEREAS, the above-entitled matter came before the Board of Commissioners on September 20, 2023; and

WHEREAS, Oregon Revised Statutes ORS 203.111 and ORS 203.240, provide that the Board of Commissioners shall exercise general legislative authority over all matters of County concern; and

WHEREAS, the Board of Commissioners has previously designated the Finance Director as the credit card account administrator with the Bank of Eastern Oregon; and

WHEREAS, the Board of Commissioners has determined that there is a need to authorize as an additional credit card account administrator with the Bank of Eastern Oregon for the purposes of providing backup and support to the Finance Director.

NOW THEREFORE, be it resolved, the Morrow County Board of Commissioners hereby authorizes Jaylene Papineau as an additional credit card account administrator with the Bank of Eastern Oregon.

Dated this 20th day of September 2023.

**BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner



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

(For BOC Use)
Item #
42

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

Presenter at BOC: Robin Canaday / Justin Nelson
Department: Health Department / County Counsel
Short Title of Agenda Item:
(No acronyms please) Amendment to Health Officer Contract

Date submitted to reviewers:
Requested Agenda Date: 9/20/2023

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:
Robin Canaday 9/18/23 DATE Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel DATE *Required for all legal documents
Finance Office DATE *Required for all contracts; other items as appropriate.
Human Resources DATE *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

Amend current Health Officer Agreement to clearly state liability coverage by county for physician performing Morrow County Health Officer duties.

2. FISCAL IMPACT:

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

Motion to approved Amended Agreement Morrow County Health Officer.

Attach additional background documentation as needed.

**AMENDED AGREEMENT
MORROW COUNTY HEALTH OFFICER
Amended: September 20, 2023**

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

WITNESSETH,

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

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

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

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

WHEREAS, Agreement was amended in September 2023 to clearly state that Physician's liability coverage for work performed as Morrow County Health Officer; and

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

1. Commencing March 15, 2023, or as soon as this document is executed, Physician shall serve as Morrow County Health Officer for a one-year period. This agreement shall automatically renew for successive one-year periods unless terminated as provided for herein.
2. The duties of Physician in the capacity of Morrow County Health Officer shall include, but shall not be limited to, the following:
 - a) Share in medical decisions necessary to the activities of the Morrow County Health Department.
 - b) Provide, as may be necessary, medical consultation services to the staff members of the Morrow County Health Department.
 - c) Provide final approval of written standing orders, alerts for potential vaccine/drug contraindications, and approval of procedures relating to emergency medical care.
 - d) Support the services offered, or arranged for, by the Morrow County Health Department include at least the following:
 - i. Epidemiology and control of preventable diseases and disorders
 - ii. Parent and child services, including family planning
 - iii. Collecting and reporting health statistics
 - iv. Providing health information and referral services, and

- v. Providing environmental services (which is currently contracted with Umatilla County).
 - e) Support and promote Health Department core functions, including:
 - i. Supporting the assessment of community health status and available resources.
 - ii. Policy development resulting in proposals to support and encourage better health.
- 3. In addition to any other provision contained herein, Physician shall comply with the requirements of the Oregon Revised Statutes regarding the duties and responsibilities of County Health Officers.
- 4. County shall pay to Physician, for the first month of this agreement only, \$100 per hour for up to 10 hours of work (up to \$1,000) as compensation for physician services as Morrow County Health Officer. Each month of the agreement thereafter, the County shall pay to Physician the sum of seven hundred and fifty dollars (\$750) per month during the term of this agreement to reflect up to seven and a half hours of services per month. Reassess number of hours spent as needed and compensate accordingly.
- 5. Physician agrees that he is an independent contractor serving as an agent of the County. Notwithstanding the Physician's independent contractor status, it is agreed and understood that Physician's actions pursuant to this contract and the outlined scope of work will be assumed by Morrow County and covered by the County's general liability coverage. In the event of any loss or claim made based upon Physician's actions pursuant to this contract, Morrow County will defend and indemnify Contractor. In the event there is any change in the County's insurance coverage Contractor shall be notified within 30 days of such change. In addition, County agrees that liability coverage and coverage or loss or claims shall begin on March 15, 2023.
- 6. Physician shall, in consultation with the Morrow County Public Health Nurse, determine the time, method and manner of performing the herein described duties, but shall do so in a manner conducive to the facilitation of the ongoing activities of the Morrow County Health Department, and shall provide Health Officer services pursuant to this agreement within medically reasonable and business appropriate deadlines.
- 7. It is the understanding and intention of the parties that Physician shall work independently in the performance of this agreement, and this agreement shall operate as a contract with an independent contractor.
- 8. In accordance with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination act of 1975, Physician agrees to assure that the services provided in the capacity of Health Officer to the Morrow County Health Department shall be provided without regard to the recipient's race, color, national origin, sex, age, or handicap.
- 9. Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this agreement. Each party agrees to indemnify and hold harmless the other party against all actions, claims, or demands whatsoever including costs, expenses and attorney fees to which the

other party may be put arising out of each party's negligent acts and omissions during the performance of this agreement.

10. Either party may terminate this agreement at any time by providing 30 days written notice to the other party.
11. In the event legal action is commenced to enforce the terms of this agreement, the prevailing party shall be entitled to attorney fees in addition to costs and disbursements.

PHYSICIAN

By: _____ Title: _____ Date: _____
Rodney Schaffer, M.D.

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Dated this 20th day of September 2023.

David Sykes, Chair

Jeff Wenzholz, Commissioner

Roy Drago Jr., Commissioner

**AGREEMENT
MORROW COUNTY HEALTH OFFICER**

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

WITNESSETH,

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

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

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

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


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

1. Commencing March 15, 2023, or as soon as this document is executed, Physician shall serve as Morrow County Health Officer for a one-year period. This agreement shall automatically renew for successive one-year periods unless terminated as provided for herein.
2. The duties of Physician in the capacity of Morrow County Health Officer shall include, but shall not be limited to, the following:
 - a) Share in medical decisions necessary to the activities of the Morrow County Health Department
 - b) Provide, as may be necessary, medical consultation services to the staff members of the Morrow County Health Department
 - c) Provide final approval of written standing orders, alerts for potential vaccine/drug contraindications, and approval of procedures relating to emergency medical care
 - d) Support the services offered, or arranged for, by the Morrow County Health Department to include at least the following:
 - i. Epidemiology and control of preventable diseases and disorders
 - ii. Parent and child services, including family planning
 - iii. Collecting and reporting health statistics
 - iv. Providing health information and referral services, and

- v. Providing environmental services(which we contract with Umatilla County)
- e) Support and promote Health Department core functions, including:
- i. Supporting the assessment of community health status and available resources
 - ii. Policy development resulting in proposals to support and encourage better health
3. In addition to any other provision contained herein, Physician shall comply with the requirements of the Oregon Revised Statutes regarding the duties and responsibilities of County Health Officers.
 4. County shall pay to Physician, for the first month of this agreement only, \$100 per hour for up to 10 hours of work (up to \$1,000) as compensation for physician services as Morrow County Health Officer. Each month of the agreement thereafter, the County shall pay to Physician the sum of seven hundred and fifty dollars (\$750) per month during the term of this agreement to reflect up to seven and a half hours of service per month. Reassess number of hours spent as needed and compensate accordingly.
 5. Medical malpractice/liability insurance is provided for in an intergovernmental agreement between Morrow County and Morrow County Health District, such that Physician shall be covered under Morrow County Health District's insurance for the duration of the intergovernmental agreement. Physician shall be promptly notified by Morrow County of any changes to insurance status pursuant to the above referenced intergovernmental agreement.
 6. Physician shall, in consultation with the Morrow County Public Health Nurse, determine the time, method and manner of performing the herein described duties, but shall do so in a manner conducive to the facilitation of the ongoing activities of the Morrow County Health Department, and shall provide Health Officer services pursuant to this agreement within medically reasonable and business appropriate deadlines.
 7. It is the understanding and intention of the parties that Physician shall work independently in the performance of this agreement, and this agreement shall operate as a contract with an independent contractor.
 8. In accordance with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination act of 1975, Physician agrees to assure that the services provided in the capacity of Health Officer to the Morrow County Health Department shall be provided without regard to the recipient's race, color, national origin, sex, age, or handicap.

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

PHYSICIAN

By:  Title: physc Date: 3-9-23
 Rodney Schaffer, M.D.

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

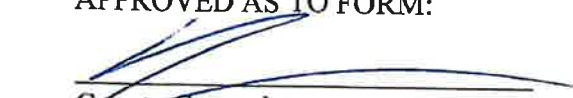
Date: March 15, 2023


 David Sykes, Chair


 Jeff Wenholz, Commissioner


 Roy Drago Jr., Commissioner

APPROVED AS TO FORM:


 County Counsel
 Just Maki
 OSB 079461

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

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

WITNESSETH,

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

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

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

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

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

MORROW COUNTY HEALTH DISTRICT

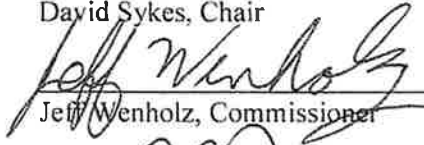
By: Earl Fure Title: CEO Date: 3/8/2023

MORROW COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

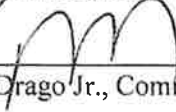
Date: March 15, 2023



David Sykes, Chair




Jeff Wenholz, Commissioner



Roy Drago Jr., Commissioner

APPROVED AS TO FORM:



County Counsel
Just vote
OSH #07440



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

(For BOC Use)
Item #
4f

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

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 9/20/23

Alto Columbia (FKA Pacific Ethanol) Refund

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

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

Reviewed By:
Mike Gorman 9/15/23 DATE Department Director Required for all BOC meetings
County 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.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

In 2021, Alto Columbia (FKA Pacific Ethanol) filed a property tax valuation appeal with the Magistrate Division of the Oregon Tax Court for the 2020-21 values. This property is valued by the Oregon Dept. of Revenue. After being notified of the appeal, I suggested the County set up an appeal reserve account in accordance with ORS 311.814, which the County did create (Morrow County Order No. OR-2021-4). That appeal has been finalized and the attached refund needs signed. Property tax refunds come from the Unsegregated Tax Account, which is shared by all districts. There is sufficient funds in the appeal account to satisfy this refund.

2. FISCAL IMPACT:

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

Approve and sign refund

Attach additional background documentation as needed.

APPLICATION FOR REFUND
MORROW COUNTY, OREGON

No. 23-15
Tax Year 2022-23
Acct. # 10607, 11302
& 10673

Property Owner & Refund to:

ALTO COLUMBIA, LLC
400 CAPITOL MALL, STE 2060
SACRAMENTO, CA 95814-4436

Tax Payer:

PACIFIC ETHANOL COLUMBIA LLC
400 CAPITOL MALL, STE 2060
SACRAMENTO, CA 95814-4436

Receipt # 264237, 269871, 274523, 274526 & 274528

Date paid 11/06/2020, 11/15/2021 & 11/14/2022

Int. date 10/15/2023

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund		
146,468.10	146,468.10	-4,394.04	142,074.06	105,406.16	-3,162.18	102,243.98	41,061.94	-1,231.86	39,830.08	13,940.53	53,770.61	10607 2020-21	
135,616.56	135,616.56	-4,068.50	131,548.06	97,596.80	2,927.90	100,524.70	38,019.76	-6,996.40	31,023.36	8,482.21	39,505.57	10607 2021-22	
225,920.11	225,920.11	-6,777.60	219,142.51	162,584.00	-4,877.52	157,706.48	63,336.11	-1,900.08	61,436.03	21,502.61	82,938.64	11302 2020-21	
195,431.09	195,431.09	-5,862.93	189,568.16	142,469.43	-4,274.08	138,195.35	52,961.66	-1,588.85	51,372.81	11,815.75	63,188.56	11302 2021-22	
201,974.80	201,974.80	-6,059.24	195,915.56	150,939.30	-4,528.18	146,411.12	51,035.50	-1,531.06	49,504.44	5,445.49	54,949.93	11302 2022-23	
7,632.46	7,632.46	-228.97	7,403.49	5,492.76	-164.78	5,327.98	2,139.70	-64.19	2,075.51	726.43	2,801.94	10673 2020-21	
8,301.19	8,301.19	-249.04	8,052.15	5,503.81	-165.11	5,338.70	2,797.38	-83.93	2,713.45	624.09	3,337.54	10673 2021-22	
8,008.50	8,008.50	-240.26	7,768.24	5,099.36	-152.98	4,946.38	2,909.14	-87.28	2,821.86	310.40	3,132.26	10673 2022-23	
											Total:	303,625.05	

Reason: MAGISTRATE OR COURT DECISION 311.205(1)(D)

Approved: _____ 2023

Commissioner

Commissioner

Commissioner

699-699-5-20-5480


Michael Gorman, Tax Collector

Date 9-15-23



Oregon

Tina Kotek, Governor

Department of Revenue
955 Center St NE
Salem, OR 97301-2555
www.oregon.gov/dor

September 13, 2023

Mike Gorman, Assessor
County Courthouse
100 Court St, PO Box 247
Heppner, OR 97836-0247

This letter is to inform you of a reduction that needs to be made to account numbers 10607, 11302 & 10673 for the 2020-2023 tax years. This account is for Alto Columbia LLC at site no. 1420 in your county.

Value transmittal sheets have been revised to reflect the Stipulated Judgement for Tax Court cases 210395G & 220460G

If you have any questions regarding this matter, please feel free to call or email me at the contact information below.

Darlene Johnson
Industrial Appraiser
Property Tax Division

cc: Alto Columbia LLC

Telephone: (503) 298-0669
Fax: (503) 945-8737
TTY: (503) 945-8617 (In Salem)
1-800-886-7204 (Toll Free in Oregon)

Together, we collect the revenue that Oregon counts on.



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

(For BOC Use)
Item #
5b

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

Presenter at BOC: Lt. Gina Wilson
Date submitted to reviewers: 9/13/2023
Department: Parole & Probation/Sheriff's Office
Requested Agenda Date: 9/20/2023
Short Title of Agenda Item: Contract agreement between the state and Morrow County Community Corrections.
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: State of Oregon, Department of Corrections
Contractor/Entity Address: 3723 Fairview Industrial Drive SE 200Salem, OR 97302
Effective Dates - From: 2023 Through: 2025
Total Contract Amount: \$1,035,956 Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Undersheriff Brian Snyder 9/15/2023 Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Budget was already approved in July meeting, this is the contract agreement that needs to be signed for further pursuance of the grant-in-aid. Intergovernmental Agreement (IGA) for Grant-in-Aid and Inmate Welfare Fund/Subsidy funding. This Intergovernmental #6543 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, and Morrow County.

2. FISCAL IMPACT:

Total impact of \$1,035,956. This agreement is for 2023-2025.

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

Suggest BOC sign the Agreement.

Attach additional background documentation as needed.

**2023-2025
Community Corrections Allocations**

County	Allocation %	Grant in Aid	Grant in Aid Supplemental	M57 Supplemental Funds	% of 2021-2023 DOC Releases	Transitional Fund*	Total
Baker	0.49%	\$1,210,417	\$28,316	\$62,131	0.38%	\$3,402	\$1,304,266
Benton	1.22%	\$3,017,579	\$70,591	\$154,232	1.16%	\$10,441	\$3,252,843
Clackamas	5.64%	\$13,962,806	\$326,637	\$712,500	5.95%	\$53,377	\$15,055,320
Clatsop	1.22%	\$3,014,022	\$70,508	\$154,232	0.94%	\$8,446	\$3,247,208
Columbia	1.27%	\$3,127,635	\$73,166	\$159,897	1.03%	\$9,268	\$3,369,966
Coos	1.97%	\$4,850,116	\$113,460	\$248,891	2.00%	\$17,949	\$5,230,416
Crook	0.85%	\$2,105,603	\$49,257	\$107,816	0.75%	\$6,687	\$2,269,363
Curry	0.65%	\$1,603,042	\$37,500	\$82,233	0.65%	\$5,866	\$1,728,641
Deschutes	4.11%	\$10,123,151	\$236,814	\$518,614	4.39%	\$39,417	\$10,917,996
Douglas	3.31%	\$8,155,740	\$190,790	\$418,290	3.12%	\$28,037	\$8,792,857
Gilliam	0.07%	\$184,431	\$4,314	\$50,000	0.04%	\$352	\$239,097
Grant	0.21%	\$534,310	\$12,499	\$50,000	0.17%	\$1,525	\$598,334
Harney	0.22%	\$548,228	\$12,825	\$50,000	0.14%	\$1,290	\$612,343
Hood	0.41%	\$1,018,140	\$23,818	\$51,898	0.22%	\$1,994	\$1,095,850
Jackson	8.18%	\$20,151,121	\$471,402	\$1,032,477	6.13%	\$55,019	\$21,710,019
Jefferson	1.11%	\$2,733,509	\$63,946	\$139,979	1.27%	\$11,379	\$2,948,813
Josephine	4.04%	\$9,962,266	\$233,051	\$510,573	4.13%	\$37,070	\$10,742,960
Klamath	3.63%	\$8,941,848	\$209,180	\$458,493	2.84%	\$25,457	\$9,634,978
Lake	0.39%	\$957,970	\$22,410	\$50,000	0.35%	\$3,167	\$1,033,547
Lane	8.77%	\$21,603,045	\$505,367	\$1,107,400	10.01%	\$89,860	\$23,305,672
Lincoln	1.96%	\$4,837,093	\$113,156	\$247,977	1.54%	\$13,843	\$5,212,069
Linn	3.86%	\$9,501,136	\$222,263	\$487,183	4.93%	\$44,226	\$10,254,808
Malheur	1.50%	\$3,705,403	\$86,682	\$190,048	1.65%	\$14,781	\$3,996,914
Marion	10.81%	\$26,614,228	\$622,596	\$1,364,879	11.53%	\$103,468	\$28,705,171
Morrow	0.42%	\$1,035,956	\$24,234	\$53,177	0.27%	\$2,464	\$1,115,831
Multnomah	16.04%	\$39,547,227	\$925,142	\$2,026,212	17.06%	\$153,091	\$42,651,672
Polk	1.48%	\$3,648,439	\$85,349	\$186,760	1.29%	\$11,614	\$3,932,162
Sherman	0.06%	\$143,991	\$3,368	\$0	0.03%	\$235	\$147,594
Tillamook	0.59%	\$1,446,670	\$33,842	\$74,010	0.51%	\$4,575	\$1,559,097
Umatilla	2.42%	\$5,962,068	\$139,473	\$305,723	2.14%	\$19,239	\$6,426,503
Union	0.81%	\$1,993,262	\$46,629	\$101,968	0.63%	\$5,631	\$2,147,490
Wallowa	0.15%	\$360,527	\$8,434	\$50,000	0.09%	\$821	\$419,782
Wasco	0.83%	\$2,053,132	\$48,030	\$112,567	0.71%	\$6,335	\$2,220,064
Washington	9.04%	\$22,320,850	\$522,159	\$1,141,938	10.14%	\$91,033	\$24,075,980
Wheeler	0.01%	\$100,000	\$0	\$0	0.00%	\$0	\$100,000
Yamhill	2.24%	\$5,525,169	\$129,252	\$283,063	1.80%	\$16,189	\$5,953,673
Total	100.00%	\$246,600,130	\$5,766,460	\$12,745,161	100%	\$897,548	\$266,009,299

*Represents 80% of legislative appropriation, DOC retains 20% for transitional costs such as transportation, housing, etc.

**INTERGOVERNMENTAL AGREEMENT #6543
BETWEEN THE STATE OF OREGON AND MORROW COUNTY**

This Intergovernmental #6543 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Morrow County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adult on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies, designated drug-related misdemeanors, or designated person misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for adults on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for adults on supervision.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community

- a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.
 - b. Indicator: the percentage of community service hours provided by adults on supervision.
- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
- 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 - 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0225.
 - 3. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 4. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0050.
 - 5. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 6. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 - 7. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 8. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 9. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 10. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 11. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 12. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 - 13. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 - 14. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 - 15. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 - 16. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

17. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 18. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 19. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.

- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the committee described in ORS 423.150 and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/23, 10/1/23, 1/1/24, 4/1/24, 7/1/24, 10/1/24, 1/1/25, and 4/1/25.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.
- J. Funding for Sexually Violent Dangerous Offenders: After receipt and

review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.

- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall biennially review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION COUNTY shall comply with the contribution, ADR, subcontractor indemnity and subcontractor insurance requirements set forth in Exhibit C.

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.
- B. It is understood and agreed by the parties hereto that if any part, term or

provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.

- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
 - 1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 - 2. The responsibility for supervision of and provision of correctional services to misdemeanor offenders does not revert to DEPARTMENT under any circumstances except those of adults on supervision convicted of designated drug-related misdemeanors or designated person misdemeanors.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this

Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

MORROW COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Sam Zeigler per email dated 5/4/21
Assistant Attorney General

EXHIBIT A

**BUDGET SUMMARY
MORROW COUNTY**

**(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)**

EXHIBIT B

MORROW COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
MORROW COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



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

(For BOC Use)
Item #
50

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

Presenter at BOC: Tamra Mabbott
Department: Planning
Short Title of Agenda Item:

Date submitted to reviewers: September 14, 2023
Requested Agenda Date: September 20, 2023

(No acronyms please)

County review and comments on preliminary application for Site Certificate for the Sunstone Solar Project.

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 Letter to Energy Facility Siting Analyst

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 September 14, 2023 Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

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

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

In accordance with Oregon Law, Oregon Department of Energy has asked Morrow County to provide comments on the completeness of the Sunstone Solar Project. See letter dated August 28, 2023, Christopher Clark, Senior Siting Analyst.

Staff has reviewed the preliminary application and has drafted the attached letter for Board consideration.

2. FISCAL IMPACT:

N/A

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

Approve and adopt attached letter.

Attach additional background documentation as needed.



BOARD OF COMMISSIONERS

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

David Sykes, Chair
Jeff Wenzholz, Commissioner
Roy Drago Jr., Commissioner

September 20, 2023

Christopher Clark, Siting Officer
Oregon Department of Energy
550 Capitol Street N.E. 1st Floor
Salem, OR 97301

RE: Morrow County Board of Commissioners Comments on the Preliminary Application for Site Certificate for the Sunstone Solar Project (formerly known as Echo Solar).

Dear Mr. Clark,

Morrow County wishes to emphasize that the Board of Commissioners endorses the advancement of solar energy within the County. The construction of the Sunstone Solar Project will continue to grow and enhance energy production in Morrow County. These developments bring value to farming families and jobs to eastern Oregon.

The specific purpose of this letter is to provide focused comments on various Exhibits included in the preliminary Application for Site Certificate (pASC), and will provide comment to and local interpretation of the Oregon Department of Energy (ODOE) Siting Council Standards, local applicable Ordinances and local interpretation and application of both.

Exhibit K: Land Use

Morrow County acknowledges that Sunstone Solar LLC, the applicant, has satisfactorily addressed all relevant substantive criteria as outlined in Exhibit K. The County does not identify any additional criteria at this time.

Exhibit K includes findings for an exception to Statewide Planning Goal 3 (Farmland protection). Unique to this pASC is an Economic and Agricultural Impact Analysis, developed, in part, to quantify the value of agriculture for purposes of mitigation for the Goal 3 exception. Morrow County agrees with Sunstone Solar's proposal to provide mitigation funds and investment to offset anticipated impacts from the approximately 10,000-acre Sunstone Solar project to the local agricultural economy. The local agricultural economy expects to be indirectly impacted by the proposed facility. The lands proposed for development include approximately 10,000 acres currently in dryland wheat production.

Morrow County has reviewed Land Use Exhibit K section 5.5.1, which includes an exception to Statewide Planning Goal 3, specifically demonstrating that the facility is 'compatible with existing adjacent uses and other relevant factors are met.' The reasons for the exception include reason #4, which states that Sunstone Solar will mitigate its impacts to dryland agriculture.

Morrow County has also reviewed the Economic Impact Analysis included as an attachment to Exhibit K and has reviewed a preliminary list of potential agricultural mitigation projects Sunstone Solar could help to fund through contributions to local agricultural organizations. Morrow County agrees with the agricultural mitigation concept proposed by Sunstone Solar and looks forward to furthering discussions with ODOE and Sunstone Solar to best refine and identify the optimal organizations, projects, and programs to receive funding. Assuming the appropriate funding and investments can be structured and committed by Sunstone Solar, Morrow County anticipates such a mitigation package would address local concerns about impacts to the local agricultural economy and provide sufficient “reasons” for the Siting Council to grant an exception to Goal 3.

Morrow County supports the concept of mitigation for purposes of complying with the Goal 3 farmland exception. However, Morrow County would like additional time to consider the various options and will make a recommendation to ODOE at a later date.

Post-Acknowledgement Plan Amendment

The application includes a Goal exception, technically an amendment to a local comprehensive plan. While County supports the proposed Goal 3 exception, County requests that the applicant file a plan amendment application after the Energy Facility Siting Council issues a final Site Certificate (SC). This will ensure the exception is appropriately incorporated into the County Comprehensive Plan.

Housing

Sunstone has been proactively working with cities and County to encourage the development of new housing and also to encourage development of additional recreational vehicle (RV) parks. Given the number of construction employeesⁱ and the likelihood that construction for other large projects will coincide, Morrow County has some concerns about the ability to absorb the significant demands on housing. County Zoning Ordinance Section 3.010(D)(10) allows temporary RV parking for workforce housing for “power generation facilities” on lands zoned Exclusive Farm Use. County encourages the applicant to consider adding a map of lands that are potential lands for temporary workforce.

Exhibit O: Water Use

Morrow County takes no issue with the currently identified water sources designated for construction and ongoing operation. However, it is essential to acknowledge that should these designated sources become unavailable or insufficient in the future, the County will require the utilization of licensed commercial water sources as a replacement.

Exhibit U: Public Services

The applicant's submission lacks consideration for the significant impact of local weather conditions on traffic safety, particularly concerning increased left-hand turn traffic along Bombing Range Road during construction. Morrow County experiences challenging weather conditions, such as dense fog and freezing fog, frequently during the winter months. These weather phenomena can severely impair visibility and road conditions, which, in turn, may exacerbate the safety risks associated with heightened left-hand turn traffic. Therefore, it is imperative that the applicant revisit its assessment to incorporate a thorough evaluation of the potential implications of adverse weather conditions on traffic safety in the project area.

Further, we advise the applicant to work with Morrow County Public Works to address safety concerns related to increased left-hand turn traffic on Bombing Range Road (primary haul route) during construction, especially considering the impact of local weather conditions like winter fog/freezing fog. This collaboration is essential for implementing effective safety measures and traffic management strategies to ensure the safety of all road users.

We acknowledge this exhibit includes reference to a Road Use Agreement which we support and expect to be adopted by Morrow County prior to construction.

Thank you for the opportunity to comment on the Sunstone Solar Project’s preliminary Application for Site Certificate (pASC). Please direct questions about these comments to Planning Director, Tamra Mabbott at 541-922-4624, or tmabbott@co.morrow.or.us or to Public Works Director, Eric Imes at 541-989-8584 or eimes@co.morrow.or.us.

Sincerely,

David Sykes
Chair

Jeff Wenholz
Commissioner

Roy Drago Jr.
Commissioner

Cc: Erik Imes, Public Works Director
Corey Sweeney, Weed Supervisor

ⁱ “Sunstone Solar Project Economic and Agricultural Impact Analysis,” ECONorthwest, June 2023 estimates is combined construction of 440 workers at peak.



Oregon

Tina Kotek, Governor



550 Capitol St. NE
Salem, OR 97301
Phone: 503-378-4040
Toll Free: 1-800-221-8035
FAX: 503-373-7806
www.oregon.gov/energy

To: Tamra Mabbott, Morrow County Planning Director

From: Christopher M. Clark, Senior Siting Analyst
Email: christopher.clark@energy.oregon.gov
Phone: (503) 871-7254

Date: August 28, 2023

Re: Request for Comments on the preliminary Application for Site Certificate for the Sunstone Solar Project

Attachments:

1. Facility Site and Vicinity Map
2. Table of Exhibits and Suggested Reviewing Agencies
3. Sample Comment Form

Facility Name: Sunstone Solar Project

Applicant: Sunstone Solar, LLC, a subsidiary of Pine Gate Renewables, LLC

Review Status: Preliminary Application for Site Certificate was received on August 8, 2023. ODOE is seeking comments on completeness.

Comment Deadline: Thursday, September 28, 2023

Introduction:

In accordance with ORS 469.350, 469.504(5), OAR 345-015-0180 and 345-021-0050(4), the Oregon Department of Energy (Department), as staff to the Energy Facility Siting Council (Council), requests that Morrow County identify provide comments on the completeness of the preliminary Application for Site Certificate for the Sunstone Solar Project (pASC), and identify any applicable substantive criteria from Morrow County's local comprehensive plan and land use regulations that may apply to its review.

The Sunstone Solar Project is a proposed energy facility that, if approved, would include a solar photovoltaic energy generation facility with a nominal generating capacity of up to 1,200 megawatts (MW) and related or supporting facilities including a distributed battery energy storage system with up to 7,200 megawatt hours of capacity, substations, operations and maintenance buildings, and other structures.

The facility would occupy up to 9,442 acres (15 sq. miles) within a proposed 10,960 acre (17 sq. mile) site located in unincorporated Morrow County, adjacent to Highway 207 approximately 4 miles west of Butter Creek Junction and 15 miles northeast of Lexington. The site consists entirely of privately owned land zoned for Exclusive Farm Use and is currently used primarily for dryland wheat production.

The pASC and other information about the proposed facility is available at: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/ESP.aspx>

A map of the proposed site boundary and surrounding area is included as Attachment 1. An online map is available at: <https://tinyurl.com/ODOE-SSP-GIS>. Shapefiles of the facility site boundary are available upon request.

Due to the size and location of the proposed facility, the applicant must obtain a site certificate from the Council before it may construct or operate the facility. The applicant has also elected to obtain a determination of compliance with local land use regulations directly from the Council under ORS 469.504(1)(b). Additional information about the EFSC review process is provided below. Under ORS 469.480(1), the Council must designate the governing body of any local government within whose jurisdiction an energy facility is proposed to be located as a Special Advisory Group (SAG). Because the facility is proposed to be sited in Morrow County, the Council appointed the Morrow Board of Commissioners as a Special Advisory Group during the review of the Notice of Intent for this project. In comments on the NOI dated July 27, 2022, the Board of Commissioners designated you, Tamra Mabbott, as the contact person assigned for the review of the application.

Information Requested:

As required by the Council's rules, the pASC is organized into exhibits addressing various resources and potential impacts. The applicant's land use evaluation is provided in Exhibit K. A table listing all the exhibits, along with identification of the applicable reviewing agencies that may have jurisdiction or expertise regarding their contents, is included in Attachment 2. While the Departments specially requests the County's comments regarding Exhibit K, the County is encouraged to review and comment on any other exhibits of interest, such as Exhibit E (Permits), Exhibit R (Scenic Resources), Exhibit T (Recreational Opportunities), Exhibit U (Public Services) and Exhibit V (Wildfire Risk).

As the Special Advisory Group for the review of the facility, the Morrow County Board of Commissioners will be asked to perform several important functions during the Council's review of the application. The first critical task is to review the applicable substantive criteria addressed by the applicant in Exhibit K of the pASC and determine if all the appropriate criteria have been included. Please review Exhibit K and provide the following information:

1. A statement of whether Exhibit K addresses all applicable substantive criteria for the facility, and if not, identification of any additional criteria that must be assessed.

Applicable substantive criteria include any standards, criteria, or requirements from the County's comprehensive plan and land use regulations that are required by the statewide planning goals the County would apply to review the facility components proposed in the pASC in the absence of a Council proceeding. Applicable substantive criteria must have been in effect on August 8, 2023, the date the pASC was submitted, to be considered in the Council's review process.

2. Identification of any Land Conservation and Development Commission administrative rules, statewide planning goals, or land use statutes that would apply directly to the facility under ORS 197.646(3) that are not addressed in the pASC.
3. Copies of any relevant chapters of the County's development codes, zoning ordinances, and comprehensive plan in effect as of August 8, 2023. The County may also provide documentation of any interpretations of the applicable substantive criteria or directly applicable rules and statutes.
4. A description of any other issues of concern for the County raised by the pASC.
5. If responses are provided by the Planning Department on behalf of the Board of Commissioners, please document the Board's concurrence either with a written statement from the Board or by including a statement that the comments are "provided on behalf of the Morrow County Board of Commissioners."

When providing comments to the Department, please explain in detail any additional information that the application should contain so that a determination can be made regarding the proposed facility's compliance with the applicable substantive criteria, as well as any other applicable standards, statutes, administrative rules, or ordinances. Please also describe the status of applications for permits, if any, that the applicant has submitted to the SAG and that are necessary for the construction and operation of the proposed facility.

Please send your comments to me at the contact information provided above, no later than **Thursday, September 28, 2023**. If you require additional time, please let me know as soon as possible. Please note that if you do not respond to this request by the deadline above, the Department will assume that the applicable substantive criteria identified in the County's July 27, 2022, comment letter on the NOI continue to apply to the facility. A sample response memo and comment table template are included as Attachment 3 for your convenience; however, please feel free to provide comments in whatever format works best for you.

Cost Recovery:

Costs incurred by the County during its review of the pASC and ASC may be reimbursable through the County's Intergovernmental Agreement (IGA) with the Department. The Department's records indicate that the County and Department have a current executed IGA in place. If you have questions about your Intergovernmental Agreement or how or what type

of work may be reimbursed contact Department's Fiscal Analyst Sisily Fleming at sisily.fleming@energy.oregon.gov or 503-559-7081.

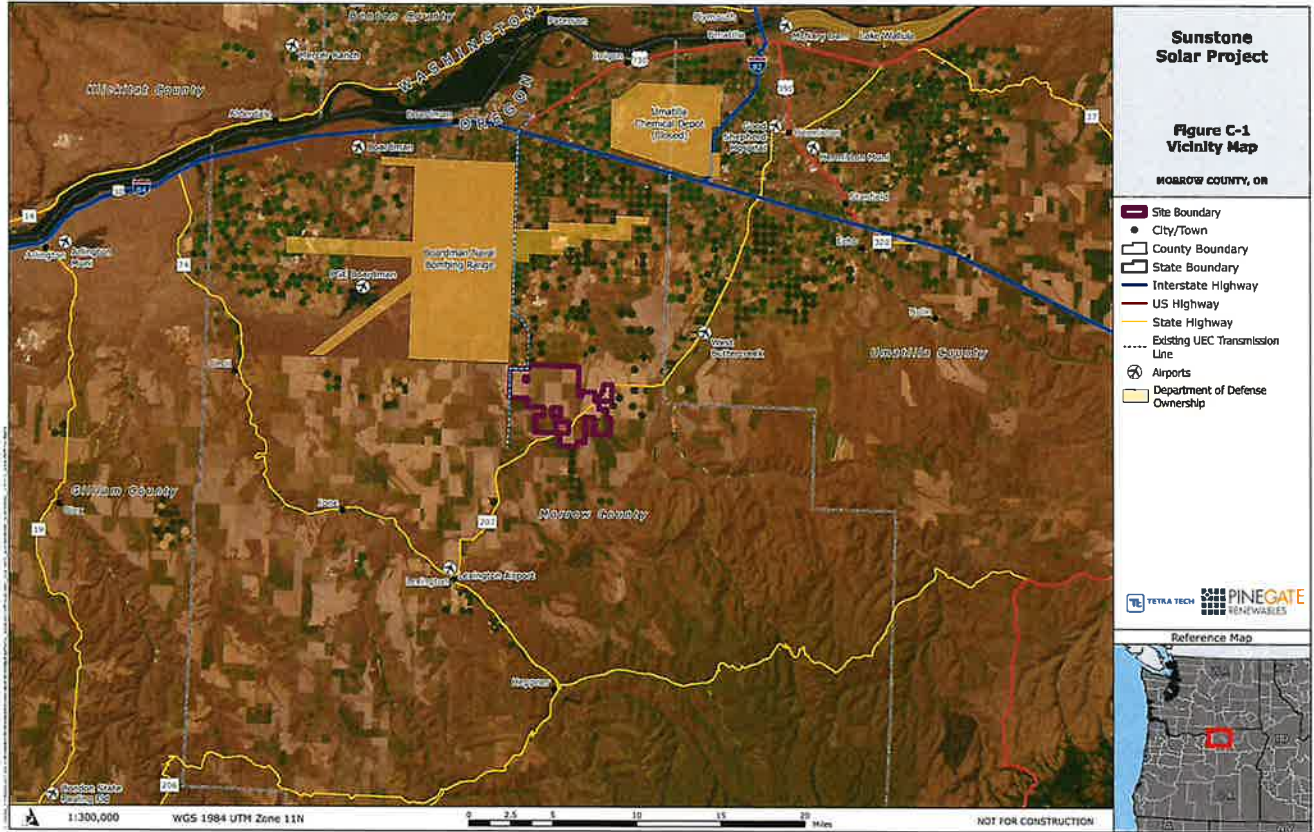
EFSC Review Process:

To obtain a site certificate, the applicant must demonstrate that the proposed facility meets the Council's standards established under OAR Chapter 345, Divisions 22 and 24, as well as all other applicable state statutes and rules, and local ordinances and land use regulations. The Application for Site Certificate (ASC) must contain sufficient evidence for the Council to make findings and impose conditions of approval to make findings of compliance with all applicable laws, rules, standards, and ordinances. Until the Department determines that the application contains sufficient evidence and is complete, it is a preliminary Application for Site Certificate (pASC). The Department is required to coordinate with affected state agencies and local governments and interested tribes in making its determination of completeness.

When the application is determined to be complete, the County will have another opportunity to provide additional comments on the ASC, to review any additional information provided by the applicant in response to a reviewing agency comment, and to aid in the Department's preparation and issuance of a Draft Proposed Order (DPO), which contains the Department's initial recommendation to Council on whether each applicable standard, law, or rule is met. After issuance of the DPO, the Department will open a public comment period and schedule a public hearing on the ASC and DPO. The public hearing will be held in the vicinity of the proposed facility. The County may provide additional comments on the DPO at that time. A person must comment on the DPO in order preserve the right to participate as a party, limited party, or interested agency in the contested case proceeding and any subsequent appeal of the Council's final decision.

Following the public hearing on the DPO and EFSC review, the Department will issue a Proposed Order, the Department's second recommendation to Council on whether each applicable standard, law, or rule is met, taking into consideration all comments received on the record of the DPO. As stated above, the Proposed Order is subject to an automatic contested case proceeding. Following the contested case proceeding, the Council will issue its Final Order, which is subject to judicial review by the Oregon Supreme Court under ORS 469.403.

Attachment 1. Facility Site and Vicinity Map



Attachment 2. List of pASC Exhibits and Suggested Reviewing Agencies

Exhibit	Exhibit Title	Review Agencies
A	Applicant Information	All
B	Project Description	All
C	Project Location	All
D	Organizational Expertise	All
E	Permits Required	All
F	Adjacent Property Owners and Addresses	SAG
G	Materials Analysis	SAG, Local Governments, DEQ, OSFM
H	Geological and Soil Stability	DOGAMI, ODA
I	Soil Conditions	SAG, DLCD, DEQ, ODA, ODFW
J	Wetlands and other Jurisdictional Waters	DEQ, DSL
K	Land Use	SAG, DLCD, ODA
L	Protected Areas	DEQ, ODFW, SHPO, ODA, ODF, ODOT, OPRD, SHPO
M	Financial Capability	PUC
N	Non-Generating Facility Need	Not Applicable
O	Water Use	SAG, Local Governments, DEQ, OWRD
P	Fish and Wildlife Habitats and Species	ODFW
Q	Threatened and Endangered Plant and Animal Species	ODA, ODFW
R	Scenic Resources	SAG, Local Governments, DLCD, ODOT, OPRD
S	Historic, Cultural, and Archeological Resources	SAG, SHPO
T	Recreational Opportunities	SAG, Local Governments, ODFW, OPRD
U	Public Services	SAG, Local Governments, ODOT
V	Wildfire Risk	SAG, Local Governments, ODF, OSFM
W	Solid Waste and Wastewater	SAG, Local Governments, DEQ
X	Site Restoration	SAG, ODFW, PUC
Y	Noise	DEQ, ODFW
Z	Evaporative Cooling Towers	Not Applicable
AA	Electric Transmission Line EMFs	SAG, Local Governments, PUC
BB	Other Information	DEQ, ODF
CC	Other Applicable Statutes, Rules, and Ordinances	All
DD	Specific Requirements	Local Governments, ODA, PUC

Attachment 3: Sample Comment Form

TO: Christopher Clark
Oregon Department of Energy
550 Capitol St N.E., 1st Floor
Salem, OR 97301

FROM: [Name, Title]
[Agency]
[Street Address]
[City, State Zip Code]
[Phone #]
[Email]

DATE: [Date]

RE: Morrow County Board of County Commissioners Comments on the Preliminary Application for Site Certificate for the Sunstone Solar Energy Facility

General Comments: [Include general comments here.]

Specific Comments: [If there are comments or edits related to a specific location, please include in the comment table below. Please utilize the table format on the following page—this will allow easier collating of comments from multiple agencies on any particular exhibit. Insert additional rows as needed—the header rows and footer should automatically repeat on each additional page.]

Please note the applicable permits, statutes, rules, regulations and ordinances of interest (see Exhibit E, Exhibit BB, Exhibit CC) and include in your comments whether you need additional information to review the application for compliance with those statutes, rules or ordinances. If the applicant will need permits from you, please describe the current status of permit applications, if any have been received.



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

(For BOC Use)
Item #
5d

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: CREZ / County Counsel
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 9/20/2023

R-2023-23: Resolution Approving Property Tax Exemption granted by Columbia River Enterprise Zone 3

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

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Columbia River Enterprise Zone 3 Board (represented by Morrow County Board of Commissioners, Port of Morrow, and City of Boardman) previously voted to approve an enterprise zone agreements Lamb Weston, Inc. For Long-Term Rural Enterprise Zones (LTREZ), ORS 285C.403(3)(a) requires the adoption of the resolution approving the tax exemption by the Board of Commissioners, and OAR 123-690-2100 requires city and county resolutions are required before the business firm is certified.

2. FISCAL IMPACT:

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

Motion to approve resolution R-2023-3.

Attach additional background documentation as needed.

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

IN THE MATTER OF APPROVING AN AGREEMENT)
BETWEEN THE SPONSORS OF THE COLUMBIA) RESOLUTION NO. R-2023-23
RIVER ENTERPRISE ZONE III & LAMB WESTON, INC.)

WHEREAS, Morrow County, the Port of Morrow and the City of Boardman are Sponsors of the Columbia River Enterprise Zone III; and

WHEREAS, the Columbia River Enterprise Zone III was originally established in 2020 pursuant to Oregon Revised Statute (ORS) 286C.045, *et seq.*; and

WHEREAS, the Columbia River Enterprise Zone III is governed by an Intergovernmental Agreement dated January 27, 2021, to create the CREZ III Board as an intergovernmental entity to govern, supervise, manage, and implement the operations of the Zone when a project lies within the City of Boardman's area of influence; and

WHEREAS, the Columbia River Enterprise Zone III Board has negotiated with Lamb Weston, Inc. for extended abatement under the Long-Term Rural Enterprise Zone requirements outlined in Oregon Administrative Rule Chapter 123 Division 690; and

WHEREAS, the Columbia River Enterprise Zone III Board and Manager have executed the Agreement (Attachment A); and

WHEREAS, Lamb Weston, Inc., has submitted the necessary application to the Columbia River Enterprise Zone Manager.

**THE MORROW COUNTY BOARD OF COMMISSIONERS RESOLVES AS
FOLLOWS:**

To support the Agreement as negotiated by the Columbia River Enterprise Zone III Board with Lamb Weston, Inc. as described in Attachment A, by signing this statutorily required Resolution (ORS 285C.403(3)(a) and OAR 123-690-2100). This Resolution shall be effective immediately.

Dated this 20th day of September 2023.

**BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

Approved as to Form:

Justin Nelson, Morrow County Counsel
OSB #074460

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE ABATEMENT

This agreement for Long-Term Rural Enterprise Zone Tax Abatement ("Agreement") is executed by the COLUMBIA RIVER ENTERPRISE ZONE III BOARD ("CREZ III Board"), representing the entities PORT OF MORROW ("Port of Morrow"), MORROW COUNTY ("Morrow County"), and CITY OF BOARDMAN ("City of Boardman"), all units of local government within the State of Oregon, and Lamb Weston, Inc. (the "Company"). Morrow County and the Port of Morrow are referenced collectively in this Agreement as the "Sponsors." Morrow County, Port of Morrow, and City of Boardman are referenced collectively in this Agreement as the "Board Entities." In this Agreement, the CREZ III Board, each of the Board Entities, and the Company are sometimes individually referenced as a "Party" and collectively referenced as the "Parties".

RECITALS

The Sponsors have established the Columbia River Enterprise Zone III pursuant to Oregon Revised Statutes (ORS) 285C.045, *et seq.*

With the aid of tax incentives from the Board Entities, the Company, either directly or through an affiliate, intends to invest approximately \$230,000,000.00 in the Columbia River Enterprise Zone III by building and modernizing the Company's potato processing facility ("Facility"), further described in Section I of this Agreement.

The Facility is located within the City of Boardman's area of influence.

The Board Entities have entered into an Intergovernmental Agreement ("IGA") dated January 27, 2021, to create the CREZ III Board as an intergovernmental entity to govern, supervise, manage, and implement the operations of the Zone when a project lies within the City of Boardman's area of influence.

The Company has previously made significant investments in the Zone that have contributed to long-term economic and employment benefits in the Zone.

The Company and the CREZ III Board desire to enter into this Agreement whereby the Company will continue to make investments in the Zone.

The Company has timely and properly filed the Oregon Form OR-AP-CERT, Oregon Enterprise Zone Certification Application – Long Term Rural Tax Incentive, 150-310-073 ("Application") with respect to the Facility.

The Company must execute a first-source hiring agreement pursuant to ORS 285C.215 providing for the creation of new permanent jobs in Morrow County.

NOW, THEREFORE, in recognition of the foregoing recitals, in consideration of the covenants contained herein, and in accordance with ORS 285C.400 through 285C.420, the Parties hereby agree as follows:

AGREEMENT

- I. **The Facility:** The Facility is located on Lots 1, 2, & 3 of Block 2, Port of Morrow Food Processing Park, City of Boardman. Facility situs address is 600 Columbia Avenue NE, Boardman, OR 97818.
- II. **Exemption of the Facility:** The CREZ III Board and the Board Entities jointly acknowledge and agree that, upon approval of the Company's Application, and upon certification by the CREZ III Board and the Morrow County Assessor, and conditioned upon the satisfaction of other requirements under ORS 285C.400 through 285C.420 and this Agreement, the Facility will be exempt from ad valorem property tax on the Facility as provided in ORS 285C.409(1). To the maximum extent permitted by law, the property tax exemption granted by this Agreement shall apply to the real property improvements, personal property improvements, and tangible and intangible personal property (excluding land, as set forth in ORS 285C.409(5)(a)) comprising or installed, constructed, added or otherwise placed at the Facility site, as set forth in ORS 285C.409 and Oregon Administrative Rules (OAR) 123-690-0100(2).
- III. **Term of Exemption:** Pursuant to ORS 285C.409(1)(c) and conditioned upon the satisfaction of other requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility will be exempt from ad valorem property tax as follows:
 - A. For the first tax year following the calendar year in which the Company is certified or after which construction of the Facility commences, whichever event occurs later;
 - B. For each subsequent tax year in which the Facility is not yet in service as of the assessment date; and
 - C. For a period of fifteen (15) consecutive property tax years commencing as of the first tax year in which the Facility is in service as of the assessment date (the "Exemption Period"). As used in this Agreement, "in service" shall mean as defined in OAR 123-690-0100(3).
 1. The Company shall notify the Morrow County Assessor upon the Facility's receipt of the permit to occupy and use the Facility for its intended purpose within ninety (90) days of such receipt.
- IV. **Scope of Exemption:** Pursuant to ORS 285C.409(1) and subject to Section II of this Agreement, the Company and its affiliates are entitled to exemption from ad valorem property tax with respect to all qualified property, whether leased or owned and whether tangible or intangible, of the Company and its affiliates used in connection with the development, construction, and operation of the Facility.
- V. **Obligations of the Company:** The Company will comply with the following conditions as authorized by ORS 285C.403(3)(c):
 - A. **Statutory and Administrative Requirements:** The Company agrees to comply with the requirements of ORS 285C.409 and 285C.412(2) and OAR Chapter 123, Division 690, including:

1. **Minimum Facility Investment:** By the end of the year in which the Facility is placed in service, the total investment in the Facility will be approximately \$230,000,000.00.
 2. **Minimum Employment:** The Company will hire and thereafter continue to employ during the term of this exemption at least thirty-five (35) full-time employees at the Facility by the end of the third calendar year following the year in which the Facility is placed in service.
 3. **Minimum Employee Compensation:** The Company agrees that the annual average compensation for all of the Company's employees at the Facility will be at least equal to or greater than one-hundred thirty percent (130%) of the County average annual wage, in accordance with OAR Chapter 123, Division 690. This requirement may be initially met in any year during the first five (5) years after the year in which operation of the Facility begins, and thereafter is met if the annual average compensation for employees at the Facility for the year exceeds the average wage in the County for the year in which the requirement was initially met.
- B. Fee Payments:** No later than November 15 of each calendar year, the Company shall make payment as follows:
1. **Payments:** Commencing the year in which the Company meets the conditions set forth in Section III C, the Company shall submit an annual fee payment of \$1,200,000.00 for fifteen (15) consecutive years to the Morrow County Assessor, with the payee identified as the CREZ III Board.
 2. **Investment in Excess of 105 Percent:** If the Company's investment exceeds one-hundred five percent (105%) of the \$230,000,000.00 provided for herein, the annual payments will increase by a prorated accordingly. For example, if the final investment exceeds this amount by eight percent (8%), the annual payment would also increase by eight percent (8 %).
 3. **Payment Reduction Opportunities:** Subject to the approval of the Morrow County Assessor, the Company may make payments to or for the benefit of charities or non-profit entities that benefit any of the Board Entities or their respective residents ("Charitable Payment"). Any payment due under subsection V.B.1 of this Agreement shall be reduced by the amount of the Charitable Payment, up to a total of \$200,000 per year.
 4. **Future Bonding:** In the event voters approve a bond issue on or after the effective date of this agreement for any taxing district within the consolidated tax area in which the Facility is located, for each year during which the exemption applies the Company shall pay to the Morrow County Assessor, on or before November 15th of each year, an amount equal to one-hundred percent (100%) of the bond tax rate multiplied by the aggregate amount the Company would have been assessed but for the exemption. This amount shall be in addition to any other payments required under this Agreement.
 5. **Permit Fees:** The Company is responsible for paying all standard building permit and other permit fees associated with activities performed

pursuant to this Agreement. If the Company has a choice between obtaining an equivalent permit, license, or similar approval from a local governmental entity or a state entity, the Company shall obtain the permit, license, or similar approval from the local governmental entity.

- VI. Obligations of Sponsors:** Sponsors will comply with the following conditions:
- A. Resolutions:** Prior to executing this Agreement, and as a condition therefor, the respective governing bodies of the County and the City agree to adopt resolutions authorizing the tax exemption pursuant to ORS 285C.403(3)(a) and approving and authorizing the execution of this Agreement.
 - B. Certification:** Within thirty (30) days of satisfaction of the criteria set forth under ORS 285C.403(3), the CREZ III Board and the Morrow County Assessor will approve and countersign the application submitted by the Company, thereby certifying the Company as eligible for the property tax exemption contemplated by this Agreement.
 - C. Tax Exemption:** CREZ III Board and Zone Sponsors hereby set the period of the property tax exemption for purposes of ORS 285C.409(1)(c) to be fifteen (15) consecutive years.
 - D. Sponsor Support:** Sponsors agree to support the Company in the Company's efforts to qualify for and obtain other tax incentives in connection with the Facility, including by promptly executing such letters or other documentation of support as may be reasonably requested by the Company, but Sponsors make no warranty with regarding the outcome of such efforts by the Company.
- VII. Termination:** Either party may terminate this Agreement as follows:
- A. By the Company:** If any condition contained in the Agreement fails to be satisfied for any reason, the Company may elect to terminate this Agreement by delivery of written notice of termination to Sponsors. Upon delivery of such notice this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the effective date of termination.
 - B. By CREZ III:** If the Company fails to make any payment required under this Agreement within thirty (30) days of the date such payment is due, or fails to fulfill any other obligation of this Agreement, Sponsor shall provide a written notification of termination to the Company, specifying the nature of the default. If the Company fails to cure the default within sixty (60) days following the date of delivery of such notice, or by such later date as specified by the Sponsors, this Agreement shall terminate. Upon the effective date of termination, this Agreement shall be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the effective date of termination. Notwithstanding the foregoing, Sponsor may not terminate the Agreement if the Company's failure to pay is due to Sponsor's error.
 - C. Mutual Termination Right:** The parties may terminate this Agreement at any time upon mutual written agreement.

VIII. Miscellaneous Provisions:

- A. **Effective Date:** This Agreement becomes effective on the date it has been signed by all of the Parties.
- B. **Assignment:** Upon written notice to all other Parties and upon written acceptance by the assignee, the Company may assign, its rights and obligations under this Agreement to a new entity without any further consent of Sponsor(s).
- C. **Amendment:** This Agreement may be amended only by a written document signed by all Parties.
- D. **Waiver:** No waiver will be binding on a Party unless it is in writing and signed by the Party granting the waiver. A Party's waiver of a breach of a provision of this Agreement will not constitute a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- E. **Severability:** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- F. **Governing Law:** This Agreement is governed by the laws of the State of Oregon without giving effect to any conflict-of-law principles.
- G. **Venue:** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Morrow County, Oregon. Each Party hereby consents and submits to the jurisdiction of any local, state, or federal court located therein.
- H. **Attorney's Fees:** If any action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- I. **Entire Agreement:** This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter contained herein.
- J. **Signatures:** This Agreement may be signed in counterparts. A faxed or emailed transmission of a signature page will be considered an original signature page. At the request of a Party, in addition to a faxed or emailed signature page, the other Party will deliver an original signature page to the requesting party.
- K. **Notices:** All notices and communications relating to this Agreement shall be in writing and shall be personally delivered or sent registered or certified mail,

return receipt requested, or delivered by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered; three (3) business days after mailing if sent by regular mail, and one (1) business day after dispatch by express courier, to the following addresses:

If to Company:

Lamb Weston Inc.
PO Box 1900
Pasco, WA 99302

If to CREZ III Board & Board Entities:

CREZ III Board
Greg Sweek, Manager
PO Box 247
Heppner, OR 97836


If to Morrow County Assessor:

Morrow County Assessor
PO Box 247
Heppner, OR 97836

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the date shown below.

Columbia River Enterprise Zone III

Dated this 5 day of Sept., 2023.



David Sykes, Vice Chair

Attest:


Greg Sweek, CREZ III Manager

Lamb Weston, Inc.

Dated this 1st day of September, 2023.



Mark D. Wynn
Vice President, Tax



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

(For BOC Use)
Item #
5e

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

Presenter at BOC: Matthew Jensen

Date submitted to reviewers: 09/13/2023

Department: Administrative

Requested Agenda Date: 09/20/2023

Short Title of Agenda Item: Job Description, Community Development Director
(No acronyms please)

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

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

Tamra Mabbott 9/14/23 Department Director Required for all BOC meetings
Matthew Jensen 9/18/23 County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Lindsay Grogan 9/14/23 Human Resources *If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Board of Commission had questions about a job description proposed during the compensation study. Namely, the Planning Director was identified as performing duties beyond what is normal for that position in comparable settings and that a better fit would be the title of Community Development/Planning Director. While approved in the budget process, the timing of the compensation study report didn't provide a complete vetting by the BoC on this issue.

Past practices in Morrow County muddy the understanding of the role of a Community Development Director and the Planning Director. In 2019, a Community Development Director was hired that would lead the planning department as well as "Economic Development programs". The Loop and Morrow County Fair were grouped under this umbrella. At the same time, the County worked to hire a Planning Manager to assist the Community Development Director. However, a change in direction during that process led to the creation of a Planning Director position being created and hired. This created a dual role and mixed leadership based on the job descriptions. Later, the Community Development Director was let go and the Planning Director assumed many of the non-planning activities that were originally under the Community Development Director.

To clarify roles, it is proposed that the Community Development Director be the head of the Community Development Department. A revised job description is attached that outlines the strategic nature of the position. Serving as Planning Director is required by ORS. The new title would oversee planning, building permits, code enforcement, tourism, and environmental quality issues for the County. The Loop and County Fair would be under the direction of the County Administrator for the time being.

2. FISCAL IMPACT:

No fiscal impact. This is a job description/classification clarification and no salary increase is anticipated with the change.

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

Proposed Motion - "Move to replace the job description of Planning Director with the revised job description for Community Development Director. Authorize staff to update other job descriptions to reflect Community Development department."

Attach additional background documentation as needed.



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Nov 2019, Sep 2023
Position Title: Community Development Director
Department: Community Development Department
Supervisor: County Administrator

Position Summary: This a highly visible executive management position providing leadership, direction, and general administrative oversight to the Community Development Department and employees responsible for the community's growth management planning process, including citizen involvement, the development and update of the County's comprehensive plan, zoning and land use ordinances, environmental protection regulations, and development codes and policies. Also responsible for the County's integrated development review processes and code enforcement as well as housing, neighborhood, and community development activities. Work involves significant community engagement and public involvement with elected officials, citizens, neighborhood groups, and other governmental entities. As a member of the County's senior management team, collaborates with the County Administrator, Board of Commissioners, and other County departments on strategy and policy to ensure that the County's mission and core values are incorporated into operational activities and services.

Supervisory Responsibilities: Department Head

Job Duties/Responsibilities:

- **Statutory:** Act as the County's Planning Director per ORS 215.042.
- **Supervisory Duties:** Provide direct supervision and management of the County's Community Development Department. Manages the County's services for Tourism, Code Enforcement, Building Inspections, and Environmental Quality.
- **Strategic Planning:** Works with elected officials, Planning Commission, advisory boards, County department heads, and other agencies and jurisdictions to develop long-range strategic approaches, goals, and plans for growth management, environmental protection, community preservation and revitalization, and citizen involvement in planning processes. Facilitates and promotes ongoing research into

new approaches and trends, and recommends implementation of programs to assist elected officials and the community plan for the future

- Land Use Planning, Zoning, and Development Regulations: Oversees the comprehensive planning process work of the County. Directly or through staff sees to the update and regular maintenance of the Comprehensive Plan, zoning and development codes and regulations to implement the Plan, and the review and enforcement of permitting and compliance processes under these regulations. Ensures these are consistent with the County's goals and objectives and comply with law. May be assigned signatory responsibility for building, design, or other development proposals and/or permit applications. Represents the Department before review and approval bodies.
- Citizen Involvement and Communications: Directs planning and presentation of public involvement programs for neighborhood and community-wide issues and planning processes. Oversees work plans and staff assignments to facilitate efficient and meaningful public involvement and policy direction related to development and planning. Provides for County-wide citizen communication to disseminate information on Community Development projects and processes. Provides for staff support of the Planning Commission and other boards and commissions related to the work of the Department.
- Personnel Management: Develops and maintains a workforce committed to, and with highly developed competencies in, customer service, results orientation, and teamwork. Directly or through managers, appoints, supervises, provides for training and development, manages performance and ensures accountability of Department employees. Oversees the creation and implementation of diverse work programs. Ensures compliance with County-wide and Department policies, and State and federal laws and regulations.
- Policy Development: Develops, recommends, and oversees the administration of Department policies and guidelines. Maintains currency of policy and practice with the organizational needs of the County and with applicable County code, State and federal laws.
- Fiscal and Business Management: Ensures the financial well-being of the Department by establishing cost control measures and monitoring all fiscal operations of the Department. Prepares annual budget and justifies budget requests and amendments. Projects and procures revenues and funding for the work of the Department, including management of permitting fees and funds and accessing federal and State funding sources. Ensures the efficient and economical use of Departmental funds, manpower, materials, facilities and time.

- Senior Management Team: Provides information and advice to the County Administrator and Board of Commissioners on strategic planning and accomplishment of County goals and objectives. Participates in organization-wide strategic planning. Coordinates the Department's activities with those of other County departments and offices to ensure a consistent approach towards common projects and interests and the cost-effective delivery of services.
- Other Duties: The duties outlined in this description are not all inclusive and additional duties and tasks will be assigned as required.

Qualifications:

- Education: Bachelor's degree in planning, landscape architecture, geography or a related field. Master's degree preferred.
- Experience: Three years of experience with a Master's degree; or five years of experience with a Bachelor's degree preferably in a city, county or other planning office which includes two years supervisory or management experience, Equivalent - or any satisfactory equivalent combination of education, experience, and training.
- License: Valid Oregon Driver's License
- Certification: AICP certification preferred

Skills/Abilities:

- Equipment used: Personal computer, telephone, copy machine, fax machine, personal electronic devices and other office equipment, automobile.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.
- Knowledge of land use planning procedures, regulations and processes.
- The ability to establish effective working relationships.
- Ability to read, understand, and effectively apply complex rules and regulations, including local ordinances and state statutes.
- Ability to work in an efficient and timely manner to meet statutory timelines.
- Effective use of oral and written communication in the performance of duties and responsibilities.
- Ability to respond appropriately with difficult, uncomfortable and controversial situations.
- Ability to exercise independent judgment.
- Ability to learn and implement County procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

- Demonstrated knowledge of economic development principles. Certification as Oregon Economic Development Association (OEDA) Economic Development Professional preferred.
- Understanding of local, state and federal economic development programs.
- Understanding and experience with grant writing/management related to planning, economic development, infrastructure and other special projects.

Essential Job Functions:

Working Environment: Work is performed primarily in County offices and may include travel to other county facilities or within the state for training. While performing this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate.

Physical:

- Ability to sit for extended periods of time while viewing a computer monitor and operating a keyboard.
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 40 pounds occasionally.
- The ability to walk on uneven surfaces and/or drive on rough terrain.

Mental:

- Efficient written and oral communication skills
- Observe and interpret situations and data
- Analyze and solve complex problems.
- Use mathematical reasoning.
- Perform highly detailed work under challenging and intensive deadlines
- Ability to handle stressful situations when interacting with the public, Officials, and County employees.
- Ability to maintain confidentiality.

ADA Statement:

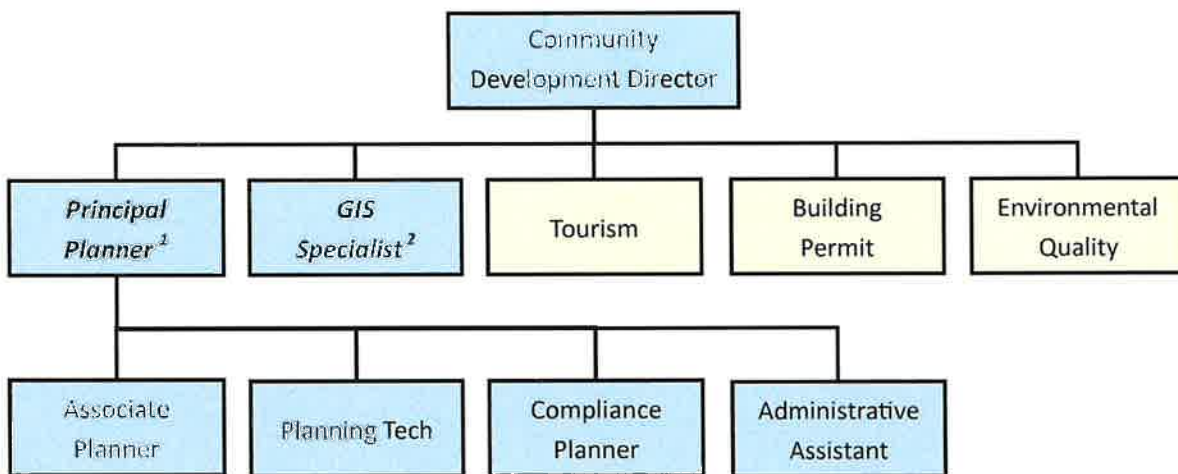
Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date

Proposed Community Development



NOTES

- Full-time employee

- Contracted services

¹ - Currently approved but not filled position

² - Anticipated classification request for FY2025

5F

From: Margarette Craig <mcraig@union-county.org>
Sent: Thursday, September 7, 2023 11:21 AM
To: David Sykes; Jeff Wenholz; Roy Drago Jr.
Subject: EOCA Dues

September 7, 2023

Dear Commissioners

The Eastern Oregon Counties Association (EOCA) is an intergovernmental organization formed in 2011 by six regional counties in Oregon. It has since grown to include thirteen counties east of the Cascade Mountain Range. EOCA represents the common concerns of its member counties with respect to state and federal policies, regulations, and federally managed lands. It is governed by member county commissioners and judges who serve as its board of directors. EOCA is funded by an annual membership assessment, based on common priorities and needs, which are determined by its members.

The association's dues structure is based on a small percentage of all Payment in Lieu of Taxes (PILT) funds received from the United States Department of Interior. EOCA members approved four membership tiers for the 2020-21 fiscal year, which are based on PILT payments from 2019. Membership dues are determined by the following:

- TIER 1 [PILT received in excess of 2 million dollars]: \$12,500 membership.
- TIER 2 [PILT received between 1 and 2 million dollars]: \$10,000 membership.
- TIER 3 [PILT received between \$500,000 and \$999,000]: \$7,500 membership.
- TIER 4 [PILT received under \$500,000]: \$2,500 membership.

All members receive the same benefits regardless of membership dues amount paid. This dues structure was designed to be equitable and engage as many counties as are interested.

The biggest benefit to membership in the EOCA is strength in numbers. By uniting as counties, we are more likely to achieve success when pursuing our mission to advocate for those who live, learn, and work in eastern and central Oregon counties.

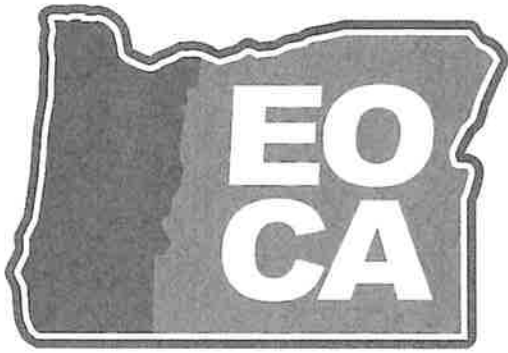
In addition to basic membership, you can opt to support additional interests of the Eastern Oregon Counties Association. Current opportunities include the Blue Mountain Intergovernmental Council (BIC) and the Eastern Oregon Economic Summit.

There has never been a more critical time for central and eastern Oregon to unite on issues that affect our counties. It is our combined strength that will allow us to advocate more effectively for constituents east of the Cascades. Your voice matters. We invite you to join us.

Sincerely,
Paul Anderes
Union County Commissioner, EOCA Chair

Susan Roberts
Wallowa County Commissioner, EOCA Co-Chair

*Margarette Craig
Coordinator
Eastern Oregon Counties Assn.*



Eastern Oregon Counties Association

Membership Invoice

Date: 31 August, 2023

Invoice: T4-20230011

Payment Due: 30 September 2023

Morrow County

110 N Court St
Heppner, OR 97836

In addition to basic membership, you can opt to support additional interests of the Eastern Oregon Counties Association. Current opportunities include the Blue Mountain Intergovernmental Committee (BIC) and the Eastern Oregon Economic Summit.

DESCRIPTION	AMOUNT	COMMITMENT AMOUNT
Basic Membership (FY 2023-2024)	\$ 2,500	\$ 2,500
Blue Mountain Intergovernmental Committee (optional)	\$ 5,000	
Eastern Oregon Economic Summit (optional)	Suggested Contribution \$ 1,000 to \$ 5,000	
	TOTAL	

Please submit check payment along with a copy of this invoice to:

UNION COUNTY
EOCA
1106 K. Avenue
La Grande, OR 97850



To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: September 20, 2023
RE: Monthly Planning Update

Mission Statement

Morrow County Planning Department provides guidance and support to citizens for short term and long-range planning in land use, to sustain and improve the county's lands for future generations. Our goal is to foster development where people can live, work & play.

Planning Commission held their regular meeting on August 29th, including one public hearing and two works session items. Planning staff presented a summary of legislative changes. See attached spreadsheet. Based on commission comments staff have begun working on code updates which will include general code changes as well as updates based on state legislation.

Board packet and all of the application materials are posted on the department website.

<https://www.co.morrow.or.us/planning>

<u>Planning Permits</u>	<u>August 2023</u>
Zoning Permits	5
Land Use Compatibility Reviews	4
Land Partitions	0
Property Line Adjustments	0
Land Use Decisions	0
Rural Addresses	1
Plan and Zone Amendment	0
Farm Ag Exempt Permit	1

Energy Projects

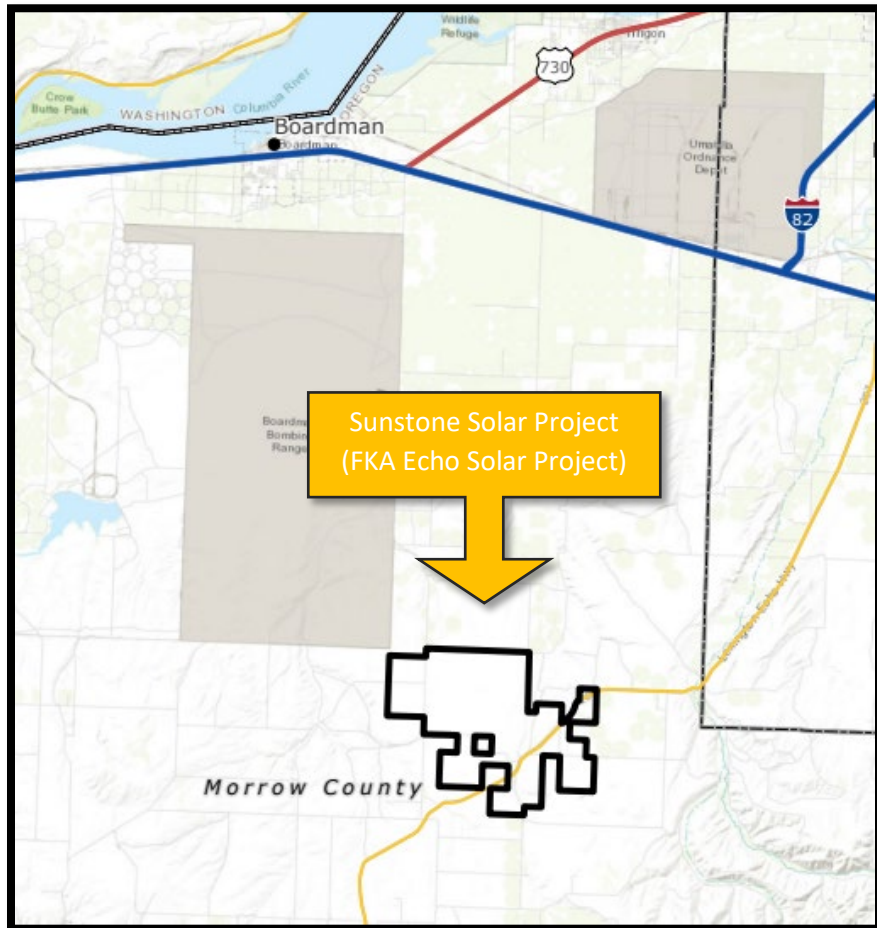
Planning Office has received several inquiries about temporary RV parking for construction workers during construction of renewable energy and transmission line projects. Temporary parking of RV's is permissible, provided the Conditional Use Permit for the project identifies parcels of land and a land owner obtains appropriate land use permits from Planning Department. For more information, interested landowners are encouraged to contact the Planning

Department. Proper siting and permitting is important also to assure fire and police responders can locate the RV's.

Status of energy projects in Morrow County is found here on the department webpage:
<https://www.co.morrow.or.us/planning/page/renewable-energy-1>

Staff had meetings with development teams from Sunstone Solar and Wheatridge Renewable Energy Project East.

Several projects are in various stages of local and state permitting. Staff continue to work on review and coordination with other local agencies, 10 pre-construction reports for the Boardman to Hemingway transmission line project.



Morrow County Heritage Trail

Good news! The Heritage Trail Master Plan has been recommended for funding by the Local Government Grant Program (LGGP) Advisory Committee. The Oregon Parks and Recreation Commission will make a final decision at their September 20th meeting. If awarded, county will begin an update of the Concept 2000 Concept Plan and develop a robust plan to include an assessment of existing conditions, conceptual trail alignment and capital improvement plan design guidelines, policies and procedures and an implementation and funding plan. Public involvement will be vital for this planning effort.

Staff met with consultants at Sea Reach Ltd and discussed a plan moving forward for producing new interpretive panels as well as reviewed physical sites for the updated panels. Initial drafts of the interpretive panels will be reviewed at a county review meeting to allow provision of comments. This meeting will be held November 13, 2023 at 10:00 am in the Don Adams

Conference Room. Metal trail marker signs were refinished and prepped for replacement throughout the trail.

The existing panels can be viewed on the Planning webpage:

<https://www.co.morrow.or.us/planning/page/heritage-trail-panels>

Willow Creek Valley (WCV) Community Development Projects

Staff met with a landowner to discuss a new subdivision and WCV staff to discuss water needs and a proposed well project needed for the east hill in Heppner. A new well and subdivision would be a significant addition to housing supply in Heppner.

Access to Transportation – Rural Transit Equity (RTE) Pilot Project

Eastern Oregon University Rural Engagement and Vitality (REV) staff and faculty, along with Department of Land Conservation and Development staff, presented the project to the Planning Commission. The next and final steps of the project is to distribute the report to stakeholders and then work toward implementation. In addition to adding value to transit, the project was intended to help local governments adapt public involvement techniques to involve historically under-represented populations. That target was met, including robust engagement with non-English speaking members of Boardman and Irrigon communities. Final version of the report will be posted soon on the Planning Department web page.

WATER AND PLANNING ACTIVITIES

Water Advisory Committee

Staff and GSI Water Solutions Inc., are finalizing four Briefing Papers (water quality, quantity and drinking water and special projects in the region). WAC met on September 11th in Irrigon to provide additional input on the Briefing Papers. Next steps will be to schedule a presentation of the Briefing Papers to the Board of Commissioners. The WAC began conversations about projects and policy which will also be presented to Board of Commissioners. Additionally, staff is developing materials about the work of the Water Advisory Committee the department website. Additional materials such as research, reports, data, etc. will be added later.

<https://www.co.morrow.or.us/planning/page/water>

The attached graphic illustrates various stages of efforts related to water in Morrow County.

The relationship of Water and Land Use is a relatively new and emerging consideration for planners. Every local comprehensive plan must address water quantity (Statewide Planning Goal 5) and water quality (Statewide Planning Goal 6). With the work of the WAC, these sections of the Morrow County Comprehensive Plan will likely be updated.

LUBGWMA

Planning Director attended the August 17th full day workshop in Boardman. Meetings and other materials on the LUBGWMA are posted here: <https://lubgwma.org/>

Drinking Water mid- and long-term solutions.

County staff and GSI Water Solutions Inc. are awaiting final review by the Environmental Protection Agency (EPA) for the grant application required to access the \$1.7 million congressional earmark. Ducote Consulting was added to the team to assist with procurement of a consultant. Next steps will include coordination with Umatilla County and procurement of engineering services.

Planning Director coordinated a tour and panel presentation on water for the Eastern Oregon Economic Summit in La Grande, held August 3rd and 4th in La Grande. The tour featured five projects in the Union County place-based plan.

Water Data and Mapping

Staff has secured commitments from Oregon Water Resources Department (OWRD) and Oregon Department of Environmental Quality (ODEQ) for well log and testing data which county which Associate Planner/GIS Planner, Stephen Wreccics will use to develop an enhanced mapping project of the LUBGWMA. The data will allow county to develop and maintain a comprehensive dataset of parcels in the LUBGWMA.

CODE COMPLIANCE

- 5 new complaints- Weed complaint, RV's as dwellings, abandoned vehicles and Garbage.
- 1 complaint- Property has overgrown Noxious weeds on the property.
- 1 complaint- Junk all over property, RV as dwelling
- 1 complaint- RV as dwellings & Abandoned vehicles on the property.
- 1 complaint- RV as dwelling
- 1 complaint – RV as dwelling, damage to the road between properties to provide electricity.
- 2 closed complaints - RV & damage to road, Weeds
- 1 complaint- MCSO went out and spoke to the subjects about the damage to the road, the RV and running electricity from a residence across the road to another property. Property owner corrected the issue while deputy was there. Follow up check, RV is moved and there is no longer damage to the road.
- 1 complaint- Courtesy pictures taken and forwarded to the Morrow County Weed Coordinator.
- Communicating with 20 non-permitted trucking business operations located in residential zone. Looking for property in Boardman area that might be suitable for a truck parking and repair business.
- Conditional use permit/home occupation renewed for another year by the Planning commission. Property owner is in full communication with Compliance planner.
- Other outstanding/ongoing cases – 41

Natural Hazard Mitigation Plan (NHMP) Update Staffing adjustments at Oregon's Department of Land Conservation and Development (DLCD) have slightly affected schedules. Stakeholders are adapting to these modest changes as they work within the revised scheduling framework. Anyone interested in the NHMP Update please contact Stephen Wreccics swreccics@co.morrow.or.us The plan update is scheduled to be complete the first half of 2024.

Other

Planning Director was appointed to the Technical Working Group for the Department of Land Conservation Development Farm and Forest Conservation Program Improvement Plan. The first meeting on August 31st included a review of the historical policy and statutory rules for farm and forest land in Oregon. Working Group recommendations will be forwarded to the Land Conservation & Development Commission in early 2024.

Staff continue to coordinate with teams from AWS for permitting various stages of data center development in Morrow County. Additionally, Public Works, Planning and Legal Counsel are negotiation for road improvements associated with traffic from data centers.

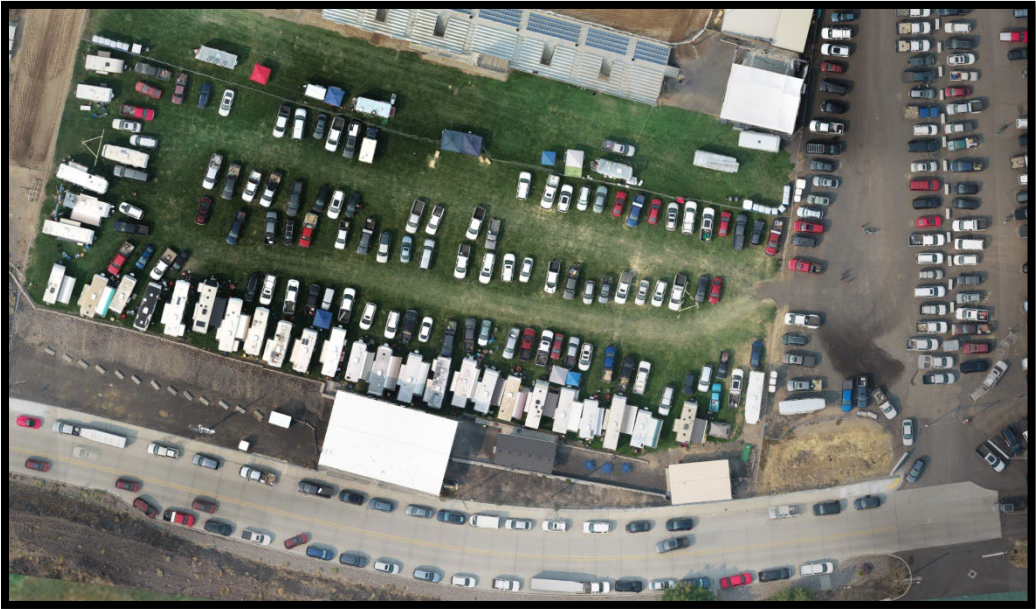


Drone Update

The Planning Department's drone has proven invaluable in several key projects. Firstly, it was instrumental in creating both 2D and 3D maps for the Lexington downtown improvement project. These detailed maps played a crucial role in applying for grant funding by providing a comprehensive visual representation of the proposed changes, aiding in effective communication with stakeholders and identifying the project's potential impacts.



Secondly, the drone was utilized to produce a precise 2D map of Cutsforth Park, which will aid in planning for future snowmobile storage sheds. This map ensures optimal utilization of space for infrastructure planning. Lastly, the drone's 2D mapping capabilities were employed to analyze parking density during the Morrow County Fair/Rodeo.



2023 Land Use Legislation

APPLICATION TO MORROW COUNTY

(9/12/23 rev)

<u>Bill Number</u>	<u>Topic</u>	<u>Plan/Code Section To Be Amended</u>	<u>Morrow County Notes</u>
HB 2001	Oregon Housing Needs Analysis	N/A	Applies to cities pop 10,000+ Morrow County Goal 10 update 2021 Willow Creek Valley HPS in 2023.
HB 3395	Omnibus Housing Bill	1.050 Zoning Permit	<p>Applies to lands in UGBs only; code administered by county in UGBs. Four parcels zoned commercial in Irrigon UGB. Two parcels zoned commercial in Heppner UGB.</p> <p>County may extend deadline 100 days "to ensure sufficiency of the final order." Intended to reduce appeals that delay housing development.</p> <p>Requires county to approve emergency shelters on rural residential lands. Does not apply if homelessness is less than 0.18% of the total state population. Implementation not clear. Code enforcement conundrum. May may/not require code update; direct implementation an option.</p> <p>Directs county to accept assurance for provision of water, sewer award letter from public funding if development is for affordable housing.</p> <p>Directs DAS to provide grants to ec dev districts to support housing and community development capacity.</p>
HB 2984	Comm to Residential Conversion	TBD	Requires local govt to allow conversion except in Heavy Industrial zones
HB 3462	Temporary Housing under Emergency	No	Requires state agencies ensure temp housing provided in response to emergencies is safe and complies with nondiscrimination laws.
HB 3409	Green Infrastructure and Solar Siting	No Code Amendment	<p>Establishes grant program, etc.</p> <p>Directs DLCDC to conduct rulemakings related to solar energy facilities.</p> <p>1. to allow energy facilities as "rural industrial use" <i>for purposes of goal</i> exceptions by Nov 3, 2023.</p>

2023 Land Use Legislation

APPLICATION TO MORROW COUNTY

(9/12/23 rev)

<u>Bill Number</u>	<u>Topic</u>	<u>Plan/Code Section To Be Amended</u>	<u>Morrow County Notes</u>
	Rule Advisory Committees (RAC)		2. establish conditions for local gov't to prioritize areas for solar facilities that are least likely to conflict with natural and cultural resources. Establishes RAC to advise DLCD on adoption of solar siting rules. Initial report to leg on September 15, 2025; Final report by December 31, 2025 DLCD to contract with third party for rule committee. Funding for DLCD fee. (Possible staff involvement in RAC)
HB 2192	Replacement Dwelling on Forest Land	Section 3.020	New language will be same as replacement dwelling in EFU Zone.
HB 3179	Jurisdiction for Solar Facility	Section 3.010K(3)	Increases size of solar project under county jurisdiction: high-value farmland 160 to 240 acres cultivated or certain soil types 1,280 to 2,560 Other land/soil type 1,920 to 3,840
HB 3197	Limits clear and Objective Requirements for Housing	Not yet known/tbd	Local govt required to apply clear and objective standards to housing in non-resource (EFU) lands, rural residential lands, unincorp communities
HB 3630	Statewide Energy Strategy	no code/plan amend	Requires ODOE to adopt a statewide energy strategy and support energy resiliency planning in each county. Will inform solar OAR's and will likely inform NHMP Update.
SB 80	Wildfire Bill	TBD	Directs DOF to develop comprehensive wildfire maps to show "hazard" areas: low, moderate, high and extreme. Requires robust community engagement process, meeting with county commissioners and staff. State agency mapping to show socially and economically vulnerable communities. Changes SB 762 (2021)

2023 Land Use Legislation

APPLICATION TO MORROW COUNTY

(9/12/23 rev)

<u>Bill Number</u>	<u>Topic</u>	<u>Plan/Code Section To Be Amended</u>	<u>Morrow County Notes</u>
SB 85	Amending Concentrated Animal Feeding Operation Regulations	Section 3.010 Section 3.010 B Section 3.010 D	Requires county to issue a LUCS for CAFOs. Allows county to require a buffer or setback for large CAFOs that would be adjacent to legal residences. Add use allowed subject to standards Use Standards New Section (20)
SB 644	Accessory Dwelling Unit Standards in Rural Residential Zones	Various TBD	Allows counties to approve accessory dwelling units in rural residential zones consistent with R327 Or Residential Specialty Code. Amends certain parts of SB 391 (2019) <i>For discussion/policy direction. Stephen to provide map.</i>
SB 1013	Allow Recreational Vehicles on Certain Rural Properties	TBD	Authorizes counties to allow one RV in a rural res zone subject to rental agreement on property, provided: Parcel includes one single family dwelling occupied solely as property owners primary residence; no other dwelling units on the property, property owner does not allow use as a vacation or short term rental; RV is owned or leased by the tenant; Property owner provides essential services to the RV. <i>For discussion/policy direction.</i>
HB 2727	Early Childhood Ed Facility Siting	No	Directs DLCD to convene work group to study barriers to develop of early childhood education facilities.
HB 3167	Allows Notice in Digital Newspapers	County TBD	Modifies definitions with ORS 193.010 to include digital newspaper formats as an acceptable form of legal notice. <i>For discussion/Policy direction by PC and BOC.</i>
HB 3362	Validation of illegal land division purchaes by	No Code Amendment	Allows county to approve an applicaion to validate a unit of land acquired by innocent purchaser prior to Jan 1, 2023 if county previously approved

2023 Land Use Legislation

APPLICATION TO MORROW COUNTY

(9/12/23 rev)

<u>Bill Number</u>	<u>Topic</u>	<u>Plan/Code Section To Be Amended</u>	<u>Morrow County Notes</u>
	innocent purchasers		but revoked after acquisition. Authorizes without local code amendment.
HB 3362	Template Dwelling, legal lot, or property line adjustment	No Code amendment	Allows person to file appeal to LUBA for a land use decision if decision was based on forged deeds and decision was prior to Jan 1, 2023.
SB 4	Siting for Semiconductor and Advanced Manufacturing	No Code amendment	Allows Governor to add lands by exec order to urban growth boundary for use in semiconfucotr amnufacturing, advanced manufacturing or supply chaing development.
HB 3458	Limiting appeals of Remands to Issues Raised under Original Appeal	No Code Amendment	Prohibits a party from raising new issues before LUBA in cases where LUBA remands all or a portion of a decision related to a plan or code amendment and where county adopts same changes following a remand.
HB 3414	Housing Accountability and Prod, UGB Expansions	N/A	<p>Bill did NOT pass but likely will be up again in 2024 short session. Would have created Housing Accountability and Production Office. Would have outlined a process to investigate complaints of local govt violations</p> <p>Would have required local govt to approve no more than 10 design and development standards.</p> <p>Would have allowed cities outside Metro to amend UGB to include up to 75 or 150 "net" acres provided the site was located in an urban resource, non-resource lands or lands with an exception to Goal 3.</p>
HB 3458	Limits raising new issues before Land Use Board of Appeals (LUBA)	No Code Amendment	Applies to cases where LUBA remands all or a portion of a decision related to an plan or land use code and county adopts the same changes following remand. Bill also allows LUBA to partially affirm decisions under certain circumstances.

2023 Land Use Legislation

APPLICATION TO MORROW COUNTY

(9/12/23 rev)

<u>Bill Number</u>	<u>Topic</u>	<u>Plan/Code Section To Be Amended</u>	<u>Morrow County Notes</u>
SB 2527	Wildlife Habitat Special Assessment	No Code Amendment	Changed rules for ODFW approval of wildlife habitat conservation and management plan. Does NOT apply to Habitat Conservation Plans approved by county as part of a solar project.
HB 2010	Part of drought package	No Code Amendment	OWEB grants to "water supplier" and "water system" to protect, restore or enhance drinking water sources.
HB 3207	Water Reporting requirements for Real Estate Transactions	No Code Amendment	Changes reporting requirements for labs who test water as part of a residential real estate transaction. Reports now must be filed with OHA.

2019 Land Use Legislation

<u>Bill Number</u>	<u>Topic</u>	<u>Plan/Code Section To Be Amended</u>	<u>Morrow County Notes</u>
HB 2225	Template dwelling standards in Forest Use Zone (2019)	Section 3.020(D)(3)	Enacted in 2019. Effective Date Nov 1, 2023 for certain counties including Morrow. Automatically effective without code update. See ORS 215.750. Added to MCZO.
HB 2329	Amend EFU Zone for Solar (2019) Jurisdictional Thresholds.	Section 3.010	Will be captured as part of HB3179 (2023) Leg update. Siting Standards.
SB 408	Allows land partition of EFU Land for siting utility facilities nec and for LUD	3.010(L)Parcel Size	Allows partition of EFU land for purposes of siting utility facilities necessary for public service (ORS 215.262 and 215.263) and ORS 215.283(1)(C) land use decision

2021 Land Use Legislation

<u>Bill Number</u>	<u>Topic</u>	<u>Plan/Code Section To Be Amended</u>	<u>Morrow County Notes</u>
HB 2109	Definitions of Renewable Energy Facilities	Article 1	Definition of Average electric generating capacity (ORS 469.300) Definition of Energy Generation area (ORS 469.300) Definition of Renewable energy facility
HB 2809	Temp Siting of RVs for natural Disaster	Article 7	Allows temporary siting of RVs on properties with dwellings destroyed by natural disasters.
SB 762	Wildfire Omnibus Bill		Oregon Department of Forestry will issue new wildfire risk maps Anticipate December 2023 issued by ODOF
SB 391	ADU's in rural residential zones		
SB 8	Affordable Housing in Commercial Industrial Zones		Creates definition of "affordable housing." New standards do not apply to lands not within a UGB.

APPLICATION TO MORROW COUNTY (8/21/23 version)

Morrow County Notes

Enacted in 2019. Effective Date Nov 1, 2023 for certain counties including Morrow. Automatically effective without code update. See ORS 215.750. **Added to MCZO.**

Will be captured as part of HB3179 (2023) Leg update. Siting Standards.

Allows partition of EFU land for purposes of siting utility facilities necessary for public service (ORS 215.262 and 215.263) and ORS 215.283(1)(C) land use decision

APPLICATION TO MORROW COUNTY (8/21/23 version)

Morrow County Notes

Definition of Average electric generating capacity (ORS 469.300)
Definition of Energy Generation area (ORS 469.300)
Definition of Renewable energy facility

Allows temporary siting of RVs on properties with dwellings destroyed by natural disasters.

Oregon Department of Forestry will issue new wildfire risk maps Anticipate December 2023 issued by ODOF

Creates definition of "affordable housing." New standards do not apply to lands not within a UGB.

Near- and long-term actions: *water problems may take decades to fix*



DRINKING WATER SUPPLY

- Emergency deliveries
- Long-term supply*
- Source protection



CHARACTERIZATION

- Testing/monitoring
- Target area evaluation*
- Modeling/monitoring

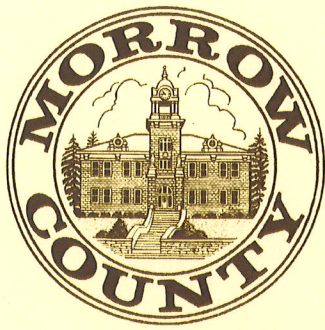


RESOURCE RESTORATION

- Local Action Plans
- Regulatory coordination
- Remediation/treatment



** Involves capital investments (e.g., new wells or water treatment) where federal congressional direct spending and DEQ supplemental environmental project funding may be applied.*



TREASURER

Jaylene Papineau

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

Date Prepared: September 10, 2023

BOC Agenda Date: September 20, 2023

Subject: Monthly Treasurer Report-July

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

Earning Yield and Interest Rates (minus fees): July

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>	<u>Total Interest</u>
LGIP	4.05%	4.11%	.06%	\$163,957.67
Bank of Eastern Oregon-Accounts Payable	0.05%	0.05%	.00%	\$41.41
Bank of Eastern Oregon-Payroll	0.05%	0.05%	.00%	\$2.38
Bank of Eastern Oregon-Unsegregated Property Tax	0.05%	0.05%	.00%	\$29.23

July Total Interest: Interest (less fees) was \$164,030.69

Outstanding checks: July statements are currently unreconciled, so the outstanding check amounts are unavailable at this time.

July Treasurer Distribution:

Property Tax to Distribute: \$54,443.90
Paid to Taxing Districts: \$34,399.20

Transfer Requests: I received one Taxing District transfer of funds requests in July.

- The statement for the Local Government Investment Pool (LGIP) and the Pooled Cash Report are included.
- OSTF notices of rate changes

Please let me know if you have any questions.

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

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	14,467,181.82 (	841,901.41)	13,625,280.41
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	43,610.55	41,744.24	85,354.79
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	1,007,663.19 (	392,991.10)	614,672.09
202-100-1-10-1500		ROAD FC W/TREASURER	3,875,060.03	80,453.87	3,955,513.90
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	926,585.44	51,647.73	978,233.17
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	73,838.07	0.00	73,838.07
205-100-1-10-1500		AIRPORT FC W/TREASURER	206,360.87	8,039.69	214,400.56
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	34,737.27 (	102.51)	34,634.76
207-100-1-10-1500		911 FC W/TREASURER	846,450.73 (	24,038.79)	822,411.94
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	298,932.76	2,228.78	301,161.54
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,253,917.14	202,303.32	1,456,220.46
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	0.00	0.00	0.00
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	0.00	0.00	0.00
214-100-1-10-1500		FAIR FC W/TREASURER	232,152.61 (	5,439.82)	226,712.79
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	110,438.99	419.03	110,858.02
216-100-1-10-1500		STF FC W/TREASURER	369,969.91 (	14,587.61)	355,382.30
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	140,484.43	533.03	141,017.46
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	19,978.67	28.48	20,007.15
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	41,189.15	156.28	41,345.43
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	24,882.02 (	8,715.61)	16,166.41
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	1,188.42	5,383.62	6,572.04
223-100-1-10-1500		CAMI GRANT FC W/TREAS	34,767.91 (	15,613.75)	19,154.16
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	31,884.29 (	49,152.98)	17,268.69)
225-100-1-10-1500		STF VEHICLE FC W/TREAS	331,987.32	1,259.65	333,246.97
226-100-1-10-1500		FAIR ROOF FC W/TREAS	29,993.64	113.80	30,107.44
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	9,110,352.78	31,908.68	9,142,261.46
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	13,565.01 (	99.78)	13,465.23
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	21,694.80	82.31	21,777.11
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	32,645.98	7,688.65	40,334.63
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	25,798.36	223.12	26,021.48
234-100-1-10-1500		DUII IMPACT FC W/TREAS	30,820.59	116.94	30,937.53
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	1,061,793.03	4,028.73	1,065,821.76
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	2,310,658.10	51,184.15	2,361,842.25
238-100-1-10-1500		PARK FC W/TREAS	518,989.56 (	57,912.90)	461,076.66
240-100-1-10-1500		EQUITY FC W/TREAS	279,734.96	1,061.39	280,796.35
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	571,007.16	2,166.56	573,173.72
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	908.01	3.44	911.45
245-100-1-10-1500		WPF FC W/TREASURER	10,257.73	0.00	10,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	95,479.54	362.28	95,841.82
322-100-1-10-1500		COURT SECURITY FC W/TREAS	53,196.97	541.69	53,738.66
500-100-1-10-1500		ECHO WINDS FC W/TREAS	65,875.12	9,405.28	75,280.40
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	5.63	22,016.66	22,022.29
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	176,055.54 (	5,317.60)	170,737.94
510-100-1-10-1500		P & P FC W/TREAS	178,164.47	95,132.41	273,296.88
514-100-1-10-1500		IONE SD B & I FC W/TREAS	1,173.19 (	573.19)	600.00
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	261.87 (	120.87)	141.00
516-100-1-10-1500		RADIO DIST FC W/TREAS	1,130.04 (	547.70)	582.34
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	160.37 (	73.40)	86.97

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: JULY 31ST, 2023

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
521-100-1-10-1500		PGE CARTY FC W/TREAS	2.30	121,251.37	121,253.67
522-100-1-10-1500		SHERIFF RES FUND/TREAS	16,140.84 (	87.95)	16,052.89
523-100-1-10-1500		WHEATRIDGE WIND FC W/TREAS	2,246.35	17,084.30	19,330.65
524-100-1-10-1500		ORCHARD WIND FC W/TREAS	3,180.15	5,921.18	9,101.33
540-100-1-10-1500		RESILIENCY FUND W/TREAS	5,241,409.91	289,801.73	5,531,211.64
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	6,184.86 (	2,991.12)	3,193.74
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.00	0.00	0.00
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	993.12 (	556.07)	437.05
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.00	0.00	0.00
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	470.80 (	244.21)	226.59
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	20,020.28	91.07	20,111.35
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	12.20 (	6.03)	6.17
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,776.50	14.33	3,790.83
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	559.30 (	271.17)	288.13
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	5,184.62 (	2,554.76)	2,629.86
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	1,109.89 (	544.02)	565.87
633-100-1-10-1500		CITY OF IONE FC W/TREAS	161.34 (	79.86)	81.48
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	512.34 (	253.53)	258.81
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	86.80 (	43.80)	43.00
636-100-1-10-1500		BOARDMAN F&R FC W/TREAS	3,931.92 (	1,898.86)	2,033.06
637-100-1-10-1500		BOARDMAN F&R DIST BOND	632.36 (	298.04)	334.32
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	167.84 (	83.19)	84.65
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	306.34 (	150.76)	155.58
640-100-1-10-1500		IONE RFPD FC W/TREAS	643,047.73 (	3,363.83)	639,683.90
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	131.99 (	131.86)	0.13
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	115.13 (	53.99)	61.14
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	133.61 (	66.14)	67.47
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	146.11 (	71.76)	74.35
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	58.70 (	28.62)	30.08
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	408.50 (	201.11)	207.39
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	1,213.99 (	569.27)	644.72
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	233.20 (	113.71)	119.49
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	1,835.56 (	870.32)	965.24
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	783,683.74	4,534.87	788,218.61
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	26.07 (	12.83)	13.24
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	24,738.95 (	12,043.83)	12,695.12
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	258,308.60	1,721.05	260,029.65
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	4,034.88 (	1,957.41)	2,077.47
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	15.04	0.06	15.10
658-100-1-10-1500		BMCC FC W/TREASURER	4,333.20 (	2,102.19)	2,231.01
659-100-1-10-1500		BMCC B & I FC W/TREASURER	1,315.00 (	624.05)	690.95
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	1,514.34 (	730.19)	784.15
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	52,135.99	256.36	52,392.35
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	1,484.99 (	718.59)	766.40
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	9,683.93	0.00	9,683.93
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	471.70 (	238.60)	233.10
668-100-1-10-1500		TAX APPEALS FC W/TREAS	396,292.42	1,503.64	397,796.06
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,435.62	43.39	11,479.01
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	11,536.70	44,076.07	55,612.77
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,205.89	4.57	1,210.46
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	844,499.33	3,203.39	847,702.72
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	14,557.30 (	10,071.78)	4,485.52
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	2,150.49 (	2,148.19)	2.30
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,322,543.26	5,018.09	1,327,561.35
685-100-1-10-1500		STATE HOUSING FC W/TREAS	19,984.29 (	12,866.45)	7,117.84
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	211,047.93	800.56	211,848.49
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	1,806.27 (	887.51)	918.76
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	68.89 (	32.20)	36.69
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	100.78 (	47.06)	53.72
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	42,273.20 (	42,273.14)	0.06
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>
TOTAL CLAIM ON CASH			48,939,647.42 (	403,917.18)	48,535,730.24
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	256,839.19	1,501,350.82	1,758,190.01
999-100-1-10-1502	PAYROLL BEO	22,702.61	2.38	22,704.99
999-100-1-10-1503	STATE TREASURY POOL	47,993,962.99 (	1,981,653.18)	46,012,309.81
999-100-1-10-1507	COMMUNITY BANK	0.00	0.00	0.00
999-100-1-10-1508	US BANK	0.00	0.00	0.00
999-100-1-10-1509	PROP TAX COLL BEO	<u>664,809.30</u>	<u>76,382.80</u>	<u>741,192.10</u>
SUBTOTAL CASH IN BANK - POOLED CASH		48,938,314.09 (	403,917.18)	48,534,396.91

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	(<u>500.00</u>)	<u>0.00</u>	(<u>500.00</u>)
SUBTOTAL WAGES PAYABLE		(<u>500.00</u>)	<u>0.00</u>	(<u>500.00</u>)

TOTAL CASH IN BANK - POOLED CASH		48,938,814.09 (	403,917.18)	48,534,896.91
		=====	=====	=====

DUE TO OTHER FUNDS - POOLED CASH

999-100-2-40-4002	DUE TO OTHER FUNDS	<u>48,939,227.65</u> (	<u>403,917.18)</u>	<u>48,535,310.47</u>
TOTAL DUE TO OTHER FUNDS		48,939,227.65 (	403,917.18)	48,535,310.47
		=====	=====	=====



Account Statement - Transaction Summary

For the Month Ending July 31, 2023

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	47,994,017.99
Purchases	678,980.72
Redemptions	(2,660,688.90)
<hr/>	
Closing Balance	\$46,012,309.81
Dividends	163,958.57

Asset Summary		
	July 31, 2023	June 30, 2023
Oregon LGIP	46,012,309.81	47,994,017.99
<hr/>		
Total	\$46,012,309.81	\$47,994,017.99



Account Statement

For the Month Ending July 31, 2023

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					47,994,017.99
Opening Balance					47,994,017.99
07/03/23	07/03/23	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	2,941.70	47,996,959.69
07/03/23	07/03/23	SFMS Fr:Administrative Services, Dept of U.S. Fed. Mineral Leases	1.00	842.02	47,997,801.71
07/03/23	07/03/23	SFMS Fr:Youth Authority, Oregon Juvenile Basic	1.00	407.00	47,998,208.71
07/03/23	07/03/23	LGIP Fees - ACH Purchase (7 @ \$0.05 - From 4206) - June 2023	1.00	(0.35)	47,998,208.36
07/03/23	07/03/23	LGIP Fees - ACH Redemption (7 @ \$0.05 - From 4206) - June 2023	1.00	(0.35)	47,998,208.01
07/03/23	07/03/23	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - June 2023	1.00	(0.20)	47,998,207.81
07/05/23	07/05/23	Redemption - ACH Redemption	1.00	(55.00)	47,998,152.81
07/06/23	07/06/23	Redemption - ACH Redemption	1.00	(257,422.60)	47,740,730.21
07/10/23	07/10/23	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(2,979.46)	47,737,750.75
07/10/23	07/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(160.37)	47,737,590.38
07/10/23	07/10/23	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(5,648.20)	47,731,942.18
07/10/23	07/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(1,835.56)	47,730,106.62
07/10/23	07/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(6,177.74)	47,723,928.88
07/10/23	07/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(261.87)	47,723,667.01
07/10/23	07/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(1,213.99)	47,722,453.02
07/10/23	07/10/23	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(4,034.88)	47,718,418.14
07/10/23	07/10/23	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(24,738.95)	47,693,679.19
07/11/23	07/11/23	Redemption - ACH Redemption	1.00	(12.20)	47,693,666.99
07/12/23	07/12/23	Redemption - ACH Redemption	1.00	(5,982.18)	47,687,684.81



Account Statement

For the Month Ending July 31, 2023

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
07/14/23	07/14/23	Redemption - ACH Redemption	1.00	(500,000.00)	47,187,684.81
07/17/23	07/17/23	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	810.44	47,188,495.25
07/17/23	07/17/23	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	9,936.26	47,198,431.51
07/18/23	07/18/23	ODOT - ODOT PYMNT	1.00	130,490.34	47,328,921.85
07/18/23	07/18/23	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	561.13	47,329,482.98
07/19/23	07/19/23	Redemption - ACH Redemption	1.00	(110.00)	47,329,372.98
07/19/23	07/19/23	Redemption - ACH Redemption	1.00	(1,000,000.00)	46,329,372.98
07/21/23	07/21/23	REV SUSP DEPOSIT - DSTSIPGNSH	1.00	180,544.25	46,509,917.23
07/25/23	07/25/23	ODOT - ODOT PYMNT	1.00	108,074.00	46,617,991.23
07/25/23	07/25/23	ODOT - ODOT PYMNT	1.00	26,488.20	46,644,479.43
07/26/23	07/26/23	Redemption - ACH Redemption	1.00	(850,000.00)	45,794,479.43
07/28/23	07/28/23	OR REV CAFFA - CAFFACNTYD	1.00	31,389.36	45,825,868.79
07/28/23	07/28/23	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	22,537.45	45,848,406.24
07/28/23	07/28/23	Redemption - ACH Redemption	1.00	(55.00)	45,848,351.24
07/31/23	08/01/23	Accrual Income Div Reinvestment - Distributions	1.00	163,958.57	46,012,309.81



Account Statement

For the Month Ending July 31, 2023

MORROW CO - MORROW COUNTY - 4206

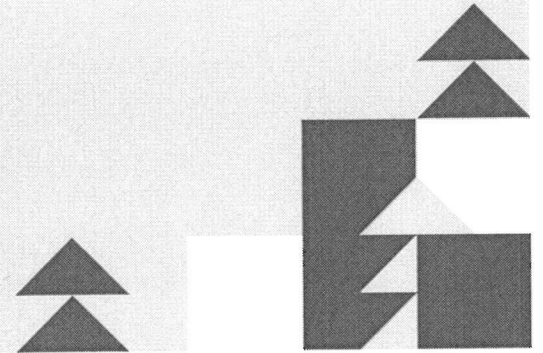
Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					46,012,309.81
		Month of July	Fiscal YTD July-July		
Opening Balance		47,994,017.99	47,994,017.99	Closing Balance	46,012,309.81
Purchases		678,980.72	678,980.72	Average Monthly Balance	47,041,562.15
Redemptions		(2,660,688.90)	(2,660,688.90)	Monthly Distribution Yield	4.11%
<hr/>					
Closing Balance		46,012,309.81	46,012,309.81		
Dividends		163,958.57	163,958.57		

Jaylene Papineau

From: Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>
Sent: Monday, July 24, 2023 9:18 AM
To: local-gov-news@omls.oregon.gov
Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

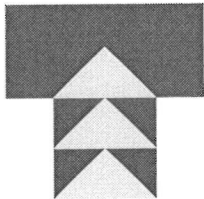
STOP and VERIFY This message came from outside of Morrow County Gov

Oregon Short Term Fund



Rate Change

Effective Tuesday, July 25, 2023, the Oregon Short Term Fund (OSTF) rate will change from 4.05% to 4.30%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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Salem, OR 97301-5241

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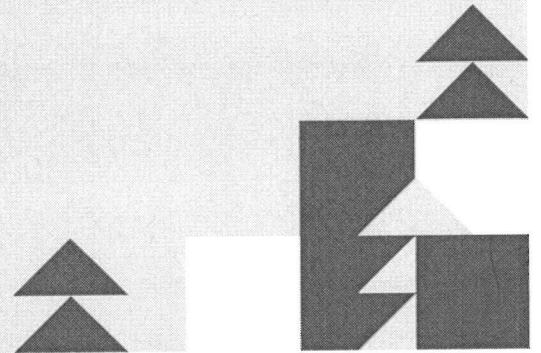
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Jaylene Papineau

From: Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>
Sent: Thursday, August 10, 2023 9:59 AM
To: local-gov-news@omls.oregon.gov
Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

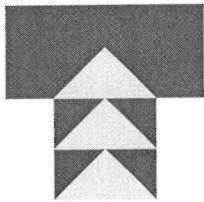
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Oregon Short Term Fund



Rate Change

Effective Monday, August 14, 2023, the Oregon Short Term Fund (OSTF) rate will change from 4.30% to 4.50%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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SEPTEMBER 18, 2023

TO: MORROW COUNTY BOARD OF COMMISSIONERS
FROM: KEVIN INCE, FINANCE DIRECTOR & COUNTY ACCOUNTANT
SUBJECT: **AUGUST 2023 ACCOUNTS PAYABLE REPORT**
CC: MATTHEW JENSEN, ROBERTA LUTCHER, SABRINA BAILEY, JAYLENE PAPINEAU

The August 2023 Commissioners AP Report that is attached reflects all payments issued by Morrow County from August 1, 2023 through August 31, 2023.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
911 SUPPLY INC.	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	211.17	
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	149.83	
	UNIFORM EXPENSE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	256.42	
	UNIFORM EXPENSE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	<u>224.85</u>	
			TOTAL:	842.27	
A & M SUPPLY	PUGMILL/BELT	ROAD FUND	ROAD DEPARTMENT	<u>41.60</u>	
			TOTAL:	41.60	
A-1 INDUSTRIAL SUPPLY	PUGMILL/HOSE FITTINGS	ROAD FUND	ROAD DEPARTMENT	1,830.51	
	PUG MILL/WATER FITTINGS	ROAD FUND	ROAD DEPARTMENT	92.44	
	PUG MILL CONNECTING-CAM LO	ROAD FUND	ROAD DEPARTMENT	426.72	
	PUG MILL/WATER FITTINGS	ROAD FUND	ROAD DEPARTMENT	<u>354.65</u>	
			TOTAL:	2,704.32	
A-PLUS CONNECTORS	SHOP STOCK	ROAD FUND	ROAD DEPARTMENT	<u>28.32</u>	
			TOTAL:	28.32	
ACE INDUSTRIAL SUPPLY, INC.	ROAD/SUPPLY	ROAD FUND	ROAD DEPARTMENT	<u>336.74</u>	
			TOTAL:	336.74	
ADAMS, JEFF	3/31,4/04/23 INTERPRETER F	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	500.00	
	3/31,4/04/23 INTERPRETER F	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	163.00	
	3/31 & 4/04/23 MILEAGE FEE	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	<u>216.15</u>	
			TOTAL:	879.15	
ADMIRAL BEVERAGE NORTHWEST	SHOP/BOTTLED WATER	ROAD FUND	ROAD DEPARTMENT	<u>793.60</u>	
			TOTAL:	793.60	
ADVANCED BUSINESS INTERVENTION, INC.	SERVICES RENDERED/JUL 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	<u>250.00</u>	
			TOTAL:	250.00	
ADVANCED REPORTING LLC	SERVICES RENDERED/9CT	GENERAL FUND	HUMAN RESOURCES	<u>752.91</u>	
			TOTAL:	752.91	
AFLAC	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	4,160.96	
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	0.46-	
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	4,114.20	
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	0.46-	
	AFLAC	ROAD FUND	NON-DEPARTMENTAL	1,550.14	
	AFLAC	ROAD FUND	NON-DEPARTMENTAL	1,641.06	
	AFLAC	AIRPORT FUND	NON-DEPARTMENTAL	43.59	
	AFLAC	AIRPORT FUND	NON-DEPARTMENTAL	2.68	
	AFLAC	911 EMERGENCY FUND	NON-DEPARTMENTAL	170.51	
	AFLAC	911 EMERGENCY FUND	NON-DEPARTMENTAL	170.51	
	AFLAC	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	57.34	
	AFLAC	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	57.34	
	AFLAC	BUILDING PERMIT FU	NON-DEPARTMENTAL	6.08	
	AFLAC	BUILDING PERMIT FU	NON-DEPARTMENTAL	6.08	
	AFLAC	PARK FUND	NON-DEPARTMENTAL	158.74	
	AFLAC	PARK FUND	NON-DEPARTMENTAL	155.49	
	AFLAC	COMMUNITY CORRECTI	NON-DEPARTMENTAL	165.88	
	AFLAC	COMMUNITY CORRECTI	NON-DEPARTMENTAL	<u>165.88</u>	
				TOTAL:	12,625.56
	ALLRED, WILLIAM	ROAD/ROADSIDE MOWING SUPPO	ROAD FUND	ROAD DEPARTMENT	4,730.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	4,730.00
AMAZON CAPITAL SERVICES	HR/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	181.04
	CLERK/OFFICE SUPPLY	GENERAL FUND	COUNTY CLERK	14.99
	JUSTICE COURT/OFFICE SUPPL	GENERAL FUND	JUSTICE COURT	805.82
	DA/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	280.29
	SHER OFF/EQUIPMENT	GENERAL FUND	SHERIFF'S DEPARTMENT	3,673.28
	HEALTH/OFFICE SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	514.82
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	24.12
	EMERGENCY MGMNT/OFFICE SUP	GENERAL FUND	EMERGENCY MANAGEMENT	30.02
	PW/HARDWARE-JANITORIAL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,403.37
	PW/HARDWARE-JANITORIAL	ROAD FUND	ROAD DEPARTMENT	28.99
	PW/HARDWARE-JANITORIAL	ROAD FUND	ROAD DEPARTMENT	100.50
	PW/HARDWARE-JANITORIAL	ROAD FUND	ROAD DEPARTMENT	102.45
	MCPT/OFFICE SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	238.63
	PW/HARDWARE-JANITORIAL	PARK FUND	ATV PARK	68.33
	PW/HARDWARE-JANITORIAL	PARK FUND	ATV PARK	13.99
			TOTAL:	7,480.64
AMERICAN AUTO BODY LLC	#109/NERF BARS	ROAD FUND	ROAD DEPARTMENT	394.00
	#1000/DOOR REPAIR	ROAD FUND	ROAD DEPARTMENT	450.00
			TOTAL:	844.00
AMERICAN ROCK PRODUCTS	HOMESTEAD #559	ROAD FUND	ROAD DEPARTMENT	513,470.31
	WESTLAND HMA/43.87TN	ROAD FUND	ROAD DEPARTMENT	3,022.21
			TOTAL:	516,492.52
AOCIT	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	94,548.40
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	0.29
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	649.78
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	5,110.27
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	59.83
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	105,442.56
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	5,719.23
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	5,010.12
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	0.28
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	28,938.34
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	1,576.19
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	33,177.36
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	1,816.46
	AOCIT	AIRPORT FUND	NON-DEPARTMENTAL	636.03
	AOCIT	AIRPORT FUND	NON-DEPARTMENTAL	6.74
	AOCIT	AIRPORT FUND	NON-DEPARTMENTAL	644.31
	AOCIT	AIRPORT FUND	NON-DEPARTMENTAL	30.68
	AOCIT	911 EMERGENCY FUND	NON-DEPARTMENTAL	1,904.02
	AOCIT	911 EMERGENCY FUND	NON-DEPARTMENTAL	100.54
	AOCIT	911 EMERGENCY FUND	NON-DEPARTMENTAL	1,904.02
	AOCIT	911 EMERGENCY FUND	NON-DEPARTMENTAL	100.54
	AOCIT	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	1,536.64
	AOCIT	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	71.08
	AOCIT	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	2,364.26
	AOCIT	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	116.84
	AOCIT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	2,366.60
	AOCIT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	138.46
	AOCIT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	2,366.60
	AOCIT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	138.46

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	AOCIT	BUILDING PERMIT FU	NON-DEPARTMENTAL	277.93
	AOCIT	BUILDING PERMIT FU	NON-DEPARTMENTAL	15.06
	AOCIT	BUILDING PERMIT FU	NON-DEPARTMENTAL	319.30
	AOCIT	BUILDING PERMIT FU	NON-DEPARTMENTAL	17.35
	AOCIT	PARK FUND	NON-DEPARTMENTAL	5,402.16
	AOCIT	PARK FUND	NON-DEPARTMENTAL	269.41
	AOCIT	PARK FUND	NON-DEPARTMENTAL	6,229.78
	AOCIT	PARK FUND	NON-DEPARTMENTAL	317.04
	AOCIT	5310 - FTA GRANT F	NON-DEPARTMENTAL	827.62
	AOCIT	5310 - FTA GRANT F	NON-DEPARTMENTAL	45.76
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	80.62
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	1,756.16
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	1,756.16-
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	80.63-
			TOTAL:	310,196.33
ASCHOFF, DONALD C	CUTS HOST RELIEF 7/24-8/6/	PARK FUND	CUTSFORTH PARK	700.00
	CUTS HOST FEE 8/7-8/20/23	PARK FUND	CUTSFORTH PARK	700.00
			TOTAL:	1,400.00
ASD HEALTHCARE	PHARMACEUTICALS	GENERAL FUND	HEALTH DEPARTMENT	114.42
	PHARMACEUTICALS	GENERAL FUND	HEALTH DEPARTMENT	5.52
			TOTAL:	119.94
BAILEY HEAVY EQUIPMENT REPAIR INC	#980/HYDRAULIC HOSE FITTIN	ROAD FUND	ROAD DEPARTMENT	291.36
	#1508/HYDRAULIC HOSE	ROAD FUND	ROAD DEPARTMENT	93.93
	#234/EQUIPMENT	ROAD FUND	ROAD DEPARTMENT	281.48
			TOTAL:	666.77
BANK OF EASTERN OREGON	BANK OF EASTERN OREGON	GENERAL FUND	JUSTICE COURT	265.00
	BANK OF EASTERN OREGON	FAIR	FAIR	25.00
			TOTAL:	290.00
BATES, DALE	2023 MC FAIR/SOUND SERVICE	FAIR	FAIR	2,500.00
			TOTAL:	2,500.00
BIG STATE INDUSTRIAL SUPPLY	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	568.00
			TOTAL:	568.00
BLUE LINE TRANSPORTATION CO., INC.	#793/CHIP SEAL/11.5TN	ROAD FUND	ROAD DEPARTMENT	3,450.00
	#793/CHIP SEAL/9.75TN	ROAD FUND	ROAD DEPARTMENT	2,925.00
	#793/CHIP SEAL/11.25TN	ROAD FUND	ROAD DEPARTMENT	3,375.00
	#793/CHIP SEAL/33.97TN	ROAD FUND	ROAD DEPARTMENT	22,216.38
			TOTAL:	31,966.38
BLUE MOUNTAIN BOTTLED WATER, INC.	NWE WATER DEL/RV	GENERAL FUND	HEALTH DEPARTMENT	63.00
	NWE WATER DEL/VB	GENERAL FUND	HEALTH DEPARTMENT	91.00
	NWE WATER DEL/BP	GENERAL FUND	HEALTH DEPARTMENT	45.50
	NWE WATER DEL/PS	GENERAL FUND	HEALTH DEPARTMENT	61.50
	NWE WATER DEL/HD	GENERAL FUND	HEALTH DEPARTMENT	29.00
	NWE WATER DEL/MK	GENERAL FUND	HEALTH DEPARTMENT	8.00
	NWE WATER DEL/CZ	GENERAL FUND	HEALTH DEPARTMENT	29.00
	NWE WATER DEL/CG	GENERAL FUND	HEALTH DEPARTMENT	41.50
	NWE WATER DEL/BF	GENERAL FUND	HEALTH DEPARTMENT	35.50
	NWE WATER DEL/JM	GENERAL FUND	HEALTH DEPARTMENT	63.00
	NWE WATER DEL/KF	GENERAL FUND	HEALTH DEPARTMENT	43.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NWE WATER DEL/JD	GENERAL FUND	HEALTH DEPARTMENT	56.50
	NWE WATER DEL/LS	GENERAL FUND	HEALTH DEPARTMENT	83.00
	NWE WATER DEL/EV	GENERAL FUND	HEALTH DEPARTMENT	79.00
	NWE WATER DEL/NT	GENERAL FUND	HEALTH DEPARTMENT	46.50
	NWE WATER DEL/HA	GENERAL FUND	HEALTH DEPARTMENT	22.50
			TOTAL:	798.00
BMCC EDUCATION DIST	BMCC EDUCATION DIST	BLUE MT EDUC DISTR	BLUE MT EDUC DISTRICT	2,231.01
	BMCC EDUCATION DIST	BULE MT B & I	BLUE MT B & I	690.95
			TOTAL:	2,921.96
BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY	BOARDMAN CEMETERY	61.14
			TOTAL:	61.14
BOARDMAN FIRE & RESCUE DISTRICT	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	2,033.06
	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	334.32
			TOTAL:	2,367.38
BOARDMAN FOOD PANTRY	MONTHLY ALLOCATION/AUG 202	GENERAL FUND	NON-DEPARTMENTAL	2,083.33
	MONTHLY ALLOCATION/AUG 202	RESILIENCY FUND	RESILIENCY FUND	2,083.33
			TOTAL:	4,166.66
BOARDMAN PARK & REC DIST	BOARDMAN PARK & REC DIST	BOARDMAN PARK	BOARDMAN PARK	644.72
	BOARDMAN PARK & REC DIST	BOARDMAN PARK B &	BOARDMAN PARK B & I	965.24
			TOTAL:	1,609.96
BOBCAT OF PASCO	#1568/DRIVE BELT-TENSIONER	ROAD FUND	ROAD DEPARTMENT	406.24
	#715/STOCK	PARK FUND	ATV PARK	75.51
			TOTAL:	481.75
BOLING, ASHLEY	HOST ASST & RELIEF 7/26-8/	PARK FUND	ATV PARK	410.00
	CAMP HOST RLF 8/7-8/20/202	PARK FUND	ATV PARK	410.00
			TOTAL:	820.00
BOWLES, KRISTEN	REIMBURSE/JUL 4 PARADE CAN	SHERIFF'S RESERVE	SHERIFF DEPARTMENT	278.57
	REIMBURSE/PARADE CANDY	SHERIFF'S RESERVE	SHERIFF DEPARTMENT	203.89
	REIMBURSE/PARADE CANDY	SHERIFF'S RESERVE	SHERIFF DEPARTMENT	222.28
			TOTAL:	704.74
BRANNON, MARTIN	2015 CARAVAN/TRANNY REPAIR	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	1,659.58
			TOTAL:	1,659.58
BREILING & VAN KIRK, ATTORNEY AT LAW,	SERVICES RENDERED/AUG 2023	GENERAL FUND	JUSTICE COURT	1,600.00
			TOTAL:	1,600.00
CANON FINANCIAL SERVICES, INC.	COPIER USE 12 CT/AUG 2023	GENERAL FUND	DISTRICT ATTORNEY	47.93
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	42.90
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	168.96
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	81.17
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	0.60
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	PUBLIC WORKS ADMIN	80.92
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	122.95
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	122.95
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	110.05
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	118.31
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	118.31

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	113.65
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	127.70
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	178.89
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	150.11
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	214.00
	COPIER LEASE 11CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	139.00
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	34.43
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	91.94
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	194.23
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	62.61
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	14.85
	COPIER USE 12 CT/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	15.48
			TOTAL:	2,351.94
CANON SOLUTIONS AMERICA, INC.	TREASURER COPIER USE/JUL 2	GENERAL FUND	TREASURER	29.31
			TOTAL:	29.31
CENTURY WEST ENGINEERING CORPORATION	AIRPORT/POWER-FIBER DESIGN	AIRPORT FUND	AIRPORT	5,400.00
	LEX AIRPORT/POWER-FIBER DE	AIRPORT FUND	AIRPORT	3,100.00
			TOTAL:	8,500.00
CENTURYLINK	MC HEALTH/JUL 2023	GENERAL FUND	HEALTH DEPARTMENT	1.60
	MORROW COUNTY/JUL 2023	GENERAL FUND	NON-DEPARTMENTAL	192.05
	MORROW COUNTY/JUL 2023	GENERAL FUND	NON-DEPARTMENTAL	12.67-
	MORROW COUNTY/JUL 2023	GENERAL FUND	NON-DEPARTMENTAL	56.62
	MORROW COUNTY/JUL 2023	GENERAL FUND	NON-DEPARTMENTAL	206.33
	COUNTY OF MORROW/JUL 2023	GENERAL FUND	NON-DEPARTMENTAL	1,322.11
	MC SHERIFF OFFICE/JUL 2023	GENERAL FUND	NON-DEPARTMENTAL	28.78
	MORROW COUNTY/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	129.48
	LEXINGTON AWOS/JUL 2023	AIRPORT FUND	AIRPORT	141.83
	MC FAIR/JUL 2023	FAIR	NON-DEPARTMENTAL	335.45
	ANSON WRIGHT PARK/JUL 2023	PARK FUND	ANSON WRIGHT PARK	63.83
	P&P-INTERNET/JUN-JUL 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	109.99
	P&P-INTERNET/JUN-JUL 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	112.41
	P&P INTERNET/AUG 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	114.88
			TOTAL:	2,802.69
CENTURYLINK COMMUNICATIONS LLC	MORROW CO/JUL 2023	GENERAL FUND	NON-DEPARTMENTAL	285.06
			TOTAL:	285.06
CENVEO	A&T/ENVELOPES	GENERAL FUND	ASSESSOR/TAX COLLECTOR	702.24
			TOTAL:	702.24
CHI ST. ANTHONY HOSPITAL	DIRECT PAY/AC#X031261787	GENERAL FUND	SHERIFF'S DEPARTMENT	7,540.05
			TOTAL:	7,540.05
CIS TRUST	2023-2024 PROP/LIABILITY I	GENERAL FUND	NON-DEPARTMENTAL	439,295.29
			TOTAL:	439,295.29
CITY OF BOARDMAN	CITY OF BOARDMAN	BOARDMAN URBAN REN	BOARDMAN URBAN RENEW	141.00
	CITY OF BOARDMAN	WEST BOARDMAN URA	WEST BOARDMAN URA	86.97
	CITY OF BOARDMAN	CITY OG BOARDMAN B	CITY OF BOARDMAN B & I	437.05
	CITY OF BOARDMAN	CITY OF BOARDMAN	CITY OF BOARDMAN	2,629.86
			TOTAL:	3,294.88
CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	565.87

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CITY OF HEPPNER	CITY OF HEPPNER FI	CITY OF HEPPNER FIRE B	53.72
			TOTAL:	619.59
CITY OF HEPPNER WATER DEPARTMENT	SHERIFF STATION #2/JUL 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.79
	EMERG MANAGE IRRIGATE/JUL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	211.27
	BART IRRIGATION #2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	140.07
	BART BLDG/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.79
	BART IRRIGATION #1/JUL 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	91.28
	LIBRARY-MUSEUM/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.79
	COURTHOUSE/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	311.14
	AG MUSEUM/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.79
	EMERG MANAGE BLDG/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	125.02
	FAIR/JUL 2023	FAIR	NON-DEPARTMENTAL	412.06
			TOTAL:	1,602.00
CITY OF HERMISTON	IT SERVICES/AUG 2023	GENERAL FUND	COMPUTER	20,800.00
			TOTAL:	20,800.00
CITY OF IONE	CITY OF IONE	CITY OF IONE	CITY OF IONE	81.48
			TOTAL:	81.48
CITY OF IRRIGON	W-S/P&P EOC/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	250.75
	W-S-G/IRR MCGC/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	104.01
	W-S-G/IRR MCGC/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	228.46
	120 SE 13TH/FCLAS PROP-WTR	GENERAL FUND	NON-DEPARTMENTAL	33.10
	CITY OF IRRIGON	CITY OF IRRIGON B	CITY OF IRRIGON B & I	226.59
	CITY OF IRRIGON	CITY OF IRRIGON	CITY OF IRRIGON	258.81
			TOTAL:	1,101.72
CMS	CMS	GENERAL FUND	NORTH TRANSFER STATION	9.95
	CMS	GENERAL FUND	SOLID WASTE TRNS STATI	9.95
	CMS	GENERAL FUND	SOLID WASTE TRNS STATI	70.00
	CMS	PARK FUND	CUTSFORTH PARK	341.56
	CMS	PARK FUND	ANSON WRIGHT PARK	246.53
	CMS	PARK FUND	ATV PARK	811.46
	CMS	PARK FUND	FAIRGROUNDS PARK	14.08
			TOTAL:	1,503.53
COIL FABRICATING LLC	F-350/FLATBED	PARK FUND	ATV PARK	9,990.00
			TOTAL:	9,990.00
COLUMBIA BASIN ELECTRIC	PUBLIC WORKS/JUL 2023	GENERAL FUND	JUVENILE DEPARTMENT	937.81
	PUBLIC WORKS/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	825.41
	PUBLIC WORKS/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	487.50
	PUBLIC WORKS/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	142.04
	PUBLIC WORKS/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	302.95
	PUBLIC WORKS/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	145.32
	PUBLIC WORKS/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	45.55
	PUBLIC WORKS/JUL 2023	ROAD FUND	ROAD DEPARTMENT	818.32
	PUBLIC WORKS/JUL 2023	AIRPORT FUND	AIRPORT	313.28
	FAIRGROUND/JUL 2023	FAIR	NON-DEPARTMENTAL	471.80
	MCPT-HEP BUS SHED/JUL 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	45.55
	PUBLIC WORKS/JUL 2023	PARK FUND	CUTSFORTH PARK	663.89
	PUBLIC WORKS/JUL 2023	PARK FUND	ANSON WRIGHT PARK	576.28
	PUBLIC WORKS/JUL 2023	PARK FUND	ATV PARK	834.87
	PUBLIC WORKS/JUL 2023	PARK FUND	FAIRGROUNDS PARK	223.58

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	6,834.15
COMMUNITY COUNSELING SOLUTIONS	SBC INVOICE QTR 4 22/23	GENERAL FUND	HEALTH DEPARTMENT	8,950.46
	SBC INVOICE QTR 4 22/23	GENERAL FUND	HEALTH DEPARTMENT	895.05
	MH TAX APPORTION/MAY 2023	GENERAL FUND	NON-DEPARTMENTAL	810.44
	MH TAX DISTRIBUTION/JUN 20	GENERAL FUND	NON-DEPARTMENTAL	771.40
	ADPEP GRANT FY22-23/C#1549	GENERAL FUND	NON-DEPARTMENTAL	59,308.00
	RM & BRD/SE#17/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	169.75
			TOTAL:	70,905.10
CONCRETE SPECIAL TIES, INC	ROAD/HOT SAW-SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	1,370.19
	ROAD/HOT SAW-SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	10.65
			TOTAL:	1,380.84
CONSPIRACT CO CREATIONS	MCCC/PAINT NIGHT	GENERAL FUND	NON-DEPARTMENTAL	180.00
			TOTAL:	180.00
COOLEY, CHARLENE	APR, JUN PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	2.62
			TOTAL:	2.62
CREATIVE BUS SALES INC	2022 STARCRAFT BUS V#D3742	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	154,452.00
	2022 STARCRAFT BUS V#D3742	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	1,600.00-
	2022 STARCRAFT BUS V#D3742	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	784.76
	2022 STARCRAFT BUS V#D2587	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	154,452.00
	2022 STARCRAFT BUS V#D2587	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	1,600.00-
	2022 STARCRAFT BUS V#D2587	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	784.76
	2022 STARCRAFT BUS V#D3058	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	154,452.00
	2022 STARCRAFT BUS V#D3058	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	1,600.00-
	2022 STARCRAFT BUS V#D3058	STF VEHICLE RESERV	SPECIAL TRANSPORTATION	784.76
			TOTAL:	460,910.28
CROWN PAPER & JANITORIAL SUPPLY INC.	OHV/JANITORIAL SUPPLY	PARK FUND	ATV PARK	63.95
			TOTAL:	63.95
CRUM, MONTY	GRAND JURY SUBPOENA	GENERAL FUND	DISTRICT ATTORNEY	12.20
			TOTAL:	12.20
CTUIR	IRRIGON TRANSIT/APR-JUN 20	5310 - FTA GRANT F	5310 FTA GRANT	3,000.00
			TOTAL:	3,000.00
DAILY JOURNAL OF COMMERCE INC.	PLANNING/LEGAL NOTICE	CAPITAL IMPROVEMEN	NON-DEPARTMENTAL	94.38
			TOTAL:	94.38
DALE, JUSTIN & REED, ERIN J	DALE, JUSTIN & REED, ERIN	UNSEGREGATED TAXES	UNSEGREGATED TAXES	8,499.12
			TOTAL:	8,499.12
DBT TRANSPORTATION SERVICES LLC	2023-24 AWOS MAINT AGREEME	AIRPORT FUND	AIRPORT	5,092.00
	2023-24 WTHR DATA SRVC - N	AIRPORT FUND	AIRPORT	720.00
			TOTAL:	5,812.00
DCBS - BUILDING CODES DIVISION	DCBS - BUILDING CODES DIVI	GENERAL FUND	ASSESSOR/TAX COLLECTOR	55.00
			TOTAL:	55.00
DELGADO, ROSIE	LODGING REIMB-HYATT/DALLAS	CAMI GRANT	DISTRICT ATTORNEY	991.15
			TOTAL:	991.15

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
DELL MARKETING I.P.	OFFICE 365 GCC/JUL 2023	GENERAL FUND	BOARD OF COMMISSIONERS	33.44	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	BOARD OF COMMISSIONERS	33.44	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	83.55	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	83.55	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	16.72	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	16.72	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	TREASURER	19.49	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	TREASURER	19.49	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	COUNTY CLERK	8.36	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	COUNTY CLERK	8.36	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	DISTRICT ATTORNEY	41.80	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	DISTRICT ATTORNEY	41.80	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	JUVENILE DEPARTMENT	16.72	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	JUVENILE DEPARTMENT	16.72	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	83.60	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	83.60	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	HEALTH DEPARTMENT	25.08	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	HEALTH DEPARTMENT	25.08	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	PLANNING DEPARTMENT	41.80	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	PLANNING DEPARTMENT	41.80	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	16.72	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	16.72	
	DELL LATITUDE 3540/P-R	GENERAL FUND	COMPUTER	1,204.13	
	OFFICE 365 GCC/JUL 2023	GENERAL FUND	HUMAN RESOURCES	8.36	
	OFFICE 365 GCC3/JUL 2023	GENERAL FUND	HUMAN RESOURCES	8.36	
	OFFICE 365 GCC/JUL 2023	ROAD FUND	ROAD DEPARTMENT	25.08	
	OFFICE 365 GCC3/JUL 2023	ROAD FUND	ROAD DEPARTMENT	25.08	
	OFFICE 365 GCC/JUL 2023	FAIR	NON-DEPARTMENTAL	8.36	
	OFFICE 365 GCC3/JUL 2023	FAIR	NON-DEPARTMENTAL	8.36	
	OFFICE 365 GCC/JUL 2023	PARK FUND	ATV PARK	33.44	
	OFFICE 365 GCC3/JUL 2023	PARK FUND	ATV PARK	33.44	
				TOTAL:	2,129.17
	DESERT SPRINGS BOTTLED WATER	NWE-JUL 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,348.20
		NWE-JUL 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,042.10
		NWE-JUL 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,579.95
NWE-JUL 2023 DELIVERIES		GENERAL FUND	HEALTH DEPARTMENT	1,324.85	
NWE-JUL 2023 DELIVERIES		GENERAL FUND	HEALTH DEPARTMENT	1,157.05	
NWE-JUL 2023 DELIVERIES		GENERAL FUND	HEALTH DEPARTMENT	1,150.55	
NWE-JUL 2023 DELIVERIES		GENERAL FUND	HEALTH DEPARTMENT	1,443.00	
GEN MAINT COOLER RENT		GENERAL FUND	PUBLIC WORKS ADMIN	9.95	
COURTHOUSE/WATER DELIVERY		GENERAL FUND	NON-DEPARTMENTAL	42.20	
COURTHOUSE/COOLER RENT		GENERAL FUND	NON-DEPARTMENTAL	11.95	
MCGC/COOLER RENT		GENERAL FUND	NON-DEPARTMENTAL	11.95	
ROAD/WATER DELIVERY		ROAD FUND	ROAD DEPARTMENT	10.80	
ROAD/WATER DELIVERY		ROAD FUND	ROAD DEPARTMENT	26.50	
				TOTAL:	9,159.05
DEVIN OIL CO INC		ASSESSOR FUEL/JUL 31 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	36.18
	DA OFF FUEL/JUL 31 2023	GENERAL FUND	DISTRICT ATTORNEY	189.27	
	DA OFF FUEL/ AUG 15 2023	GENERAL FUND	DISTRICT ATTORNEY	281.29	
	JUVENILE FUEL/JUL 31 2023	GENERAL FUND	JUVENILE DEPARTMENT	105.52	
	JUVENILE FUEL/AUG 15 2023	GENERAL FUND	JUVENILE DEPARTMENT	117.25	
	SHER OFF FUEL/AUG 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	3,138.11	
	HEALTH FUEL/FEB 15 2023	GENERAL FUND	HEALTH DEPARTMENT	141.14	
	HEALTH FUEL/JUL 31 2023	GENERAL FUND	HEALTH DEPARTMENT	104.54	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ROAD/FUEL-GAS	ROAD FUND	ROAD DEPARTMENT	8,215.32
	ROAD/DIESEL	ROAD FUND	ROAD DEPARTMENT	20,048.00
	SHOP/DIESEL TANK	ROAD FUND	ROAD DEPARTMENT	4,298.87
	SHER OFF FUEL/AUG 15 2023	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	441.98
	OHV/FUEL	PARK FUND	ATV PARK	1,841.40
	OHV/FUEL	PARK FUND	ATV PARK	2,456.41
	SHER OFF FUEL/AUG 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	239.82
			TOTAL:	41,655.10
DEVIN OIL CO. INC.	SHER OFF FUEL/AUG 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	543.81
	SHER OFF FUEL/AUG 15 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,739.60
	SHER OFF FUEL/AUG 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	262.53
			TOTAL:	3,545.94
DICK HANNAH CHEVEROLET	2023 SILVERADO 6500/V#7680	WEED EQUIP. RESERV	WEED DEPT	63,697.00
	2023 SILVERADO 6500/V#7680	WEED EQUIP. RESERV	WEED DEPT	688.85
			TOTAL:	64,385.85
DILL-SPEARS, KATHERINE R	OHV HOST FEE/7/24-8/6/2023	PARK FUND	ATV PARK	780.00
	OHV HOST FEE 8/7-8/20/23	PARK FUND	ATV PARK	845.00
			TOTAL:	1,625.00
DLR GROUP ARCHITECTURE & ENGINEERING,	CRTHSE SITE ANALYSIS/JUN 2	CAPITAL IMPROVEMEN	NON-DEPARTMENTAL	2,545.00
			TOTAL:	2,545.00
DUCOTE CONSULTING, LLC	UMHS CDBG CONSULT/JUN 2023	GENERAL FUND	NON-DEPARTMENTAL	605.00
	UMHS CDBG CONSULT/JUL 2023	GENERAL FUND	NON-DEPARTMENTAL	522.50
	CRHT CONSULT/MAY 2023	HERITAGE TRAIL FUN	PLANNING DEPARTMENT	830.00
	CRHT CONSULT/JUN 2023	HERITAGE TRAIL FUN	PLANNING DEPARTMENT	1,292.50
			TOTAL:	3,250.00
DUNTEN, KRISTIN	2023 FAIR/PRESENTATION JUD	FAIR	FAIR	250.00
			TOTAL:	250.00
EAST OREGONIAN CIRCULATION	PLANNING/PUBLIC NOTICE	GENERAL FUND	PLANNING DEPARTMENT	152.25
	PARKS/ADVERTISEMENT	PARK FUND	CUTSFORTH PARK	48.33
	PARKS/ADVERTISEMENT	PARK FUND	ANSON WRIGHT PARK	48.33
	PARKS/ADVERTISEMENT	PARK FUND	ATV PARK	48.34
			TOTAL:	297.25
EAST OREGONIAN PUBLISHING COMPANY, INC	PUBLIC WORK/6M SUBSCRIPTIO	GENERAL FUND	PUBLIC WORKS ADMIN	130.00
			TOTAL:	130.00
EKSTROM, STACIE	JUL 2025 PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	22.27
	APR 2023 PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	53.71
			TOTAL:	75.98
ENVIROAD LLC	#594/EBS-RA 32.03TN	ROAD FUND	ROAD DEPARTMENT	24,663.10
	#5943EBS-EA 34.76TN	ROAD FUND	ROAD DEPARTMENT	26,765.20
	#594/EARTHBIND PRIME/23.14	ROAD FUND	ROAD DEPARTMENT	17,817.80
			TOTAL:	69,246.10
FAIR, TERES MARIE	2023 FAIR/CANNING JUDGE	FAIR	FAIR	200.00
			TOTAL:	200.00
FINLEY BUTTES LANDFILL CO	TRANS STN FEES/JUL 31 2023	GENERAL FUND	SOLID WASTE TRNS STATI	427.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TRANS STN FEES/AUG 15 2023	GENERAL FUND	SOLID WASTE TRNS STATI	249.09
			TOTAL:	676.59
GENTRY, TERRI	2023 FAIR/HERDSMAN JUDGE	FAIR	FAIR	200.00
			TOTAL:	200.00
GEORGE, AMY	CRIMES AGNST CHD REIMB 23	CAMI GRANT	DISTRICT ATTORNEY	303.67
			TOTAL:	303.67
GILBERTSON, PHYLLIS	FUEL REIMB/7-19-23	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	30.00
			TOTAL:	30.00
GLOVER, DEBRAH	2023 FAIR/CLOTHING JUDGE	FAIR	FAIR	500.00
			TOTAL:	500.00
GREER, LENN	2023 MC FAIR/CATER BUYER L	FAIR	NON-DEPARTMENTAL	2,250.00
			TOTAL:	2,250.00
GROGAN, LINDSAY	MILEAGE REIMBURSE/ 8-3-202	GENERAL FUND	HUMAN RESOURCES	91.70
			TOTAL:	91.70
GSI WATER SOLUTIONS, INC	WATER COORD SERV/JUL 2023	WATER PLANNING FUN	COMMUNITY DEVELOPMENT	5,785.35
	WATER COORD SERV/JUL 2023	WATER PLANNING FUN	COMMUNITY DEVELOPMENT	2,550.00
			TOTAL:	8,335.35
GSMC COMMUNITY HEALTH & OUTREACH	CAREVAN QTR 4/MC/APR-JUN 2	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	1,625.00
	CAREVAN QTR 4/VET/APR-JUN	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	2,500.00
			TOTAL:	4,125.00
HADDEN, CHARLENE	2023 FAIR/QUILT JUDGE	FAIR	FAIR	330.00
			TOTAL:	330.00
HALL, PAUL	REFUND/INVOICE #123590	GENERAL FUND	JUSTICE COURT	3.00
			TOTAL:	3.00
HARMON-COLLINS, JEAN MARIE	2023 FAIR/WRITING JUDGE	FAIR	FAIR	165.00
			TOTAL:	165.00
HEALY, JOHN	REFUND/INVOICE 123552	GENERAL FUND	JUSTICE COURT	120.01
			TOTAL:	120.01
HELION SOFTWARE, INC.	A&T 2023-24 ORCATS BASE SF	GENERAL FUND	ASSESSOR/TAX COLLECTOR	60,132.00
			TOTAL:	60,132.00
HENRICHS, JOSH	CDL RECERTIFICATION FEE	ROAD FUND	ROAD DEPARTMENT	26.00
	2023-24 WORK BOOT REIMBURS	ROAD FUND	ROAD DEPARTMENT	200.00
			TOTAL:	226.00
HEPPNER AUTO PARTS	#E266575/FULL OIL SERVICE	GENERAL FUND	HEALTH DEPARTMENT	100.35
	SHOP STOCK	ROAD FUND	ROAD DEPARTMENT	15.95
	#1508/FUEL PUMP	ROAD FUND	ROAD DEPARTMENT	174.59
	SHOP STOCK	ROAD FUND	ROAD DEPARTMENT	23.29
	SHOP/MASTER SENSOR KIT	ROAD FUND	ROAD DEPARTMENT	381.10
	SHOP STOCK	ROAD FUND	ROAD DEPARTMENT	518.00
			TOTAL:	1,213.28

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HEPPNER CEMETERY DIST.	HEPPNER CEMETERY DIST.	HEPPNER CEMETERY	HEPPNER CEMETERY	67.47
			TOTAL:	67.47
HEPPNER CHAMBER OF COMMERCE	2023 MC FAIR COORDINATION	FAIR	NON-DEPARTMENTAL	400.00
			TOTAL:	400.00
HEPPNER MARKET FRESH	JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	8.86
	GM/WATER	GENERAL FUND	PUBLIC WORKS-GEN MAINT	18.98
			TOTAL:	27.84
HEPPNER RURAL FIRE PD	HEPPNER RURAL FIRE PD	HEPPNER RFPD	HEPPNER RFPD	84.65
	HEPPNER RURAL FIRE PD	HEPPNER RFD BOND	HEPPNER RFD BOND	36.69
			TOTAL:	121.34
HEPPNER WATER CONTROL DIS	HEPPNER WATER CONTROL DIS	HEPPNER WATER CONT	HEPPNER WATER CONTROL	13.24
			TOTAL:	13.24
HERMISTON AUTO PARTS	SHER OFF/VEHICLE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	97.92
	SHER OFF/BATTERIES	GENERAL FUND	SHERIFF'S DEPARTMENT	47.45
	PUG MILL/REPAIR	ROAD FUND	ROAD DEPARTMENT	128.02
			TOTAL:	273.39
HERSHNER HUNTER, LLP	SERVICES RENDERED/APR 2023	GENERAL FUND	NON-DEPARTMENTAL	1,482.00
			TOTAL:	1,482.00
HIGH DESERT CONSULTING	CONSULTING SRVC JUL 2023/A	GENERAL FUND	BOARD OF COMMISSIONERS	3,741.29
			TOTAL:	3,741.29
HRA VEBA TRUST	HRA VEBA TRUST	GENERAL FUND	NON-DEPARTMENTAL	2,687.50
	HRA VEBA TRUST	911 EMERGENCY FUND	NON-DEPARTMENTAL	187.50
	HRA VEBA TRUST	COMMUNITY CORRECTI	NON-DEPARTMENTAL	375.00
			TOTAL:	3,250.00
HUGHES NETWORK SYSTEMS, LLC	INTERNET-CUTS & AW/MAY 202	PARK FUND	CUTSFORTH PARK	133.47
	INTERNET-CUTS/JUN 2023	PARK FUND	CUTSFORTH PARK	132.72
	INTERNET-CUTS & AW/JUL 202	PARK FUND	CUTSFORTH PARK	310.38
	INTERNET-CUTS & AW/MAY 202	PARK FUND	ANSON WRIGHT PARK	123.48
	INTERNET-CUTS & AW/JUL 202	PARK FUND	ANSON WRIGHT PARK	355.00
			TOTAL:	1,055.05
HUGHES, JOYCE	2023 FAIR/PHOTO JUDGE	FAIR	FAIR	250.00
			TOTAL:	250.00
IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT RECEIP	GENERAL FUND	NON-DEPARTMENTAL	241.72
	IDAHO CHILD SUPPORT RECEIP	GENERAL FUND	NON-DEPARTMENTAL	241.72
			TOTAL:	483.44
IDAHO STATE TAX COMMISSION	AUG 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	426.60
			TOTAL:	426.60
INCYTE DIAGNOSTICS	LAB SERVICES/JUN 2023	GENERAL FUND	HEALTH DEPARTMENT	248.54
	LAB SERVICES/MAY 2023	GENERAL FUND	HEALTH DEPARTMENT	394.29
			TOTAL:	642.83
INLAND DEVELOPMENT CORPORATION	BUSINESS ETHERNET/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	1,844.43
	DARK FIBER LEASE/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	2,073.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>3,917.63</u>
INLAND IMAGING ASSOCIATES PS	DIRECT PAY/#5655499-5/23/2	GENERAL FUND	SHERIFF'S DEPARTMENT	31.00
	DIRECT PAY/#5655501-5/23/2	GENERAL FUND	SHERIFF'S DEPARTMENT	31.00
			TOTAL:	<u>62.00</u>
INNOVA LEGAL ADVISORS	ASA ATTY. FEES 7/03-7/14/2	GENERAL FUND	BOARD OF COMMISSIONERS	2,626.00
	ASA ATTY. FEES 6/23-6/29/2	GENERAL FUND	NON-DEPARTMENTAL	4,638.00
			TOTAL:	<u>7,264.00</u>
INTERMOUNTAIN ESD	HEALTH/MARKETING	GENERAL FUND	HEALTH DEPARTMENT	62.20
	INTERMOUNTAIN ESD	UMATILLA-MORROW ES	UMATILLA-MORROW ESD	2,077.47
			TOTAL:	<u>2,139.67</u>
IONE LIBRARY DISTRICT	IONE LIBRARY DISTRICT	IONE LIBRARY DISTRICT	IONE LIBRARY DISTRICT	10,000.00
			TOTAL:	<u>10,000.00</u>
IONE RFPD	IONE RFPD	IONE RFPD	IONE RFPD	6,662.36
			TOTAL:	<u>6,662.36</u>
IONE SCHOOL DISTRICT	IONE SCHOOL DISTRICT	IONE SCH DIST B&I	IONE SCH DIST B&I	600.00
	IONE SCHOOL DISTRICT	IONE SCHOOL DISTRI	IONE SCHOOL DISTRICT	918.76
			TOTAL:	<u>1,518.76</u>
IONE-LEXINGTON CEMETERY	IONE-LEXINGTON CEMETERY	IONE-LEX CEMETERY	IONE-LEX CEMETERY	74.35
			TOTAL:	<u>74.35</u>
IRON MOUNTAIN INC.	SHER OFFICE/SHREDDING SERV	GENERAL FUND	SHERIFF'S DEPARTMENT	520.52
			TOTAL:	<u>520.52</u>
IRRIGON - BOARDMAN EMERGENCY ASSISTANC	MONTHLY ALLOCATION/AUG 202	GENERAL FUND	NON-DEPARTMENTAL	2,083.33
	MONTHLY ALLOCATION/AUG 202	RESILIENCY FUND	RESILIENCY FUND	2,083.33
			TOTAL:	<u>4,166.66</u>
IRRIGON CEMETERY DIST.	IRRIGON CEMETERY DIST.	IRRIGON CEMETERY	IRRIGON CEMETERY	30.08
			TOTAL:	<u>30.08</u>
IRRIGON PARK & REC DIST.	IRRIGON PARK & REC DIST.	IRRIGON PARK	IRRIGON PARK	119.49
			TOTAL:	<u>119.49</u>
IRRIGON RURAL FIRE DEPARTMENT	IRRIGON RURAL FIRE DEPARTM	IRRIGON RFPD	IRRIGON RFPD	155.58
			TOTAL:	<u>155.58</u>
IRS	AUG 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	47,755.67
			TOTAL:	<u>47,755.67</u>
J & S TOWING	TOW SERVICE 7/26/2023 V#00	GENERAL FUND	SHERIFF'S DEPARTMENT	504.00
			TOTAL:	<u>504.00</u>
JEPPSEN PEST CONTROL, INC.	SHER OFF/RODENT SERVICES	GENERAL FUND	PUBLIC WORKS-GEN MAINT	66.00
	FAIR/RODENT SERVICES	FAIR	NON-DEPARTMENTAL	86.00
			TOTAL:	<u>152.00</u>
JIFFY LUBE	2021 F550/FULL SERVICE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	130.45
	2018 CARAVAN/FULL SERVICE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	99.70
	2017 CARAVAN/FULL SERVICE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	113.10

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2023 SIENNA/FULL SERVICE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	89.99
	2016 CARAVAN/FULL SERVICE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	211.09
	2020 VOYAGER/FULL SERVICE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	92.69
			TOTAL:	737.02
JOHNSON, WYATT	2023 FAIR/8-19 ENTERTAINME	FAIR	FAIR	300.00
	2023 FAIR/8-17 ENTERTAINME	FAIR	FAIR	600.00
			TOTAL:	900.00
JONES, ANN	2023 MC FAIR/PARADE CANDY	FAIR	NON-DEPARTMENTAL	235.72
			TOTAL:	235.72
KARPEL SOLUTIONS, INC.	2023-24 ANNUAL MAINTENANCE	GENERAL FUND	DISTRICT ATTORNEY	2,750.00
			TOTAL:	2,750.00
KENNY LAND SURVEYING	SURVEYOR SERVICES/JUL 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	2,640.00
	SURVEYOR SERVICES/JUN 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	2,640.00
			TOTAL:	5,280.00
KILKENNY, JOE	JAN, JUN 2023 PLAN COMM MI	GENERAL FUND	PLANNING DEPARTMENT	74.67
	JUL 2023 PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	13.10
			TOTAL:	87.77
KILLION, MARY	APR & JUN PLAN COMM MILEAG	GENERAL FUND	PLANNING DEPARTMENT	31.44
			TOTAL:	31.44
KILSDONK, MATREENA	2023 FAIR/PHOTO JUDGE	FAIR	FAIR	165.00
			TOTAL:	165.00
KIMBALL MIDWEST	SHOP/MISC SUPPLY	ROAD FUND	ROAD DEPARTMENT	622.00
			TOTAL:	622.00
LANDMARK FORD	#162/SENSOR REPAIR	ROAD FUND	ROAD DEPARTMENT	257.99
	SHOP STOCK	ROAD FUND	ROAD DEPARTMENT	1,480.20
			TOTAL:	1,738.19
LANGUAGE LINE SERVICES INC.	O-T-P INTERPRETER FEE/JUL	GENERAL FUND	JUSTICE COURT	36.65
			TOTAL:	36.65
LEGACY FORD	PW/23 F150 PURCHASE/V#E49	ROAD FUND EQUIP RE	ROAD DEPARTMENT	43,361.78
			TOTAL:	43,361.78
LES SCHWAB MAIN OFFICE	2022 DURANGO/TIRE PACKAGE	GENERAL FUND	SHERIFF'S DEPARTMENT	1,212.28
	2022 DURANGO/TIRE DISMNT M	GENERAL FUND	SHERIFF'S DEPARTMENT	26.98
	2022 DURANGO/TIRE SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	26.98
			TOTAL:	1,266.24
LES SCHWAB TIRE CENTER	WEED/MISC EQUIPMENT	GENERAL FUND	WEED DEPT.	145.99
	#1657/TIRE REPAIR	ROAD FUND	ROAD DEPARTMENT	44.99
	OHV/#783/BATTERY	PARK FUND	ATV PARK	260.99
	OHV/#1570/TIRE PACKAGE	PARK FUND	ATV PARK	873.12
			TOTAL:	1,325.09
LEXISNEXIS	DA SUBSCRIPTION/JUL 2023	LAW LIBRARY	DISTRICT ATTORNEY	234.00
			TOTAL:	234.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
LIFE FLIGHT	LIFE FLIGHT	GENERAL FUND	NON-DEPARTMENTAL	140.76	
	LIFE FLIGHT	GENERAL FUND	NON-DEPARTMENTAL	126.75	
	LIFE FLIGHT	ROAD FUND	NON-DEPARTMENTAL	70.38	
	LIFE FLIGHT	ROAD FUND	NON-DEPARTMENTAL	65.00	
	LIFE FLIGHT	PARK FUND	NON-DEPARTMENTAL	3.25	
			TOTAL:	406.14	
LIFEMAP ASSURANCE COMPANY	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	735.50	
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	0.33	
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	0.21	
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	739.63	
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	9.51	
	LIFEMAP ASSURANCE COMPANY	ROAD FUND	NON-DEPARTMENTAL	152.92	
	LIFEMAP ASSURANCE COMPANY	ROAD FUND	NON-DEPARTMENTAL	164.81	
	LIFEMAP ASSURANCE COMPANY	AIRPORT FUND	NON-DEPARTMENTAL	3.33	
	LIFEMAP ASSURANCE COMPANY	AIRPORT FUND	NON-DEPARTMENTAL	3.39	
	LIFEMAP ASSURANCE COMPANY	911 EMERGENCY FUND	NON-DEPARTMENTAL	23.76	
	LIFEMAP ASSURANCE COMPANY	911 EMERGENCY FUND	NON-DEPARTMENTAL	23.77	
	LIFEMAP ASSURANCE COMPANY	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	9.51	
	LIFEMAP ASSURANCE COMPANY	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	19.02	
	LIFEMAP ASSURANCE COMPANY	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	9.51	
	LIFEMAP ASSURANCE COMPANY	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	9.51	
	LIFEMAP ASSURANCE COMPANY	BUILDING PERMIT FU	NON-DEPARTMENTAL	1.92	
	LIFEMAP ASSURANCE COMPANY	BUILDING PERMIT FU	NON-DEPARTMENTAL	1.92	
	LIFEMAP ASSURANCE COMPANY	PARK FUND	NON-DEPARTMENTAL	25.16	
	LIFEMAP ASSURANCE COMPANY	PARK FUND	NON-DEPARTMENTAL	0.21	
	LIFEMAP ASSURANCE COMPANY	PARK FUND	NON-DEPARTMENTAL	30.14	
	LIFEMAP ASSURANCE COMPANY	5310 - FTA GRANT F	NON-DEPARTMENTAL	9.51	
	LIFEMAP ASSURANCE COMPANY	COMMUNITY CORRECTI	NON-DEPARTMENTAL	39.45	
	LIFEMAP ASSURANCE COMPANY	COMMUNITY CORRECTI	NON-DEPARTMENTAL	1.79	
	LIFEMAP ASSURANCE COMPANY	COMMUNITY CORRECTI	NON-DEPARTMENTAL	40.44	
				TOTAL:	2,055.25
	LITESYS INC./INTELCOM, INC.	ROAD/READER BOARD PLUGS	ROAD FUND	ROAD DEPARTMENT	119.02
				TOTAL:	119.02
	LIU, ALVIN J	2023 MC FAIR/ENTRTRNMNT LOD FAIR	FAIR	NON-DEPARTMENTAL	899.94
				TOTAL:	899.94
	LOILAND, JAMES	2023 FAIR/FRUIT-VEGGIE JUD FAIR	FAIR	FAIR	165.00
			TOTAL:	165.00	
MCELROY, DIANA	MILEAGE REIMBURSEMENT/7-31	GENERAL FUND	HEALTH DEPARTMENT	62.88	
			TOTAL:	62.88	
MCKESSON MEDICAL-SURGICAL GOVERNMENT S	MAY 2023 FINANCE CHARGE	GENERAL FUND	HEALTH DEPARTMENT	1.86	
	MEDICAL SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	39.74	
	MEDICAL SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	23.74	
	PHARMACEUTICAL	GENERAL FUND	HEALTH DEPARTMENT	138.55	
			TOTAL:	203.89	
MID COLUMBIA FORKLIFT, INC	RENT 7/5-8/4 DOOSAN FORKLI	ROAD FUND	ROAD DEPARTMENT	1,600.00	
	RENT 8/5-9/4/23 DOOSAN FOR	ROAD FUND	ROAD DEPARTMENT	1,600.00	
			TOTAL:	3,200.00	
MILLER & SONS DISPOSAL SERVICE LLC	DISPOSAL SERV-PW/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DISPOSAL SERV-FW/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00
	DISPOSAL SERV-FW/JUL 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00
	DISPOSAL SERV-STJS/JUL 2023	GENERAL FUND	SOLID WASTE TRNS STATI	1,080.00
	DISPOSAL SERV-STJS/JUL 2023	GENERAL FUND	SOLID WASTE TRNS STATI	990.00
	DISPOSAL SERV-STJS/JUL 2023	GENERAL FUND	SOLID WASTE TRNS STATI	900.00
	DISPOSAL SERV STS-JUL 2023	GENERAL FUND	SOLID WASTE TRNS STATI	990.00
	DISPOSAL SERV-FW/JUL 2023	ROAD FUND	ROAD DEPARTMENT	82.00
	DISPOSAL SERV-FAIR/JUL 2023	FAIR	NON-DEPARTMENTAL	164.00
	DISPOSAL SERV-CUTS/JUL 202	PARK FUND	CUTSFORTH PARK	606.00
	DISPOSAL SERV-OHV/JUL 2023	PARK FUND	ATV PARK	630.00
			TOTAL:	5,688.00
MILLS, CAROL	2023 FAIR/ART-CRAFT JUDGE	FAIR	FAIR	330.00
			TOTAL:	330.00
MOBILE HOME OMBUDSMAN	MOBILE HOME OMBUDSMAN	MAN. STRUCTURE OMB	MOBILE HOME OMBUDSMAN	6.17
			TOTAL:	6.17
MONTANA DEPARTMENT OF REVENUE	AUG 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	64.57
			TOTAL:	64.57
MONTE DE OCA, MARTIN	JUL 17 2023 INTERPRETER SE	GENERAL FUND	JUSTICE COURT	200.00
	JUL 26 2023 INTERPRETER SE	GENERAL FUND	JUSTICE COURT	150.00
	JUL 21 2023 INTERPRETER SE	GENERAL FUND	JUSTICE COURT	50.00
	JUL 24 2023 INTERPRETER SE	GENERAL FUND	JUSTICE COURT	150.00
	JUL 25 2023 INTERPRETER SE	GENERAL FUND	JUSTICE COURT	50.00
	JUL 26 2023 INTERPRETER SE	GENERAL FUND	JUSTICE COURT	50.00
	JUL 27 2023 INTERPRETER SE	GENERAL FUND	JUSTICE COURT	150.00
	AUG 17 2023 INTERPRETER FE	GENERAL FUND	JUSTICE COURT	150.00
			TOTAL:	950.00
MOON SECURITY SERVICE, INC	FIRE-ELEV MONITOR-BB/AUG 2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	99.95
	FIRE-ELEV MONITOR/BB/SEP 2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	99.95
	FIRE MONITOR-FAIR/AUG 2023	FAIR	NON-DEPARTMENTAL	59.00
			TOTAL:	258.90
MORRIS, ELIZABETH	AW HOST 07/24/23-8/6/23 10	PARK FUND	ANSON WRIGHT PARK	400.00
	AW HOST FEE 8/7-8/20/2023	PARK FUND	ANSON WRIGHT PARK	440.00
			TOTAL:	840.00
MORRIS, ROBERT	HOST ASST 7/24/23-8/6/23 2	PARK FUND	ANSON WRIGHT PARK	80.00
			TOTAL:	80.00
MORROW CO GRAIN GROWERS	FINANCE CHARGE/MCGG	GENERAL FUND	PUBLIC WORKS ADMIN	33.24
	SHOP SUPPLY	GENERAL FUND	PUBLIC WORKS ADMIN	13.99
	#258/VEHICLE REPAIR	GENERAL FUND	PUBLIC WORKS-GEN MAINT	7.49
	SHOP SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	43.57
	SHER OFF/GROUNDS MAINTENAN	GENERAL FUND	PUBLIC WORKS-GEN MAINT	3.73
	SHER OFF/GROUNDS MAINTENAN	GENERAL FUND	PUBLIC WORKS-GEN MAINT	31.41
	WEED/SAFETY SUPPLY	GENERAL FUND	WEED DEPT.	29.44
	WEED/CONTRACT SPRAYING	GENERAL FUND	WEED DEPT.	250.00
	WEED/CHEMICALS	GENERAL FUND	WEED DEPT.	70.00
	FINANCE CHARGE/MCGG	GENERAL FUND	WEED DEPT.	12.37
	WEED/SMALL EQUIPMENT	GENERAL FUND	WEED DEPT.	15.48
	WEED/PUMP REPAIR	GENERAL FUND	WEED DEPT.	275.63
	#162/EQUIPMENT REPAIR	ROAD FUND	ROAD DEPARTMENT	329.98

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	#162/VEHICLE REPAIR	ROAD FUND	ROAD DEPARTMENT	253.97
	#162/BRAKE PAD EXCHANGE	ROAD FUND	ROAD DEPARTMENT	49.99-
	#162/BRAKE PAD EXCHANGE	ROAD FUND	ROAD DEPARTMENT	39.99
	#234/VEHICLE REPAIR	ROAD FUND	ROAD DEPARTMENT	7.47
	#1124/REPAIR AND MAINTENAN	ROAD FUND	ROAD DEPARTMENT	13.25
	#1548/REPAIR AND MAINTENAN	ROAD FUND	ROAD DEPARTMENT	131.36
	#234/VEHICLE MAINTENANCE	ROAD FUND	ROAD DEPARTMENT	128.22
	#1124/EQUIPMENT REPAIR	ROAD FUND	ROAD DEPARTMENT	51.99
	#1508/IGNITION SWITCH REPA	ROAD FUND	ROAD DEPARTMENT	43.97
	#162/ALTERNATOR REPAIR	ROAD FUND	ROAD DEPARTMENT	216.49
	#162/VEHICLE REPAIR	ROAD FUND	ROAD DEPARTMENT	27.50-
	PUG MILL/SM TOOLS EQUIPMEN	ROAD FUND	ROAD DEPARTMENT	4.49
	ROAD/SHOP SUPPLIES	ROAD FUND	ROAD DEPARTMENT	89.99
	#161/VEHICLE REPAIR & MAIN	ROAD FUND	ROAD DEPARTMENT	24.99
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	3.29
	FINANCE CHARGE/MCGG	ROAD FUND	ROAD DEPARTMENT	27.42
	FINANCE CHARGE/MCGG	ROAD FUND	ROAD DEPARTMENT	2.32
	SHOP/SAFETY SUPPLY	ROAD FUND	ROAD DEPARTMENT	31.99
	ROAD/SAFETY EQUIPMENT	ROAD FUND	ROAD DEPARTMENT	29.95
	SHOP/SAFETY SUPPLY	ROAD FUND	ROAD DEPARTMENT	17.99
	#234/EQUIPMENT REPAIR	ROAD FUND	ROAD DEPARTMENT	14.40
	#1508/VEHICLE REPAIR AND M	ROAD FUND	ROAD DEPARTMENT	16.90
	SHOP/PROPANE	ROAD FUND	ROAD DEPARTMENT	44.16
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	6.36
	PUG MILL/SAFETY EQUIPMENT	ROAD FUND	ROAD DEPARTMENT	39.98
	FINANCE CHARGE/MCGG	FAIR	NON-DEPARTMENTAL	0.60
	FAIR/EQUIPMENT	FAIR	NON-DEPARTMENTAL	3,390.00
	CUTS/PROPANE	PARK FUND	CUTSFORTH PARK	52.16
	CUTS/PROPANE TANK RENTAL	PARK FUND	CUTSFORTH PARK	60.00
	OHV/PROPANE	PARK FUND	ATV PARK	142.13
	OHV/PROPANE	PARK FUND	ATV PARK	98.56
	OHV/PROPANE	PARK FUND	ATV PARK	98.57
	2023 POLARIS 570 TRL/#1265	PARK FUND	ATV PARK	10,599.00
	2023 POLARIS 570 TRL/#1265	PARK FUND	ATV PARK	900.00-
	2023 POLARIS 570 TRL/#1265	PARK FUND	ATV PARK	300.00
	OHV/PROPANE TANK RENTAL	PARK FUND	ATV PARK	60.00
	#731/VEHICLE MAINTENANCE	PARK FUND	ATV PARK	56.59
	OHV/SHOP STOCK	PARK FUND	ATV PARK	13.99
	OHV/SMALL TOOLS	PARK FUND	ATV PARK	33.99
	#1703/VEHICLE REPAIR & MAI	PARK FUND	ATV PARK	99.98
	#170-OHV/VEHICLE REPAIR	PARK FUND	ATV PARK	282.59
	OHV/SHOP TOOLS	PARK FUND	ATV PARK	10.99
	#1570/VEHICLE REPAIR & MAI	PARK FUND	ATV PARK	504.98
	#1570/VEHICLE REPAIR & MAI	PARK FUND	ATV PARK	126.94
	#1570/VEHICLE REPAIR & MAI	PARK FUND	ATV PARK	99.98
	OHV/VEHICLE EQUIPMENT	PARK FUND	ATV PARK	54.97
	#791/HYDRAULIC HOSE REPAIR	PARK FUND	ATV PARK	59.94
			TOTAL:	17,525.74
MORROW CO HEALTH DISTRICT	MORROW CO HEALTH DISTRICT	MORROW CO HEALTH D	MORROW CO HEALTH DISTR	3,193.74
			TOTAL:	3,193.74
MORROW CO PUBLIC WORKS	SOUTH TRANS FEES./JUN 25 20	FINLEY BUTTES	LICE LICENSE FEE	765.00
	NORTH TRANS FEES/JUN 2023	FINLEY BUTTES	LICE LICENSE FEE	272.50
	NORTH TRANS FEES/MAY 6 202	FINLEY BUTTES	LICE LICENSE FEE	125.50
	NORTH TRANS FEES/MAY 7 202	FINLEY BUTTES	LICE LICENSE FEE	147.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NORTH TRANS FEES/ MAY 13 2	FINLEY BUTTES	LICE LICENSE FEE	46.00
	NORTH TRANS FEES/MAY 20 20	FINLEY BUTTES	LICE LICENSE FEE	76.50
	NORTH TRANS FEES/MAY 28 20	FINLEY BUTTES	LICE LICENSE FEE	61.00
	SOUTH TRANS FEES/ MAY 7 20	FINLEY BUTTES	LICE LICENSE FEE	158.00
	SOUTH TRANS FEE/MAY 12 202	FINLEY BUTTES	LICE LICENSE FEE	41.00
	SOUTH TRANS FEE/MAY 27 202	FINLEY BUTTES	LICE LICENSE FEE	56.00
			TOTAL:	1,748.50
MORROW CO SCHOOL DIST	MORROW CO SCHOOL DIST	MORROW CO SCHOOL D	MORROW CO SCHOOL DISTR	12,695.12
			TOTAL:	12,695.12
MORROW CO SHERIFF'S OFFICE	COURT SECURITY/APR-JUL 202	COURT SECURITY FUN	NON-DEPARTMENTAL	2,455.07
	COURT SECURITY/APR-JUL 202	COURT SECURITY FUN	NON-DEPARTMENTAL	2,682.86
	COURT SECURITY/APR-JUL 202	COURT SECURITY FUN	NON-DEPARTMENTAL	2,980.25
			TOTAL:	8,118.18
MORROW CO TREASURER	MCCC/PAINT NIGHT	SAFETY COMMITTEE F	NON-DEPARTMENTAL	60.00
			TOTAL:	60.00
NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	926.00
	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	926.00
	NATIONWIDE RETIREMENT	ROAD FUND	NON-DEPARTMENTAL	105.00
	NATIONWIDE RETIREMENT	ROAD FUND	NON-DEPARTMENTAL	105.00
	NATIONWIDE RETIREMENT	AIRPORT FUND	NON-DEPARTMENTAL	110.25
	NATIONWIDE RETIREMENT	AIRPORT FUND	NON-DEPARTMENTAL	110.25
	NATIONWIDE RETIREMENT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	75.00
	NATIONWIDE RETIREMENT	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	75.00
	NATIONWIDE RETIREMENT	PARK FUND	NON-DEPARTMENTAL	8.75
	NATIONWIDE RETIREMENT	PARK FUND	NON-DEPARTMENTAL	8.75
			TOTAL:	2,450.00
NEIGHBORHOOD CENTER OF SOUTH MORROW CO	MONTHLY ALLOCATION/AUG 202	GENERAL FUND	NON-DEPARTMENTAL	2,083.33
	MONTHLY ALLOCATION/AUG 202	RESILIENCY FUND	RESILIENCY FUND	2,083.33
			TOTAL:	4,166.66
NELSON, ANDREA	MCCC PAINT NIGHT FOOD AND	GENERAL FUND	NON-DEPARTMENTAL	89.22
			TOTAL:	89.22
NEWMAN, ALICE L	2023 FAIR/FOOD JUDGE	FAIR	FAIR	500.00
			TOTAL:	500.00
NORCOR	DETENTION SERVICES/MAY 202	GENERAL FUND	JUVENILE DEPARTMENT	110.76
	DETENTION SERVICES/JUL 202	GENERAL FUND	JUVENILE DEPARTMENT	2,178.00
			TOTAL:	2,288.76
NORTH MORROW TIMES	FAIR/ADVERTISING	FAIR	NON-DEPARTMENTAL	452.00
	MCPT/ADVERTISING	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	93.50
			TOTAL:	545.50
NORTH MORROW VECTOR CONT	NORTH MORROW VECTOR CONT	N MORROW VECTOR CO	N MORROW VECTOR CONTRO	784.15
			TOTAL:	784.15
NORTHWEST EQUIPMENT SALES, INC.	#234/LIGHTS	ROAD FUND	ROAD DEPARTMENT	116.77
	#234/HOSE	ROAD FUND	ROAD DEPARTMENT	6.12
	#1001/SPEED SENSOR	ROAD FUND	ROAD DEPARTMENT	240.74
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	134.70

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	285.24
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	468.66
			TOTAL:	1,252.23
NW FARM SUPPLY, INC	#23113/TOOLBOX	ROAD FUND EQUIP RE	ROAD DEPARTMENT	1,249.99
			TOTAL:	1,249.99
OACES	2023 OACES SKILLS DEMO CON	ROAD FUND	ROAD DEPARTMENT	150.00
	2023 OACES SKILLS DEMO CON	ROAD FUND	ROAD DEPARTMENT	250.00
	2023 OACES SKILLS DEMO CON	ROAD FUND	ROAD DEPARTMENT	250.00
	2023 OACES SKILLS DEMO CON	ROAD FUND	ROAD DEPARTMENT	250.00
	2023 OACES SKILLS DEMO CON	ROAD FUND	ROAD DEPARTMENT	250.00
			TOTAL:	1,150.00
ODP BUSINESS SOLUTIONS, LLC	FINANCE/OFFICE SUPPLY	GENERAL FUND	ADMINISTRATIVE SERVICE	52.15
	TREASURER/OFFICE SUPPLY	GENERAL FUND	TREASURER	67.42
	TREASURER/OFFICE SUPPLY	GENERAL FUND	TREASURER	33.96
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	46.40
	DA OFF/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	67.47
	DA OFF/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	12.23
	HR/OFFICE SUPPLY	GENERAL FUND	HUMAN RESOURCES	4.38
	HR/OFFICE SUPPLY	GENERAL FUND	HUMAN RESOURCES	75.14
	FAIR-MCCC/OFFICE SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	8.74
	FAIR-MCCC/OFFICE SUPPLY	FAIR	NON-DEPARTMENTAL	8.74
			TOTAL:	376.63
OGLETREE DEAKINS	LEGAL SERVICES/JUN 2023	GENERAL FUND	NON-DEPARTMENTAL	9,266.00
			TOTAL:	9,266.00
OJPA	2023 OJPA DUES/DIEHL	GENERAL FUND	JUSTICE COURT	250.00
			TOTAL:	250.00
ONE AMERICA	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	5,989.40
	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	9,714.60
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,639.99
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,738.83
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	712.68
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	712.68
	ONE AMERICA	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	3,520.63-
	ONE AMERICA	BUILDING PERMIT FU	NON-DEPARTMENTAL	46.86
	ONE AMERICA	BUILDING PERMIT FU	NON-DEPARTMENTAL	46.85
			TOTAL:	17,081.26
OR ASSN OF COMMUNITY CORRECTIONS DIREC	2023-24 DUES & WORKLOAD SH	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	325.57
	2023-24 DUES & WORKLOAD SH	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	200.00
			TOTAL:	525.57
OR DEPT OF ENVIRONMENTAL QUALITY	2023-24 OHV LAGOON PERMIT	PARK FUND	ATV PARK	1,821.00
			TOTAL:	1,821.00
OR DEPT OF JUSTICE	OR DEPT OF JUSTICE	GENERAL FUND	NON-DEPARTMENTAL	18.00
	OR DEPT OF JUSTICE	GENERAL FUND	NON-DEPARTMENTAL	18.00
			TOTAL:	36.00
OR DEPT OF REVENUE	IRR JUSTICE CRT FEES/JUL 2	JUSTICE COURT BAIL	NON-DEPARTMENTAL	5,918.96
	AUG 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	22,727.25

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>28,646.21</u>
OR DHS	MMIS LOCAL MATCH/CACOON	GENERAL FUND	HEALTH DEPARTMENT	<u>684.64</u>
			TOTAL:	<u>684.64</u>
OR DHS-OHA/OFS/RECEIPTING UNIT	MARRIAGE LICENSES/JUL 2023	GENERAL FUND	COUNTY CLERK	<u>50.00</u>
			TOTAL:	<u>50.00</u>
OR PARKS & RECREATION DEPT	ATV PERMITS (56)/JUL 2023	PARK FUND	ATV PARK	<u>504.00</u>
			TOTAL:	<u>504.00</u>
OR STATE SHERIFF'S ASSN	2023-24 POWER DMS MODULE	GENERAL FUND	SHERIFF'S DEPARTMENT	<u>1,250.00</u>
			TOTAL:	<u>1,250.00</u>
OR TRAIL LIBRARY DIST	OR TRAIL LIBRARY DIST	OREGON TRAIL LIBRA	OREGON TRAIL LIBRARY D	<u>766.40</u>
			TOTAL:	<u>766.40</u>
OREGON AFSCME COUNCIL 75	OREGON AFSCME COUNCIL 75	GENERAL FUND	NON-DEPARTMENTAL	1,052.66
	OREGON AFSCME COUNCIL 75	GENERAL FUND	NON-DEPARTMENTAL	1,040.97
	OREGON AFSCME COUNCIL 75	ROAD FUND	NON-DEPARTMENTAL	730.71
	OREGON AFSCME COUNCIL 75	ROAD FUND	NON-DEPARTMENTAL	737.70
	OREGON AFSCME COUNCIL 75	AIRPORT FUND	NON-DEPARTMENTAL	0.58
	OREGON AFSCME COUNCIL 75	AIRPORT FUND	NON-DEPARTMENTAL	0.60
	OREGON AFSCME COUNCIL 75	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	55.76
	OREGON AFSCME COUNCIL 75	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	57.10
	OREGON AFSCME COUNCIL 75	BUILDING PERMIT FU	NON-DEPARTMENTAL	6.33
	OREGON AFSCME COUNCIL 75	BUILDING PERMIT FU	NON-DEPARTMENTAL	6.55
	OREGON AFSCME COUNCIL 75	PARK FUND	NON-DEPARTMENTAL	33.66
	OREGON AFSCME COUNCIL 75	PARK FUND	NON-DEPARTMENTAL	<u>34.38</u>
			TOTAL:	<u>3,757.00</u>
OREGON STATE POLICE	HANDGUN LICENSES/JUL 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	<u>165.00</u>
			TOTAL:	<u>165.00</u>
OREGON TEAMSTER	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	32,571.80
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	77.74
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	0.26
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	34,981.65
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	0.28
	OREGON TEAMSTER	911 EMERGENCY FUND	NON-DEPARTMENTAL	3,109.48
	OREGON TEAMSTER	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,332.11
	OREGON TEAMSTER	COMMUNITY CORRECTI	NON-DEPARTMENTAL	4,664.22
	OREGON TEAMSTER	COMMUNITY CORRECTI	NON-DEPARTMENTAL	<u>6,218.96</u>
			TOTAL:	<u>83,956.50</u>
OREGON TRAIL PRO RODEO	HOSPITALITY/THANK YOU	GENERAL FUND	BOARD OF COMMISSIONERS	<u>96.00</u>
			TOTAL:	<u>96.00</u>
OXARC, INC.	CYLINDER TANK RENT/JUL 202	ROAD FUND	ROAD DEPARTMENT	<u>12.14</u>
			TOTAL:	<u>12.14</u>
P.F. PETTIBONE & CO	CLERK/PLAT MAP ENVELOPES	CLERKS RECORDS FUN	CLERKS RECORDS	<u>453.75</u>
			TOTAL:	<u>453.75</u>
PACWEST MACHINERY LLC	#1508/IGNITION WORK	ROAD FUND	ROAD DEPARTMENT	<u>371.28</u>
			TOTAL:	<u>371.28</u>

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PDX WRAPS	2023 SILVERADO/CAB WRAP	WEED EQUIP. RESERV	WEED DEPT	3,500.00
			TOTAL:	3,500.00
PEA RIDGE EMBROIDERY AND SIGNS, INC	2023 SILVERADO/MAGNETIC SI	WEED EQUIP. RESERV	WEED DEPT	140.00
	EMBROIDERY SERVICE/LOGO CA	PARK FUND	CUTSFORTH PARK	455.52
	EMBROIDERY SERVICE/LOGO CA	PARK FUND	ANSON WRIGHT PARK	455.52
	EMBROIDERY SERVICE/LOGO CA	PARK FUND	ATV PARK	455.52
			TOTAL:	1,506.56
PERS-OPSRP	PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	3,134.10
	PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	3,397.64
			TOTAL:	6,531.74
PETERSON, ELIZABETH	APR, JUN PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	31.44
	JUL 2023 PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	22.27
			TOTAL:	53.71
PETTYJOHN'S FARM & BUILDERS SUPPLY	SHER OFF/SMALL TOOLS	GENERAL FUND	SHERIFF'S DEPARTMENT	22.99
	SHER OFF/CO ALARM	GENERAL FUND	SHERIFF'S DEPARTMENT	49.99
	GM/BUILDING MAINTENANCE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	89.70
	GM/GROUNDS MAINTENANCE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	42.48
	GM/BUILDING SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	252.93
	ROAD/CONSTRUCTION STAKES	ROAD FUND	ROAD DEPARTMENT	80.71
	FAIR/BUILDING MAINTENANCE	FAIR	NON-DEPARTMENTAL	293.71
	FAIR/GENERAL MAINTENANCE	FAIR	NON-DEPARTMENTAL	30.36
	OHV/BUILDING MAINTENANCE	PARK FUND	ATV PARK	126.70
	OHV/SMALL TOOLS	PARK FUND	ATV PARK	17.99
			TOTAL:	1,007.56
PITNEY BOWES GLOBAL FINANCIAL SERVICES	POST METER MAY-AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	440.73
	POST METER MAY-AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	179.43
	POST METER MAY-AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	66.47
	POST METER MAY-AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	66.47
	POST METER MAY-AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	66.47
			TOTAL:	819.57
PORT OF MORROW	CDA QRTLY MATCH/4TH QTR	GENERAL FUND	BOARD OF COMMISSIONERS	4,487.60
	CDA REIMBURSEMENT FOR CERE	GENERAL FUND	BOARD OF COMMISSIONERS	1,081.74
	PORT OF MORROW	PORT OF MORROW	PORT OF MORROW	288.13
			TOTAL:	5,857.47
PREMIER GLASS, LLC	#1164/ROCK CHIP REPAIR	ROAD FUND	ROAD DEPARTMENT	75.00
			TOTAL:	75.00
PRO RENTAL & SALES	7/5-8/1 DEERE UTV RENTAL	ROAD FUND	ROAD DEPARTMENT	619.50
	8/1-8/29/23 DEERE UTV RENT	ROAD FUND	ROAD DEPARTMENT	619.50
			TOTAL:	1,239.00
PROPIO LS, LLC	PHONE INTERPRET SRVC/JUL 2	GENERAL FUND	HEALTH DEPARTMENT	38.61
			TOTAL:	38.61
PUBLIC TREASURY INSTITUTE	PTI CASHIER TRAINING/AUG 2	GENERAL FUND	ADMINISTRATIVE SERVICE	190.00
	PTI CASHIER TRAINING/AUG 2	GENERAL FUND	JUSTICE COURT	95.00
	PTI CASHIER TRAINING/AUG 2	GENERAL FUND	DISTRICT ATTORNEY	95.00
	PTI CASHIER TRAINING/AUG 2	GENERAL FUND	HEALTH DEPARTMENT	190.00
	PTI CASHIER TRAINING/AUG 2	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	190.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	760.00
QUILL CORPORATION	ASSESSOR/OFFICE SUPPLY	GENERAL FUND	ASSESSOR/TAX COLLECTOR	127.14
	DISPATCH/OFFICE SUPPLY	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	107.55
			TOTAL:	234.69
RAYMOND JAMES & ASSOCIATES	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	949.66
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	43,012.67
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	2,865.23
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	42,404.07
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	2,898.97
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	7,753.71
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	320.00
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	7,771.83
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	345.00
	RAYMOND JAMES & ASSOCIATES	AIRPORT FUND	NON-DEPARTMENTAL	360.58
	RAYMOND JAMES & ASSOCIATES	AIRPORT FUND	NON-DEPARTMENTAL	63.00
	RAYMOND JAMES & ASSOCIATES	AIRPORT FUND	NON-DEPARTMENTAL	360.57
	RAYMOND JAMES & ASSOCIATES	AIRPORT FUND	NON-DEPARTMENTAL	63.00
	RAYMOND JAMES & ASSOCIATES	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,201.61
	RAYMOND JAMES & ASSOCIATES	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,248.81
	RAYMOND JAMES & ASSOCIATES	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	692.38
	RAYMOND JAMES & ASSOCIATES	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	692.38
	RAYMOND JAMES & ASSOCIATES	BUILDING PERMIT FU	NON-DEPARTMENTAL	79.47
	RAYMOND JAMES & ASSOCIATES	BUILDING PERMIT FU	NON-DEPARTMENTAL	79.47
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	1,373.47
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	5.00
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	1,411.70
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	5.00
	RAYMOND JAMES & ASSOCIATES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	2,156.32
	RAYMOND JAMES & ASSOCIATES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	2,372.02
	RAYMOND JAMES & ASSOCIATES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	2,493.01
			TOTAL:	124,978.93
REA, SARAH	REIMBURSEMENT/COOLING STNS	GENERAL FUND	HEALTH DEPARTMENT	16.14
	MILEAGE REIMBURSEMENT/JUL	GENERAL FUND	HEALTH DEPARTMENT	31.44
	MILEAGE REIMBURSEMENT/AUG	GENERAL FUND	HEALTH DEPARTMENT	77.95
	MILEAGE REIMBURSEMENT/JUL	GENERAL FUND	HEALTH DEPARTMENT	59.61
			TOTAL:	185.14
REEVE KEARNS, PC	SERVICES RENDERED/JUL 2023	GENERAL FUND	PLANNING DEPARTMENT	3,800.00
			TOTAL:	3,800.00
REGALIA MANUFACTURING CO.	2023 MC FAIR/RIBBONS	FAIR	NON-DEPARTMENTAL	597.61
	2023 FAIR/ROSETTES	FAIR	NON-DEPARTMENTAL	2,359.37
			TOTAL:	2,956.98
RESERVATION NEXUS BY CONVOYANT LLC	2023-2024 ANN RESREVATION	PARK FUND	CUTSFORTH PARK	640.00
	2023-2024 ANN RESREVATION	PARK FUND	ANSON WRIGHT PARK	640.00
	2023-2024 ANN RESREVATION	PARK FUND	ATV PARK	640.00
			TOTAL:	1,920.00
ROSE, JESSICA	COORDINATOR SERV/APR-JUN 2	GENERAL FUND	JUVENILE DEPARTMENT	1,000.00
	COORDINATOR SERV/APR-JUN 2	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	2,083.33
	COORDINATOR SERV/APR-JUN 2	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	2,083.33
	COORDINATOR SERV/APR-JUN 2	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	1,083.34

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	COORDINATOR SERV/APR-JUN 2	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	<u>2,959.20</u>
			TOTAL:	9,209.20
SAFETY VISION, LLC	MCPT/LAN ADAPTER	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	<u>29.46</u>
			TOTAL:	29.46
SAGE GARDEN PRESCHOOL, LLC	2023 FAIR/GATE SERVICE	FAIR	FAIR	<u>1,000.00</u>
			TOTAL:	1,000.00
SANGUINO CANCINO, JUAN	REFUND	GENERAL FUND	JUSTICE COURT	265.00
	REFUND	GENERAL FUND	JUSTICE COURT	<u>115.00</u>
			TOTAL:	380.00
SCHAFFER W, RODNEY	HEALTH OFFICER PMNT/AUG 20	GENERAL FUND	HEALTH DEPARTMENT	350.00
	HEALTH OFFICER PMNT/AUG 20	GENERAL FUND	HEALTH DEPARTMENT	<u>400.00</u>
			TOTAL:	750.00
SCHETKY NORTHWEST SALES, INC.	2021 CHRY VAN/LIFT REPAIR	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	<u>144.22</u>
			TOTAL:	144.22
SCHINDLER ELEVATOR CORPORATION	ELEV MAINT SERVICE/AUG-OCT	GENERAL FUND	PUBLIC WORKS-GEN MAINT	<u>1,802.10</u>
			TOTAL:	1,802.10
SCHMALTZ, KOREN	2023 FAIR/EXPRESS ARTS JUD	FAIR	FAIR	<u>250.00</u>
			TOTAL:	250.00
SEITZ, ANTHONY WAYNE	PLANNING COMM/MILEAGE REIM	GENERAL FUND	PLANNING DEPARTMENT	82.53
	PLANNING COMM/MILEAGE REIM	GENERAL FUND	PLANNING DEPARTMENT	<u>82.53</u>
			TOTAL:	165.06
SEXSON, CLINTON	2023 FAIR/BEEF JUDGE	FAIR	FAIR	<u>500.00</u>
			TOTAL:	500.00
SEXSON, DARCY	2023 FAIR/DAIRY JUDGE	FAIR	FAIR	<u>500.00</u>
			TOTAL:	500.00
SINGERLEWAK LLP	AUDIT SERVICES/JUN 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	<u>16,375.00</u>
			TOTAL:	16,375.00
SMITH, KARL	APR PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	15.72
	JUL 2023 PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	<u>65.50</u>
			TOTAL:	81.22
SMITTY'S ACE HARDWARE	JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	71.94
	GM/BUILDING MAINTENANCE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	29.58
	GM/BUILDING MAINTENANCE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	55.98
	BUILDING MAINTENANCE	PARK FUND	ATV PARK	<u>33.98</u>
			TOTAL:	191.48
STAPLES	JUSTICE COURT/OFFICE SUPPL	GENERAL FUND	JUSTICE COURT	<u>52.43</u>
			TOTAL:	52.43
STATE FORESTER-OR DEPT OF FORESTRY	STATE FORESTER-OR DEPT OF	STATE FIRE PATROL	FOREST PATROL	<u>233.10</u>
			TOTAL:	233.10
STATEWIDE MEDIA GROUP LLC	MC FAIR/2023 ADVERTISING	FAIR	NON-DEPARTMENTAL	769.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>769.00</u>
STEPHENS, ZACHARY	2023 FAIR/ENTERTAINMENT	FAIR	FAIR	<u>7,834.00</u>
			TOTAL:	<u>7,834.00</u>
STODDARD, JOE	2023 FAIR/ENTERTAINMENT	FAIR	FAIR	<u>1,900.00</u>
			TOTAL:	<u>1,900.00</u>
SYKES PUBLISHING	PLANNING/LEGAL NOTICE	GENERAL FUND	BOARD OF COMMISSIONERS	266.73
	FINANCE/LEGAL NOTICE	GENERAL FUND	ADMINISTRATIVE SERVICE	140.50
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	35.00
	HEALTH/ADVERTISING	GENERAL FUND	HEALTH DEPARTMENT	93.75
	PLANNING/PC MEETING POSTER	GENERAL FUND	PLANNING DEPARTMENT	64.85
	PLANNING/CRHT	GENERAL FUND	PLANNING DEPARTMENT	217.34
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	116.40
	HR/CLASSIFIED AD	GENERAL FUND	HUMAN RESOURCES	79.68
	FAIR/OFFICE SUPPLY	FAIR	NON-DEPARTMENTAL	264.14
	FAIR/PREMIUM BOOKS	FAIR	NON-DEPARTMENTAL	5,400.00
	FAIR/ADVERTISING	FAIR	FAIR	103.35
	MCPT/4-DISPLAY AD, LGL NOT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	46.23
	MCPT/4-DISPLAY AD, LGL NOT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	<u>110.00</u>
			TOTAL:	<u>6,937.97</u>
T3E COMPANY, INC.	DISPATCH/OFFICE SUPPLY	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	<u>283.00</u>
			TOTAL:	<u>283.00</u>
TARCO INDUSTRIES, INC.	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	<u>498.40</u>
			TOTAL:	<u>498.40</u>
TEAMSTERS LOCAL 223	TEAMSTERS LOCAL 223	GENERAL FUND	NON-DEPARTMENTAL	1,147.50
	TEAMSTERS LOCAL 223	GENERAL FUND	NON-DEPARTMENTAL	1,346.50
	TEAMSTERS LOCAL 223	911 EMERGENCY FUND	NON-DEPARTMENTAL	73.50
	TEAMSTERS LOCAL 223	911 EMERGENCY FUND	NON-DEPARTMENTAL	73.50
	TEAMSTERS LOCAL 223	COMMUNITY CORRECTI	NON-DEPARTMENTAL	150.00
	TEAMSTERS LOCAL 223	COMMUNITY CORRECTI	NON-DEPARTMENTAL	30.00
	TEAMSTERS LOCAL 223	COMMUNITY CORRECTI	NON-DEPARTMENTAL	<u>279.00</u>
			TOTAL:	<u>3,100.00</u>
THOMPSON, BRIAN	JAN, APR 2023 PLAN COMM MI	GENERAL FUND	PLANNING DEPARTMENT	68.12
	JUL 2023 PLAN COMM MILEAGE	GENERAL FUND	PLANNING DEPARTMENT	<u>6.55</u>
			TOTAL:	<u>74.67</u>
TIMMONS, DARCY	2023 FAIR/GROUND BEEF JUDG	FAIR	FAIR	<u>250.00</u>
			TOTAL:	<u>250.00</u>
TOWN OF LEXINGTON	WATER-PW OFFICE/JUL 2023	ROAD FUND	ROAD DEPARTMENT	50.00
	WATER-ROAD SHOP/JUL 2023	ROAD FUND	ROAD DEPARTMENT	68.91
	TOWN OF LEXINGTON	CITY OF LEXINGTON	CITY OF LEXINGTON	<u>43.00</u>
			TOTAL:	<u>161.91</u>
TUCKER, BENJAMIN	TRAVEL EXPENSE REIMBURSEME	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	27.27
	MILEAGE REIMBURSEMENT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	<u>173.58</u>
			TOTAL:	<u>200.85</u>
TURNER, DANIEL A	OHV PARK/ICE DELIVERY	PARK FUND	ATV PARK	190.00
	OHV PARK/ICE DELIVERY	PARK FUND	ATV PARK	93.75

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OHV/ICE DELIVERY	PARK FUND	ATV PARK	408.25
			TOTAL:	692.00
UMATILLA CO FEDERAL	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	300.00
	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,234.55
	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,234.55
	UMATILLA CO FEDERAL	ROAD FUND	NON-DEPARTMENTAL	302.00
	UMATILLA CO FEDERAL	ROAD FUND	NON-DEPARTMENTAL	302.00
	UMATILLA CO FEDERAL	AIRPORT FUND	NON-DEPARTMENTAL	1.25
	UMATILLA CO FEDERAL	AIRPORT FUND	NON-DEPARTMENTAL	1.25
	UMATILLA CO FEDERAL	911 EMERGENCY FUND	NON-DEPARTMENTAL	50.00
	UMATILLA CO FEDERAL	911 EMERGENCY FUND	NON-DEPARTMENTAL	50.00
	UMATILLA CO FEDERAL	BUILDING PERMIT FU	NON-DEPARTMENTAL	4.25
	UMATILLA CO FEDERAL	BUILDING PERMIT FU	NON-DEPARTMENTAL	4.25
	UMATILLA CO FEDERAL	PARK FUND	NON-DEPARTMENTAL	1,022.50
	UMATILLA CO FEDERAL	PARK FUND	NON-DEPARTMENTAL	1,022.50
	UMATILLA CO FEDERAL	COMMUNITY CORRECTI	NON-DEPARTMENTAL	50.00
	UMATILLA CO FEDERAL	COMMUNITY CORRECTI	NON-DEPARTMENTAL	50.00
			TOTAL:	15,629.10
UMATILLA ELECTRIC COOPERATIVE	RESTITUTION/INVOICE #20157	GENERAL FUND	JUSTICE COURT	100.00
	DOCKEN BLDG/JUL 2023	GENERAL FUND	HEALTH DEPARTMENT	222.53
	PUBLIC WORKS BLDGS/JUL 292	GENERAL FUND	PUBLIC WORKS-GEN MAINT	737.98
	PUBLIC WORKS BLDGS/JUL 292	GENERAL FUND	PUBLIC WORKS-GEN MAINT	90.37
	PUBLIC WORKS BLDGS/JUL 292	GENERAL FUND	NORTH TRANSFER STATION	47.16
	PUBLIC WORKS BLDGS/JUL 292	ROAD FUND	ROAD DEPARTMENT	47.00
			TOTAL:	1,245.04
UMATILLA MORROW RADIO AND DATA DISTRIC	UMATILLA MORROW RADIO AND	RADIO DISTRICT	RADIO DISTRICT	582.34
			TOTAL:	582.34
UNIVERSAL RECYCLING TECHNOLOGIES, LLC	NTS PERIFERAL RECYCLING	GENERAL FUND	NORTH TRANSFER STATION	41.58
	NTS PERIFERAL RECYCLING	GENERAL FUND	NORTH TRANSFER STATION	13.86
	STS PERIPHERAL RECYCLING	GENERAL FUND	SOLID WASTE TRNS STATI	27.56
	STS PERIPHERAL RECYCLING	GENERAL FUND	SOLID WASTE TRNS STATI	25.08
	STS PERIPHERAL RECYCLING	GENERAL FUND	SOLID WASTE TRNS STATI	153.60
			TOTAL:	261.68
US CELLULAR	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	BOARD OF COMMISSIONERS	643.42
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	47.07
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	TREASURER	47.29
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	VETERANS	73.72
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	160.35
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	46.06
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	32.07
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	46.06
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	78.13
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	PLANNING DEPARTMENT	76.78
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	EMERGENCY MANAGEMENT	63.70
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	245.18
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	NORTH TRANSFER STATION	14.49
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	NORTH TRANSFER STATION	81.65
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	NORTH TRANSFER STATION	94.58
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	SOLID WASTE TRNS STATI	14.49

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	WEED DEPT.	72.00
	MERGED DEPT CELLS/AUG 2023	GENERAL FUND	HUMAN RESOURCES	47.29
	MERGED DEPT CELLS/AUG 2023	ROAD FUND	ROAD DEPARTMENT	430.68
	AIRPORT AWOS/JUL 2023	AIRPORT FUND	AIRPORT	40.51
	AIRPORT AWOS/AUG 2023	AIRPORT FUND	AIRPORT	40.51
	MERGED DEPT CELLS/AUG 2023	FAIR	NON-DEPARTMENTAL	32.07
	MCPT DATA/JUL 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	445.61
	MCPT CELL-IPAD/JUL 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	406.75
	MCPT DATA/AUG 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	445.61
	MERGED DEPT CELLS/AUG 2023	ENFORCEMENT FUND	DISTRICT ATTORNEY	47.29
	MERGED DEPT CELLS/AUG 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	32.07
	MERGED DEPT CELLS/AUG 2023	PARK FUND	ATV PARK	132.60
			TOTAL:	4,002.17
US POSTAL SERVICE-HEPPNER POSTMASTER	BOX 495 RENT/MCPT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	98.00
			TOTAL:	98.00
VERIZON WIRELESS	DA OFF DATA PLAN/AUG 2023	GENERAL FUND	DISTRICT ATTORNEY	82.97
	SO/OHV-MODEMS/AUG 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	816.52
	SO CELL/AUG 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	1,443.55
	SURVEYOR CELL/AUG 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	42.45
	OHV PHONE/JUL 2023	PARK FUND	ATV PARK	42.99
	SO/OHV-MODEMS/AUG 2023	PARK FUND	ATV PARK	40.81
			TOTAL:	2,469.29
VISA	FUEL-MOBIL/HEPPNER	GENERAL FUND	BOARD OF COMMISSIONERS	37.46
	MEAL-RUSTIC TRUCK/IRRIGON	GENERAL FUND	BOARD OF COMMISSIONERS	20.00
	BOC/FUEL	GENERAL FUND	BOARD OF COMMISSIONERS	47.47
	LODGING/COMFORT SUITES/SAL	GENERAL FUND	BOARD OF COMMISSIONERS	220.50
	LODGING-COMFORT SUITES/SAL	GENERAL FUND	BOARD OF COMMISSIONERS	220.50
	BOC/FUEL	GENERAL FUND	BOARD OF COMMISSIONERS	51.15
	LODGING-COMFORT SUITES/SAL	GENERAL FUND	BOARD OF COMMISSIONERS	220.50
	MEAL-RUSTIC TRUCK/IRRIGON	GENERAL FUND	BOARD OF COMMISSIONERS	19.20
	BOC/VEHICLE MAINTENANCE	GENERAL FUND	BOARD OF COMMISSIONERS	2.50
	FUEL-IRRIGON STATION/IRRIG	GENERAL FUND	BOARD OF COMMISSIONERS	41.57
	MEAL-HOUGHTS 24/LA GRANDE	GENERAL FUND	BOARD OF COMMISSIONERS	19.20
	2016 RAV 4/FULL SERVICE	GENERAL FUND	BOARD OF COMMISSIONERS	83.90
	LODGING-COMFORT SUITES/SAL	GENERAL FUND	BOARD OF COMMISSIONERS	220.50
	LODGING-COMFORT SUITES/SAL	GENERAL FUND	BOARD OF COMMISSIONERS	110.25
	HEALTH/ADVERTISING	GENERAL FUND	TREASURER	2,104.48
	MEAL-WORTHY BREWING/BEND	GENERAL FUND	COUNTY CLERK	43.66
	MEAL-ANTHONYS/BEND	GENERAL FUND	COUNTY CLERK	79.35
	LODGING-RED LION/BEND	GENERAL FUND	COUNTY CLERK	389.16
	LODGING-RED LION/BEND	GENERAL FUND	COUNTY CLERK	389.16
	FUEL-MOBIL/HEPPNER	GENERAL FUND	JUSTICE COURT	56.14
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	JUSTICE COURT	36.73
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	JUSTICE COURT	46.92
	JUSTICE CRT/JURY SUPPLIES	GENERAL FUND	JUSTICE COURT	56.34
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	JUSTICE COURT	39.19
	FUEL-MOBIL/HEPPNER	GENERAL FUND	JUSTICE COURT	42.78
	2023 OMJA CONF/DIEHL	GENERAL FUND	JUSTICE COURT	200.00
	ADOBE PRMR RUSH 7/25-8/24/	GENERAL FUND	DISTRICT ATTORNEY	9.99
	JUVENILE/AUTO MAINTENANCE	GENERAL FUND	JUVENILE DEPARTMENT	59.95
	JUVENILE/AUTO MAINTENANCE	GENERAL FUND	JUVENILE DEPARTMENT	12.00
	MEAL-PRINEVILLE COF/PRINEV	GENERAL FUND	SHERIFF'S DEPARTMENT	8.75
	MEAL-CROSSROADS CAFE/PRINE	GENERAL FUND	SHERIFF'S DEPARTMENT	25.24

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MEAL-SUBWAY/PRINEVILLE	GENERAL FUND	SHERIFF'S DEPARTMENT	13.38
	MEAL-CROSSROADS BBQ/PRINEV	GENERAL FUND	SHERIFF'S DEPARTMENT	33.24
	MEAL-SUBWAY/PRINEVILLE	GENERAL FUND	SHERIFF'S DEPARTMENT	10.58
	MEAL-SUBWAY/PRINEVILLE	GENERAL FUND	SHERIFF'S DEPARTMENT	13.58
	SHER OFF/VEHICLE MAINT	GENERAL FUND	SHERIFF'S DEPARTMENT	14.00
	MEAL-DAGWOODS/KLAMATH FALL	GENERAL FUND	SHERIFF'S DEPARTMENT	21.60
	SHER OFF/MISC SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	32.75
	MARINE PATROL/MISC SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	27.56
	SHER OFF/VEHICLE EQUIPMENT	GENERAL FUND	SHERIFF'S DEPARTMENT	87.94
	SHER OFF/VEHICLE EQUIPMENT	GENERAL FUND	SHERIFF'S DEPARTMENT	99.90
	2018 RIVERWILD/REPAIR	GENERAL FUND	SHERIFF'S DEPARTMENT	81.68
	LODGING/ECONO LODGE/PRINEV	GENERAL FUND	SHERIFF'S DEPARTMENT	215.60
	LODGING/PRINEVILLE-NO SHOW	GENERAL FUND	SHERIFF'S DEPARTMENT	55.00
	MEAL-HUNAN KITCHEN/WILSONV	GENERAL FUND	SHERIFF'S DEPARTMENT	28.90
	LODGING-BEST WESTERN/WILSO	GENERAL FUND	SHERIFF'S DEPARTMENT	281.48
	MEAL-BUCKNUMS/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	52.25
	SHER OFF/MISC SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	68.47
	LODGING-COMFORT SUITES/RED	GENERAL FUND	SHERIFF'S DEPARTMENT	384.32
	SHER OFF/RETIREMENT PLAQUE	GENERAL FUND	SHERIFF'S DEPARTMENT	127.02
	MEAL-HIDEAWAY/BEND	GENERAL FUND	SHERIFF'S DEPARTMENT	19.00
	MEAL-PANDA EXPRESS/REDMOND	GENERAL FUND	SHERIFF'S DEPARTMENT	10.85
	FUEL-MOBIL/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	53.44
	FUEL-CHEVRON/MADRAS	GENERAL FUND	SHERIFF'S DEPARTMENT	94.65
	MEAL-PANDA EXPRESS/REDMOND	GENERAL FUND	SHERIFF'S DEPARTMENT	11.00
	MEAL-MCDONALDS/REDMOND	GENERAL FUND	SHERIFF'S DEPARTMENT	6.99
	MEAL-MCDONALDS/MADRAS	GENERAL FUND	SHERIFF'S DEPARTMENT	12.68
	MEAL-MADELINE/REDMOND	GENERAL FUND	SHERIFF'S DEPARTMENT	32.14
	MEAL-MADELINES/REDMOND	GENERAL FUND	SHERIFF'S DEPARTMENT	32.94
	LODGING-COMFORT SUITES/RED	GENERAL FUND	SHERIFF'S DEPARTMENT	384.32
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	30.96
	MEAL-PRINEVILLE COFFEE/PRI	GENERAL FUND	SHERIFF'S DEPARTMENT	12.08
	SHER OFF/MISC EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	4.25
	MEAL-OLIVE GARDEN/BEND	GENERAL FUND	HEALTH DEPARTMENT	23.98
	MEAL-MCDONALDS/MADRAS	GENERAL FUND	HEALTH DEPARTMENT	8.27
	LODGING-FAIRFIELD/BEND	GENERAL FUND	HEALTH DEPARTMENT	193.59
	HEALTH/ADVERTISING	GENERAL FUND	HEALTH DEPARTMENT	2,246.40
	FUEL-SHELL/IRRIGON	GENERAL FUND	HEALTH DEPARTMENT	41.27
	MEAL-CATERING/SUBWAY	GENERAL FUND	HEALTH DEPARTMENT	124.97
	HEALTH/ADVERTISING	GENERAL FUND	HEALTH DEPARTMENT	55.75
	MEAL-GARDEN FAMILY INN/IRR	GENERAL FUND	PLANNING DEPARTMENT	17.19
	MEAL-CASCADE GRILL/ALBANY	GENERAL FUND	PLANNING DEPARTMENT	26.44
	LODGING-HOLIDAY INN/ALBANY	GENERAL FUND	PLANNING DEPARTMENT	111.23
	MEAL-CASCADE GRILL/ALBANY	GENERAL FUND	PLANNING DEPARTMENT	24.60
	MEAL-TACO TIME/THE DALLE	GENERAL FUND	PLANNING DEPARTMENT	16.67
	2023 WESTERN PLANNER-APA C	GENERAL FUND	PLANNING DEPARTMENT	295.00
	2023 WESTERN PLANNER-APA C	GENERAL FUND	PLANNING DEPARTMENT	75.00
	BRDMN CHAMBER OF COMMERCE	GENERAL FUND	PLANNING DEPARTMENT	45.00
	PLANNING/MISC EXPENSE	GENERAL FUND	PLANNING DEPARTMENT	55.00
	FUEL-SHELL/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	60.90
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	22.70
	PLANNING/MEMBERSHIP FEE	GENERAL FUND	PLANNING DEPARTMENT	90.00
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	8.00
	PLANNING/MEETING SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	10.50
	PLANNING/LUBGWMA MTG	GENERAL FUND	PLANNING DEPARTMENT	89.29
	PUBLIC WORKS/SECURITY CAM	GENERAL FUND	PUBLIC WORKS ADMIN	36.00
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	PUBLIC WORKS-GEN MAINT	100.11

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PW/GENERAL MAINTENANCE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	402.30
	PW/JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	124.42
	HR/2023-2024 REQUIRED POST	GENERAL FUND	HUMAN RESOURCES	136.00
	JUL 2024-JUL 2027 WILDCARD	GENERAL FUND	NON-DEPARTMENTAL	887.97
	ZOOM/1MO SUBSCRIPTION-10CT	GENERAL FUND	NON-DEPARTMENTAL	261.22
	FUELCLOUD BOX 7/9-8/9/23	ROAD FUND	ROAD DEPARTMENT	95.00
	TWY D CONSTRUCT/DEQ PERMIT	AIRPORT FUND	AIRPORT	140.40
	TWY D CONSTRUCT/DEQ PERMIT	AIRPORT FUND	AIRPORT	3.23
	DISPATCH/UNIFORM EXPENSE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	37.71
	2023 OR APCO/NENA FALL CON	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	275.00
	USPS/STAMPS	FAIR	NON-DEPARTMENTAL	63.00
	ADOBE MONTHLY SUBSCRIPT/MC	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	54.99
	MCPT/JANITORIAL SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	18.28
	MCPT/JANITORIAL SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	44.77
	E267076/AUTO MAINTENANCE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	4.00
	MCPT/AUTO SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	5.99
	MCPT/AUTO SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	6.99
	CUTS-OHV/STARLINK 7/22-8/2	PARK FUND	CUTSFORTH PARK	120.00
	AW/STARLINK JUL 11-AUG 10	PARK FUND	ANSON WRIGHT PARK	120.00
	ADOBE CREATV CLD 6/28-7/28	PARK FUND	ATV PARK	54.99
	CUTS-OHV/STARLINK 7/22-8/2	PARK FUND	ATV PARK	120.00
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	30.77
	P&P/SAFETY SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	44.99
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	80.13
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	91.22
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	11.74
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	202.64
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	52.30
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	118.52
	P&P/SAFETY SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	89.99
	P&P/OFFICE SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	89.98
	P&P/WORK CREW SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	20.60
	P&P/WORK CREW SUPPLY	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	17.90
	K9 PROGRAM SUPPLY	SHERIFF'S RESERVE	SHERIFF K-9 PROGRAM	77.89
			TOTAL:	14,951.88
WALCHLI, KARIE L	TOURISM CONSULTING/JUL 202	VIDEO LOTTERY ECON	COMMUNITY DEVELOPMENT	2,643.34
			TOTAL:	2,643.34
WENBERG, CYNTHIA	2023 FAIR/FLOWER JUDGE	FAIR	FAIR	165.00
			TOTAL:	165.00
WESTERN INTERGOVERNMENTAL CHILD SUPPOR	WICSEC 2023 ANN TRAINING	GENERAL FUND	DISTRICT ATTORNEY	525.00
			TOTAL:	525.00
WESTERN STATES EQUIPMENT	#1326/COMPRESSOR	ROAD FUND	ROAD DEPARTMENT	958.55
	#1326/ACCUMULATOR	ROAD FUND	ROAD DEPARTMENT	166.47
	#1326/AIR DRYER	ROAD FUND	ROAD DEPARTMENT	81.28
	#1320/TENSIONER	ROAD FUND	ROAD DEPARTMENT	305.09
	#1320/BELT	ROAD FUND	ROAD DEPARTMENT	114.43
	#955/NYLON BLADE	ROAD FUND	ROAD DEPARTMENT	16.98
	#955/NYLON BLADE	ROAD FUND	ROAD DEPARTMENT	135.84
	#955/NYLON BLADE	ROAD FUND	ROAD DEPARTMENT	33.96
	#955/NYLON BLADE	ROAD FUND	ROAD DEPARTMENT	50.94
	#955/NYLON BLADE	ROAD FUND	ROAD DEPARTMENT	50.94
			TOTAL:	1,914.48

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WESTFALL, JACOB	2023 FAIR/ENTERTAINMENT	FAIR	FAIR	1,500.00
			TOTAL:	1,500.00
WEX BANK	HEALTH FUEL/JUL 2023	GENERAL FUND	HEALTH DEPARTMENT	280.73
	HEALTH FUEL/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	370.78
	FUEL JUL 2023/MCPT	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	295.82
	MCPT FUEL/AUG 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	1,053.60
	MCPT FUEL/AUG 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	2,223.36
			TOTAL:	4,224.29
WHEATLAND INSURANCE CENTER, INC.	BOND RENEWAL SEP 2023-2024	GENERAL FUND	ASSESSOR/TAX COLLECTOR	500.00
	2023-24 AVIATION POLICY	AIRPORT FUND	AIRPORT	3,275.00
			TOTAL:	3,775.00
WIGHT, ADAM E.	ROAD/FUEL CLOUD OUTLET	ROAD FUND	ROAD DEPARTMENT	168.00
	FAIR/OUTLET ADD, LED LIGHT	FAIR	NON-DEPARTMENTAL	3,500.00
	CUTS/BREAKER REPAIR	PARK FUND	CUTSFORTH PARK	186.00
	CUTS/BREAKER REPAIR	PARK FUND	CUTSFORTH PARK	286.00
	OHV/OUTLET REPLACEMENT	PARK FUND	ATV PARK	232.00
			TOTAL:	4,372.00
WIGHT, RILEY	RO WTR SYSTEM INSTALL/NWE	GENERAL FUND	HEALTH DEPARTMENT	735.00
			TOTAL:	735.00
WILBUR-ELLIS COMPANY	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	2,025.00
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	99.10
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	136.10
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	189.92
	ROAD DEPT CHEMICALS	ROAD FUND	ROAD DEPARTMENT	1,258.70
			TOTAL:	3,708.82
WILLOW CREEK PARK DIST	WILLOW CREEK PARK DIST	WILLOW CREEK PARK	WILLOW CREEK PARK DIST	207.39
			TOTAL:	207.39
WISER, DENNIS E	2023 MC FAIR/SOUND HELP	FAIR	FAIR	700.00
			TOTAL:	700.00
WOLFE CONSULTING, LLC	SERVICES RENDERED/JUN 2023	GENERAL FUND	NON-DEPARTMENTAL	161.25
			TOTAL:	161.25
			TOTAL:	0.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
101	GENERAL FUND	1,181,694.55		
200	HERITAGE TRAIL FUND	2,122.50		
201	ROAD FUND EQUIP RES	44,611.77		
202	ROAD FUND	774,838.00		
205	AIRPORT FUND	20,708.84		
206	LAW LIBRARY	234.00		
207	911 EMERGENCY FUND	16,125.84		
210	FINLEY BUTTES LICENSE FEE	1,748.50		
214	FAIR	43,673.64		
216	SPEC TRANSPORTATION FUND	15,140.57		
218	ENFORCEMENT FUND	47.29		
219	VIDEO LOTTERY ECON DEV	2,643.34		
220	VICTIM/WITNESS ASSISTANCE	7,587.98		
223	CAMI GRANT	1,294.82		
224	WEED EQUIP. RESERVE	68,025.85		
225	STF VEHICLE RESERVE FUND	460,910.28		
227	CAPITAL IMPROVEMENT PROJ	2,639.38		
228	SAFETY COMMITTEE FUND	60.00		
231	JUSTICE COURT BAILS/FINES	5,918.96		
233	CLERKS RECORDS FUND	453.75		
237	BUILDING PERMIT FUND	919.67		
238	PARK FUND	63,877.78		
245	WATER PLANNING FUND	8,335.35		
322	COURT SECURITY FUND	8,118.18		
504	5310 - FTA GRANT FUND	3,882.89		
510	COMMUNITY CORRECTIONS	29,901.99		
514	IONE SCH DIST B&I	600.00		
515	BOARDMAN URBAN RENEW	141.00		
516	RADIO DISTRICT	582.34		
519	WEST BOARDMAN URA	86.97		
522	SHERIFF'S RESERVE FUND	782.63		
540	RESILIENCY FUND	6,249.99		
617	MORROW CO HEALTH DISTRICT	3,193.74		
621	CITY OG BOARDMAN B&I	437.05		
623	CITY OF IRRIGON B & I	226.59		
626	MAN. STRUCTURE OMBUDSMAN	6.17		
630	PORT OF MORROW	288.13		
631	CITY OF BOARDMAN	2,629.86		
632	CITY OF HEPPNER	565.87		
633	CITY OF IONE	81.48		
634	CITY OF IRRIGON	258.81		
635	CITY OF LEXINGTON	43.00		
636	BOARDMAN RFPD	2,033.06		
637	BOARDMAN RFPD	334.32		
638	HEPPNER RFPD	84.65		
639	IRRIGON RFPD	155.58		
640	IONE RFPD	6,662.36		
642	BOARDMAN CEMETERY	61.14		
643	HEPPNER CEMETERY	67.47		
644	IONE-LEX CEMETERY	74.35		
645	IRRIGON CEMETERY	30.08		
646	WILLOW CREEK PARK DIST	207.39		
647	BOARDMAN PARK	644.72		
648	IRRIGON PARK	119.49		

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
649	BOARDMAN PARK B & I	965.24		
651	HEPPNER WATER CONT DIST	13.24		
652	MORROW CO SCHOOL DIST	12,695.12		
654	UMATILLA-MORROW ESD	2,077.47		
658	BLUE MT EDUC DISTRICT	2,231.01		
659	BULE MT B & I	690.95		
660	N MORROW VECTOR CONTROL	784.15		
662	IONE LIBRARY DISTRICT	10,000.00		
663	OREGON TRAIL LIBRARY DIST	766.40		
666	STATE FIRE PATROL	233.10		
688	IONE SCHOOL DISTRICT	918.76		
690	HEPPNER RFD BOND	36.69		
691	CITY OF HEPPNER FIRE BOND	53.72		
695	M.C. RETIRE. PLAN TRUST	70,974.09		
699	UNSEGREGATED TAXES	8,499.12		

	GRAND TOTAL:	2,903,103.02		

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-MORROW COUNTY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 7/31/2023 THRU 8/31/2023

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 7/31/2023 THRU 8/31/2023

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Name
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COMMISSIONERS AP R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



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

(For BOC Use)
Item #
11a

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Date submitted to reviewers: 9/15/23
Requested Agenda Date: 9/20/23

(No acronyms please)

Ratification of Morrow County Sheriff's Office Association Collective Bargaining 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
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Lindsay Grogan 9/15/2023 Human Resources *If appropriate

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

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

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

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

The Morrow County Sheriff's Office Association has voted their approval to ratify the collective bargaining agreement for July 1, 2023.

The Board of Commissioners are needed to approve the proposed contract before it can go into effect. These agreements would be active until June 30, 2026.

2. FISCAL IMPACT:

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

Suggested motion to ratify the collective bargaining agreement between Morrow County and the Morrow County Sheriff's Office Association as affiliated with Teamsters Local Union No. 223. With the authorization for the Board to sign the contract at a later date with the condition that there will be no material changes on the bargained articles.

Attach additional background documentation as needed.

PREAMBLE

This Agreement is entered into by Morrow County, Oregon, hereinafter referred to as the "County," the Morrow County Sheriff's Office Association, as affiliated with Teamsters Local Union No. 223, hereinafter referred to as the "Association," and/or "Union/Association" and is intended to cover those items described in 243.650 (PECBA) for the bargaining unit hereinafter described.

ARTICLE 2 - UNION SECURITY and RIGHTS

2.1 Association Membership. All employees covered by the agreement are considered members of the bargaining unit. Employees have the right to join the Association at their own election.

2.2 Checkoff.

a. The County agrees to honor and abide by the terms of any authorization agreement between the Union/Association and a bargaining unit member regarding deductions for dues, fees, assessments, or other authorized deductions to the Union/Association and its affiliated organizations and entities. The Union/Association shall certify to the County in writing the category and amount of money for each category to be deducted. The County will deduct the authorized monies per the County's procedures within each and every month.

b. The Union/Association will provide authorization forms for the County to distribute to employees upon request by an employee. The Union/Association will have opportunity during new employee orientation meetings (when held) to provide employees with authorization forms. In the event a bargaining unit member has questions about the terms of the authorization agreement, the County will advise that member that the authorization reflects an individual agreement between that member and the Union/Association and direct that member to the Union/Association to have those questions addressed.

c. The Union/Association will hold the original authorization agreement and will provide a copy which the County will retain in the employee's personnel file. Deductions shall begin the first full pay period following receipt of the written, signed authorization agreement by the County. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement.

d. The Union/Association will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County as a result of any County action taken pursuant to the provisions of this Section, excluding the costs of County's defense to enforce this indemnification provision which shall be the responsibility of the County. The Union/Association and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

e. All monies deducted pursuant to employees' authorizations will be forwarded to the Union/Association with an itemized statement at no cost to the Union/Association immediately (within up to three days) after every payroll.

2.3 Paid Work Time to Perform Certain Union/Association Activities.

a. In accordance with ORS 243.798, the County shall allow designated Union/Association representatives reasonable time to engage in the following activities during work hours and at the County's facilities, without loss of compensation, seniority, accrued leave or other benefits:

1. Investigate and process grievances and other workplace-related complaints.

2. Attend investigatory meetings and due process hearings.

3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board.

4. Act as a representative for the purpose of collective bargaining.

5. Attend labor-management meetings (Section 2.6) held by a committee composed of County representatives, employees, and representatives of the Union/Association to discuss employment relations matters.

6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees at orientation or at any other meetings that may be arranged for new employees.

7. Testify in a legal proceeding in which the designated Union/Association representative has been subpoenaed as a witness.

8. Perform any other duties agreed upon by the County and Union/Association in this Agreement or another agreement.

The County may not reduce an employee's work hours in order to allow reasonable time to engage in the activities listed above, except to prevent the employee from working unauthorized overtime hours.

b. For purposes of this Article, "designated representatives" includes Union/Association executive board officers and their designees as selected by the Union/Association; the representatives may also be referred to as "stewards" and the Union/Association will identify those representatives in writing to the County.

c. When feasible, designated representatives shall provide their immediate supervisor with notice of the need to perform the activities listed above. There may be situations in which both parties agree that the circumstances do not require advance written notice.

d. The County shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, a designated representative may request that their schedule be adjusted to allow the designated representative to perform the activities above during paid work hours; such requests are subject to operational needs and staffing levels. By way of example, a designated representative working night shift will be allowed to adjust their schedule to day shift as necessary to perform Union/Association activities.

e. The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.

2.4 Access to County Facilities and Equipment

In accordance with ORS 243.804, the County shall provide the Union/Association reasonable access to bargaining unit members.

a. The County shall provide the Union/Association with no less than thirty (30) minutes and up to one hundred twenty minutes (120) to meet with new bargaining unit employees without undue interference. Such meeting shall occur within 30 calendar days from the new employee's date of hire. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the meeting.

b. The Union/Association shall be permitted reasonable access to meet with employees during the employees' regular work hours at their regular work location to investigate and discuss grievances, workplace-related complaints, and other matters relating to employment relations, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

c. The Union/Association shall have the right to use the County's facilities to conduct Union/Association meetings.

d. The County's electronic mail system may be used by the Union/Association for Union/Association-related communications including communications related to collective bargaining, investigation of grievances or other disputes relating to employment relations, and governance of the Union/Association.

e. The Union/Association may meet with employees as describe above at a time and place set by the Union/Association, provided that the meetings do not interfere with the County's operations.

f. Union/Association Representatives. Upon proper pre-notification, bona fide non-employee representatives of the Union/Association shall have access to the premises of the County during working hours to conduct Association business as long as County operation are not unduly interrupted.

2.5 Right to Receive New Hire Information

a. In accordance with ORS 243.804, the County shall provide the Union/Association with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

- The employee's name and date of hire.
- Contact information including: cellular, home and work telephone numbers, personal and work electronic mail addresses; and home or personal mailing address
- Employment information including the employee's job title, salary, and worksite location.

b. The County shall provide the information within 10 calendar days from the date of hire for newly hired employees, and every one-hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

2.6 Labor and Management Meetings.

The County and the Union/Association each agree to hold labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer/employee relationships. Each party may have at least two representatives at such meetings.

2.7 Bulletin Boards.

The County agrees to provide adequate space on a bulletin board in the Sheriff's Office and at each outside office/annex for use by the Union/Association. The space at each location shall be no less than is currently allocated. All materials posted thereon by the Union/Association shall be on Association or Union letterhead stationery or otherwise clearly identified as originating from the Association or Union.

2.8 Statute Reference Regarding Time and Access. The minimum time and access referenced in this Article provided to the Union/Association shall be "reasonable", per ORS 243.798 and ORS 243.804.

ARTICLE 5 - SETTLEMENT OF DISPUTES

5.1 Procedure. Any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement defined as a grievance shall be settled in the following manner:

STEP 1. The affected employee or employee representative shall communicate the grievance orally or in writing to the employee's most immediate supervisor not within the bargaining unit within 14 calendar days of the occurrence of the grievance or the date the employee knew or should have known, whichever shall occur later. The supervisor shall have 14 calendar days in which to respond to the grievance.

STEP 2. If the grievance is not resolved it may, within 14 calendar days of completion of Step 1 procedures, be presented to the Sheriff. Such presentation shall be reduced to writing and shall specify County action or inaction which is the cause of the grievance, the specific Article or Articles and Section(s) or paragraph(s) thereof alleged to have been violated and the remedy sought. The Sheriff will have 14 calendar days in which to make a response in writing to the grievance.

STEP 3. If the grievance remains unresolved, it may, within 14 calendar days of completion of action at Step 2 hereof, be submitted to the Board of Commissioners by submission of all memoranda and materials submitted or received at previous steps of this grievance procedure. The Board of Commissioners shall have 21 calendar days in which to respond to the grievance.

STEP 4. If the grievance is still unsettled after completion of Step 3, and if the grievance involves discipline of a law enforcement officer (as defined in ORS 131.190), the moving party agrees to request an arbitrator consistent with Oregon Law (currently ORS 243.808) in accordance with the process established by the Employment Relations Board with simultaneous notice to the other party and within ten (10) working days after the conclusion of the above-applicable grievance steps.

If the grievance is still unsettled after completion of Step 3 and if the grievance does not involve discipline of a law enforcement officer (as defined in ORS 131.190), the Union may, within 14 calendar days of the written response of the County governing body under Step 3, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within 14 calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon Employment Relations Board shall be requested to submit a list of 13 arbitrators. The party chosen by a coin toss shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for a hearing which is agreeable to both parties.

For all grievances, the expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement.

Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

5.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

If the grievant or Association fails to respond in a timely fashion, the grievance may be filed and processed to Step 2 of the grievance procedure. The grievance will not be subject to arbitration and the Sheriff's response at Step 2 will be final and binding.

5.3 Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes lack sufficient merit.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

7.1 Standard. No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure.

7.2 Probationary Period. This article shall not apply to any employee on probation as defined in Article 6 - Probationary Period.

7.3 Imposition. If the County has reason to discipline an employee, the County shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

7.4 Due Process. In the event the County believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified in writing of the charges or allegations that may subject them to discipline.
- b) The employee shall be notified in writing of the disciplinary sanctions being considered.
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- d) At their request, the employee will be entitled to Association representation at the informal hearing.

7.5 Just Cause Standards. For the purpose of this agreement, except the definition and application of just cause for law enforcement officers (as defined in ORS 131.930) is subject to ORS 236.350, ORS 243.808, OAR 265-005-0010, and applicable State law, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- c) The County must conduct a reasonable investigation. It must be determined that the employee is guilty of the alleged misconduct or act.
- d) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- e) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 8 - HOURS OF WORK

8.1 Hours & Work Week. The regular hours of work each day shall be consecutive and include paid rest and meal periods. The regular workweek shall consist of not more than 5 consecutive workdays with 2 consecutive days off, or 4 consecutive workdays with 3 consecutive days off if a 4/10 schedule is adopted. Forty hours shall constitute a week's work.

8.2 Work Schedule. Work schedules indicating any change in the hours and days to be worked shall be communicated to the employee 72 hours in advance or all-time worked outside the originally scheduled work hours shall be paid at the overtime rate in accordance with 13.3 Overtime. 'Communicated' shall be defined as a call to the employee's personal phone or in-person contact. The foregoing shall not apply when a change in work schedule without 72 hours advance notice is due to inclement weather, an "Act of God" or other circumstance over which the County exercises no direct control or could not have reasonably anticipated.

8.3 Meal Periods. Subject to operational requirements, all employees shall be granted up to $\frac{1}{2}$ hour paid meal period while on duty. In the event a duty period is extended for a total of more than 14 continuous hours, an employee shall be granted a second paid meal period.

8.4 Rest Periods. Subject to operational requirements on that specific date, each employee shall be allowed a paid 15-minute rest period during the first half of his/her shift and a second paid 15-minute rest period during the second half of his/her shift. In the event a duty period is extended for a total of more than 10 hours, an employee shall be granted third paid 15-minute rest period. In the event a duty period is extended for a total of more than 14 hours, an employee shall be granted a fourth paid 15-minute rest period.

Whenever reasonable with supervisor approval, employees may combine rest periods and meal periods.

8.5 Expression Breaks. In addition to the breaks previously listed, employees who need to express milk shall be granted reasonable breaks in accordance Sheriff's Office Policy 1030.3 (as of September 8, 2023). The County shall designate an appropriate location (not a bathroom) for the expressing of milk. Employees are eligible for expression breaks until their child reaches 18 months of age.

ARTICLE 10 - SICK LEAVE

10.1 Accrual. Employees shall be credited with .0462 hours of sick leave for each hour worked (approximately 1 day per month) for full-time employees to a maximum of 960 hours (120 days). Holiday, vacation and sick leave time provided it was paid for as if worked, will be counted as hours worked for purposes of this Section.

10.2 Utilization. Employees who have completed one (1) full calendar month of employment may apply accumulated sick leave.

Sick leave that is properly utilized shall not be used against any employee for purposes of performance evaluation, selection for special assignments or promotion.

Sick leave may be used for any of the following reasons, consistent with allowable uses under ORS 653.616, as amended, which include:

a. For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.

b. For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care.

c. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability.

d. To care for a family member with a serious health condition,

f. To recover from or seek treatment for a serious health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee's regular position.

g. To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care or who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency.

h. To deal with the death of a family member by attending the funeral or alternative to a funeral of the family member; making arrangements necessitated by the death of a family member, or grieving the death of a family member. Prior to using accrued sick leave for each of the purposes in this subsection, employees may utilize Bereavement Leave in accordance with Article 12.6 – Bereavement Leave.

i. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking.

j. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent.

k. To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking.

l. To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent.

m. To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.

n. In the event of a public health emergency pursuant to ORS 653.616(6).

Beyond the allowed uses provided by law, sick leave may also be used:

- By donating accrued sick time to another employee in accordance with the County's policy for sick leave donation (see Hardship Leave),

- When an employee is quarantined as determined by the County Health Officer.

In accordance with OAR 839-007-0000, family member means the employee's spouse or domestic partner; child or the child's spouse or domestic partner; parent (or is in a relationship of in loco parentis) or the parent's spouse or domestic partner; sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner; grandparent or the grandparent's spouse or domestic partner; grandchild or the grandchild's spouse or domestic partner.

10.3 Verification/Certification of Sick Leave. If an employee takes more than three consecutive scheduled work days of sick time for a purpose listed in Section 10.2 a-m, or if the County suspects the employee is abusing sick time, the County may request verification or certification of the need for leave, in accordance with ORS 653.626.

10.4 Notification. Employee shall provide notification of the use of sick leave in accordance with ORS 653.621(e) and the Sheriff's Office Sick Leave policy (as of September 8, 2023). When use of sick leave is foreseeable, the employee shall provide no less than 10 days advanced notice of the leave to their supervisor, or as soon as otherwise practicable. When the use of sick leave is unforeseeable, the employee shall provide notice to their supervisor as soon as practicable and must comply with the Sheriff's Office's Sick Leave policy (as of September 8, 2023) for requesting or reporting time off. The employee will ensure contact is made with their supervisor when sick leave is used.

10.5 Termination of Benefit. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except as provided by pension guidelines and the County will ensure unused sick leave is utilized to the maximum benefit to the employee upon retirement under the employer's specific retirement plan.

10.6 Limitations. No County employee shall be entitled to sick leave pay while absent from duty due to the following causes:

Inability to properly perform required duties because of intoxication;

Injury or illness for which the employee is or should be eligible for Workers' Compensation insurance benefits by reason of employment with an employer other than the County;

An on-the-job injury or illness for which the employee is eligible for Workers' Compensation insurance benefits as determined by SAIF. However, if such time loss injury is for less than 14 days, the employee shall be eligible for sick leave benefits for the day of the injury and the following 2 days. The County shall also continue to provide for medical, life, and long-term disability protection as though the employee were working for the duration of the temporary disability.

ARTICLE 11 -VACATIONS

11.1 Accrual. Vacation shall accrue in accordance with the following table:

<u>Years of Service</u>	<u>Accrual Rate Per Hour</u>	<u>Approx. Annual Accrual</u>
0 to 4	.0462	12 days
5 to 9	.0539	14 days
10 to 14	.0616	16 days
15 to 19	.0692	18 days
20+	.0769	20 days

All service credited for vacation accrued purposes must be continuous. In all cases, the actual accrual will be based upon hours actually worked, not an annual equivalent. Holiday, vacation and sick leave time provided it was paid for as if worked will count as hours worked for purposes of this section. Vacation in the form of time off or cash payment shall not be granted to employees until after six months of service have been completed.

11.2 Maximum Accrual. The maximum number of hours of accrued vacation time that an employee shall be allowed to maintain shall be limited to 300 hours. Any employee who has accumulated 300 hours shall have no additional vacation time credited to his/her account until such time as his/her accumulated vacation time drops below 300 hours. However, if the Sheriff has, due to operational conditions, denied an employee's vacation request, the Sheriff shall, upon request of the employee, allow vacation to accumulate beyond the 300-hour maximum for a 90-day period.

11.3 Scheduling. Employees shall be permitted to request either a split or a single vacation. Vacation time shall be scheduled with the employee's supervisor. However, each employee will be permitted to exercise seniority only once each year. The Sheriff shall have the final determination of vacation times based on operations. To utilize vacation, an employee shall notify his/her supervisor of his/her scheduling request in writing on a form furnished by the Sheriff at least 2 weeks but not more than 6 months prior to the start of the requested vacation. Notwithstanding the forgoing, by mutual agreement between an employee and his/her supervisor, vacation may be requested and approved outside of the timelines above. The supervisor will approve or deny the request within 5 working days of receipt thereof.

11.4 Work During Vacation Period. Any employee who is required to work during vacation period shall be paid for all hours worked at the rate of one and

one-half (1^{1/2}) times his/her regular rate of pay for the entire period of the originally scheduled vacation provided, however, such vacation had been previously approved in advance in accordance with the provisions of 11.3 Scheduling. The employee's vacation with pay shall be rescheduled to a future period.

11.5 Payment Upon Termination or Death. Upon termination or death of a regular full-time employee who has completed at least six months of employment, compensation for all accumulated vacation shall be paid to the employee or his/her heirs.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 Protected Leaves (including OFLA/FMLA/PLO).

Employees must use all accrued paid leave (such as vacation, holiday, sick leave, etc...) before going on unpaid leave status, unless prohibited by law.

Utilization of protected leaves such as OFLA, FMLA, and Paid Leave Oregon, will be at the choice of the employee.

Leave without pay will be approved in accordance with federal and state family leave laws. However, employees who have been employed by the County for more than 5 years will have an additional 90 days available upon request subject to operational needs as determined by the supervisor.

12.2 Other Leaves Without Pay. A leave of absence may be allowed at the discretion of the County.

A returning employee will not replace current employees but shall be placed in the first available opening in the position they took leave from.

12.3 Jury Duty. Regular full-time employees shall be granted leave with full pay, computed on the basis of 8 or 10 hours pay (as appropriate) at the employee's regular straight-time hourly rate, any time they are required to report for jury duty or jury service. Employees who are required to work a schedule other than day shift shall be allowed to flex their schedule to day shift during their jury service to ensure equal treatment for time off to serve on jury duty. An eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work. Any employee required to appear in court in connection with or arising from his/her duties with the County shall also be subject to the above provision provided that any employee appearing on behalf of an action against the County or on behalf of the Union shall receive such time off but shall not be compensated therefor.

12.4 Witness Duty Leave. Employees who are subpoenaed to testify in non-work-related legal proceedings must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served. To cover absences from work, employees may request a schedule adjustment per Article 13 (flex time) or may use any available

vacation time to cover their absence from work. Employees must use all accrued paid leave before going on unpaid leave status. If the employee does not have any accrued paid leave, the employee may apply for a leave of absence.

12.5 Domestic Violence Leave. Employees who need time off for Domestic Violence leave may request a schedule adjustment per Article 13 (flex time), may use any available vacation time to cover their absence from work, or may use sick leave in accordance with Article 10 if the absence is an allowable use under ORS 653.616 (Oregon Sick Time Law) to cover their absence from work. Employees must use all accrued paid leave before going on unpaid leave status, unless prohibited by law. If the employee does not have any accrued paid leave, the employee may apply for a leave of absence.

12.6 Bereavement Leave. Upon the death of a member of the employee's immediate family as defined below, employees shall be granted up to 40 hours of paid Morrow County Bereavement Leave, and may be followed by up to 40 hours of Accrued Sick Leave while off work due to OFLA (Oregon Family Leave Act) Bereavement. Immediate family member means any relative who has for the past year resided continuously in the household of the employee and mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, stepparents, and stepchildren.

12.7 Paid Leave Oregon. If the County participates in the Paid Leave Oregon (PLO) program, it will apply to all members of the bargaining unit. The County will comply with the applicable laws and rules.

Employees will have the choice whether or not to apply for PLO. The County and the Union/Association recognize eligibility is determined by the State of Oregon

Upon request by the employee, an employee shall be allowed to utilize their accrued leave (of their own choice), to compensate for the difference between their state issued PLO benefits and their normal rate of pay received from the County, up to the maximum amount allowed by law.

If the County opts out of the PLO program, the County and the Union/Association agree to bargain the effects of the County's equivalent plan. In accordance with law, any equivalent plan must provide benefits that are equal to or greater than the benefits PLO.

12.8 Administrative Leave. Administrative Leave is when the County relieves an employee from job duties for non-disciplinary reasons. Employees on administrative leave shall continue to receive their regular pay and all benefits and accruals which normally would have been earned during their regularly

scheduled shift(s) and all time on Administrative Leave will be considered time worked for all purposes. With reasonable notice, the employee may be required to be available for investigations and interviews.

ARTICLE 13 COMPENSATION

13.1 Wages. Employees shall be compensated in accordance with the wage schedule attached as an Addendum to this Agreement and which is hereby incorporated into and made a part of this Agreement and employees shall also be paid all other compensation per this Agreement for which they qualify including but not limited to incentive pay and longevity pay.

In 2023, Morrow County developed a new County-wide Master Pay Scale. The Master Pay Scale includes Pay Grades and Pay Steps. Upon ratification, all classification titles will be changed to match those below, but the noted DPSST certification levels are not part of the classification titles.

Bargaining unit employees employed on July 1, 2023, and employed on the date of ratification will receive retroactive wage increases to July 1, 2023 based on the employee's new (upon ratification – by both parties) Pay Grade and Pay Step. Canine Handlers will also receive retroactive compensation for incentive pay to July 1, 2023, but all other incentives or differential increases will be effective the first pay period after ratification.

Pay Grades for classifications covered by this Agreement shall be:

<u>CLASSIFICATION</u> (with DPSST Certification Level Noted)	<u>PAY GRADE</u>
Deputy Sheriff	20
(Intermediate Certificate)	21
(Advanced Certificate)	22
Parole & Probation Officer	19
(Intermediate Certificate)	20
(Advanced Certificate)	21
Communications Dispatcher	15
(Intermediate Certificate)	16
(Advanced Certificate)	17
Work Crew Supervisor	16
Civil and Records Deputy	15
Administrative Assistant	15

The Initial 2023 Pay Step Placement: Initial Step placement on the Master Pay Scale is based on the employee's current rate of pay. At a minimum, an employee's current base wage rate will be increased by 5%, and will be rounded up to the next Pay Step and will be awarded an extra step within the Pay Grade of the employee's classification. After that calculation (after the 5% increase, the rounding-up to the next Pay Step and the awarding of an extra step), all employees who are at then at Pay Step 7 or above will be

awarded another extra step within the Pay Grade of the employee's classification as an Equity increase.

Each employee shall be on a Pay Grade and Pay Step in the Wage Scale, and this shall be the employee's base wage rate. Any incentive pay or other pay increase shall be applied on top of the base wage rate.

Advancement on the Wage Schedule: Employees will advance Steps on the wage schedule on the one-year anniversary date of the placement at their current Grade. Movement to a different Pay Grade due to an employee receiving an Intermediate or Advanced DPSST certification will also result in the employee moving one Step higher on the Step scale at the same time as the Pay Grade advancement (the employee will move up both the Pay Grade scale and the Pay Step scale). Achieving a higher Pay Grade due to DPSST certification is not a promotion or a job classification change.

b. Wage Increases in 2024 and 2025

Effective July 1, 2024 and July 1, 2025, the base wage rates in the Wage Schedule shall increase based on the Consumer Price Index - U.S. City Average for All Urban Consumers for All Items prepared by the Bureau of Labor Statistics, with a minimum increase of two percent (2%) and a maximum increase of five percent (5%).

The increase will be calculated on the average of the monthly increases for the prior calendar year, rounded to the nearest 10 tenth. For example, if 2023 the monthly increases are as follows:

CPI	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	6.4	6	5	4.9	4	3.8	3.5	3.2	3	2.8	2.7	2.5

then the annual increase on July 1, 2024 would be 4.0%

c. Ratification Bonus.

Bargaining unit employees employed on the date of expiration for the prior agreement (June 30, 2023) and on the date of ratification will receive a one-time lump sum bonus of \$2,000. The ratification bonus will be paid on the County's second pay date after ratification to all employees who qualified, regardless of employment status on the date of payment.

13.2 Placement on the Wage Schedule for New Employees.

Placement of New Hires. Except for Lateral Hires, new employees will normally start at Step 1 on the wage schedule.

Placement of Lateral Hires. A Lateral Hire is a newly hired employee who is already certified by Oregon's Department of Public Safety Standards and Training (DPSST) in their job classification (such as Deputy, 911 Communication Dispatcher, or Parole and Probation Officer). The Sheriff may, at their discretion, start Lateral Hires up to the top step of the wage schedule and Lateral Hires will be prescribed all incentive pay, certification pay and benefits consistent with the Lateral Hire's qualification and years of experience in their field.

13.3 New Classification. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. If the position is appropriate to this bargaining unit, the Association shall be notified and shall be afforded an opportunity to meet and interim bargain. If the Association and County cannot agree on a rate for the classification, the Association may submit the issue to interest arbitration under ORS 243.698.

13.4 Overtime. Employees shall be compensated at the rate of time and one-half (1.5) the employee's regular rate of pay for work under the following conditions:

- a) All work performed in excess of 8 hours in any workday for employees working a 5/8 schedule and 10 hours in any day for employees working a 4/10 schedule.
- b) All work performed in excess of 40 hours in the established workweek of Monday at 12:01 a.m. through Sunday at midnight.
- c) All work performed on the sixth or seventh day of work in a regular work week or when a 4/10 workweek is in effect, all work performed on the fifth, sixth or seventh day in a regular workweek.
- d) All work performed during hours not scheduled at least 72 hours in advance except as provided in 8.2 Work Schedule.

Overtime pay shall not be paid when shift trades are mutually agreed between employees. The County must approve all shift trades.

13.5 Spousal Notice. The County will continue to assist in the notification of employee spouses when overtime not scheduled in advance is worked.

13.6 Flextime Agreement (FTA) as an exception to paid overtime. By mutual agreement between the employee and the supervisor, an alternative to the regularly scheduled day or workweek may be worked. A “flexed” schedule may change the starting and/or ending time of one or more workdays and may change the number of hours worked in a day or on several days. A flexed schedule will not, however, change the total number of hours worked in the established weekly work period for the affected employee. Notwithstanding the requirement of the overtime article and ORS 653.268, and as specifically allowed by ORS 653.269(5)(b), a flexed work schedule shall not result in the payment of overtime.

The parties understand flextime may not work for some positions or situations (including due to staffing) and agree there is no requirement on either party to agree to or utilize flextime. This clause does not permit any manager or supervisor to direct an employee to utilize the flex time option.

Overtime pay shall not be paid when shift trades are mutually agreed between employees. The County must approve all shift trades.

13.7 Defined Hours of Work. For purposes of computing, hours worked over 40 in a workweek, hours which are compensated but not worked because of vacation, sick leave, holiday observance, or any approved leave shall be considered as hours worked.

13.8 Callback. Employees called back to after going off duty shall be paid a 3-hour minimum or actual number of hours worked, whichever is greater at the overtime rate. This Callback provision will not apply when employees are called in early to work a regular shift, so long as the early work last until the start of the regular shift.

Employees shall be paid 2 hours, or the actual number of hours worked, whichever is greater, at the overtime rate for scheduled Court appearances.

13.9 No Pyramiding. In no event shall the County be required to provide compensation twice for the same hours.

13.10 Certification Pay. Deputies, Parole and Probation Officers, and 911 Communications Dispatcher personnel who possess an Intermediate or Advanced certificate from DPSST shall be placed on the wage schedule at the Pay Grade consistent with their certification level. Employees who receive their Intermediate or Advanced Certificate shall move to the appropriate Pay Grade on the wage schedule at the beginning of the next pay period after their certificate is granted by the DPSST. When this occurs, the employee shall remain at their current Pay Step on the date of movement to the new Pay Grade and movement in the Steps will continue to occur on the employee’s previously -established Step date.

13.11 Temporary Assignment. Employees temporarily assigned to do the work of a lower-paying classification shall not have their pay rate decreased. The provisions of this section shall not, however, prevent the County from assigning an employee the work and pay of a lower classification when the employee is unable to perform his regular job duties due to disability, lack of work (e.g., layoff), or for other reason.

13.12 Paychecks. Paychecks shall be issued every two weeks on Fridays. Prior to any change in the County's payday, the County must give at least 30 days' notice

13.13 Shift Differential. All employees assigned to any shift that begins at or after 5:00pm but before 5:00am will receive an additional \$.40 an hour for actual worked hours.

13.14 Promotion. Upon promotion to another position within the bargaining unit, an employee will be placed at the lowest step of the promotional salary range that provides a minimum five percent pay increase, not, however, to exceed the top step. Step increases shall be annual thereafter based on the anniversary date of the promotion.

13.15 Incentive Pay

Employees shall receive incentive pay added to their base wages for all of the following designations:

a. Field Training Officer (FTO). A Deputy Sheriff, Parole and Probation Officer, or 911 Communication Dispatcher who is assigned or directed to act in the capacity as a FTO shall be paid an incentive of five (5) percent above their base wages only for the actual time spent in training and only with prior Department approval.

b. Certified Instructor. Any employee who is assigned or directed to act in the capacity as a Certified Instructor shall be paid an incentive of three percent (3%) percent above their base wage only for the actual time spent providing instruction and only with prior Department approval.

c. Detective. A Deputy Sheriff who is assigned as a Detective shall be paid an incentive of five (5%) percent above their baseline wage while assigned.

d. Canine Handler. A Deputy Sheriff who is assigned as a Canine Handler shall be paid an incentive of five percent (5%) above their baseline wage while assigned. The incentive pay for a canine handler is to compensate the handler for time spent in care and feeding of the canine above and beyond what takes place during work hours. The parties agree this is

sufficient to meet the legal compensation requirements for the off-duty care and feeding of the canine. The County shall supply the dog's food and pay the dog's medical costs. The County will provide a secure kennel at the handler's residence for the canine and will pay for canine boarding when necessary. The County will provide a suitable patrol vehicle for the use of the canine handler. The County shall provide liability insurance for the actions of the dog. Training activities shall be conducted during on-duty time.

e. Bilingual. Any employee who has been determined to be proficient in languages specified by the Sheriff (which shall minimally include Spanish) shall receive a premium of five percent (5%) percent above their baseline wage.

The Sheriff shall establish criteria and a process to determine bilingual proficiency. All costs for initial testing, documentation, and retesting shall be borne by the County; however, the County will only test one time per calendar year. Employees may be required to recertify proficiency every five (5) years. The initial testing will occur no later than December 31, 2023.

13.16 Oregon Physical Abilities Test (ORPAT)

Participating in the ORPAT is voluntary. However, employees will be paid a bonus of \$500 up to one time per calendar year upon successfully completing an approved ORPAT.

An approved ORPAT is either a County-sponsored ORPAT or an ORPAT administered by an ORPAT certified instructor.

To successfully complete an ORPAT an employees must pass within the DPSST standard time of five minutes and thirty seconds. For a non-County ORPAT, the employee must submit proof to the Sheriff and the date of completion can be anytime in the same calendar year. The bonus will be paid the first pay period after passing or submission of proof of passing.

Participating in the ORPAT will not be considered working time (unless taken while on-duty and on a rest break or lunch period), and will not be considered hours worked for overtime.

13.17 Longevity Pay. Employees shall be compensated for longevity upon reaching the fifteenth (15th) anniversary of their hire date with the County and shall be paid an additional one percent (1%) on their base wage. Employees will

receive an additional one percent increase (1%) on their base wage upon reaching their twenty-year (20th) and twenty-fifth (25th) anniversary dates.

ARTICLE 16 - UNIFORMS AND WEAPONS

16.1 Armed Personnel. The County shall furnish the following equipment at no cost to the employee: ballistic vests, handcuffs, badges, flashlights (and batteries as required) and all authorized force implements and belts/holsters/carriers for such implements and any other required equipment. Force implements include but are not limited to Tasers and Taser cartridges, pepper spray/mace, collapsible batons, handguns, spare firearms magazines, ammunition for all firearms, and a patrol rifle and shotgun for each vehicle (shotguns are optional at the employee's choice). At the discretion of the Sheriff, Parole and Probation employees may be issued a patrol rifle and shotgun. Ballistic vests will be at least threat level II, in good repair and not older than 5 years. The brand will be selected by the Sheriff. The Sheriff shall furnish the following clothing at no cost to employees: four each long sleeve wash and wear shirts, summer short sleeve wash and wear shirts and four wash and wear pants (the initial tailoring to be paid for by the Sheriff), one winter coat, one rain jacket (or one jacket only if the jacket is suitable for both winter and rain), and all name tags and patches. If the Sheriff implements a formal/Class A Uniform for uniformed personnel, all uniformed employees will be provided with a full formal/Class A Uniform. The Sheriff shall repair or replace all issued equipment and clothing (as required) at no cost to the employees.

The Sheriff shall purchase Danner Uniform boots (capable of carrying a shine) and replace them on an as-needed basis not to exceed \$400. In the circumstance that the listed boots are not an adequate fit for the Deputy, substitute boots may be approved by the Sheriff.

All clothing and equipment are to be in good condition and to fit the employee, in a manner becoming to professionals.

16.2 911 Communications Dispatcher, Civil Deputy and Administrative Assistant.

The Sheriff shall furnish, at no cost to the employees the following:

911 Communication Dispatcher: four (4) shirts and one (1) pair of pants. If the policy of allowing Communication Dispatchers to wear jeans is revoked at any time, the Sheriff shall provide three (3) additional pairs of pants to Communication Dispatchers. (The initial tailoring to be paid for by the Sheriff).

Civil Deputy: four (4) shirts and four (4) pairs of pants (The initial tailoring to be paid for by the Sheriff).

Administrative Assistant: four (4) shirts. If the policy of allowing Administrative Assistant to wear jeans is revoked at any time, the Sheriff shall provide three (3) additional pairs of pants to Administrative Assistant(The initial tailoring to be paid for by the Sheriff).

The Sheriff shall furnish any required equipment, and the Sheriff will repair or replace all issued equipment and clothing at no cost to the employees as needed.

The Sheriff will reimburse a 911 Communications Dispatcher or a Civil Deputy up to \$100 per year for approved footwear on an as-needed basis. (e.g. An employee receives a \$100 reimbursement on July 1 they will not be eligible for any further reimbursement until July 1, the following year. Shoes shall be black in color.

All clothing is to be in good condition and to fit the employee, in a manner becoming to professionals.

16.3 Firearms

The County will furnish firearms to armed personnel and the County will be responsible for maintenance and repair of assigned firearms. It will be the employee's responsibility to make deficiencies known to the Sheriff. Each employee shall be responsible for the cleaning of his/her assigned firearms. Cleaning kits and supplies necessary for cleaning of the firearms will be made available without cost to each employee.

The County will furnish ammunition for authorized weapons.

16.4 Detectives

Deputies assigned to detective duties in the Criminal Division, upon request, shall be issued a clothing allowance for reimbursement up to a maximum of \$500 per fiscal year.

16.5 Termination of Employment.

It is expressly recognized and understood that title for all items issued remains with the County and that upon the termination of employment for any reason whatsoever, all items issued pursuant to this Article will be returned to the County or purchased from the County at the original purchase price paid by the County.

The loss of any assigned items by an officer as a result of negligence or wrongful and willful misconduct while in the execution of his/her duties or any loss of

County property not arising out of the officer's conduct of his/her duties shall require replacement of such equipment with all cost attendant thereto borne by the employee.

ARTICLE 19 – FREEDOM OF SPEECH and SOCIAL MEDIA

19.1 Freedom of Speech. The County will have no policies that violate any employee’s rights of freedom of speech, freedom of expression or freedom of association protected by the U.S. and Oregon Constitutions.

19.2 Social Media.

The County will not invoke ORS 659A.330 (7) (as amended by HB 2936 in the 2021 regular legislative session) and that the County will abide by the rest of the language in ORS 659A.330.

The parties agree employees are required to comply with the County’s Employee Handbook, Section VII. Workplace Guidelines, “C. Social Media” (as of September 8, 2023).

The parties agree the policy permits the County to require an employee to produce content from his/her social media or internet account in connection with an investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations, when there is a reasonable link between the employee’s suspected online or social media activity and the County’s legitimate business interests, and when reasonable cause exists to believe that the employee’s internet or social media activity constitutes, or provides evidence of, potential misconduct, unlawful or unethical behavior, or policy or rule violations.

ARTICLE 20 - MISCELLANEOUS

20.1 Use of Physical Force. An employee involved in a use of physical force situation, with their representatives, will be allowed an opportunity to hear/view audio or video recordings created by the involved employee about the incident in the possession of the agency prior to providing a formal statement (written or verbal) after any use of physical force (which includes use of deadly force).

Employees involved in the use of deadly physical force will be allowed to consult with an attorney (or agent of an attorney) prior to being required to give an oral or written statement about the use of deadly physical force. Prior to such consultation, an employee may be required to immediately provide a very limited Public Safety Statement in order to assist with suspect identification, provision of medical care or secure perishable evidence. The right to consult with an attorney or agent will not unduly delay the giving of the public safety statement or hinder the immediate processing of an ongoing incident.

20.2 Outside Employment. Employees wishing to engage in off-duty employment must obtain written approval from the Sheriff prior to engaging in any outside employment. Employees must submit a written request which shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. Upon receipt of such request, the Sheriff shall have the right to independently determine the nature of the employment being considered. In order to be approved, the Sheriff, at his/her sole discretion must determine the outside employment is: a) be compatible with the employee's County's duties; b) in no way detract from the efficiency of the employee in County duties; c) not take preference over extra duties required by County employment; and d) not present a conflict of interest, the potential of one, or the appearance of same.

Employees engaged in approved outside employment shall notify the County of changes in job title, duties or termination of outside employment.

It is understood that the Sheriff, with cause, may at any time revoke permission to hold outside employment. Such notification shall be by letter and, except in emergencies, 15 days' notice of termination shall be given.

20.3 Video and Audio Recordings. Employees will be allowed an opportunity to hear/view audio or video recordings created by the involved employee about the incident in the possession of the agency prior to writing any report.

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall be effective upon ratification, except as otherwise provided herein, and shall remain in full force and effect through the 30th day of June 2026. Any specific compensation qualifying for retroactive to July 1, 2023 is expressly listed in Article 13.

This Agreement shall be automatically renewed from year to year beyond the expiration date unless either party shall notify the other in writing prior to January 1, of the expiring year or any subsequent year that it desires to modify this Agreement.



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

(For BOC Use)
Item #
11b

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

Presenter at BOC: Tamra Mabbott

Date submitted to reviewers: September 14, 2023

Department: Planning

Requested Agenda Date: September 20, 2023

Short Title of Agenda Item: Second Reading of Ordinance and Adoption of Findings for Rowan Green Data applications
(No acronyms please) AC-145-23, AC(Z)-146-23 and AZM-147-23.

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 Sign Final Findings

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 September 14, 2023 Department Director

Required for all BOC meetings

County Administrator

Required for all BOC meetings

County Counsel

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

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

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

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

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

Board of Commissioners held a land use public hearing on August 16, 2023 in Irrigon. At the end of the hearing, Board closed the hearing and continued to the September 6, 2023 regular Board meeting in Heppner at 9:00 on September 6, 2023. Board held the record open to allow the applicant an opportunity to submit written response to issues raised by the Oregon Department of Land Conservation & Development and 1,000 Friends of Oregon.

At the September 6, 2023 hearing, Board voted unanimously to approve the three land use applications. And, Board read by title only, the First reading of the Ordinance. Board directed staff to work with the applicant and provide Final Findings.

At the September 20, 2023 meeting, Board will read the Ordinance (second formal reading) of the attached Ordinance then adopt and sign the Final Findings of Fact.

See attached Ordinance.

See attached Findings of Fact.

2. FISCAL IMPACT:

N/A

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

1. Conduct second reading of the Ordinance.
2. Vote to adopt the Findings of Fact and sign.

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW)
COUNTY COMPREHENSIVE PLAN TO CHANGE THE)
PLAN AND ZONE DESIGNATION OF A 274-ACRE) ORDINANCE NO. ORD-2023-6
PARCEL FROM EXCLUSIVE FARM USE TO)
GENERAL INDUSTRIAL, AND ADOPT A LIMITED)
USE OVERLAY ZONE TO LIMIT USE TO A DATA)
CENTER, AND ADOPT EXCEPTIONS TO STATEWIDE)
PLANNING GOALS 3, 11 & 14 TO ALLOW THE)
ESTABLISHMENT AND OPERATION OF A DATA)
CENTER USE – COUNTY FILE NUMBERS AC-145-23,)
ACM-146-23 AND AZM-147-23)

WHEREAS, ORS 203.035 authorizes Morrow County’s duly elected Board of Commissioners to exercise authority within the County over matters of County concern; and

WHEREAS, Morrow County exercises exclusive land use planning and permitting authority over all unincorporated areas within its boundaries pursuant to ORS Chapters 197 and 215 and the County’s Comprehensive Land Use Plan (acknowledged by the Land Conservation & Development Commission on January 30, 1986) as amended; and

WHEREAS, Rowan Percheron LLC, as applicant and on behalf of the property owner Threemile Canyon Farms, submitted a development application on May 24, 2023 to Morrow County seeking approval for Comprehensive Plan Amendment and Zone Change with corresponding Exception to Statewide Planning Goals 3, 11 and 14 to construct and operate a data center campus on ~274 acres currently zoned Exclusive Farm Use (the “Application”) and more particularly described as Parcel 2 of Partition Plat No. 2023-3, also described as TL 100, Twp 3 North, Range 24 East, Sections 28 & 29 (the “Property”); and

WHEREAS, Morrow County deemed the Application complete on July 7, 2023; and

WHEREAS, after issuing notice required by Article 9 of the Morrow County Zoning Ordinance (MCZO) to the public and notice to the Department of Land Conservation & Development (DLCD) pursuant to ORS 197.610, the Morrow County Planning Commission held an initial public hearing on June 27, 2023, took public testimony on the proposal, kept the record open, and continued the hearing to July 25, 2023; and

WHEREAS, at the July 25, 2023 continued hearing, the Planning Commission accepted additional public testimony on the proposal, deliberated and voted 5:2 to recommend approval to the Board of Commissioners; and

WHEREAS, based upon the entire record compiled through the Planning Commission proceeding, including the Planning Commission’s favorable recommendation, the Morrow County Board of Commissioners convened a duly noticed public hearing on August 16, 2023, at

which time it accepted all manner of public testimony on the proposal, closed public testimony and deliberated.

NOW THEREFORE, based on the foregoing recitals, which are incorporated herein by this reference, the Morrow County Board of Commissioners Ordains as follows:

Section 1. Decision and Conditions. The application by Rowan Percheron LLC is approved as proposed, subject to the satisfactory completion of the following conditions of approval. These conditions are binding upon the applicant:

1. Prior to construction, Applicant shall enter into a Road Use Agreement with the Morrow County Public Works Department to fund \$267,000 to pay for chip seal on the first nine (9) miles of Tower Road.
2. Prior to construction, Applicant shall provide notice to Threemile Canyon Farms, the area farming operator, of its construction traffic schedule and coordinate with Threemile Canyon Farms to minimize any potential impacts to farm traffic during harvest.
3. Applicant shall obtain all local, state and federal permits and approvals for the data center campus construction and operation, including but not limited to:
 - a. Oregon Department of Environmental Quality (DEQ), National Pollutant Discharge Elimination System (NPDES) 1200-C Permit
 - b. DEQ, Onsite Septic Permit
 - c. DEQ, Basic Air Contaminant Discharge Permit (ACDP)
4. The project will require delivery of electricity and water from third-party providers, as described in the application record. Such services shall be delivered substantially as described in the record and the County shall require that all third-party infrastructure serving the project will receive all necessary local, state, and federal permits and approvals.

Section 2. Incorporation of Findings. In support of the decision, the Board of Commissioners adopts as its own and incorporates herein by this reference the Staff Report (Draft Findings of Fact) presented to the Planning Commission, dated June 26, 2023, as amended and supplemented by the applicant.

Section 3. Procedural Issue. In a July 25, 2023 letter, 1000 Friends of Oregon requested that the Planning Commission hearing be continued a second time and that the record be left open until August 22, 2023 to allow further review of, and rebuttal to, the applicant's submissions following the first Planning Commission hearing. The Planning Commission denied the request for two primary reasons. First, the Planning Commission's decision in this matter was merely a recommendation to the Board of Commissioners, who would then hold at least one more public hearing and would accept all manner of public testimony and evidence.

Second, the information submitted by the applicant following the Planning Commission's June 27, 2023 hearing was largely responsive to questions raised by the Planning Commission at its June 27th hearing and merely bolstered the substantive evidence already in the record. In this light, the applicant's post-hearing submissions were largely

argumentative and not particularly evidentiary. Absent these evidentiary pieces, the record already contained a significant amount of evidence in the application materials and documents submitted prior to the June 27th hearing, sufficient to support the applicant's assertions and conclusions about the project.

Finally, the applicant's submissions were submitted July 18, 2023, a full week before the Planning Commission's continuance hearing on July 25, 2023. 1000 Friends offers no cogent or convincing argument as to why one week was not sufficient time to review and rebut these exhibits at or before the continued hearing. For all of these reasons, the Planning Commission denied the request to continue the hearing and keep open the record, and we affirm that decision.

Section 4. The Record. The record in this matter consists of all of the application materials and supplemental exhibits provided by the applicant, all public and agency comments, the County's notices to the public, media outlets and DLCD about the application, public hearings and decisions, staff reports and the applicant's revisions thereto. The record also includes audio recordings of all public hearings before the Planning Commission and the Board of Commissioners and other over-sized exhibits submitted into the record.

Section 5. Effective Date. This Ordinance is a statutory land use decision and shall be effective upon expiration of the 21-day appeal period following the second reading.

ADOPTED and read for the first time by title only September 6, 2023. Read for the second time by title only and finally adopted September 20, 2023.

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

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

Approved as to Form

Justin Nelson
Morrow County Counsel

Morrow County Board of Commissioners
Findings of Fact
Rowan Percheron, LLC
AC-145-23, AC(Z)-146-23¹, AZM-147-23

REQUEST: to amend the Comprehensive Plan to change the Plan and zoning designation of a 274-acre parcel from Exclusive Farm Use (EFU) to General Industrial (MG) and adopt a Limited Use Overlay (LUA) Zone to limit use to a data center. Application also includes an exception to Statewide Planning Goal 3, 11 and 14 to allow for a data center use.

APPLICANT: Rowan Percheron, LLC
1330 Post Oak Boulevard, Suite 1350
Houston, TX 77056

OWNER: Threemile Canyon Farms
75906 Threemile Road
Boardman, OR 97818

PROPERTY DESCRIPTION: Parcel 2 of Partition Plat No. 2023-3; a 274-acre parcel described as a portion of Tax Lot 100 of Assessor's Map 3N 24 (project parcel or parcel)

PROPERTY LOCATION: The project parcel is located on Tower Road approximately 9 miles south of Interstate 84, west and south of the City of Boardman. Parcel is just north of the old Portland General Electric (PGE) Coal Fire Plant.

FINDINGS OF FACT:

I BACKGROUND INFORMATION:

The project parcel is vacant, non-irrigated, undeveloped land. Along the western boundary of the parcel is an existing 230-kV transmission line that runs south approximately 1.6 miles to the existing transmission infrastructure at the PGE Carty natural gas generating plant. To the east of the parcel is the Boardman Conservation Area (BCA) and to the southeast is the existing Carty site. There is a parcel of land zoned General Industrial (MG) approximately 5,000 feet to the south and west and a large parcel to the north and east zoned Space Age Industrial (SAI).

A. Project Description:

Rowan Percheron, LLC (Applicant) is the contract purchaser of the 274-acre parcel. Applicant proposes to develop a data center campus. The project parcel is currently zoned Exclusive Farm Use (EFU). The project parcel is vacant, non-irrigated, and uncultivated. There is no history of

¹ AC(Z)-146-23 was previously noticed as AC(Z)-146-22 initially and has since been corrected on the record. To avoid any confusion AC(Z)-146-23 and -22 are the same request.

active farming, irrigation, or grazing on the project parcel, dating back to the 1950s. The parcel is comprised predominately of nonarable soils and the Applicant and owner consider it to be not suitable for farm use. The property owner has been unsuccessful in putting the land into agricultural cultivation and does not believe grazing is an option. The landowner submitted an affidavit to this effect. Threemile Canyon Farm representatives also testified before the Planning Commission to this effect and provided additional reasoning for why the Project Parcel was not valuable to Threemile Canyon Farm’s operations historically or in the future.

The project parcel is located about 5,000 feet from the PGE Carty generating plant site and adjacent to an existing 230 kV transmission line right of way (ROW). The existing 230-kV transmission line runs about 1.6 miles along the western boundary of the project parcel and Tower Road. The PGE Carty site includes a 450-megawatt (MW), combined-cycle natural gas-fueled electric generating power plant, the Grassland Switchyard, the Carty Substation, a 500-kV transmission line and the Carty Reservoir. In total, the Carty site encompasses an approximately 4,997-acre site boundary.

The project parcel is relatively flat, with topography less than 15 percent slope, and the data center campus will be sited to avoid adverse environmental impacts to water availability, floodplains, wetlands, habitat, and sensitive species. Applicant proposes to limit development to 190 acres of the project parcel (project footprint). The application indicates that development of the data center campus will be phased according to market demand and conditions, with an estimated full build-out of the project footprint over a number of years. Applicant anticipates full build-out to include multiple data warehouse buildings, and all associated accessory components as described below.

The primary and associated components of the proposed data center constitute a “data center” within the meaning of MCZO 1.030 and are anticipated to be limited to the project footprint. The primary and accessory components of the proposed development may include:

- A data center campus including multiple data system warehouse buildings
- Parking areas for employees and interior access roads
- Anticipated onsite septic, stormwater, and wastewater management systems
- Fire protection system, including water storage tank(s)
- Back-up power supply systems
- Onsite substations and electrical interconnection equipment

These are the primary and accessory facility components based on Applicant’s conceptual design and represent the likely facility components of the final design, although the specific number and size of the particular facility components may vary. Applicant maintains, and the County agrees, that such variation does not undermine the analysis to support the requested goal exceptions and zone change to allow a data center within the project footprint.

Applicant has experience with data center development and plans to locate the proposed data center and accessory buildings in a manner that avoids impacts to the wetlands and floodplain within the project parcel. Additionally, the applicant proposes a 250-foot buffer from the adjacent BCA that runs along the eastern edge of the project parcel. In addition, in response to comments from the Oregon Department of Fish and Wildlife (ODFW) ahead of the June 27, 2023 planning commission hearing, Applicant proposes a 100-foot buffer from the surveyed wetlands and other riparian habitat, as on Attachment B the ERM Big Game and Wetland Tech Memo, dated July 18, 2023. In general, data centers have a relatively lower level of impact to the surrounding area than other industrial uses, due to less intensive operational traffic, noise, emissions, and viewshed impacts.

B. Surrounding Land Uses:

The surrounding land use is primarily agriculture however, to the east is the PGE Carty Reservoir and energy facilities and associated electrical infrastructure, as described above.

C. Soil Types:

As provided in Applicant's soil analysis memo, land capability classifications within the project footprint are predominantly 7e (non-irrigated) for Koehler and Quincy, 6e (non-irrigated) for Royal and Taunton, and a very small percentage of 4e (non-irrigated) for Sagehill fine sandy loam. Outside of the project footprint, soils are Class 4e, 6e, and 7e soils. The predominate non-irrigated soil land capability classifications indicate severe limitations (land capability classes 6 and 7) to cultivation for most of the project footprint and moderate limitations (land capability class 4) for the remaining area of the project parcel. There were multiple comments and questions concerning Applicant's soils analysis and in response, Applicant provide the ERM Soils Tech Memo, dated July 18, 2023 and Applicant's soils scientist from ERM testified before the Planning Commission on July 25, 2023, to reiterate the findings from the prior analyses to demonstrate thy the project parcel is not productive and has no value for farm use generally. The Board received similar testimony from Applicant's soil scientist during the August 16, 2023 hearing.

D. Water Supply:

The project will require potable water for employees and industrial water for processing and cooling. Applicant's water demand is currently estimated at 22,050,000 gallons per year. In its application, Applicant estimated that its water usage could range from 20 to 60 million gallons per year and that range was further refined as Applicant worked on its water demand matrix and its average versus peak needs. Applicant will conserve water by cycling the cooling process water an estimated 2-3 times before discharging the water as industrial wastewater to the onsite evaporation pond system. Applicant provided a water demand matrix ahead of the July 25, 2023, Planning Commission hearing showing the estimated total peaks of water usage on an annual basis, the average day demand, and the peak hour demand (Exhibit 65). It also contains Applicant's assumptions for evaporation and blowdown water loss.

Applicant evaluated options for sourcing the needed water, including (1) a water supply agreement for use or transfer of existing water rights from nearby water rights holder(s) and (2)

water supply and an infrastructure agreement with the Port of Morrow to obtain water from the Port's proposed water treatment facility located near the Boardman Airport Industrial Park. After evaluating options, Applicant eliminated option (1) and plans to secure water from the Port of Morrow (POM). The record contains a Memorandum of Understanding (MOU) between Applicant and the Port of Morrow Letter as well as a Letter of Intent (LOI) regarding the water supply and delivery consistent with Applicant's estimated demand of 22,050,000 gallons per year (Exhibits 36 and 51). Applicant will use on-site storage tanks to meet peak water demand.

Applicant also provided evidence into the record before the Planning Commission related to the proposed route within the public right of way along Tower Road (Exhibit 71). Applicant consulted with County Public Works regarding the proposed route. Applicant has accounted as part of its operations plan for the timing of the water delivery system from the Port of Morrow and is coordinating construction accordingly..

The application describes the benefits of working with the Port of Morrow as a water supplier. "First, the Port of Morrow is currently designing additional infrastructure to serve potable industrial uses near the Boardman Airport Industrial Park and extension of these services may serve the project parcel. In addition, this option would help to minimize impacts to the ground and surface water conditions in the immediate vicinity of the project parcel, including to adjacent productive farmlands. Applicant requests the Goal 11 exception as a part of this application because the Applicant seeks a water supply source that involves extension of public services from the Port of Morrow. While the plain language of Goal 11 does not reference extension of water services as triggering an exception, Applicant includes a Goal 11 exception request in its application given the Court of Appeals' ruling in *Foland v. Jackson County*, 239 Or App 60, 64-65 (2010) (finding that the overarching policies of Goal 11 and the history of amendments to the goal supported Land Use Board of Appeal's [LUBA] decision that Goal 11 prohibits the extension of city water services to serve an *urban use* on rural land without a Goal 11 exception). The county agrees with this approach. Applicant does not need a Goal 11 exception for sanitary or wastewater because all sanitary and wastewater will be managed on the project parcel. The POPM will not be receiving wastewater from the Project.

E. Power:

The project parcel is directly adjacent to an existing transmission line ROW that runs south along Tower Road for about 1.6 miles to the Carty site and Grassland Switchyard. The application indicates that the project will receive power from Pacific Power via a new 230-kV transmission line utilizing an existing ROW along Tower Rd, and 34.5kV distribution facilities. The existing transmission line ROW is shown on Applicant's ALTA survey . The data center campus project will also include the installation of onsite back-up power supply systems. Applicant is in discussions with Pacific Power to provide electricity to the project parcel via existing and proposed transmission infrastructure. To date, Pacific Power anticipates using the existing transmission line right away along Tower Road to provide a Point of Interconnection at the project parcel property line along Tower Road. Pacific Power may co-locate an interconnection substation on the project parcel adjacent to Applicant's project substation for the delivery of electrical services. This application addresses any electrical and transmission infrastructure that will be located on the project parcel. However, any electrical and transmission infrastructure not

located on the project parcel is the responsibility of the provider and the provider will be obligated to pursue all necessary approvals to locate and construct the infrastructure that serves the project. Applicant cannot commit Pacific Power to any particular service route at this point in time.

F. Wastewater:

Applicant proposes to manage all stormwater and industrial wastewater onsite with one or more onsite retention or evaporation ponds. The on-site stormwater retention pond design includes an infiltration rate of 2 inches/hour with a 6-foot pond depth and up to 2 feet of freeboard. The cooling wastewater evaporation pond will be separate from the stormwater retention pond. Specific design was not included in the application however the application indicates that the wastewater treatment systems are expected to be designed and engineered for the appropriate quantities of produced industrial waste water. Application indicates that a NPDES 1200-Z permit will not be needed, as there is no anticipated direct discharge or stormwater runoff. However, a copy of Public Notice and Findings were sent to DEQ who has regulatory authority over stormwater. Again, no Goal 11 exception is required for sanitary or wastewater because both will be managed onsite. For onsite black and grey water, the estimated annual volumes for a data center could range from 10,000 to 15,000 gallons per day (GPD) and will be managed with an onsite septic system.

G. Transportation & Access:

Applicant provided a transportation analysis and traffic impact analysis (TIA) as part of the application, which concludes that no roadway improvements are necessary to accommodate post-construction operational traffic. The TIA recommended that development include a new access to Tower Road be constructed and to install a stop sign. In response to comments and questions received from the Planning Commission, Applicant also worked with its consultants to prepare the Tower Road Traffic Volume Forecast, dated July 18, 2023, that addresses anticipated construction traffic and safety along Tower Road. The Forecast proposes mitigation based on commensurate potential impacts, consistent with the prior discussions between Applicant and the Public Works Department. Finally, in response to comments raised during the July 25 Planning Commission hearing, Applicant worked with Kittelson to provide a second forecast to evaluate potential traffic associated with construction, accounting for different classes of vehicles, phasing of construction, and construction of the POM water delivery system within the Tower Road right of way. That new Kittelson technical memo, dated August 7, 2023, was submitted into the record and responds to the traffic and road safety concerns regarding potential adverse impacts from the water delivery system construction (Exhibit 81). See additional discussion under Goal 11 exception request below.

The data center will operate 24-hours per day in shifts. On average, data center will employ at least 35 full-time equivalent employees and many additional third-party vendor employees. The jobs include data center engineering operations (managing the facility), data center operations (managing the servers in the data halls), and security operations staff.

II. MORROW COUNTY ZONING CODE STANDARDS APPLICABLE TO LEGISLATIVE DECISIONS

To approve Applicant's request, the county is required to adopt findings to show that the request meets the necessary criteria which are presented below in **bold** print with proposed findings (responses) in regular print.

MCZO 8.040 provides the applicable approval criteria for a zone change.

MCZO 8.040, CRITERIA. The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Court in reaching their decision.

A. The local conditions have changed and would warrant a change in the zoning of the subject property(ies).

Response: The project parcel has been zoned EFU since the MCCP and MCZPO acknowledgement on January 30, 1986. Applicant provides the following analysis: "The purpose of the EFU Zone is to "preserve, protect and maintain agricultural lands for farm use, consistent with historical, existing and future needs, including economic needs, which pertain to the production of agricultural products." "Agricultural Lands" are defined as land of predominately Class I-VI soils and "other lands suitable for farm use taking into consideration soil fertility, suitability for grazing, climatic conditions, existing and future availability of water for farm irrigation purposes, existing land use patterns, technological and energy inputs required, or accepted farming practices." MCCP, Goal 3 (Agricultural Lands Element): OAR 660-033-0020(1)(a). The project parcel is comprised predominately of nonarable soils, not suitable for farm use. The underlying soils are unproductive, highly erodible, and the property owner has been unsuccessful in putting the land into agricultural cultivation; it is not even productive for grazing. Applicant provided an affidavit declaring the land is not farmable. Applicant's soil scientist from ERM provided written and oral testimony before the Planning Commission that soil productivity at the project parcel was inadequate for farm use. In addition, the underlying and surrounding landowner, Threemile Canyon Farm, testified to the project parcel's lack of farm value. The project parcel has not been historically farmed given site conditions and current conditions make it impractical to use for accepted farm practices. With ever changing environmental conditions, and without irrigation, the land will remain unproductive with likely increased soil erodibility.

The County received testimony challenging Applicant and the landowner's characterization of the land, however, no written evidence was provided to counter Applicant's expert soil report and testimony. The fact that the land is EFU does not mean it is productive, and the County maintains that Applicant adequately showed that conditions warrant a change in zoning because it is questionable whether the land even qualified as "agricultural land" when designated in 1986. Since then, the site specific conditions demonstrate that the land is unproductive, not getting more productive, and therefore, circumstances have changed and Criteria A is met.

B. The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.

Response:

Stormwater or Wastewater Services and Facilities. No public stormwater or wastewater services or facilities are proposed or needed. The County finds that this criterion does not directly apply. Nonetheless, the county finds that Applicant has adequately demonstrated that it will manage all stormwater and industrial wastewater onsite. See Section I.F above for additional details on Applicant's proposed systems and onsite management, which are incorporated here by reference. Therefore, alternatively, the County finds that Criterion B is met for stormwater and wastewater to then extent it applies.

Water Services and Facilities. The development will require potable water for employees and industrial water for processing and cooling. For industrial process water, on average, Applicant's water demand is currently estimated at 22,050,000 gallons per year. In its application, Applicant estimated that its water usage could range from 20 to 60 million gallons per year and that range was further refined as Applicant worked on its water demand matrix and its average versus peak needs. As discussed in Section I.D, Applicant plans to enter into a water supply agreement with the POM to obtain water from a new water infrastructure project located at the Port's Boardman Airport Industrial Park. The POM will delivery water meeting Applicant's quantity and quality requirements to the project parcel for use at the data center campus and the proposed route for water delivery infrastructure is proposed for within the Tower Road right of way to the extent practicable. If additional water is needed during peak usage, Applicant will have stored water onsite. POM anticipates that it will be prepared to begin water delivery service in line with the project's construction timeline. However, depending on construction timeline, Applicant is prepared to truck in potable water to be stored onsite to serve the facility operations until such time as the POM completes construction of the water delivery infrastructure. Applicant anticipates securing this purchased water from the POM. In their August 15, 2023 comment letter, 1000 Friends of Oregon (Friends) raised concerns related to water provision, specifically referencing MCZO 8.040(B). Friends mention that applicant is still negotiating with the POM and that would "involve construction of a new wastewater processing facility and new pipelines requiring additional permitting, and only covers 1/3 of the total of water potentially needed for the project." It appears that this statement does not account for the additional information Applicant provided about water and water demands through the course of the proceeding. With respect to the negotiations, the County finds that Applicant can secure, and the POM can provide, the public water service necessary for the data center; no new wastewater facility or wastewater services is contemplated. Further, the County imposed a condition of approval requiring that all third-party infrastructure, including the POM water delivery system, receive appropriate approvals prior to construction. Finally, the County will not issue the necessary zoning permit or building permits if the project is unable to demonstrate that water will be available as contemplated in the application, whether that be by the completion of construction of the water delivery system or via onsite storage. Accordingly, the County finds that the public water services for the Project are available in both quantity and quality to serve the Project needs and Applicant has taken into account potential impacts to public roadways from the delivery of such water. Criterion B is met for water services and facilities.

Police/Fire/Emergency Response Services and Facilities. The project parcel is within the Boardman Rural Fire Protection District's (RFPD) service area. A copy of the Public Notice was sent to Boardman Rural Fire Protection District. Since submitting the application, Applicant reached out to RFPD to discuss its fire and emergency response plans. A letter from BRFD is in the record. Applicant also reached out to the Morrow County Sheriff's Department. Applicant, in coordination with the Public Works Department, is committed to continuing to coordinate with the Sheriff's Department on traffic management for Project construction. For these reasons, Criterion B is met for emergency response services and facilities.

Transportation Services and Facilities. The TIA in the record concluded that the proposed zone change will not result in significant impacts to the County's transportation system and the existing roads. The TIA calculated traffic impacts during construction and operation. Based on the TIA and the recommended conditions, the County may find that the public transportation system is adequate to support the zone change. In addition to addressing the zone change traffic analysis, Applicant provided supplemental technical memos addressing Project construction and operation. See Section I.G for discussion of traffic and transportation memos in the record. There were public comments and testimony regarding traffic safety along Tower Road, including the multiple and different types of users. In addition, there was testimony about the potential Oregon Department of Transportation Project at the overpass that may have potential impact to routing for the Project's construction trips. This questions were subsequently addressed in Applicant's supplemental traffic reports submitted prior to and following the July 25 Planning Commission hearing. In addition, Applicant also addressed traffic related concerns associated with the construction of the POM water delivery system in the Tower Road right of way in Kittelson's technical memo dated August 7, 2023. The results of these analyses demonstrated that Applicant has implemented measures to minimize impacts and will mitigate impacts to acceptable levels. Applicant will be obligated to continue coordinating with the Public Works Department as the Project moves forward to ensure that potential adverse impacts to the transportation system, particularly Tower Road, are minimized and mitigated to acceptable levels. The County imposes a condition of approval to ensure this ongoing commitment. Accordingly, Criterion B is met for transportation services and facilities.

1. Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:

- a. Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway;***
- b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or,***
- c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes.***

Response: As discussed under Subpart (2) below, this zone change application does not significantly affect a transportation facility, therefore Subpart (2) does not apply to this application.

2. A plan or land use regulation amendment significantly affects a transportation facility if it:

a. Changes the functional classification of an existing or planned transportation facility;

b. Changes standards implementing a functional classification;

c. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or

d. Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98)

Response: The application concludes that the zone change application does not significantly affect a transportation facility, as demonstrated in the TIA. Morrow County Public Works reviewed the TIA and found that the recommendations for an access permit and stop sign are acceptable. However, Public Works also recommends Applicant enter a Road Use Agreement to pay for a chip seal of the northerly nine (9) miles of Tower Road after construction is complete (prior to issuance of an Occupancy Permit). Morrow County has responsibility to maintain the northerly 8 miles of Tower Road, from the intersection of Interstate 84 south to milepost 8. From milepost 8 to the south, Portland General Electric has responsibility for road maintenance, including snow plowing and surface improvements. Under the proposed Road Use Agreement, the County will assume responsible for milepost 8 to milepost 9. Applicant is continuing to coordinate with Portland General Electric regarding road use and maintenance.

C. That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.

Response: Applicant addressed consistency with the MCCP goals and policies in the application and findings of compliance are addressed in Section 5 below. The application is, or can be made through conditions, consistent with the MCCP for the reasons provided in Section 5 and incorporated here. With respect to public need, the County has a recognized need for continued economic development around particular industry sectors to reduce unemployment, offer more living wage employment opportunities, and facilitate growth of County work force. The County adopted amendments to the Economic Element in 2015 to guide land use decisions for the next 20 years and beyond. One important focus of the Economic Element Amendments is large industrial activity sector and industrial diversification of the County's traditional agricultural economic base. The record demonstrates that this public need will be served by the data center project. Applicant performed an alternatives analysis to justify rezoning the project parcel to allow for the data center use. The alternatives analysis concluded that "[t]he proposal serves a public need of providing safe, reliable data storage, benefitting individuals, as well as public and private entities." The alternatives analysis also concludes that "another site is not reasonably available." Applicant applied 8 siting criteria when evaluating potential sites: (1) access to

electrical infrastructure and power supply; (2) water supply and discharge capability; (3) suitable land characteristics; (4) ability to avoid environmentally sensitive resources and protected areas; (5) road access; (6) fiber network connectivity; (7) land use and zoning; and (8) financial feasibility. The alternatives analysis methodology is detailed in the alternatives analysis and the considered sites are presented in Table 1 of Application Appendix C. In performing the alternatives analysis, Applicant started with an overarching assessment of land in Umatilla and Morrow counties, looking at potential sites in UBGs, then sites zoned for data center use, and then non-resource lands. The assessment resulted in 6 sites for further analysis, and finally, the selection of the project parcel. The project parcel satisfies, on balance, all siting criteria except being properly zoned for data center use (siting criterion 7).

In response to comments from the Planning Commission and Oregon Department of Land Conservation and Development (DLCD), Applicant undertook a more detailed alternatives analysis that expanded upon Applicant's broad review of similar types of areas (Exhibit 82). Applicant performed a site specific comparison following receipt of DLCD's August 15, 2023 comment letter identifying with varying levels of specificity 9 potential alternative locations for the Project (Exhibit 86). A full description of Applicant's alternatives analysis methodology and results are discussed fully in Exhibit 86. The County finds that Applicant has demonstrated why other areas within Morrow County could not reasonably accommodate the Project at the time of Applicant's site selection process based on Applicant's complete Alternatives Analysis (Attachment 1).

Further, there is no evidence in the record that owners in the area are facing a burden by the proposed zone change. In fact, the adjacent landowner supports Applicant's requested zone change and no others in the vicinity have raised concerns. Applicant addressed the project's compatibility with adjacent land uses and the record demonstrates that the surrounding landowner does not have concerns with compatibility (*see* oral testimony before the Planning Commission, June 27, 2023 and the Board of County Commissioners, August 16, 2023). Further, the project plans to use water provided by the Port of Morrow, not from an onsite groundwater well or water transfer agreement, a change which addressed staff's concerns raised earlier in the Staff Report.

For these reasons, the County finds that the evidence in the record, supported by the County's own comprehensive plan goals and policies, support a finding of need for the rural economic development offered by the Project and the need will be best served by approving the requested zone change. There was no testimony on the record raising concerns under MCZO 8.040(C). Criterion C is met.

D. The request addresses issues concerned with public health and welfare, if any.

Response: Applicant demonstrates in the EESE Analysis (see Section III below) that the proposal will not result in significant environmental, economic, social or energy consequences, which the County views as capturing public health and welfare considerations. No specific health or welfare concerns were directly raised in public testimony. Some testimony touched on impacts to wetlands, big game, water supply, and traffic having potential environmental or welfare consequences although Applicant provided responsive evidence to each of these points that the demonstrate that public health and welfare has been appropriately accounted for.

Applicant does not anticipate the proposed construction and operation of the data center would result in public health or welfare concerns and nothing in the record to date raises any such concerns. The County is proposing a condition of approval to ensure that Applicant will obtain all required environmental permits. Accordingly, Criterion D is met.

III. GOALS 3, 11, AND 14 EXCEPTION REQUESTS

Applicant proposes to develop an urban-scale industrial use on rural agricultural land that requires public services for water supply. In such circumstances, when urban-scale development and public services or facilities are proposed to be located on rural agricultural land, an applicant must demonstrate compliance with the applicable standards for goal exceptions in both OAR 660-004 and OAR 660-014.

A. Goal Exception Process, OAR 660-004-0010

(1) The exceptions process is not applicable to Statewide Goal 1 "Citizen Involvement" and Goal 2 "Land Use Planning." The exceptions process is generally applicable to all or part of those statewide goals that prescribe or restrict certain uses of resource land, restrict urban uses on rural land, or limit the provision of certain public facilities and services. These statewide goals include but are not limited to:

(a) Goal 3 "Agricultural Lands"; however, an exception to Goal 3 "Agricultural Lands" is not required for any of the farm or nonfarm uses allowed in an exclusive farm use (EFU) zone under ORS chapter 215 and OAR chapter 660, division 33, "Agricultural Lands", except as provided under OAR 660-004-0022 regarding a use authorized by a statewide planning goal that cannot comply with the approval standards for that type of use;

** * **

(c) Goal 11 "Public Facilities and Services" as provided in OAR 660-011-0060(9)

(d) Goal 14 "Urbanization" as provided for in the applicable paragraph (l)(c)(A), (B), (C) or (D) of this rule:

** * **

(D) For an exception to Goal 14 to allow urban development on rural lands, a local government must follow the applicable requirements of OAR 660-014-0030 or 660-014-0040, in conjunction with applicable requirements of this division;

Response: Application includes goal exceptions under OAR 660-004-0010(1)(a) Agricultural Lands, (c) Public Facilities, and (d)(D) Urbanization. The findings below support the County's conclusion that the goal exception requests can meet the applicable requirements of OAR 660-004-0020, 660-004-0022, 660-011-0060(9), and 660-014-0040.

B. Planning for the Goal Exception Area, OAR 660-004-0018

(4) "Reasons" Exceptions:

(a) When a local government takes an exception under the "Reasons" section of ORS 197.732(1)(c) and OAR 660-004-0020 through 660-004-0022, OAR 660-014-0040, or OAR 660-014-0090, plan and zone designations must limit the uses, density, public facilities and services, and activities to only those that are justified in the exception.

Response: Applicant seeks reason exceptions to Goals 3, 11, and 14 to allow for urban-scale industrial use and provision of public water service on land designated and zoned agricultural. The County notes that while OAR 660-011-065 does not explicitly require an exception to be taken to extend water service to rural land, case law suggests that such an exception is in fact required and therefore Applicant has requested, and the County has required, Applicant demonstrates reasons for a Goal 11 exception. *See Foland v. Jackson County*, 239 Or App 60, 64-65 (2010) (finding that the overarching policies of Goal 11 and the history of amendments to the goal supported LUBA's decision that Goal 11 prohibits the extension of city water services to serve an *urban use* on rural land without a Goal 11 exception). To ensure that the County meets OAR 660-004-0018(4), the applicant requested that the County impose a Limited Use (LU) overlay zone on the project parcel to limit the industrial uses allowed in the M-G Zone to only a data center under MCZO 3.070(16). The proposed development falls within the definition of "data center" under MCZO 1.030, as discussed above in Section 1, Background Information.

C. Goal Exception Requirements, OAR 660-004-0020

(1) If a jurisdiction determines there are reasons consistent with OAR 660-004-0022 to use resource lands for uses not allowed by the applicable Goal or to allow public facilities or services not allowed by the applicable Goal, the justification shall be set forth in the comprehensive plan as an exception. As provided in OAR 660-004-0000(1), rules in other divisions may also apply.

Response: This requirement can be met by amending the MCCP to document the exceptions and ensure compliance with OAR 660-004-0020(1).²

(2) The four standards in Goal 2 Part II(c) required to be addressed when taking an exception to a goal are described in subsections (a) through (d) of this section, including general requirements applicable to each of the factors:

Response: Goal 2, Part II(c) imposes four standards for evaluating the requested goal exceptions. The findings supporting compliance with each are presented below.

1. Reasons Justify the Requested Exceptions:

(2)(a) "Reasons justify why the state policy embodied in the applicable goals should not apply." The exception shall set forth the facts and assumptions used as the

² Applicant notes that OAR 660-014-0040(4) mirrors OAR 660-004-0020(1), requiring that exceptions be captured in the MCCP.

basis for determining that a state policy embodied in a goal should not apply to specific properties or situations, including the amount of land for the use being planned and why the use requires a location on resource land;

Response: OAR 660-004-0020(2)(a) provides the first of four standards for goal exception requests. It requires an applicant to (1) demonstrate reasons justifying why the applicable goal policies should not apply, (2) describe the amount of land for the use, and (3) explain why the use requires a location on resource land.

With respect to “*reasons,*” justifying why the applicable policies of Goals 3, 11, and 14 should not apply to the project parcel, the affected Goal 3 Policy would not apply as the policy preserves agricultural lands for farm use, the affected Goal 11 Policy would not apply as the policy prohibits extension of public services to serve industrial uses on rural lands, and the affected Goal 14 Policy would not apply as the policy prohibits urban-scale uses on rural land.

OAR 660-004-0020(2)(a) does not prescribe the “*reasons*” that may be used to justify an exception. OAR 660-004-0022, 660-011-0060(9), and 660-014-0040 provide reasons for justifying the requested goals exceptions, although these rules do not provide an exclusive list of reasons. The language is clear that the list of reasons to justify an exception “include but are not limited to” those in rule. *See 1000 Friends of Oregon v. Jackson County*, 292 Or App 173, 183-184 (2018) (citing *State v. Kurtz*, 350 Or 65, 75 (2011) to find that, within the context of OAR 660-004-0022, 660-011-0060, and 660-014-0040, “statutory terms such as ‘including’ and ‘including but not limited to,’ when they precede a list of statutory examples, convey an intent that an accompanying list of examples be read in a nonexclusive sense”). Applicant demonstrated for reasons detailed below why the requested exceptions justify not applying the state policies embodied in Goals 3, 11, and 14 to the project parcel.

With respect to the “*amount of land for the use being planned,*” Applicant is requesting up to a 274-acre exception area for the project parcel. However, the actual footprint of the development will be smaller than 274-acres at 190 acres. Applicant plans to microsite the data center project within the project parcel and limit the impacts to the project footprint in order to avoid impacts to drainages and wetlands. This 190-acre footprint will accommodate the warehouses needed to store the required equipment to service the size of customer Applicant anticipates would require based on the size and scale of other data center campuses within Morrow County.

With respect to “*why the use requires a location on resource land,*” Applicant states that the location on agricultural land, adjacent to large tracts of agricultural land, “allows for the opportunity to manage process water onsite, alleviating the need for the extension of public sanitary services or facilities.” In addition, rural resource land proposed for the project parcel is adjacent to critical infrastructure (existing and planned transmission infrastructure with capacity), a siting factor that was severely constrained for other sites considered as a part of the alternatives analysis. The alternatives analysis identifies the siting criteria, the alternatives analysis methodology, and the geographic areas the Applicant evaluated before selecting the project parcel. Based on the above, and the findings addressing OAR 660-004-0020(2)(b) and OAR 660-014-0040(3)(a), the County concludes Applicant has adequately explained why the project would be located on this particular piece of resource land.

The following sections provide three reasons that the County accepts as justifying the requested goal exceptions. Together with the above, Applicant satisfies OAR 660-004-0020(2)(a).

a. Reason 1: Rural Industrial Development (OAR 660-004-0022(3)(c))

(3) Rural Industrial Development: For the siting of industrial development on resource land outside an urban growth boundary, appropriate reasons and facts may include, but are not limited to, the following:

(a) The use is significantly dependent upon a unique resource located on agricultural or forest land. Examples of such resources and resource sites include geothermal wells, mineral or aggregate deposits, water reservoirs, natural features, or river or ocean ports;

(b) The use cannot be located inside an urban growth boundary due to impacts that are hazardous or incompatible in densely populated areas; or

(c) The use would have a significant comparative advantage due to its location (e.g., near existing industrial activity, an energy facility, or products available from other rural activities), which would benefit the county economy and cause only minimal loss of productive resource lands. Reasons for such a decision should include a discussion of the lost resource productivity and values in relation to the county's gain from the industrial use, and the specific transportation and resource advantages that support the decision.

The proposed development is industrial-scale in nature and would be located on resource land outside of an Urban Growth Boundary (UGB). According to the Applicant, and the County agrees, the data center campus has significant comparative advantages located on the project parcel based on the following:

- Proximity to Transmission and Capacity. The project parcel is directly adjacent to an existing transmission line ROW that runs south along Tower Road for about 1.6 miles to the Carty site and Grassland Switchyard. Applicant understands the Carty site to be in close proximity to existing and planned Pacific Power transmission infrastructure and capacity. The existing and planned critical electrical infrastructure and transmission located at the Carty site gives the project a significant comparative advantage by reducing the length of new transmission lines and takes advantage of existing right of way to serve the Point of Interconnection. The project plans to receive power from Pacific Power, who anticipates providing service via a new 230-kV transmission line utilizing existing ROW along Tower Rd and capacity in the area.
- Proximity to Industrial Activity and Energy Facility. The project parcel is almost adjacent to the existing Carty site that is zoned for industrial use and historically operated as a power generation facility with supporting transmission infrastructure. The project parcel is effectively co-locating next to an existing industrial operation and its associated power infrastructure. This location, with proximity to existing industrial operations avoids and minimizes impacts to surrounding lands and offers

the project a significant comparative advantage because it is readily compatible with adjacent uses.

- Availability of Suitable Land for Onsite Stormwater and Wastewater Management. The project parcel is of sufficient size, topography, and soil composition to accommodate onsite stormwater and wastewater management, thereby minimizing the need for offsite land application or extension of public sanitary services.

In selecting the site, Applicant performed an alternatives analysis that evaluated potential sites against 8 siting criteria. Applicant's complete Alternatives Analysis (as discussed in section (2) below and included as Attachment 1) discussed the unavailability of services at other locations (e.g., fiber, power). Overall, the County finds that the project parcel is locationally dependent on the availability of existing and planned transmission infrastructure, and it has a significant comparative advantage over other sites because it is vacant, has no productive agricultural value, and is suitable for onsite stormwater and wastewater management. The alternatives analysis (Application Appendix D) supports a conclusion that the project parcel satisfies all of Applicant's siting criteria except Siting Criteria 7, Land Use and Zoning and no other site evaluated has the same comparative advantage as the project parcel. For these reasons, the County finds that Applicant has sufficiently justified a "reason" for the requested Goal 3, 11, and 14 exceptions and the exceptions are warranted under OAR 660-004-0022(3)(c).

b. Reason 2: Other Reasons (OAR 660-004-0022(1)): Minimal Impact to Productive Agriculture

Applicant maintains that the project and removal of the project parcel from Goal 3, 11, and 14 protections will have no impact to productive agriculture because the parcel is comprised predominately of Class 7, a nonarable soil, has not been irrigated, and has no history of any agricultural productivity. The parcel has not been grazed or farmed due to poor soil conditions and topography. The soil analysis memo and the landowner affidavit included with the application package support these conclusions. There were multiple comments and questions concerning Applicant's soils analysis and in response, Applicant provided the ERM Soils Tech Memo, dated July 18, 2023 and Applicant's soils scientist from ERM testified before the Planning Commission on July 25, 2023, and the Board of County Commissioners on August 16, 2023, to reiterate the findings from the prior analyses to demonstrate thy the project parcel is not productive and has no value for farm use generally. Threemile Canyon Farm representatives also testified before the Planning Commission to this effect and provided additional reasoning for why the Project Parcel was not valuable to Threemile Canyon Farm's operations historically or in the future.

DLDC and others raised concerns that the project parcel was zoned EFU and therefore removing it from Goal 3 protection could have agricultural impacts, but based on the County's review of the testimony, none of it demonstrated with any degree of specificity how the requested goal exceptions would have an impact on productive agriculture in such a way that would undermine Applicant's presented evidence. On this basis, the County agrees with Applicant that removing the project parcel from the agricultural land supply will not diminish any potential agricultural economic benefit because historically, no benefits have been derived from the project parcel. Further, as discussed more fully under OAR 660-004-0020(2)(d) and

incorporated here, the proposed use of the project parcel can be compatible with the surrounding ongoing agricultural operations.

The County agrees with Applicant that the request results in minimal impacts to agricultural land that is a sufficient justification to warrant the requested goal exceptions. Removing up to 274 acres of nonproductive agricultural land from the agricultural land supply will have minimal impact to the County's agricultural economy, particularly given that about 80 acres of the property are sloped, comprised of wetlands or drainages (the area outside of the project footprint). Applicant requests, and the County agrees, that the reason provided under OAR 660-004-0022(1) not only justifies a reason for the Goal 3 exception, the reason also supports the requested Goal 14 exception to allow urban scale use of rural resource land. Applicant correctly points out that "reasons for a Goal 14 exception are not limited to only those set forth in OAR 660-014-0040(2). OAR 660-014-0040(2) specifically provides that "[r]easons that can justify why the policies in Goals 3, 4, 11, and 14 should not apply *can include, but are not limited to* * * *." Further, Applicant concludes that "a reason that supports a Goal 3 exception may also support a Goal 14 exception." Staff concurs that reasons that support the Goal 3 exception may in part support a Goal 14 exception notwithstanding the application complies with other Goal 14 exception requirements.

c. Reason 3: Other Reasons (OAR 660-004-0022(1)): Comparative Economic Benefit

Applicant claims the parcel "is unused because it has no economic value for agricultural operations." Goal 3 does not require that resource land be highly productive. In fact, Goal 3 protects lands that have moderate to low economic value. The reality that the Goal 3 exception would likely bring higher revenues than a marginally productive farm use is not by itself, sufficient to justify compliance with this reasons standard. There must be greater comparative economic benefit for the community to warrant an exception. Applicant did submit a third-party analysis with the application package of the economic impacts of data center projects in the area and of local market wages and employment characteristics. A summary of the economic impact analysis is below:

- On average, data center projects in the greater Oregon region have brought between \$500 million to \$800 million in initial investment to the Oregon economy, with subsequent expansions bringing total investment figures to over \$1.8 billion to \$2 billion. This project is assumed to bring investment figures commensurate with these projects.
- Over the course of data center expansions, similar projects of similar anticipated size have grown to support construction employment in the thousands, and over 200 full-time permanent positions.
- During operation, the Project may offer a minimum of 35 full-time jobs with direct employment opportunities with estimated average wages of \$75,000 per employee, well above the median annual earnings of Morrow County residents with full employment (\$44,500).

The record has letters of support from the likes of City of Heppner, City of Boardman, the Greater Eastern Oregon Development Corporation, Blue Mountain Community College, Senator

Hansell, Threemile Canyon Farms, and Boardman Chamber of Commerce, all of whom support the economic contribution of data center development for the region.

Applicant correctly points out that the data center development “furthers the goals and policies MCCP Goal 9, Economic Element. The Economic Element provides the foundation for the economic situation in Morrow County. The County adopted amendments to the Economic Element in 2015 to guide land use decisions for the next 20 years and beyond. One important focus of the Economic Element Amendments is large industrial activity sector and industrial diversification of the County’s traditional agricultural economic base. Applicant’s proposal directly contributes to industrial diversification and adds to the large industry activity sector, helping further the County’s Economic Element Goals and Policies, specifically Goals 2-4.

Goal 2: To expand job opportunities and reduce unemployment, reduce out-migration of youth and accommodate the growth of the County work force.

Policy 2A: To maximize utilization of local work force as job opportunities increase.

*Policy 2B: To increase the income levels of County residents by * * * encouraging the location of industries in the County which will hire local residents.*

Response: The project supports MCCP Economic Element, Goal 2 and Policy 2A and Policy 2B by providing increased job opportunities during construction and operation. The application claims the new data center jobs will increase “wages well above the median annual earnings of County residents.” Applicant provided an economic impact analysis (Application Appendix G) that supports Applicant’s economic impact findings. The analysis relied on IMPLAN (IMPact for PLANning) economic multiplier model. See Application Appendix G, p 5. Although, Applicant did not submit a separate demographic and labor study, the economic impact analysis provides data that shows the jobs will exceed the average wage in Morrow County. During construction, Applicant estimates there will be 200 FTE at a wage “well above median earnings of a county resident, and for operation, a minimum of 35 FTE at about \$75,000 per FTE is anticipated (well above the \$44,500 median annual earnings of a full-time employed County resident).“ This finding supports MCCP Policy 2B.

Goal 3: To diversify local businesses, industries and commercial activities and to promote the economic growth and stability of the County.

Policy 3A: To encourage local producers to new markets for local products and to seek out new products that are in demand in the market place and that can be produced locally.

Response: The project promotes continued growth in the cloud storage and energy sectors in the County, as well as the construction and technology industries, including supporting service providers. Application appears to support MCCP Goal 3 above. The project does not directly further Policy 3A, however, the economic benefits from the project are anticipated to indirectly benefit local producers and likely encourage continued growth of the local market.

Goal 4: To encourage the development of compatible land uses throughout the County and to protect areas suitable for industrial development from encroachment of incompatible land uses.

Policy 4A: To limit uses on or near sites zoned for specific industrial and commercial uses to those which are compatible with industrial and commercial development.

Response: The project parcel is located next to the Carty site and existing and planned transmission infrastructure, which gives the project a significant comparative advantage to other considered sites. This co-locating of industrial uses minimizes the need for transmission line extensions or new high voltage transmission lines across agricultural land. Given this and the proximity to infrastructure, the project supports MCCP Goal 4 and Policy 4A.

2. No Alternative Site Can Reasonably Accommodate the Project:

OAR 660-004-0020(2)(b) and OAR 660-014-0040(3)(a) require applicant to demonstrate that other areas, not requiring an exception, cannot reasonably accommodate the use and that the use cannot be accommodated through an expansive of UGB or intensification of development in an existing rural community. This standard can be met by a “broad review of similar types of areas rather than a review of specific alternative sites. [...] Site specific comparisons are not required [...] unless another party to the local proceeding describes specific sites that can more reasonably accommodate the proposed use.” OAR 660-004-0020(2)(b)(C). This requires evaluation of alternative sites within existing exception areas, irrevocably committed resource lands, and urban growth boundaries. *Columbia Riverkeeper v. Columbia County*, 70 Or LUBA 171, 178-179 (2014). Additionally, the alternatives analysis for Goal 14 exception provides that “Goal 2, Part II(c)(1) and (c)(2) are met by showing that the proposed urban development cannot be reasonably accommodated in or through expansion of existing urban growth boundaries or by intensification of development in existing rural communities.” OAR 660-014-0040(3)(a). Applicant provided proposed findings under OAR 660-004-0020(2)(b) to demonstrate that Applicant also satisfies OAR 660-014-0030(3)(a), as the rule language and requirements almost mirror each other. The County agrees with this approach. To the extent the rule language varies, additional findings for the Goal 14 exception are presented in Section III.D below.

OAR 660-004-0020(2)(b) “Areas that do not require a new exception cannot reasonably accommodate the use”. The exception must meet the following requirements:

(A) The exception shall indicate on a map or otherwise describe the location of possible alternative areas considered for the use that do not require a new exception. The area for which the exception is taken shall be identified;

Response: Applicant submitted maps showing the location of areas considered in the alternatives analysis, including areas that do not require a new exception. See Exhibit 4, Appendix D, Figures 6a, 6b, and 6c. See also Exhibit 82, Figures 1a, 1b, 2b, 2c. Applicant also provided a map showing the site of the requested exception area. See Exhibit 4, Appendix D, Figure 6f. This requirement is met.

(B) To show why the particular site is justified, it is necessary to discuss why other areas that do not require a new exception cannot reasonably accommodate the proposed use. Economic factors may be considered along with other relevant factors in determining that the use cannot reasonably be accommodated in other areas. Under this test the following questions shall be addressed:

(i) Can the proposed use be reasonably accommodated on nonresource land that would not require an exception, including increasing the density of uses on nonresource land? If not, why not?

(ii) Can the proposed use be reasonably accommodated on resource land that is already irrevocably committed to nonresource uses not allowed by the applicable Goal, including resource land in existing unincorporated communities, or by increasing the density of uses on committed lands? If not, why not?

(iii) Can the proposed use be reasonably accommodated inside an urban growth boundary? If not, why not?

(iv) Can the proposed use be reasonably accommodated without the provision of a proposed public facility or service? If not, why not?

(C) The “alternative areas” standard in paragraph B may be met by a broad review of similar types of areas rather than a review of specific alternative sites. Initially, a local government adopting an exception need assess only whether those similar types of areas in the vicinity could not reasonably accommodate the proposed use. Site specific comparisons are not required of a local government taking an exception unless another party to the local proceeding describes specific sites that can more reasonably accommodate the proposed use. A detailed evaluation of specific alternative sites is thus not required unless such sites are specifically described, with facts to support the assertion that the sites are more reasonable, by another party during the local exceptions proceeding.

Response: This proceeding largely focused on Applicant’s Alternatives Analysis and whether other reasonable alternatives existed that were already zoned industrial or located within a UGB. Applicant initially submitted the original Alternatives Analysis in the application package and subsequently prepared supplements in response to testimony and questions received during the proceeding. The County looks to Exhibits 6, 48, 59, 60, 82, and 86 for Applicant’s complete Alternatives Analysis. Applicant’s complete Alternatives Analysis is included as Attachment 1 to these Findings and supports these Findings and to the extent where these Findings may be less detailed, the County relies on the additional findings in Attachment 1. The County evaluated the evidence compiled, considered the Planning Commission discussion concerning alternatives, and factored public comments received into the record. In doing so, the County’s decided that Applicant’s request complies with OAR 660-033-0020(2)(b)(B) and (C). The County explains its decision below.

With respect to subpart -0020(2)(b)(C), during the proceeding, general areas and certain locations were identified as potential alternative locations for the project. Applicant’s original

Alternatives Analysis more generally described the site selection process, although it did identify five alternative sites with specificity. Following comments from the Planning Commission, Friends, and DLCDC from the June 27 hearing, Applicant provided specific information in response to identified locations to their best ability given that not all sites were identified with particular specificity (e.g., not by parcel or address but rather by general vicinity or within a designated industrial area). DLCDC then submitted on August 15, 2023, a comment letter with nine geographic areas or sites identified as potential alternatives. At the August 16 hearing before the Board, Applicant requested additional time to provide a written response to DLCDC's identified sites. Some of the locations DLCDC identified were already included in Applicant's earlier analyses but Applicant provided additional review and analyses to supplement what was already provided in the record. Accordingly, the County finds that Applicant's information provided into the record contains the site specific comparisons necessary to satisfy OAR 660-004-0020(C) and responds to identified sites that DLCDC asserted could "more reasonably" accommodate the project. The complete Alternatives Analysis includes a site specific comparison as required by Goal 2. It also demonstrate why no alternative site could reasonably accommodate the project.

a. Applicant's Methodology

Applicant identified 8 siting criteria for selecting a data center project location and noted that no single criteria was determinative. Applicant applied these 8 siting criteria when evaluating sites within Umatilla and Morrow Counties between 2020 and early 2021. The process involved many months of interactions and inquiries with local utilities, elected officials, county and city managers, landowners, and other stakeholders to assess viability of potential sites against the siting criteria. The County finds that the 8 siting criteria are reasonable screening factors for determining whether a site could accommodate the proposed project. They are all factors that go to whether an appropriately sized facility could be constructed in a reasonable amount of time in a manner that could serve a customer's needs. No specific customer has been identified for the project although Applicant is developing the project for a large-scale data center customer that needs a mission-critical facility to support the customer's robust and scalable workloads for data processing and storage requirements (*see* Applicant's August 16 testimony before the Board).

With respect to geographic extent of Applicant's alternatives, Applicant evaluated alternatives using the following hierarchy:

- Applicant first evaluated the possibility of siting the data center campus on non-resource lands within the Urban Growth Boundaries (UGBs) of Umatilla and Morrow Counties.
- Applicant then evaluated the possibility of siting the project outside the UBG, but within zones where a data center may be allowed in both Umatilla and Morrow counties.
- Applicant then evaluated the possibility of siting the project outside the UBG and within an industrial zone that may require a zone change to allow the proposed data center campus.

- Finally, Applicant looked to resource land that would require a goal exception and rezone.

When evaluating potential sites under the above geographic hierarchy, Applicant applied its identified 8 siting criteria to determine whether a site was “reasonable” as an alternative. To be “reasonable” the site had to, on balance, satisfy the siting criteria. The criteria reflect factors, including economic, for determining that the proposed data center campus cannot be reasonably accommodated on a site, and include (1) access to electrical infrastructure and power supply; (2) water supply and discharge capability; (3) suitable land characteristics; (4) ability to avoid environmentally sensitive resources and protected areas; (5) road access; (6) fiber network connectivity; (7) land use and zoning; and (8) financial feasibility. Applicant further defined the key considerations that went into applying each siting criterion:

1. Access to Electrical Infrastructure and Power Availability. The proposed data center requires considerable electrical power and power reliability. Key siting considerations related to power delivery include:
 - a. Proximity to existing infrastructure to minimize impacts and reduce project costs. Only lands directly adjacent or with clear access (e.g., via a transmission easement) to an existing electrical infrastructure (e.g., substation or high-voltage transmission line) were assessed as reasonable alternatives.
 - b. A viable site required electrical infrastructure (i.e., transmission lines and a substation) with available load capacity of at least 200 megawatts (MW).
 - c. Power needed to be available and delivered at high voltages (138 kilovolt [kV] or higher) due to the power use of the proposed data center and electrical pricing.
 - d. Power needed to be available and delivered to a site within 24–36 months of the initial load interconnection application.
 - e. System upgrades to provide the requested power load needed to be economically feasible for the Project.

This criterion was chosen because the lack of adequate power or transmission capacity in close proximity to a site may result in the need for prohibitively expensive improvements that would take too long a lead time to develop and construct to serve a single property.

2. Water Supply and Discharge. The proposed data center requires water supply and sufficient land to manage industrial wastewater onsite or have access to a municipal sanitary system. Applicant considered sites that could be served by private infrastructure, as well as municipal infrastructure. Key siting considerations related to water supply and discharge include:
 - a. Either location within the service territory of a municipal utility with sufficient capacity to service the needs of the Project or the potential for financially feasible upgrades to service the Project.
 - b. Alternatively, feasibility for private onsite wells and wastewater treatment facilities to be permitted and constructed.

This criterion was used to help choosing a site with minimum impact on water resources and infrastructure of the region.

3. Land Characteristics. The proposed data center requires a particular parcel size and topography. Key siting considerations related to land include:
 - a. A site with a minimum of 200 contiguous acres (about 0.5 to 1.0 acre per MW is required in order to accommodate the proposed Project's infrastructure).
 - b. A vacant undeveloped site.
 - c. Sites could include more than one parcel as long as contiguous.
 - d. Topography needed to be less than 15 percent slope to minimize grading.

This criterion was used to help choosing a site that could reasonably accommodate the proposed use while minimizing the impact on existing uses and create a reasonable footprint for the proposed use.

4. Environmentally Sensitive Resources and Protected Areas. Applicant seeks to avoid sensitive biological, water, and cultural resources, as well as areas that are potentially contaminated or under legal protection or conservation. Key siting considerations related to environmentally sensitive resources and protected areas include:
 - a. A site must have approximately 200 acres that are unconstrained by sensitive resources. Avoiding sensitive reasons minimizes adverse environmental impacts and streamlines permitting.
 - b. A site must be permissible within 1 year or less to meet the Applicant's commercial operation date.
 - c. Contaminated sites with potential remediation liabilities may be viable in some circumstances, but are generally less desirable for Project siting.

This criterion was used to pick a site for the proposed use that would be respectful of the environment and natural and cultural resources and minimize any impact on those resources.

5. Road Access. Applicant requires that a site be located within 100 feet or less of public right-of-way access to allow for direct or near direct access to the site and avoid construction of new access roads. This criterion was use to minimize impact on neighboring communities.
6. Fiber Network Connectivity. The proposed data center requires reasonable access to multiple long-haul fiber lines with available capacity to service the data center's communication needs. Key siting considerations for fiber network connectivity include:
 - a. Fiber network with an available capacity must be available regionally.
 - b. Fiber network connectivity to the site must be feasible via easements.
 - c. Fiber network providers must be willing and able to meet the Project's needs within 12 months of the service request.

This criterion was used to choose a site that would not require substantial construction and disturbance of land around the project area.

7. Land Use and Zoning. Applicant requires that the proposed data center be located on land zoned for data center use, as a permitted or conditional use or that there be a viable pathway for rezoning a site. This criterion was used to focus as an initial step on zones allowing the proposed use, while acknowledging that sites requiring a conditional use permit or rezoning may be a better fit due to the consideration of other criteria.
8. Financial Feasibility. While not determinative, Applicant requires that costs for land, energy, water, fiber easements, grading, and environmental mitigation be aligned with the financial feasibility goals for the Project.

Applicant applied these 8 siting criteria consistently as it evaluated the alternative geographic locations that were raised during the proceeding. It also provided additional evidence to support the conclusions like communication with the Port of Morrow regarding the lack of land availability (Exhibit 86, Appendix A), communication the City of Hermiston regarding the inability to accommodate a UGB expansion or site within the UGB (Exhibit 86, Appendix C), and Threemile Canyon Farm, the agricultural operator of the majority of the SAI zoned land within the POM Boardman Airport Industrial Park (*see* oral testimony from Planning Commission hearings). Applicant also provided information on the power demands for the region to support Siting Criterion 1 as it related to alternative sites DCLD identified. The County finds that is unreasonable to assert that an applicant should have to wait for multiple years to see if power could be available at a particular site or if a property owner may seek to sell at a later date. The alternatives analysis required under Goal 2 is a set in time analysis to evaluate the proposed site against other potentially alternative sites available at the time. A project development timeline and factors like Applicant's siting criteria, including the timeliness of power and water delivery, must be considered in applying the alternatives analysis requirements as those factors all go to determine whether a site could "reasonably accommodate" the proposal.

b. Alternatives Evaluated

Applicant evaluated the geographic areas described above against the siting criteria and narrowed the alternatives to 5 alternatives and the proposed project parcel. Table 1 in Exhibit 6 summarizes the results of the original Alternatives Analysis and is incorporated herein. During the Planning Commission hearings, there were questions and testimony concerning the availability of sites, particularly related to the Army Depot, lands zoned industrial located within the Boardman Airport Industrial Park, and land within UGBs. In response, Applicant prepared a supplemental alternatives analysis (Exhibit 59) and draft findings (Exhibit 79) to address these questions.

Table 1 provides an overview of Applicant's Overarching Assessment while additional site by site discussion follows. A general theme in Applicant's review of potential sites was the lack of access to electric infrastructure and transmission capacity (Criteria 1). Morrow County hosts several data center sites and there is significant capacity constraints within the region.

Table 1: Alternatives Analysis Discussion- Overarching Assessment

Alternatives Sites Considered	Distance from Selected Site (miles)	Jurisdiction	Zoning	Within or Distance to UGB	Conclusion*
Overarching Assessment: Umatilla County UGBs	25-30	Umatilla County	Various	Within	Criteria 1, 3, and 6 not met
<p>Discussion: Applicant evaluated the sites included in the Umatilla County UGBs and found in its Overarching Assessment that the available sites failed to provide adequate power (Siting Criterion 1), vacant or suitable land condition (Siting Criterion 3), and fiber network availability (Siting Criterion 6). Hermiston and Hinkle UGBs are already saturated with developments within and in surrounding potentially compatible surrounding parcels (Siting Criterion 3). The Stanfield UGB area lacks critical electrical capacity necessary to serve the Project (Siting Criterion 1). The Pendleton UGB, although less saturated is located too far away to be commercially viable fiber network (Siting Criterion 6).</p>					
Overarching Assessment: Umatilla County RLIZ, LRLIZ, HI Zones	25	Umatilla County	RLIZ, LRLIZ, HI	0-1 miles	Criteria 3 not met
<p>Discussion: As shown in Figures 2a-2b, attached, there are limited areas that fall within the zones that allow data centers to be permitted outright as all of these zoned areas are already occupied with existing infrastructure or development (Siting Criteria 3 and 7). In addition, other areas where a data center use would potentially be compatible were also analyzed and Applicant found that some sites were already developed or committed (Siting Criterion 3) and/or presented environmental constraints, including wetlands and floodplains (Siting Criterion 4).</p>					
Overarching Assessment: Umatilla County Non- resource Lands	20+	Umatilla County	Various	Various	Criteria 1 and 3 not met
<p>Discussion: Areas outside of the Hermiston, Hinkle, and Stanfield UGBs and permitted zones not requiring a goal exception were analyzed and deemed not to have available electrical infrastructure (Siting Criterion 1) or meet the landowner and land requirements (Siting Criterion 3 and 4). Particularly, environmental constraints such as sensitive biological, water, cultural resources or areas protected for conservation or potentially contaminated present a myriad of issues for Applicant, making sustainable development of those sites unachievable.</p>					
Overarching Assessment: Morrow County UGBs	12 -20+	Morrow County	Various	Within	Criteria 1 and 3 not met
<p>Discussion: As shown on Figure 1a, Morrow County UGBs to the north within Boardman and Irrigon, Oregon, are already occupied with development (Siting Criterion 3). The UGBs to the south, see attached Figure 2b, lone, Lexington and Heppner do not meet requirements related to available transmission capacity (Siting Criterion 1) and topography (Siting Criterion 3). Additionally, adjacent land uses would not be compatible with a data center as areas along existing transmission line routes are not appropriately zoned and some appear to be in active agriculture use.</p>					
Overarching Assessment: Morrow County MG, PI, ALI Zones	0.27 - 20	Morrow County	MG, PI, ALI	0 – 20 miles	Criteria 3 not met

Discussion: As shown on Figure 1a, attached, no undeveloped, vacant land available that meets the size requirements of Siting Criterion 3 was available for the Project. Existing MG, PI and ALI zones are all either occupied by existing development, planned for future development by the landowner, not available for sale or lease to the Applicant, or do not contain the amount of buildable land required (Siting Criterion 3).

Overarching Assessment: Morrow County Non- resource Lands	5+	Morrow County	Various	Various	Criteria 1 and 3 not met
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Discussion: Areas outside of the UGBs and permitted zones but not requiring a Goal 3 exception were analyzed and deemed not to have available electrical infrastructure (Siting Criterion 1) or meet the landowner and land requirements (Siting Criterion 3). Adjacent sites with zoning that could be compatible with the data center use, such as SAI zones, appear to be in active or historical agriculture production and irrigated (Siting Criterion 7).

Land within UGBs or Proximity. Reviewing those UGBs in accordance with the siting criteria, Applicant found that UGBs to the north within Boardman and Irrigon were already occupied and committed to other uses (siting criterion 3), while the Ione, Lexington, and Heppner UGBs did not meet siting criteria requirements related to available transmission capacity (siting criterion 1), fiber network (siting criterion 6), topography (siting criterion 3), and environmentally sensitive resources and protected areas (siting criterion 4).

Nonresource Land with Appropriate Zoning. For sites within zones where a data center may be allowed outside of UGBs, Applicant found that all of the land that could have otherwise met certain siting criteria were already occupied with existing infrastructure and development (siting criteria 3 and 7). In addition other areas where a data center use could have been compatible presented insurmountable environmental constraints, including wetlands and floodplains (siting criterion 4). Finally, no undeveloped, vacant land meeting the size requirements for the project was available in the existing MG, PI, and ALI zones (siting criterion 3). Applicant’s analysis of those sites is detailed and summarized in Applicant’s complete Alternatives Analysis.

Nonresource Land requiring Zone Change. Applicant next assessed other non-resource lands in Umatilla and Morrow Counties that may have required a zone change, but would not require a goal exception. As described further in Table 1 and in Applicant’s Amended Supplemental Tech Memo, Applicant found that those sites were not reasonable alternatives because they did not have available electrical infrastructure (siting criterion 1) and did not meet land requirements (siting criterion 3).

Resource Land. Lastly, Applicant evaluated EFU-zoned sites against the siting criteria that would require a goal exception. Of these sites, the main constraints were land characteristics, sensitive resources, and financial feasibility, with the exception of the project parcel that met all siting criteria except for being zoned to allow a data center and requiring an exception.

Sites Raised with More Specificity during Planning Commission Proceeding. The Planning Commission and DLCD raised the SAI zone within the POM’s Boardman Airport Industrial Park and the Army Depot as potential locations for the project that would not require an exception. Applicant had previously evaluated these sites in the original Alternatives Analysis but in response to questions and testimony, engaged in a more detailed evaluation of these two areas.

- SAI zone. With regard to the SAI zone, Applicant addressed this area in its Amended Supplemental Tech Memo (Exhibit 82) and correctly pointed out that the zone did not authorize the siting of data centers (siting criterion 7). In addition, over 9,000 acres of the of the SAI zone is currently used and considered as highly productive agricultural land with active pivot irrigation and unavailable (siting criterion 3). While some areas zoned SAI are not in pivot irrigation, those areas are included in the Boardman Conservation Area and may not be developed due to environmental constraints (siting criterion 4). Lands adjacent to the SAI zone and not in pivot are zoned EFU and constrained by the Boardman Conservation Area and similarly not developable for a data center due to environmental constraints (siting criterion 4). *See also* Section 1.2 from Exhibit 82 included in Attachment 1 and incorporated herein.
- Army Depot With regard to the Depot Site, Applicant considered land within the Depot Site but concluded that this site was not a reasonable alternative because it lacked the required power capacity (siting criterion 1), required development characteristics (siting criterion 3), or involved environmental sensitive areas (siting criterion 4). In addition, Umatilla County only allows data centers in specific areas of the Depot Site (subareas 2 and 3), restricting potential available sites, and Applicant would not have been able to develop its project within those subareas due to timing and contractual constraints associated with the project, as well as the financial burden of securing financing and insuring a previously contaminated site (siting criteria 4 and 8). *See also* Section 1.3 from Exhibit 59 included in Attachment 1 and incorporate herein.

Sites Raised with More Specificity in DLCD August 15 Comment Letter. DLCD submitted a letter ahead of the August 16 Board hearing, identifying 9 possible alternative sites (Exhibit 84). The majority of the sites identified by DLCD were already addressed by Applicant in some form in technical memos, including the Army Depot (referred to in DLCD’s submittal as the Columbia Development Authority site), the POM industrial parks, and industrially zoned land in Umatilla County. The County adopts by reference Applicant’s responses to DLCD’s comments contained in Exhibit 86 to demonstrate why these additional sites are not “reasonable” to accommodate the proposed project: DLCD Sites 1 and 2 are discussed in Sections 2.1.1 and 2.1.2, DLCD Sites 3-7 are discussed in 2.2.1 to 2.2.5, and DLCD Sites 8 and 9 are discussed in Sections 2.3.1 and 2.3.2. These sites, on balance, do not satisfy Applicant’s 8 siting criteria and therefore are not considered reasonable for the reasons discussed in Exhibit 86 that the County adopts as its own. DLCD appears to take issue with Applicant’s Siting Criterion 1 and provided figures showing transmission and substations within the region of Morrow and Umatilla counties. The figure shows electrical and transmission infrastructure of all scale, including taps that are not viable for interconnection of a data center project. Siting Criterion 1 details the factors that go into determining whether Siting Criterion 1 can be met. DLCD’s comments fail to take into consideration the availability of interconnection or the capacity of available existing or planned infrastructure. In response, Applicant conducted a review of BPA que positions and information regarding energy capacity available in the region (Exhibit 86, Appendix B). The County finds the evidence provided in Exhibit 86 more convincing and while DLCD raised sites with a level of specificity requiring further analysis, the County finds that Applicant provided the required level of response and agrees with the conclusion that notwithstanding the sites identified, none

area reasonable to accommodate the proposed data center campus for purpose of Goal 2 and the requested exceptions.

The County agrees that Applicant carefully evaluated all the required land types as a part of the alternatives analysis before identifying the project parcel. The County also finds that the presented alternatives analysis, supplemented by the Amended Supplemental Tech Memo, demonstrates that other areas in the vicinity cannot reasonably accommodate the proposed data center campus and OAR 660-004-0020(2)(b)(B) and (C). While no one to date has identified other sites with specific that would require the Applicant to undertake a more detailed evaluation of specific alternative sites, Applicant did provide additional analysis regarding the large SAI zone and the Depot Site in response to comments from the Planning Commission, which also demonstrated that those areas cannot reasonably accommodate the proposed data center campus. This requirement is met.

3. *Environmental, Economic, Social and Energy Consequences (“EASE Analysis”):*

An EASE Analysis required for a goal exception. OAR 660-004-0020(2)(c) (e.g., Goal 2, Part II(c)(4)) provides the general EASE analysis for goal exceptions.

(2)(c) “The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site.”

The exception shall describe: the characteristics of each alternative area considered by the jurisdiction in which an exception might be taken, the typical advantages and disadvantages of using the area for a use not allowed by the Goal, and the typical positive and negative consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts. A detailed evaluation of specific alternative sites is not required unless such sites are specifically described with facts to support the assertion that the sites have significantly fewer adverse impacts during the local exceptions proceeding.

The exception shall include the reasons why the consequences of the use at the chosen site are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site. Such reasons shall include but are not limited to a description of: the facts used to determine which resource land is least productive, the ability to sustain resource uses near the proposed use, and the long-term economic impact on the general area caused by irreversible removal of the land from the resource base. Other possible impacts to be addressed include the effects of the proposed use on the water table, on the costs of improving roads and on the costs to special service districts;

Environmental. Applicant evaluated agricultural productivity, water availability, wetlands, habitat, and sensitive species for the project parcel to demonstrate that the proposed data center will not have an adverse environmental impact. The project parcel meets the Applicant’s siting criteria, including avoiding environmentally sensitive resources and protected areas, having a topography of less than 15 percent, and being underutilized, vacant, and/or undeveloped land.

Moreover, the project parcel anticipates avoiding the adjacent floodplain, existing jurisdictional water features by at least 80 feet, and incorporate a 250-foot BCA buffer.

Applicant has characterized the vegetation onsite and performed a preliminary site survey for sensitive habitat and species. *See* Exhibit 13, Application Appendix K (Threatened and Endangered Species Habitat Assessment) and Exhibit 10, Application Appendix H (Washington Ground Squirrel Protocol Survey Results). The project parcel contains no Washington Ground Squirrels. Applicant's consultant also concluded that the project parcel does not hold a high potential to support Laurence's milkvetch. No other sensitive species or habitat was identified. Applicant also performed a wetland delineation, had a site visit with the Oregon Department of State Lands (DSL), and filed the wetland delineation with DSL for concurrence. *See* Exhibit 14, Application Appendix L (Wetland Delineation Report and DSL Concurrence). Applicant will avoid wetlands, drainages, and development within the Federal Emergency Management Agency (FEMA) floodplain. *See* Exhibit 21, Application Figure 4 (Project Area and Key Site Features).

In addition, applicant performed a desktop study of potential cultural resource impacts for the project parcel and engaged in consultation with the Oregon SHPO and the Confederated Tribes of the Umatilla Indian Reservation. There are no known cultural resources onsite and Applicant will implement an inadvertent discovery plan during construction. *See* Exhibit 15, Application Appendix M (Cultural Resources Desktop Report) and Exhibit 16, Application Appendix N (Tribal Email Correspondence).

In response to comments received from the planning commission, Applicant supplemented the record with a Big Game and Wetland Habitat Technical Memo from ERM. (Exhibit 61) The memo supplemented the earlier environmental surveys and expanded Applicant's analysis of habitat quality and quality for big game. *See* Exhibit 61, ERM Big Game and Wetland Habitat Tech Memo, dated July 18, 2023. Applicant also conducted a site visit with ODFW on July 24, 2023 to discuss the habitat and potential impacts. ODFW has expressed no further concern and Applicant imposed a 100-foot buffer from the surveyed wetlands and other riparian habitat, as shown on Attachment B of Exhibit 61, ERM Big Game and Wetland Habitat Tech Memo.

Applicant seeks to minimize adverse impacts from construction and operational activities. Applicant will conduct all construction and operational activities such that they comply with local and state permitting requirements. Applicant anticipates pursuing an NPDES 1200-C permit from Oregon Department of Environmental Quality (DEQ), a DEQ onsite septic permit, a DWT basic air contaminant discharge permit, and any other local or state permit that may be required for construction and operation of the data center campus. For these reasons, the County concludes that the proposed data center will not result in negative environmental impacts.

Economic. The project parcel has no history of agricultural productivity or any other viable productive use. *See* Exhibit 4, Application Appendix B (Landowner Affidavit). Removing the project parcel from the agricultural land supply will have no economic ramifications on area agricultural operators or land supply. The County received comments from 1000 Friends and DLCD that seemed to question this conclusion but neither provided any evidence into the record that undermines Applicant's evidence provided to date. Further, the proposed data center will result in economic benefits to the local community, provide family-wage jobs, and continue to support the County's economic development goals. *See* Exhibit 9, Application Appendix G (Economic Analysis Summary Memo); see also the findings under OAR 660-004-0020(2)(b) and

OAR 660-014-0040(3)(a) above. Applicant will be responsible for sourcing any water supply and is anticipating managing industrial wastewater onsite. There should be no increase in burden on any public service provider. Accordingly, the County finds that the proposed data center will not result in negative economic impacts.

Social. The proposed data center campus will provide increased local job opportunities for area residents, during construction and operation. It will also provide social benefits in the form of taxes for the County's social programs. There was some concern that potential traffic safety impacts may raise a social consequence, however, the additional evidence provided in the record, coupled with the proposed conditions of approval resolve this potential concern. In addition, Applicant has evaluated potential cultural resource impacts for the project parcel and engaged in consultation with the Oregon SHPO and the Confederated Tribes of the Umatilla Indian Reservation. There are no known cultural resources onsite and Applicant will implement an inadvertent discovery plan during construction. *See Exhibits 15-16, Application Appendices M and N.* On this basis, the County concludes that the proposed data center will not result in negative social impacts.

Energy. The proposed data center requires high-voltage transmission service and proximity to existing and planned transmission infrastructure with capacity to serve the project parcel. The project parcel is ideal given its proximity to existing and planned transmission infrastructure at the Carty site and the advantage of an existing transmission ROW running from the Carty site to the project parcel, along Tower Road. Applicant is in conversations with Pacific Power to provide the required power infrastructure and supply for the data center campus in accordance with Oregon Public Utility Commission-approved rules and regulations and tariffs. the County finds that the proposed data center will not result in negative energy impacts.

Based on the above EESE analysis, the County finds the long-term EESE consequences of the proposed data center campus on the project parcel will reduce adverse impacts and will not result in significantly more adverse impacts than would typically result from the same proposal being located in areas requiring a goal exception.

4. *The Project is Compatible with Adjacent Uses:*

(2)(d) "The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts." The exception shall describe how the proposed use will be rendered compatible with adjacent land uses. The exception shall demonstrate that the proposed use is situated in such a manner as to be compatible with surrounding natural resources and resource management or production practice." "Compatible" is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses.

Response: To the north and west, adjacent land is in center pivot irrigation and is farmed. Land to the east is uncultivated and located within the conservation area. To the south is the Carty site. The project does not appear to have significant adverse impacts on the environment or existing public services or facilities. Temporary impacts from construction may involve dust and increased traffic, but these impacts will be managed with dust control, traffic management, and other measures to ensure compatibility with adjacent uses during construction. Applicant seeks

the ability to use public water supply to avoid having to use groundwater. Therefore, no impacts to groundwater or agricultural irrigation are anticipated. Further, the onsite management of stormwater and process wastewater is not anticipated to create incompatibilities, as it is already a common practice in the County and subject DEQ regulation. Threemile Canyon Farms is the surrounding property owner and views the proposed data center as compatible with its existing operations. There were some comments on the record that there may be other uses in the vicinity of the project that may be negatively impacted, although none appeared to raise concerns on the record themselves. Therefore, based on the evidence in the record, the County concludes that the proposed data center use will be compatible with the adjacent uses.

D. Compliance with OAR 660-011-0065 (Goal 11 Rule)

As discussed in the application, Goal 11, nor the implementing regulations, expressly on their face require Applicant to take a goal exception to extend public water service to the project parcel. However, the court of appeals ruled in *Foland v. Jackson County*, 239 Or App 60, 64-65 (2010), that Goal 11 prohibits the extension of city water services to serve an urban use on rural lands without a Goal 11 exception. Applicant provided reasons to justify the Goal 11 exception under OAR 660-004 and OAR 660-014, and the County agrees that the presented reasons justify the requested Goal 11 exception. *Foland* made clear that the same factors that justify a Goal 14 exception may be the same factors that justify the Goal 11 exception. 239 Or App at 72. Nonetheless, the County adopts findings under the Goal 11 rule to demonstrate why the requested Goal 11 is justified to the extent that findings under the rule are required.

(2) Consistent with Goal 11, local land use regulations applicable to lands that are outside urban growth boundaries and unincorporated community boundaries shall not:

(a) Allow an increase in a base density in a residential zone due to the availability of service from a water system;

(b) Allow a higher density for residential development served by a water system than would be authorized without such service; or

(c) Allow an increase in the allowable density of residential development due to the presence, establishment, or extension of a water system.

Response: The project involves a non-residential, urban-scale use on rural land. The provisions of OAR 660-011-0065 do not apply to the project as there is no proposed increase in residential density or development. The LU overlay zone will limit use on the project parcel to only the proposed use. The County finds that the requested Goal 11 exception is justified for the reasons presented in Section III.C and E. Applicant is not requesting to extend public sanitary services outside of the UBG and the POM will not be receiving any wastewater returns from the project; all stormwater and wastewater will be managed onsite. Only municipal water will be extended outside of the UBG to serve the project parcel. With respect to the Goal 11 exception, Applicant provided supplemental transportation analysis to address potential adverse impacts from construction of the water delivery system from the POM Boardman Airport Industrial Park to the project parcel along Tower Road right of way. The County maintains that Applicant has adequately addressed the Goal 11 exception requirements for this request. Any future

construction of the water delivery system along the proposed route will be required to obtain the necessary approvals from the County for a water distribution line, like a right of way permit.

E. Compliance with OAR 660-014-0040 (Goal 14 Rule)

Applicant requests goal exception for “rural agricultural land” or “undeveloped rural land” as used within the meaning of OAR 660-014-0040. County may justify the requested Goal 14 exception based on reasons set forth under OAR 660-004 and OAR 660-014-0040. OAR 660-014-0040 contains similar requirements to OAR 660-004 for granting a goal exception. There are certain sections, however, where the language varies slightly. To the extent the language in OAR 660-014-0040 corresponds and mirrors the language in OAR 660-004, the County opts to rely on the findings under OAR 660-004 rather than making duplicate findings under OAR 660-014-0040. However, to the extent the requirements different between OAR 660-004 and OAR 660-014-0040, the County makes findings below, supported by Exhibit 60, Applicant’s July 18, 2023 Supplemental Analysis for Goal 14 Exception Request (“Goal 14 Supplemental Analysis”) and Section 4 of Exhibit 86.

The following sections provide findings under OAR 660-014-0040 to detail how the County evaluates Applicant’s requested Goal 14 exception, finds reasons to justify it, and supplements the findings under Section III.C above.

1. Reasons Justify the Exception

(2) A county can justify an exception to Goal 14 to allow establishment of new urban development on undeveloped rural land. Reasons that can justify why the policies in Goals 3, 4, 11 and 14 should not apply can include but are not limited to findings that an urban population and urban levels of facilities and services are necessary to support an economic activity that is dependent upon an adjacent or nearby natural resource.

Response: OAR 660-014-0004(2) does not prescribe the “reasons” that may be used to justify a Goal 14 exception. While the rule provides *a reason* that may justify a Goal 14 exception, plain language of the rule makes clear that other reasons may be the basis for a Goal 14 exception. The language is clear that the reasons to justify an exception “include but are not limited to” those in rule.³ The County makes findings under OAR 660-014-004(2) with respect to the requested Goal 14 exception but relies more heavily on the reasons presented under OAR 660-004-0020 and -0022 to justify the requested exceptions, including the Goal 14 exception request because the reasons identified by the Applicant to justify the Goal 3 exception also support the extension of public water service to the project parcel from the Port of Morrow Airport Industrial Park and the requested Goal 14 exception. The development would have significant economic benefits and will bring higher economic value to a parcel of farmland compared to farming on the parcel. The economic benefits are dependent on having access to existing and planned

³ *1000 Friends of Oregon v. Jackson County*, 292 Or App 173, 183-184 (2018) (citing *State v. Kurtz*, 350 Or 65, 75 (2011) to find that, within the context of OAR 660-004-0022, 660-011-0060, and 660-014-0040, “statutory terms such as ‘including’ and ‘including but not limited to,’ when they precede a list of statutory examples, convey an intent that an accompanying list of examples be read in a nonexclusive sense”).

transmission infrastructure with capacity. The application does show how economic benefits are dependent upon having a large parcel with relatively flat topography and well-drained soil types that will accommodate the onsite stormwater and wastewater management. The application initially did not specifically show how the urban-level data center campus and the related economic activity from the development is “dependent upon an adjacent or nearby natural resource.” Since the application was submitted, Applicant provided additional information related to this question. The proposed use is a necessary supplement to other critical infrastructure in Morrow County and the surrounding area and is located in close proximity to this critical infrastructure such as the Carty site, an existing 230 kV transmission line right-of-way, and the existing electric infrastructure. *See* Exhibit 60, Goal 14 Supplemental Analysis, at 1. The proposed use will help meet the rising data center and cloud storage demand needs across all sectors. *Id.* A data center is akin to a resource management use as it houses, hosts, and provides security for data that others use for economic activity. This resource management economic activity is dependent on power service and capacity adjacent to the project parcel. *Id.* at 2.

Applicant maintains that the project parcel, and the proposed urban-level development of the parcel, is dependent on a consistent, quality water supply that the Port of Morrow can provide from a nearby natural resource, the Columbia River. In addition, the project parcel is located in an area with a relatively mild climate (air and water), which is an important factor for proper data center operational functions. The County accepts these arguments as sufficient to address the reason enumerated in OAR 660-014-0040(2) and coupled with Applicant’s other reasons above, justify the requested Goal 14 exception.

2. UGB Sites Cannot Reasonably Accommodate the Project

(3) To approve an exception under section (2) of this rule, a county must also show:

(a) That Goal 2, Part II (c)(1) and (c)(2) are met by showing that the proposed urban development cannot be reasonably accommodated in or through expansion of existing urban growth boundaries or by intensification of development in existing rural communities;

Response: Applicant evaluated alternative sites, including potential sites located within and adjacent to existing UGBs of Umatilla and Morrow Counties, as well as sites already zoned for data centers. The complete Alternatives Analysis conclude that sites within existing UGBs or rurally zoned industrial areas cannot reasonably accommodate the project, even with further intensification of development on those lands, as shown in response to the standards of OAR 660-004. Applicant applied 8 siting criteria as a part of the Alternatives Analysis and the project parcel met 7/8 criteria. Sites that could not accommodate the Project and meet the siting criteria were deemed not reasonable sites because they would unreasonably disturb land not related to the proposed use, disturb natural resources, or require significant infrastructure investment to serve a single use. Those sites did not have the required power or transmission infrastructure, did not meet the required acreage requirement, and would have resulted in unreasonable impact to natural resources.

DLCD's August 15 comments question Applicant's ability to satisfy this prong of the Goal 14 goal exception test. The County incorporates by references its findings under OAR 660-004-0020(2)(b)(B) and (C) here to support findings specifically related to the sites that DLCD identified that are within UGBs or near UGBs. At the time of Applicant's evaluation, there simply was not a site that could reasonably accommodate the proposed use in a UGB or through intensification of development in a rural community. The project requires a large project parcel, ability to manage stormwater and wastewater onsite, proximity to water and power supply, and sought to avoid environmental impacts among other things. The County finds that the required alternatives analysis does not need to be an exhaustive search – the rule allows Applicant to provide a broad alternatives analysis at first and then must address specific sites if raised during the process. Further, there is an element of reasonableness built into the alternatives analysis and the County finds that the 8 siting criteria are well developed, thoughtful factors to apply in selecting a site for the proposed data center use. Applicant addressed the sites DLCD identified with sufficient specificity to demonstrate that the proposed use "cannot be reasonably accommodated" within an existing UGB or intensifying development in a rural community. No evidence provided by DLCD convinces the County otherwise. Accordingly, the County finds that the Applicant meets OAR 660-014-0040(3)(a).

County finds the application complies with this standard.

3. EESE Analysis

(3) To approve an exception under section (2) of this rule, a county must also show:

** * **

(b) That Goal 2, Part II (c)(3) is met by showing that the long-term environmental, economic, social and energy consequences resulting from urban development at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located on other undeveloped rural lands, considering:

(A) Whether the amount of land included within the boundaries of the proposed urban development is appropriate, and

(B) Whether urban development is limited by the air, water, energy and land resources at or available to the proposed site, and whether urban development at the proposed site will adversely affect the air, water, energy and land resources of the surrounding area.

Response: The County found above under OAR 660-004-0020(2)(c) that the proposed use would not result in EESE consequences significantly more adverse than if the proposed use was sited elsewhere. The project will not result in significant adverse impacts to air, water, or land or surrounding land as the proposed use is found to be compatible with the surrounding agricultural operations and industrial uses at the Carty site. Further, the County found under OAR 660-004-0020(2)(a) why the amount of land included in the goal exception request is appropriate and limited to accommodate only the proposed data center. For these reasons, the County finds that

Applicant meets OAR 660-014-0040(3)(b).

4. The Project is Compatible with Adjacent Uses:

(3) To approve an exception under section (2) of this rule, a county must also show:

** * **

© That Goal 2, Part ©(c)(4) is met by showing that the proposed urban uses are compatible with adjacent uses or will be so rendered through measures designed to reduce adverse impacts considering:

(A) Whether the amount of land included within the boundaries of the proposed urban development is appropriate, and

(B) Whether urban development is limited by the air, water, energy and land resources at or available to the proposed site, and whether urban development at the proposed site will adversely affect the air, water, energy and land resources of the surrounding area.

Response: The amount of land included in the exception area is appropriate and gives Applicant flexibility to avoid sensitive environmental resources and impose a 250-foot buffer to avoid impacts to drainages, wetlands, and the floodplain. The project parcel appears to be of sufficient size to manage stormwater and wastewater onsite through evaporation and retention ponds. Applicant indicated they have studied the potential environmental impacts and demonstrates, based on available information, the development “should not, with appropriate minimization and mitigation measures achieved through appropriate permitting, result in adverse impacts to air, water, energy, and land resources of the surrounding area.” Additionally, to verify application complies with this standard, Applicant will be obligated to obtain all local, state, and federal environmental permits prior to construction and operation. The County finds that Applicant complies with this criteria.

5. Appropriate Level of Public Water Services:

(3) To approve an exception under section (2) of this rule, a county must also show:

** * **

(d) That an appropriate level of public facilities and services are likely to be provided in a timely and efficient manner; and

Response: Applicant has entered into an MOU and an LOI with the Port of Morrow for the Port to supply water to the project parcel from its water project located at the Airport Industrial Park. The MOU and LOI evidence that the water supply may be provided in a timely and efficient way. Applicant is currently working with Port of Morrow to finalize the water delivery agreement and is highly confident that water will be available by the time the proposed use is ready for operations. As contingency, Applicant will be ready and able to truck water as required until the site is connected to the Port of Morrow’s facilities. In addition, all wastewater from the site will be processed on-site through a system of evaporation ponds and will not otherwise require service from a public utility. See MCZO 8.040(B) above for additional findings to

support why appropriate level of public water services is likely to be provided in a timely and efficient matter. The County finds that Applicant complies with this criterion.

6. Coordination of New Urban Development on Rural Land:

(3) To approve an exception under section (2) of this rule, a county must also show:

* * *

(e) That establishment of an urban growth boundary for a newly incorporated city or establishment of new urban development on undeveloped rural land is coordinated with comprehensive plans of affected jurisdictions and consistent with plans that control the area proposed for new urban development.

Response: The County is the affected jurisdiction where the new urban development would take place on rural land. The County is undertaking a coordinated comprehensive plan amendment for the establishment of new urban development (data center campus) on rural land (Project Parcel). These findings address the project’s compatibility with the County’s applicable MCCC goals and policies along with SWPGs. Accordingly, this standard is met.

IV. RESPONSE TO MCZO 3.110 LIMITED USE (LU) OVERLAY

The goal exception rules in OAR chapter 660, Division 004, require that the uses permitted by a goal exception are limited to only those evaluated under the goal exception request. The purpose of the LU overlay zone is to ensure that the uses allowed under a goal exception are limited to only those analyzed and justified in the exception request. Therefore, Applicant requests that the county impose an LU overlay zone limiting the use of the parcel to those uses allowed either under MCZO 3.010 (EFU) and a data center under MCZO 3.070(16). Applicant proposes the additional provisions for the LU overlay zone:

- The data center construction is subject to ministerial site plan review under MCZO 4.165
- The data center must obtain all necessary local, state, and federal permits and approvals.
- The data center must report findings of cultural, archaeological or historical artifacts if uncovered. Reports shall be made to the Oregon State Historic Preservation Office (SHPO) and the Cultural Resources Protection Program (CRPP) of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR).
- The data center must use drought tolerant landscaping and to the extent practicable, native plants to meet any landscape requirements; no long-term irrigation shall be allowed
- The data center perimeter does not require screening, as no adverse impacts to visual resources have been identified (as supported by EESE analysis)

The County agrees with these provisions for the proposed LU overlay zone and find that the provisions meet the intent of the LU overlay zone.

V. CONSISTENCY WITH MORROW COUNTY COMPREHENSIVE PLAN GOALS AND POLICIES

The MCCP goals and policies identified below are most relevant and applicable to this application.

Goal 1 (Citizen Involvement)

The Citizen Involvement Goal develops and implements a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process. Citizen Involvement Policy 3 encourages people to attend and participate in Morrow County Planning Commission and Board of County Commissioner meetings and hearings. The goal and policy are satisfied through the opportunities afforded to the public to participate at public hearings before the Planning Commission and Board of Commissioners on the proposed amendments, as provided for by state law and the county's Zoning Ordinance. Additionally, the Applicant hosted a public meeting on November 3, 2022, to hear comments and obtain feedback on the proposed project parcel and the proposed development.

Goal 2 (General Land Use)

General Land Use Policy 9 requires that all plan and zone changes comply with all applicable state-wide planning goals and County policies and procedures. This policy can be satisfied upon approval of the Findings and analysis of compliance with the state-wide goals and applicable County zoning provisions that are contained in this application.

Goal 3 (Agricultural Lands Element)

Applicant is seeking a Goal 3 exception. Nonetheless, Applicant did address the project's consistency with the MCCP's Goal 3 policies to the extent the project parcel furthers the County's policies.

Agricultural Land Objective 3 seeks to minimize and prevent conflict between farm and nonfarm uses. The proposed development appears to be consistent with this policy because, as demonstrated by over decades of ongoing use, the existing industrial operations (Carty site) and existing agricultural operations (Threemile Canyon Farms) are compatible.

Agriculture Policy 2 permits development outside of UGBs only where conflicts with productive agricultural areas are minimal and where the development complies with the Comprehensive Plan. Conflicts between the proposed data center campus and agricultural uses appear to be minimal. Industrial development nearby appears to be compatible and is a good comparison for determining the proposed data center would also be compatible with farming.

Agriculture Policy 6 provides that the County to consider the needs of the farming community in evaluating future development projects in other sectors of the economy. This policy appears to be partially satisfied because the land proposed for conversion from agriculture to industrial is not productive and the lease or sale of the land could be reinvested in farming. However, where increased traffic on Tower Road may interfere with farming, particularly during harvest season,

the proposed development may have some negative impact to farming. This can be addressed by coordinating with the area farming operations, specifically Threemile Canyon Farms, during harvest season when construction is occurring. The County proposes a condition of approval to require Applicant to coordinate with the surrounding farming operator to minimize potential traffic impacts during harvest and construction.

Goals 5 and 6 (Natural & Cultural Resources Elements)

The Natural Resources Element of the plan provides a general overview of all natural resources common to the County. In general, natural resources are considered vital to the County's historical and future development and are recognized as a primary base for the County's economy.

In the context of this application and amendments, Natural Resource General Policy M states that the County should establish policies for the analysis of zone changes effect on air, water, and land quality. The County has not promulgated such a policy and relies instead on individual, site specific and project specific circumstances and conditions. Application claims that this policy is met because the development “will have a limited impact on air quality, water, and land quality.”

The parcel is located within the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) an area designated based on drinking water levels that exceed the 10pp/m federal drinking water standard. The subject parcel is just north of the Ella Butte *Classified* Groundwater Management Area. A *Critical* Groundwater Area designation is a “Significant Goal 5 Resource” that would require mitigation. The attached map includes both the LUBGWMA and the GWA areas in county. The subject parcel is not located in a “Critical Groundwater Area.”⁴

Initially, when Applicant was considering groundwater as an option for the project’s water supply, staff had a concern over the project potentially having an impact on water quantity where groundwater supplies in the basin are limited. Since the submission of the application, Applicant has worked with the Port of Morrow to secure an LOI for the supply of potable water to the project parcel thereby avoiding use of groundwater for the project’s water needs. Given this project modification, the County finds that the application is consistent with Policy M.

Land Resource Policy A “[c]ounty shall conserve land resources in the manner most supportive of the county’s economic base” and Land Resource Policy B, “[c]ounty shall recognize the predominant need for the maximum preservation of land for agricultural and forestry uses” apply to this exception and rezone application. The Applicant did not address this policy in their application but did conclude that the subject parcel “should be considered non-productive” and has no value for agricultural use. Water Resources Policy F discusses the need to evaluate the quality and quantity of groundwater prior to approving projects or developments that would impact those resources. Water quality and quantity is regulated by the Oregon Department of Water Resources (OWRD) and water quality is regulated by the Oregon Department of Environmental Quality. While development-related approvals will be obtained, the County could require the Applicant to show further analysis to evaluate the impacts to water supply. However,

⁴https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/15301/cgwa_area_2021.pdf.

given that Applicant has refined its water supply sourcing, the County does not believe further analysis is necessary and Water Resource Policy 5 has been adequately addressed.

Goal 9 (Economic Element)

A number of economic goals and policies apply to this proposed plan amendment. Most of these goals and policies are aspirational or directory to the County, rather than mandatory to an Applicant.

Economic Goal 1 provides direction to Morrow County relating to economical housing facilities and affordability to meet housing needs. While not directly relevant, the impact of construction workers and housing needs is important to consider.

Economic Goal 2 and its various economic policies directs Morrow County to reduce unemployment, as well as promote various factors to decrease outmigration of the County's youth through growth of the County's workforce. The application meets this goal with this plan amendment request as it seeks to optimize the County's industrial zoning to attract development and jobs in an emerging field and technology (data center).

Economic Goals 2 and 3 seek to diversify local business, industry, and commercial activity. While this plan amendment application cannot ensure diversification of job opportunities, locating industrial zoning in an area where a natural industrial corridor is organically happening, due to the current land base and land use and zoning designations, could lead to diversification of new and existing job opportunities in the County. This plan amendment application appears to foster diversification of job opportunities.

Economic Goal 4 encourages compatible land uses throughout Morrow County. The proposed amendments further these goals by providing new industrial development opportunities on land that is only marginally suitable for farming and because of its location between and adjacent to existing industrial uses, such as the Carty site and several commercial dairy operations. There is established compatibility between agriculture and industrial uses.

Economic Goal 5 seeks to minimize noise levels and heavy traffic volumes, as well as other undesirable effects of heavy commercial and industrial developments. This plan amendment meets the goal of minimizing noise as the remote location would be a fair distance away from residences. The increased traffic volumes could prove problematic based on the already high traffic volumes and overall condition of Tower Road and the congestion at the Interstate 84 and Tower Road intersection. This can be addressed and mitigated with a Road Maintenance Agreement between Applicant and the County. The County proposes a condition of approval to require Applicant to enter into a Road Use Agreement with the County prior to construction.

Economic Goal 6 seeks to maintain a balance between economic and environmental activities. The proposed parcel to be rezoned for industrial use is located in an area with other industrial zoning and uses and will not negatively impact adjacent agricultural or industrial uses. As stated throughout these Findings, the project parcel has never been farmed. The proposed development is not anticipated to have an impact on water supply because Applicant will source water from the Port of Morrow. The parcel contains limited habitat for threatened or endangered species,

contains one wetland and one stream, both of which will be avoided, and no known cultural resources. The proposed rezone to industrial zoning appears to have only minimal impact to environment.

Economic Goal 7 requires the County ensure adequate water supplies to meet all needs associated with economic development. Applicant is coordinating with the Port of Morrow to ensure adequate water supply for the Project, avoiding use of a high-volume groundwater well and potential impacts to surrounding water users. Therefore, the County does not see any impacts to water supply and Economic Goal 7 has been addressed.

Goal 11 (Public Facilities and Services Element)

Applicant is seeking a Goal 11 exception. Nonetheless, Applicant addressed the application's consistency with the MCCP's Goal 11 policies to demonstrate how the project furthers other Goal 11 policies.

General Policy D requires that the provision of public facilities and services to rural areas being changed to urban use shall be based on (1) the least time required to provide the service, (2) the most reliable service, (3) lowest financial cost, and (4) adequate levels of service that satisfy long range needs. General Policy E calls for the coordinated development of all necessary urban facilities and services appropriate to an urban area. The Applicant is requesting an Goal 11 exception to extend public water services to avoid using limited groundwater. Applicant is not seeking the extension of public sanitation services at this time. The Port MOU and LOI demonstrate that such public water services may be provided. The development will utilize fire and law enforcement services, however Applicant does not expect that to be burdensome as the data center would be developed with a state-of-the-art fire suppression system and security systems, limiting the need and potential need for response by the county. The County Sheriff's office did review the application relative to potential impacts to law enforcement and emergency response and did note that response time to calls on or off Tower Road can be slow if Tower Road is blocked. The County recommends further consultation with the County Sheriff's Office may be warranted to discuss emergency services and to ensure such coordination happens, the County will impose a condition requiring further coordination prior to construction.

General Policy F calls for the siting of utility lines and facilities on or adjacent to existing public or private ROW or through generally unproductive lands to avoid dividing existing farm units. The application indicates that a transmission line ROW already exists to the west, along Tower Road. Evidence of this is presented on the record in Application Appendix A that includes the Applicant's ALTA survey for the project parcel (Application, Appendix A). Tower Road ROW varies in width between 60 feet and 150 feet. An application for a new transmission line would be required prior to development, unless Applicant can provide evidence that there is capacity to serve the property with the existing transmission line or through an upgrade to the transmission line within the existing ROW.

General Policy G requires that public facilities and services not exceed the carrying capacity of the air, land, and water resources. The application notes that "through compliance with DEQ air quality regulations for industries, high air quality standards can be maintained and the County agrees. Similarly, water quality can be maintained through the permitting process and the water

supply will be from a publicly available source through the Goal 11 exception. Finally, the land is both suitable for the proposed use and is proposed to be developed in an environmentally friendly and responsible manner with respect to slopes, soils, water resources, and wildlife. The application is consistent with General Policy G.

General Policy K is an aspirational policy that establishes a goal of achieving a maximum balance of public costs versus benefits and revenues in the provision of public facilities and services. This policy may be satisfied because the development does not propose requesting or requiring the provision of additional county services and the project will provide economic benefits such as new employment, payroll, spending with vendors on construction and operations, and new tax revenue.

Utilities Policy F calls for coordination of development with utilities providing electrical, natural gas, cable television, and telephone services. The project will coordinate with and use local services available to serve the data center.

Water and Sewer Policy A provides that when development occurs in unincorporated areas, minimum state sanitation and health requirements are required. The proposed development will require permits for subsurface sewage disposal system, and waste water permitting.

Solid Waste Policies A and B can be met by a new industrial development using the same processes for which solid waste management occurs elsewhere in the County, which is typically with a contract for solid waste services or direct hauling of waste to Finley Buttes Landfill.

Goal 12 (Transportation Element)

While most of the County's Goal 12 objectives are general in nature and directly towards the County, four – Objectives 2, 5, 14, and 15 – apply more directly to this application. This application complies with the objectives for the following reasons:

- This application may be consistent with Objective #2, as the proposed land use amendment can be accommodated by the existing transportation infrastructure network, a single county roadway connecting the land to Interstate 84. However, as noted elsewhere, the conditions and traffic volume on Tower Road may warrant additional mitigation. This concern can be addressed and mitigated with an Road Maintenance Agreement between Applicant and the County. The County proposes a condition of approval to require Applicant to enter into a Road Use Agreement with the County prior to construction.
- This application may be consistent with Objective #5, as the proposed land use amendment will have some impact to the existing county's roadway system. This development as a stand-alone matter will not necessarily result in a reclassification of Tower Road. Where some impacts to the roadway will occur, the County will require a Road Use Agreement and proposes a condition of approval to this effect as mentioned above.
- This application is generally consistent with Objective #14, however the proposed land development will have some impact to Tower Road. One remedy for this impact is to require a Road Use Agreement to repair Tower Road and agree to fund a chip seal of the northerly eight (8) miles of Tower Road. The County will impose a condition of approval requiring the County and Applicant to negotiate a Road Use Agreement prior to construction.

- This application is consistent with Objective #15, as the proposed land use amendment will not require nor will it prevent expansion of the County's transportation system.

Applicable Transportation Policies 1, 2, 4, 5, 6, 7, 9, 10, and 11 are summarized below.

- The overall transportation network is capable of accommodating the overall transportation-related demands on the multi-modal network (Policy 1).
- No modifications or updates are needed to the Morrow County Transportation System Plan (Policy 2).
- No changes are required to the roadway functional classification system (Policy 4).
- No changes to the standards that implement the management and maintenance of the system (Policy 5).
- Traffic impacts may require maintenance and repairs (Policy 6). The County will impose a condition of approval requiring the County and Applicant to negotiate a Road Use Agreement where Applicant agrees to pay costs to chip seal the first 9 miles of Tower Road following construction of the facility.
- Traffic generation will be compatible with the function of the applicable roadway network (Policy 7).
- The classification of Tower Road is appropriate to accommodate the limited movement of the data center employees and personnel. After construction, the Project estimates only 252 (138 weekday a.m., 114 weekday p.m.) peak hour trips, which represent a nominal increase in traffic along Tower Road. Construction traffic impacts will be mitigated through the Road Use Agreement.

Goal 13 (Energy Conservation Element)

Energy Conservation Policies 1 and 14 are applicable to this application. As with many other MCCP policies identified, these policies are directory or aspirational in nature, rather than mandatory to an Applicant. While they are not standards upon which approval or denial is based, they are nevertheless addressed herein.

Energy Conservation Policy 1 encourages the use of renewable and/or efficient energy systems, design, siting, and construction materials in all new development in the County. The data center campus operations are anticipated to be supported with 100% renewable energy, with procurement structure and approach to be finalized prior to operations.

Energy Conservation Policy 14 encourages the County to combine increasing density gradients along high-capacity transportation corridors to achieve greater energy efficiency. This proposal is consistent with this policy by consolidating lands for industrial development in an area bordering a minor collector, Tower Road, which should encourage greater utilization of appropriate industrial infrastructure by industry in the County.

Goal 14 (Urbanization Element)

Applicant is seeking a Goal 14 exception to allow for the siting flexibility to build an urban-level facility and extend public water service to the project parcel to avoid using limited groundwater resources.

VI COMPLIANCE WITH APPLICABLE STATEWIDE PLANNING GOALS.

The County makes findings under its own Comprehensive Plan and also make findings under applicable Statewide Planning Goals (SWPG).

Statewide Planning Goal 1: Citizen Involvement

Goal 1 requires a citizen involvement program that is widespread, allows two-way communication, allows for citizen involvement through all planning phases and is understandable, responsive and funded.

Generally, Goal 1 is satisfied when a county complies with public notice and hearing requirements in the Oregon Statutes and in the local Comprehensive Plan and Land Use Code. The County's Zoning Ordinance is consistent with State law with regards to notification requirements. Pursuant to Section 9 of Morrow County Zoning Ordinance at least one public hearing before the Planning Commission and Board of Commissioners is required. Legal notice in a newspaper of general circulation is required. The County has met these requirements and notified DLCDC 35 days prior to the first evidentiary hearing.

Statewide Planning Goal 2: General Land Use

Goal 2, Part I, requires that actions related to land use be consistent with acknowledged Comprehensive Plans of cities and counties. The proposed amendments' consistency with applicable provisions in the MCCP is demonstrated in this document.

Goal 2, Part I, also requires coordination with affected governments and agencies, evaluation of alternatives, and an adequate factual base. In preparing the application, Applicant consulted with agencies and stakeholders, as discussed in Section 4 of the Application. In part, Applicant consulted with the Morrow County Planning Department, planning director, and contacted representatives of the United State Navy (Bombing Range Rep.) and Oregon Department of Transportation (ODOT) for feedback on the proposed Project and conceptual layout. *See* Application Appendix I (Navy Correspondence). The goal exceptions, together with the supporting documents and evidence submitted in support of the exceptions, provide an adequate factual base to support the proposed plan and land use regulation amendments required to adopt these exceptions. For these reasons, Goal 2, Part I is met.

Goal 2, Part II, sets out the standards for goal exceptions. Goal 2, Part II, is implemented through OAR 660, Division 4, and referenced administrative rules. Goal 2, Part II, is satisfied for the reasons set out in the goal exceptions analysis included in this =.

Statewide Planning Goal 3: Farmland

Goal 3 requires counties to preserve and maintain agricultural lands for farm use. Goal 3 does not allow nonfarm uses like industrial development on EFU zoned land unless a local government adopts findings justifying an exception to Goal 3. The project parcel is unique in that it is designated as agriculture and zoned EFU, but all available evidence suggests that it has never been farmed, irrigated, or grazed. For these reasons it should be considered “non-productive farmland” and should not be afforded the protections applicable to “agricultural lands.” The redesignation and rezoning of land from Agricultural (EFU) to Industrial (MG) is consistent with the purpose and intent of Goal 3 for the protection of farmland because no productive farmland will be impacted by the proposed Project. Therefore, the re-designation and rezoning is appropriate given the project parcel-specific conditions and the project parcel’s proximity to existing industrial development and transmission.

Statewide Planning Goal 5: Natural Resources, Scenic and Historic Areas, and Open Space

Goal 5 addresses the preservation of natural resources, scenic and historic areas, and open spaces. In the context of the application’s proposed amendments, the Applicant reviewed Morrow County’s existing inventories for wetlands, wildlife habitat, and cultural resources and areas, as well as conducting its own due diligence for project parcel resource inventories.

Desktop and field verified wetlands delineations for the Project took place on October 14, 2021 and March 31, 2022, and were submitted to Oregon DSL. The results, included in the Wetland Delineation Report and DSL Concurrence, attached as Application Appendix L, indicate one wetland and one intermittent stream located within the project parcel, as shown on Application Figure 4, both are avoided by the project footprint.

According to the US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) online report, there are no federally protected, Endangered Species Act (ESA)-listed threatened or endangered species documented as occurring on or in the immediate vicinity of the Project Parcel and no designated critical habitats mapped within the parcel. *See* Application Appendix K (Threatened and Endangered Species Habitat Assessment). According to ODFW, state-listed threatened, endangered, and/or candidate wildlife species with the potential to occur in the Project Parcel include the WGS (*Urocyon washingtoni*), which is listed as a state-endangered species. According to the USFWS, the WGS are found in the Columbia plateau of both Washington and Oregon. Their preferred habitat consists of sagebrush and bunchgrasses. They nest and burrow in sandy or silt-loam textured soils that are conducive for their burrow structures. Applicant conducted presence/absence protocol surveys for the WGS in March to May 2023. No active WGS colonies were identified. *See* Application Appendix H (WGS Protocol Survey Results). However, should active WGS colonies be identified, Applicant will address presence accordingly through avoidance, mitigation, and/or take permits in coordination with ODFW.

Based on the Applicant's review of publicly available records, no known cultural resources have been documented within or adjacent to the project parcel. However, the project parcel has not been previously surveyed for cultural resources. No report has been submitted to SHPO. Despite the undeveloped nature of the project parcel, a low potential for buried archaeological sites exists. Although the project parcel and immediate vicinity have not been previously surveyed for

cultural resources, Oregon SHPO records indicate a low archaeological site density on parcels of land that have been previously surveyed within approximately one mile of the Project Parcel. *See* Application Appendix M (Cultural Resources Desktop Report).

Goal 6 (Air, Water, and Land Resources Quality) addresses the quality of air, water, and land resources. In the context of Comprehensive Plan Amendments, a local government complies with Goal 6 by explaining why it is reasonable to expect that the proposed uses authorized by the plan amendment will be able to satisfy applicable federal and state environmental standards, including air and water quality standards. The project will require air and wastewater permits from the Oregon DEQ and must meet applicable state and federal permitting requirements prior to construction and operation.

The uses authorized by the requested plan amendments should not create noise that differs from the types of energy facility- and farm-related noise already in the area. The project would contribute to ambient noise levels with similar equipment such as, generators, cooling towers, and transformers. The location of these industrial uses in very close proximity to each other is appropriate and are not anticipated to a significant adverse impact noise sensitive receptors . Notably, there are no “Noise Sensitive Properties” or “Quiet Areas” pursuant to OAR 340-035-0015, in the vicinity of the project parcel.

Statewide Planning Goal 9 Economy

Goal 9 requires local governments to provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens to adopt comprehensive plans and policies. Goal 9 is a directive to the County to ensure that the local plans address economic development opportunities, land supply for industrial and commercial uses, and address economic projections among other things. As discussed above, the project promotes and furthers the County’s Goal 9 policies

Statewide Planning Goal 11 Public Facilities and Services

Goal 11 requires local governments to plan and develop a timely, orderly, and efficient arrangement of public facilities and services. The goal provides that urban and rural development "be guided and supported by types and levels of services appropriate for, but limited to, the needs and requirements of the urban, urbanizable, and rural areas to be served." The Public Facilities Planning Rule, OAR 660, Division 11, implements Goal 11. Applicant seeks an exception to Goal 11 to allow the possible extension of water service from the Port of Morrow to the project parcel. No extension of public sewer services or facilities are proposed.

Statewide Planning Goal 12: Transportation

Goal 12 requires local governments to "provide and encourage a safe, convenient and economic transportation system." Goal 12 is implemented through the Transportation Planning Rule, OAR 660, Division 12. Goal 12 requires, among other things, that the County’s Transportation Plan facilitate the flow of goods and services, so as to strengthen the local and regional economy. The Project supports this goal and will produce substantial economic benefits, see Application Appendix G for an analysis of economic impacts. Other requirements include the encouragement of multi-modal transportation, avoidance, and minimization of reliance on one mode of transportation, and consideration of the transportation disadvantages and justification for the

project's compliance and requests are set out in the goal exceptions analysis included in this application.

OAR 660-012-0060 provides that where a plan amendment would significantly affect an existing or planned transportation facility, measures must be taken to assure that the allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. The Applicant completed a Traffic Impact Analysis (TIA) in July 2022. The TIA provides guidance on traffic impacts and mitigation measures (if applicable) associated with Project-related impacts, see Application Appendix I.

The following project-specific results, as identified in the TIA, address criteria outlined in the Transportation Planning Rule:

- The proposed MG Zone will not require or result in any changes to the functional classification of any transportation facility in the vicinity of the Project Parcel.
- The proposed MG Zone will not require changes to the standards that implement the functional classification system.
- The proposed MG Zone would result in future traffic volumes that remain consistent with the functional classifications of the roadways in the study area.
- The proposed MG Zone would not degrade operations of the study intersections below adopted performance targets.

Based on the results of the TIA, the proposed project and MG zone change are not expected to result in a significant effect on the surrounding transportation network or require offsite mitigation.

Statewide Planning Goal 13 Energy Conservation

Goal 13 directs cities and counties to manage and control land and uses developed on the land to maximize the conservation of all forms of energy, based on sound economic principles. The proposed amendments will help conserve energy by consolidating and co-locating the proposed industrial use area near an existing industrial use (the Carty site) and existing transmission infrastructure, thereby reducing the amount of automobile and truck trips required to serve and maintain the area.

Statewide Planning Goal 14 Urbanization

Goal 14 requires counties and cities to estimate future growth and needs for land and then plan and zone enough land to meet those needs. Specific to this application, Goal 14 prohibits urban uses on rural lands and in order to locate urban uses on rural lands, local governments either must expand their UGBs to include the subject property or take a Goal 14 exception. Applicant seeks a Goal 14 exception to allow the industrial use of the Project Parcel.

VI. CONCLUSION

Approved with conditions as set forth in the adopting ordinance.

Dated this 20th day of September 2023.

**BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

**Memorandum**

To	Rowan Percheron LLC
From	ERM
Date	May 7, 2023
Reference	Percheron Data Center Project, Morrow County, Oregon
Subject	Alternatives Analysis to Support Goal Exceptions Request

INTRODUCTION

Goal 2, Part II(c) requires that an applicant demonstrate that “areas that do not require a new exception cannot reasonably accommodate the use.” The elements of the required alternatives analysis are set out in Oregon Administrative Rules (OAR) 660-004-0020(2)(b)(A)-(C).¹ Rowan Percheron, LLC (Applicant) performed an alternatives analysis with a study area that included the entire area of Umatilla and Morrow Counties, a region that has seen recent growth in significant cloud infrastructure presence. Applicant first identified siting criteria for the minimum requirements necessary for a site to reasonably accommodate the proposed Percheron Data Center (data center or Project). Applicant then applied the siting criteria to land within Umatilla and Morrow Counties to identify sites that could reasonably accommodate the proposed data center without requiring a new goal exception. The results of the analysis show that there are no available sites in Umatilla or Morrow Counties that meet the Project’s defined siting criteria and would not require a new goal exception.

SUMMARY OF APPLICANT’S SITING CRITERIA

Applicant identified eight siting criteria for selecting a viable site for the proposed data center. These siting criteria account for locational, infrastructural, and physical parameters, as well as economic factors affecting the viability of a potential project. These criteria reflect the relevant factors, including economic, for determining that the proposed data center cannot be reasonably accommodated in other areas.²

The eight siting criteria are listed below. No one siting criteria is determinative in site selection; each factor into whether a potential site is reasonable to accommodate the proposed data center.

1. Access to Electrical Infrastructure and Power Availability
2. Water Supply and Discharge

¹ Note that OAR 660-014-0040 also requires than an applicant consider alternatives to satisfy Goal 2, Part II(c), showing that “the proposed urban development cannot be reasonably accommodated in or through expansion of existing [UBG] boundaries or by intensification of development in existing rural communities.” Applicant maintains that alternatives analysis for purposes of OAR 660-014-0040(2)(a) requires the same analysis as OAR 660-004-0020(2)(b)(A)-(B). Therefore, or purposes of this application, Applicant relies on the proposed findings under OAR 660-004-0020(2)(b)(A)-(C) to meet both alternatives analysis requirement in Goal 2, Part II(c).

² See OAR 660-004-0020(2)(b)(B).

3. Land Characteristics
4. Environmentally Sensitive Resources and Protected Areas
5. Road Access
6. Fiber Network Connectivity
7. Land Use and Zoning
8. Financial Feasibility

DESCRIPTION OF APPLICANT'S SITING CRITERIA

1. **Access to Electrical Infrastructure and Power Availability.** The proposed data center requires considerable electrical power and power reliability. Key siting considerations related to power delivery include:
 - a. Proximity to existing infrastructure to minimize impacts and reduce project costs. Only lands directly adjacent or with clear access (e.g., via a transmission easement) to an existing electrical infrastructure (e.g., substation or high-voltage transmission line) were assessed as reasonable alternatives.
 - b. A viable site required electrical infrastructure (i.e., transmission lines and a substation) with available load capacity of at least 200 megawatts (MW).
 - c. Power needed to be available and delivered at high voltages (138 kilovolt [kV] or higher) due to the power use of the proposed data center and electrical pricing.
 - d. Power needed to be available and delivered to a site within 24–36 months of the initial load interconnection application.
 - e. System upgrades to provide the requested power load needed to be economically feasible for the Project.
2. **Water Supply and Discharge.** The proposed data center requires water supply and sufficient land to manage industrial wastewater onsite or have access to a municipal sanitary system. Applicant considered sites that could be served by private infrastructure, as well as municipal infrastructure. Key siting considerations related to water supply and discharge include:
 - a. Either location within the service territory of a municipal utility with sufficient capacity to service the needs of the Project or the potential for financially feasible upgrades to service the Project.
 - b. Alternatively, feasibility for private onsite wells and wastewater treatment facilities to be permitted and constructed.
3. **Land Characteristics.** The proposed data center requires a particular parcel size and topography. Key siting considerations related to land include:
 - a. A site with a minimum of 200 contiguous acres (about 0.5 to 1.0 acre per MW is required in order to accommodate the proposed Project's infrastructure).
 - b. A vacant undeveloped site.
 - c. Sites could include more than one parcel as long as contiguous.
 - d. Topography needed to be less than 15 percent slope to minimize grading.

4. **Environmentally Sensitive Resources and Protected Areas.** Applicant seeks to avoid sensitive biological, water, and cultural resources, as well as areas that are potentially contaminated or under legal protection or conservation. Key siting considerations related to environmentally sensitive resources and protected areas include:
 - a. A site must have approximately 200 acres that are unconstrained by sensitive resources. Avoiding sensitive reasons minimizes adverse environmental impacts and streamlines permitting.
 - b. A site must be permittable within 1 year or less to meet the Applicant's commercial operation date.
 - c. Contaminated sites with potential remediation liabilities may be viable in some circumstances, but are generally less desirable for Project siting.
5. **Road Access.** Applicant requires that a site be located within 100 feet or less of public right-of-way access to allow for direct or near direct access to the site and avoid construction of new access roads.
6. **Fiber Network Connectivity.** The proposed data center requires reasonable access to multiple long-haul fiber lines with available capacity to service the data center's communication needs. Key siting considerations for fiber network connectivity include:
 - a. Fiber network with an available capacity must be available regionally.
 - b. Fiber network connectivity to the site must be feasible via easements.
 - c. Fiber network providers must be willing and able to meet the Project's needs within 12 months of the service request.
7. **Land Use and Zoning.** Applicant requires that the proposed data center be located on land zoned for data center use, as a permitted or conditional use or that there be a viable pathway for rezoning a site.
8. **Financial Feasibility.** While not determinative, Applicant requires that costs for land, energy, water, fiber easements, grading, and environmental mitigation be aligned with the financial feasibility goals for the Project.

ALTERNATIVES ANALYSIS METHODOLOGY

Applicant evaluated sites within Umatilla and Morrow Counties between 2020 and early 2021. The process involved many months of interactions and inquiries with local utilities, landowners, and other stakeholders to assess viability against the siting criteria.

Applicant first evaluated the possibility of siting the Project on non-resource lands within the Urban Growth Boundaries (UGBs) of Umatilla and Morrow Counties. Applicant then evaluated the possibility of siting the Project outside the UGB, but within zones where a data center may be allowed, specifically Rural Light Industrial Zone (RLIZ), Limited Rural Light Industrial Zone (LRLIZ), and Heavy Industrial (HI) for Umatilla County and General Industrial (MG), Port Industrial Zone (PI) and Airport Light Industrial Zone (ALI) for Morrow County. Based on this review, no reasonable alternative sites were identified in either the UGB areas or zones allowing a data center. The identified sites did not meet the siting criteria with the main constraints being lands already

developed with another use, availability of existing transmission infrastructure and capacity, topography, and land availability (e.g., willing landowner). Table 1 details the analysis of the siting criteria, describes why these sites failed to satisfy the siting criteria, and therefore, were not reasonable alternatives.

Applicant next assessed other non-resource lands in Umatilla and Morrow Counties that may have required a zone change, but would not require a goal exception. As described further in Table 1, there were available sites that met some of the siting criteria, but ultimately, none of the identified sites were reasonable alternatives because they failed to satisfy the siting criteria, with the main constraints being availability of transmission capacity and land characteristics.

Lastly, Applicant evaluated Exclusive Farm Use (EFU)-zoned sites against the siting criteria that would require a goal exception. Of these sites, the main constraints were land characteristics, sensitive resources, and financial feasibility, with the exception of the Project Parcel that met all siting criteria except for being zoned to allow a data center and requiring an exception.

RESULTS OF ALTERNATIVES ANALYSIS

Applying the siting criteria and methodology described above, Applicant considered over 10 sites for the proposed data center. Applicant selected the Project Parcel for the proposed data center because it met all the siting criteria except for Criteria 7, Land Use and Zoning. The key siting considerations for Applicant in selecting the Project Parcel is its proximity to existing transmission infrastructure at the Portland General Electric (PGE) Carty Generating Station and Reservoir (Carty site); the existing high-voltage transmission line right-of-way adjacent to the Project Parcel along Tower Road that provides direct access to the existing transmission infrastructure at the Carty site; the ability of the electrical service provider to provide the required power for the Project; and the lack of sensitive resources within a large portion of the Project Parcel, including unproductive, unfarmed land. In addition, the Project Parcel has existing public access, its relatively flat to minimize grading and ground disturbance, and is of adequate size to manage all stormwater and industrial wastewater management onsite.

TABLE

Table 1 Alternatives Analysis

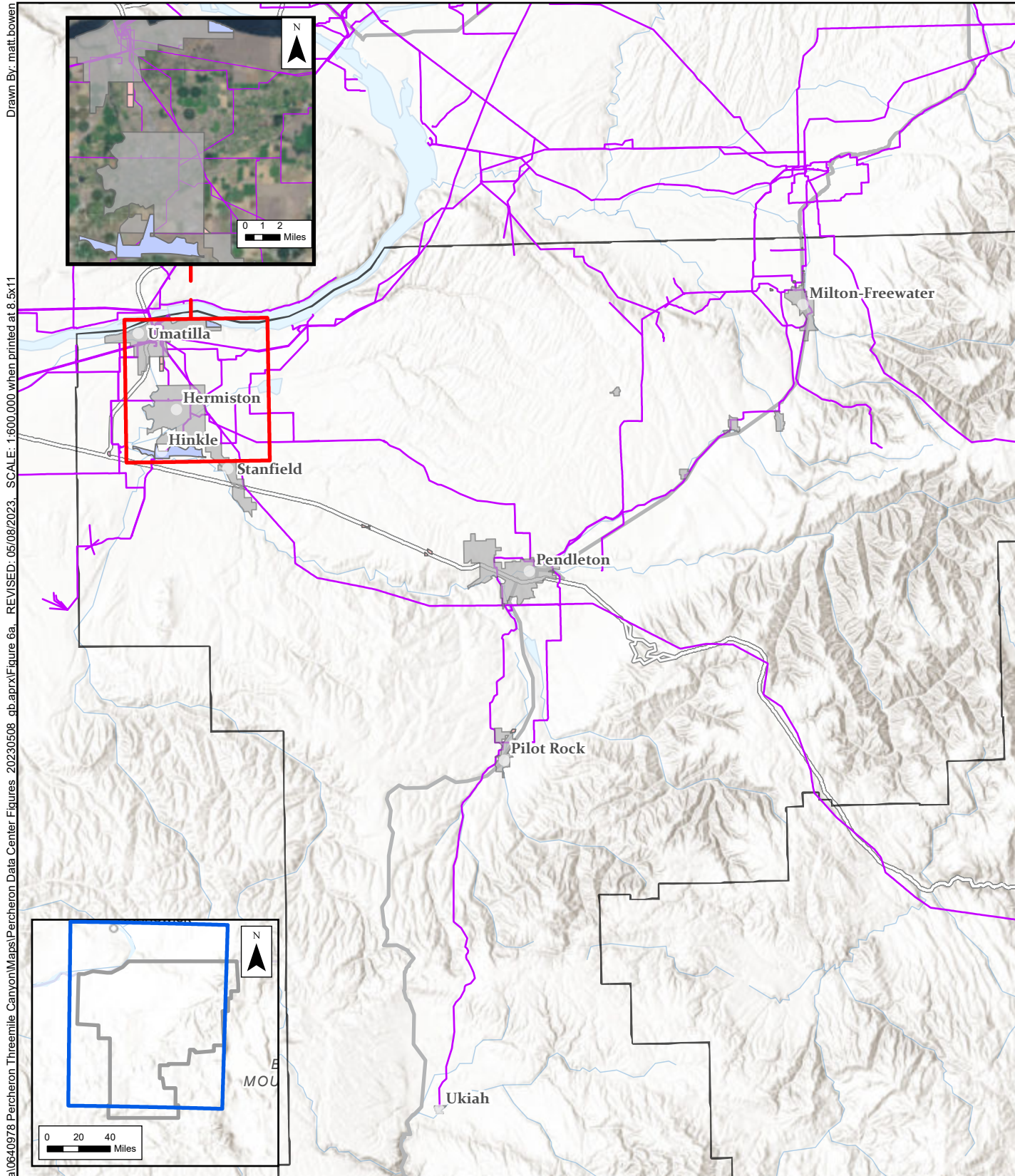
Alternatives Sites Considered	Distance from Selected Site (miles)	Jurisdiction	Zoning	Within or Distance to UGB	Zoning of Adjacent Lands	Criteria Assessment	Conclusion
Overarching Assessment: Umatilla County UGBs	25-30	Umatilla County	Various	Within	Various	As shown on Figure 1a, UGBs within Umatilla County are either already occupied or lack suitable electrical infrastructure. Specifically, Hermiston and Hinkle are already saturated with developments, whereas Stanfield lacks available transmission capacity and Pendleton is too far to be a commercially viable (e.g., no market) fiber network.	Criteria 1, 3, and 6 not met
Overarching Assessment: Umatilla County RLIZ, LRLIZ, HI Zones	25	Umatilla County	RLIZ, LRLIZ, HI	0-1 miles	Various	Figure 1a shows the limited areas that fall within the zones that allow data centers to be permitted outright. All of these zoned areas are already occupied with existing infrastructure.	Criteria 3 not met
Overarching Assessment: Umatilla County Non-resource Lands	20+	Umatilla County	Various	Various	Various	Areas outside of the UGBs and permitted zones, but not requiring a Goal 3 exception, were analyzed and deemed not to have available electrical infrastructure or meet the landowner and land requirements of Criteria 4.	Criteria 1 and 3 not met
Overarching Assessment: Morrow County UGBs	12 -20+	Morrow County	Various	Within	Various	As shown on Figure 1b, UGBs to the north within Boardman and Irrigon, Oregon, are already occupied. UGBs to the south do not meet requirements related to available transmission capacity and topography.	Criteria 1 and 3 not met
Overarching Assessment: Morrow County MG, PI, ALI Zones	0.27 - 20	Morrow County	MG, PI, ALI	0 – 20 miles	Various	No undeveloped, vacant land available that meets the size requirements of Criteria 3. See relevant zones on Figure 1b.	Criteria 3 not met
Overarching Assessment: Morrow County Non-resource Lands	5+	Morrow County	Various	Various	Various	Areas outside of the UGBs and permitted zones, but not requiring a Goal 3 exception, were analyzed and deemed not to have available electrical infrastructure or meet the landowner and land requirements of Criteria 4.	Criteria 1 and 3 not met
Alternative 1a: Carty Generating Station	0.24	Morrow County	MG	12 miles	MG	Land already occupied by a generating station.	Criteria 3 not met
Alternative 1b: Carty Open Space/BCA	0.40	Morrow County	EFU	10 miles	EFU, MG	Landowner not interested in selling or leasing property and partially within the BCA or slated for future 50-megawatt solar development.	Criteria 3 not met
Alternative 2: Umatilla Army Depot	20	Umatilla County	UDM, DI-U	3 miles	EFU, LI	No available power capacity within criteria distance. Also, concern with prior uses and potential contamination.	Criteria 1 and 3 not met
Alternative 3: Pedro Land Company	28	Umatilla County	EFU-40	3 miles	LI	Site was previously under control with landowner in 2020/2021, though power analysis determined that interconnection would be too costly and not arrive within the Project's schedule. Also zoned agriculture.	Criteria 1 and 8 not met
Alternative 4: JR Simplot Property	28	Umatilla County, Hinkle area	HI, EFU	Directly adjacent	DI-U, EFU, LI	Adjacent to the Calpine Power Facility in Hinkle, and it was assumed power would be available. However, the owner was not interested in selling or leasing the parcels. There were also substantial wetlands and floodplains encumbering the site.	Criteria 3 and 4 not met
Proposed Sites: Selected Alternative	0	Morrow County	EFU	12 miles	EFU, MG, SAI	Adjacent to electrical infrastructure that meets all elements of Criteria 1 and 2. Threemile Canyon Farms is willing to sell land. Land was never farmed, grazed, or irrigated. Outside of the BCA and able to meet sizing criteria, while avoiding wetlands and floodplain. Existing fiber back haul accessible from site. Access to site through Tower Road. Parcel zoned EFU though surrounded by MG and SAI uses, including the Carty Generating Station.	Meets all siting criteria except for 7 (the subject of this application)

Notes:

- Airport Light Industrial Zone (ALI)
- Boardman Conservation Area (BCA)
- Depot Industrial (DI-U)
- Heavy Industrial (HI)
- Exclusive Farm Use (EFU)
- General Industrial (MG)
- Light Industrial (LI)
- Limited Rural Light Industrial Zone (LRLIZ)
- Port Industrial Zone (PI)
- Rural Light Industrial Zone (RLIZ)
- Military (UDM)
- Urban Growth Boundaries (UGBs)

FIGURES

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- Existing Transmission Infrastructure
- Umatilla County Boundary
- Urban Growth Boundary
- Zoning**
- Rural Light Industrial Zone
- Limited Rural Light Industrial Zone
- Heavy Industrial

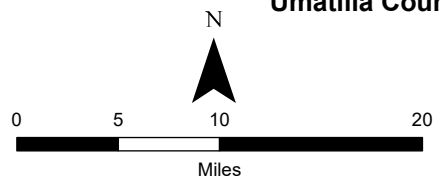
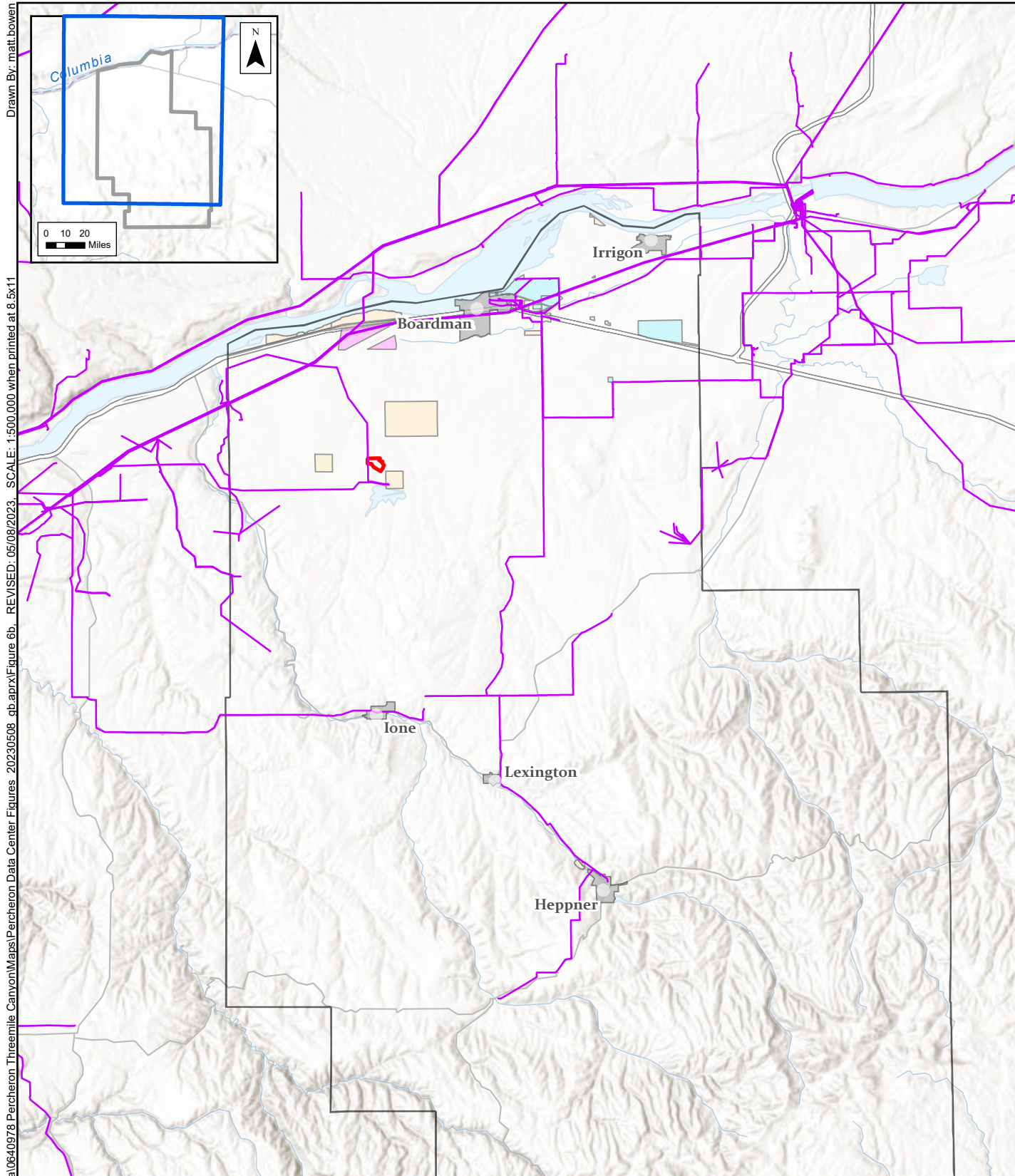


Figure 6a
Umatilla County UGB and Permittable Zones
 Percheron Data Center
 Rowan Green Data, LLC
 Umatilla County, Oregon

Source: Esri - World Topographic Map; NAD 1983 2011 StatePlane Oregon North FIPS 3601 Ft Intl



Drawn By: matt.bowen
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- Existing Transmission Infrastructure
- Project Parcel
- Morrow County Boundary
- Urban Growth Boundary
- Boardman Bombing Range
- Zoning**
- General Industrial Zone
- Port Industrial Zone
- Airport Light Industrial Zone

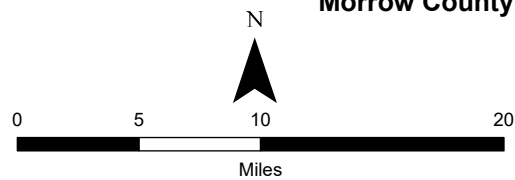
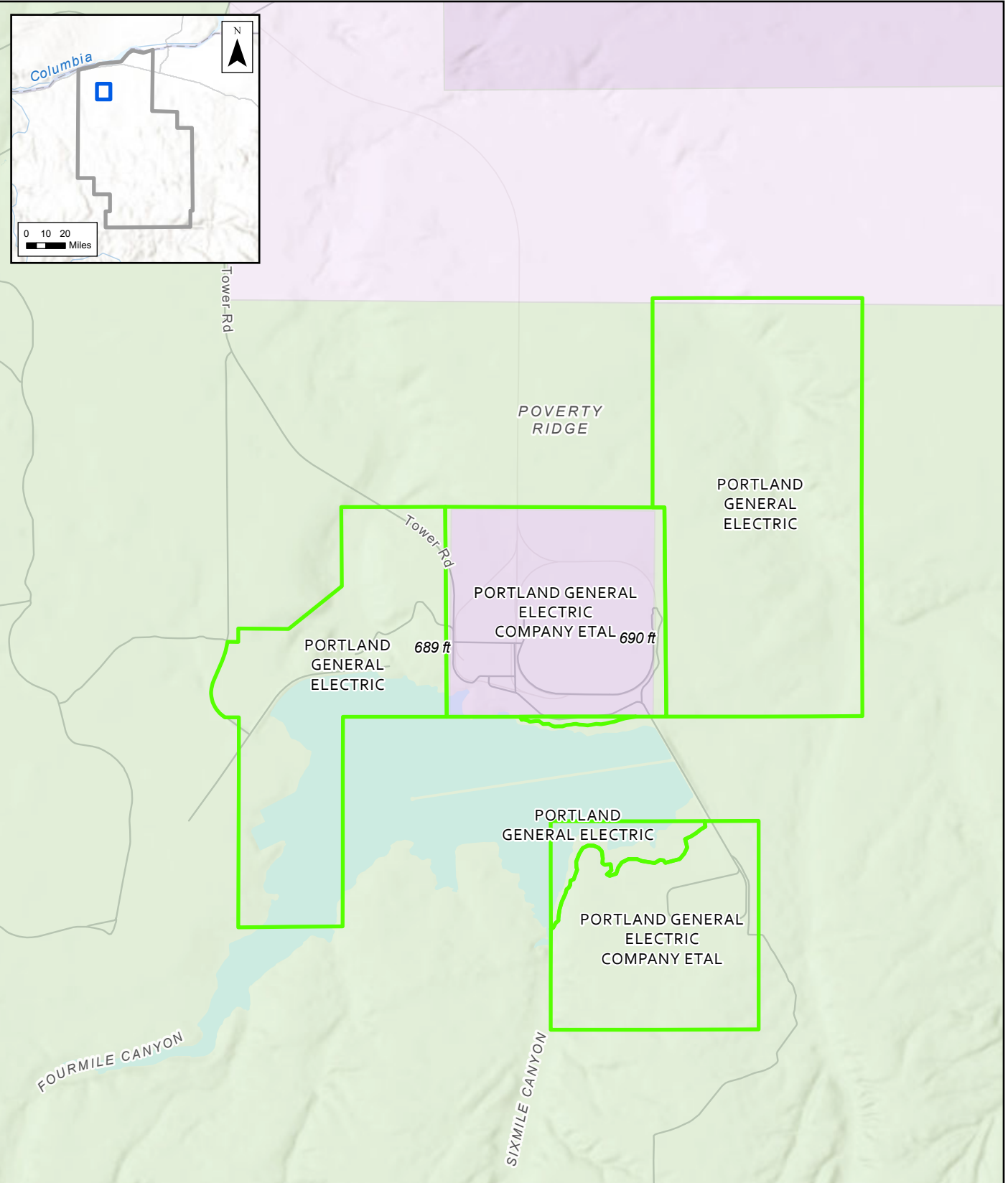


Figure 6b
Morrow County UGB and Permittable Zones
 Percheron Data Center
 Rowan Green Data, LLC
 Morrow County, Oregon

Environmental Resources Management
www.erm.com

Source: Esri - World Topographic Map; NAD 1983 2011 StatePlane Oregon North FIPS 3601 Ft Intl

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 Drawn By: matt.bowen



- Alternative Site 1
 - Urban Growth Boundary (Nearest - 12.7 miles)
- Zoning**
- Exclusive Farm Use
 - General Industrial
 - Space Age Industrial

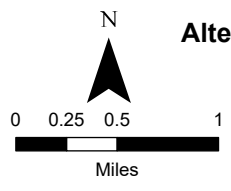
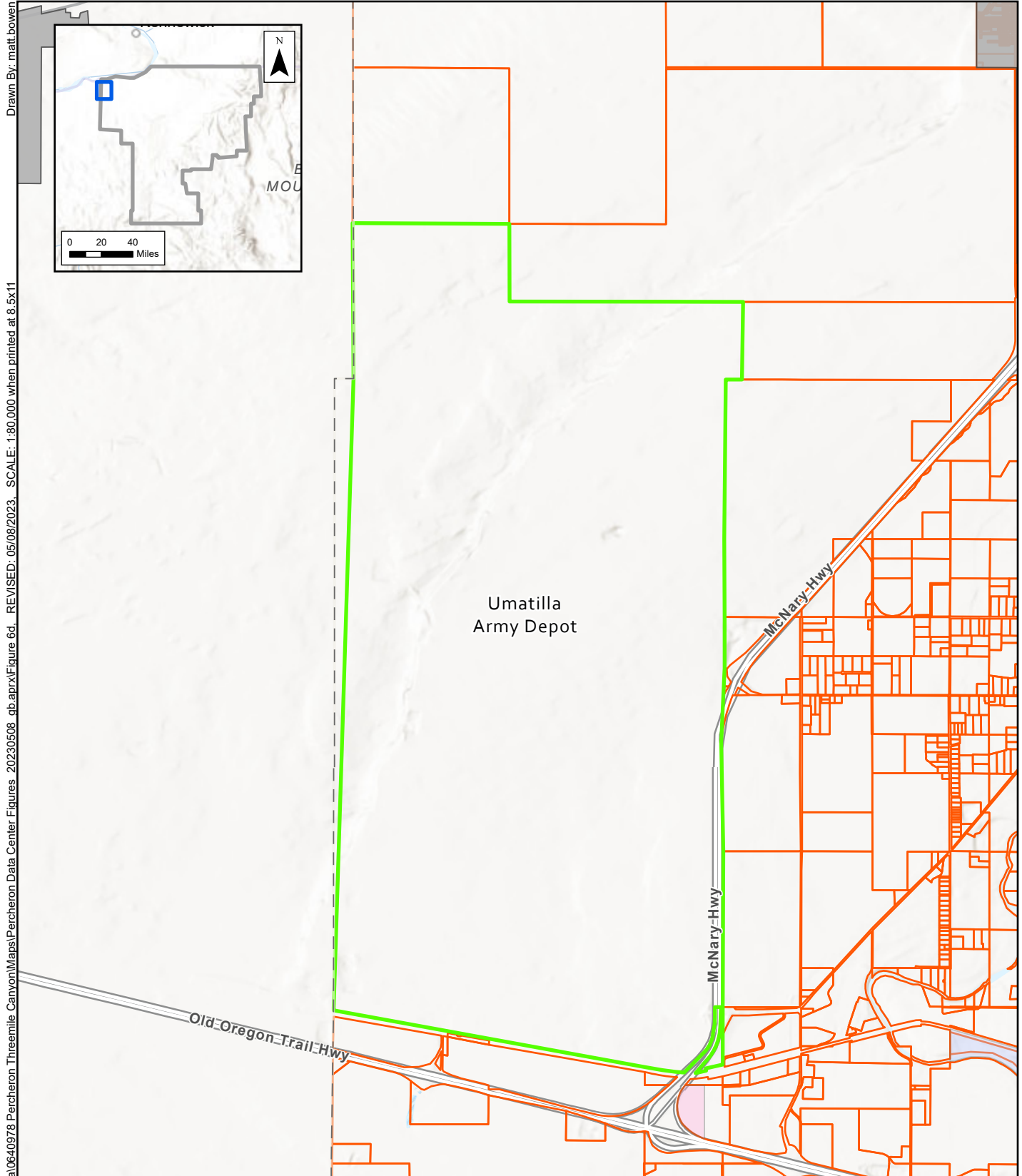


Figure 6c
Alternative Sites Considered
Alternative Site 1: Carty Generating Station
 Percheron Data Center
 Rowan Green Data, LLC
 Morrow County, Oregon

Source: Esri - World Topographic Map; WGS 1984 Web Mercator Auxiliary Sphere

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- Alternative Site 2
 - Urban Growth Boundary (Nearest - 3.1 miles)
- Zoning**
- Limited Rural Light Industrial Zone
 - Heavy Industrial

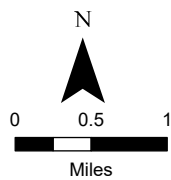
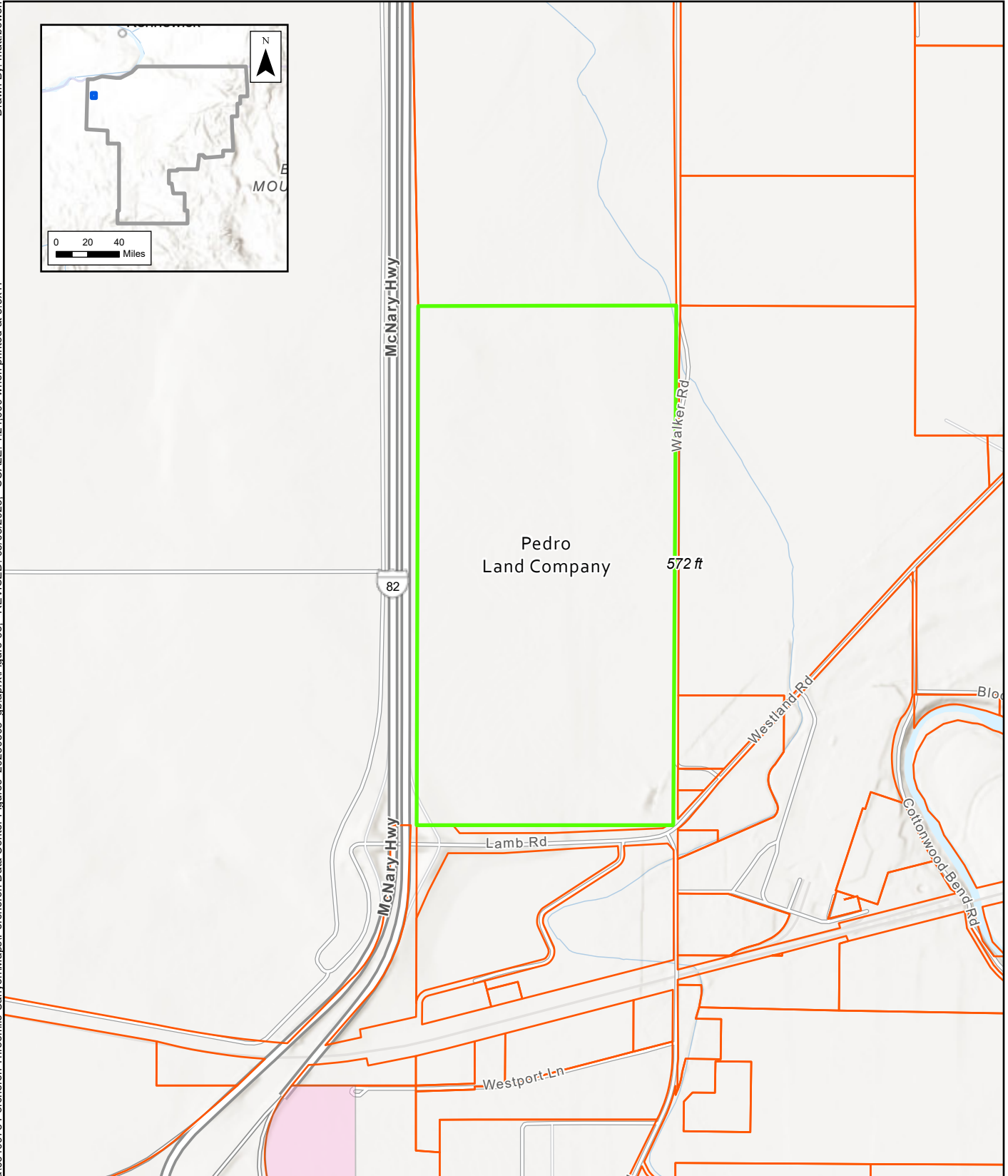
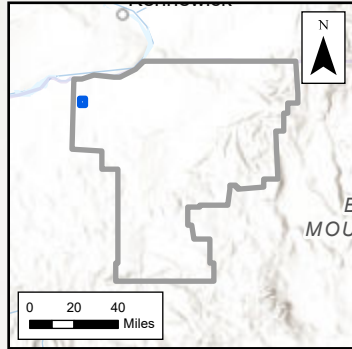


Figure 6d
Alternative Sites Considered
Alternative Site 2: Umatilla Army Depot
 Percheron Data Center
 Rowan Green Data, LLC
 Umatilla County, Oregon

Environmental Resources Management
www.erm.com

Source: Esri - World Topographic Map; WGS 1984 Web Mercator Auxiliary Sphere



- Alternative Site 3
 - Urban Growth Boundary (Nearest - 2.8 miles)
- Zoning**
- Limited Rural Light Industrial Zone

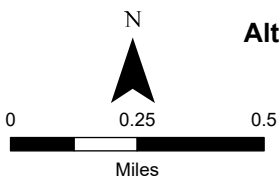
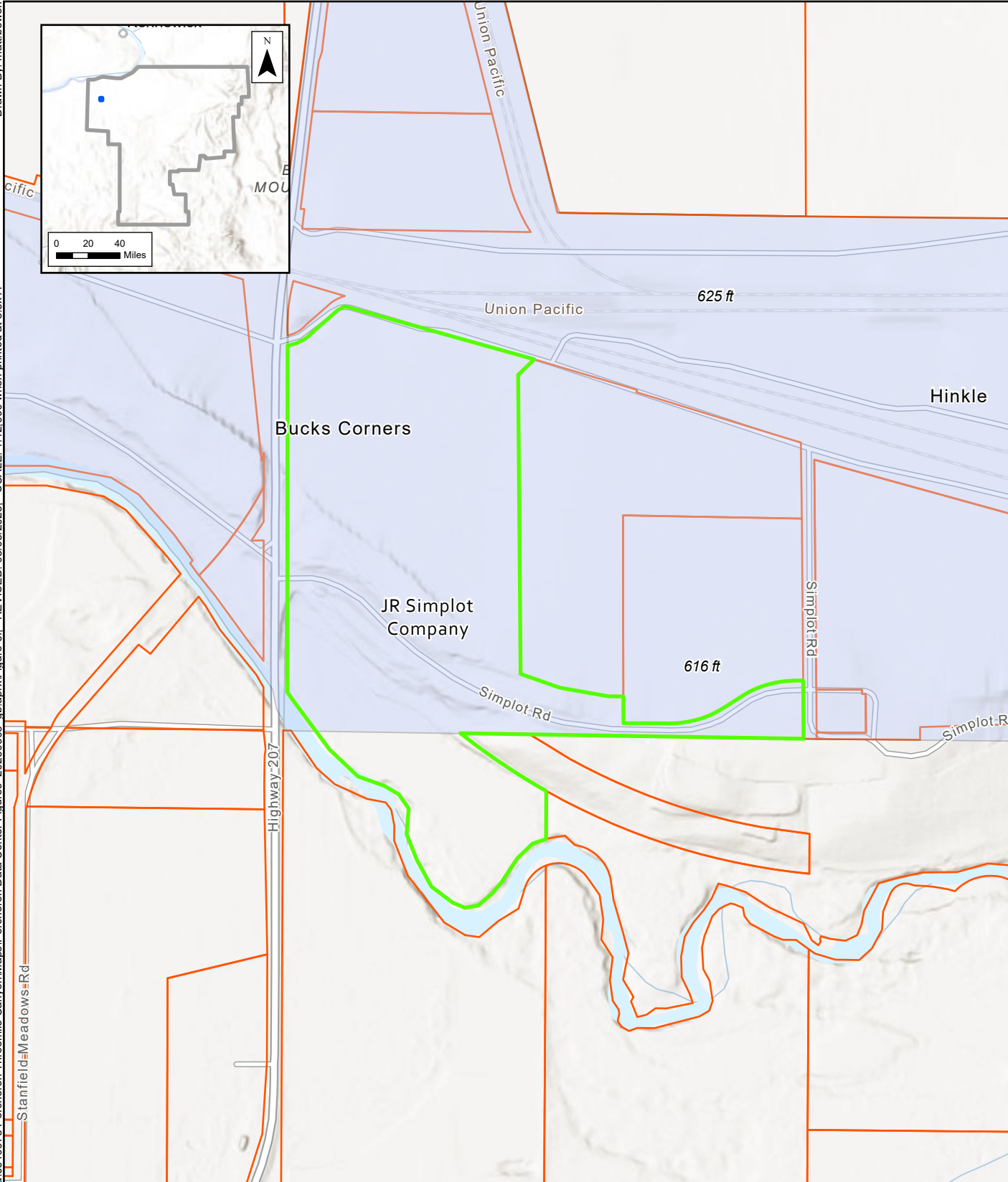
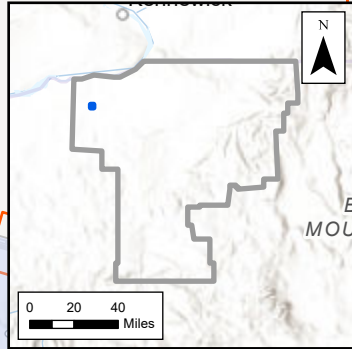





Figure 6e
Alternative Sites Considered
Alternative Site 3: Pedro Land Company
 Percheron Data Center
 Rowan Green Data, LLC
 Umatilla County, Oregon

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Drawn By: matt.bowen



-  Alternative Site 4
-  Urban Growth Boundary (Nearest - 0.9 miles)
- Zoning**
-  Heavy Industrial

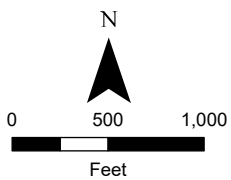


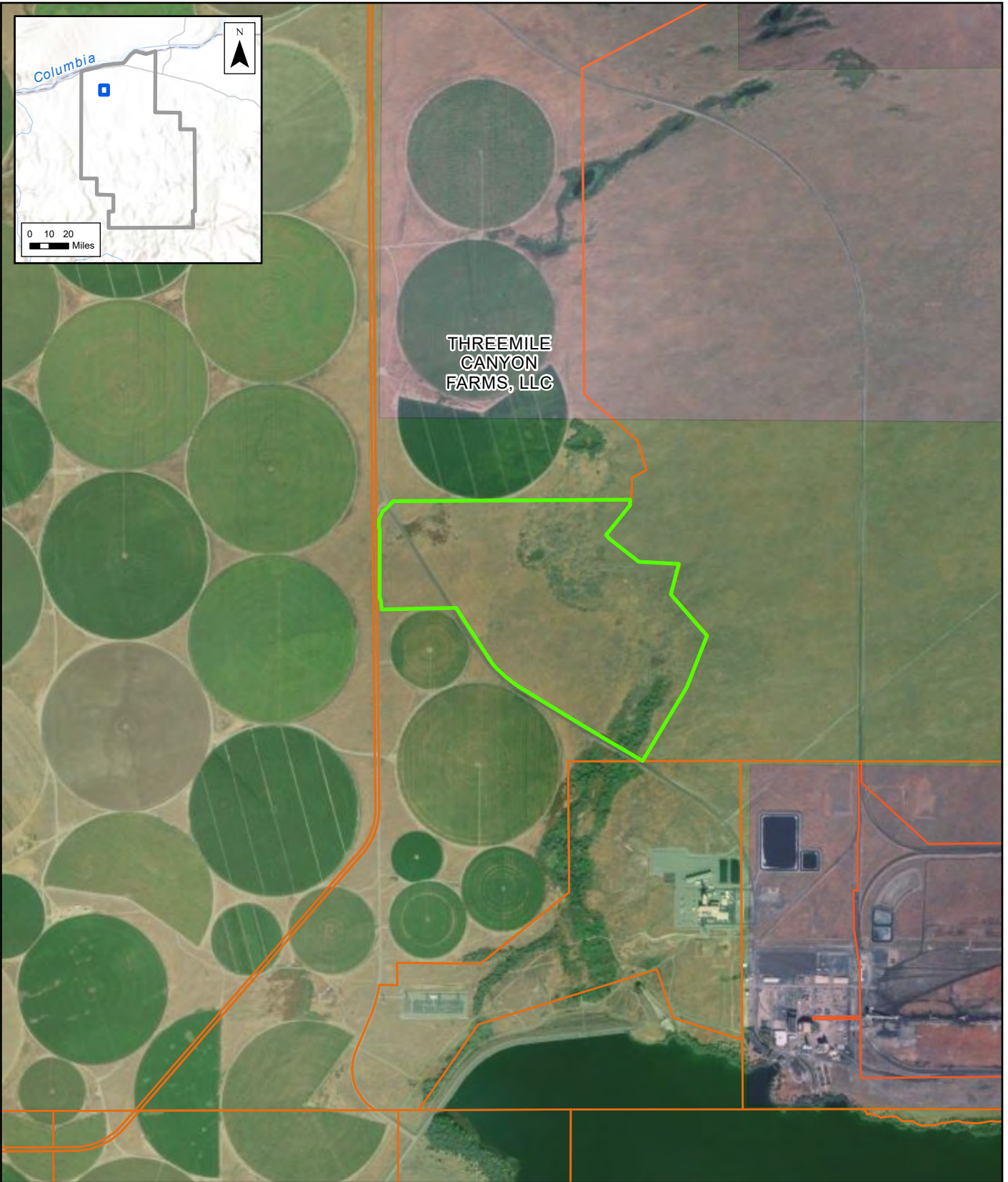
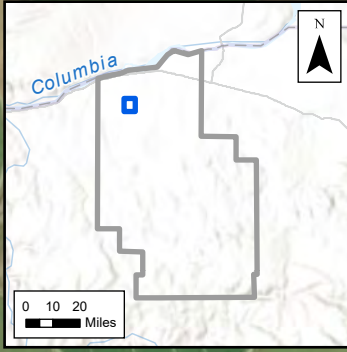
Figure 6e
Alternative Sites Considered
Alternative Site 4: JR Simplot Property
 Percheron Data Center
 Rowan Green Data, LLC
 Umatilla County, Oregon

Environmental Resources Management
 www.erm.com


Source: Esri - World Topographic Map; WGS 1984 Web Mercator Auxiliary Sphere

Drawn By: matt.bowen

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- Project Site
 - Urban Growth Boundary (Nearest - 13.0 miles)
- Zoning**
- Exclusive Farm Use
 - General Industrial
 - Space Age Industrial

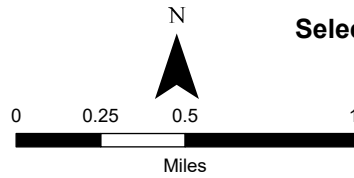


Figure 6g
Alternative Sites Considered
Selected Site: Threemile Canyon Farms
 Percheron Data Center
 Rowan Green Data, LLC
 Morrow County, Oregon

Environmental Resources Management
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Source: Esri - World Topographic Map; WGS 1984 Web Mercator Auxiliary Sphere

**Memo**

To	Rowan Percheron Team
From	ERM
Date	18 July 2023
Reference	Percheron Data Center Project, Morrow County, Oregon
Subject	Land Use and Zoning Addendum to Alternatives Analysis to Support Goal Exceptions Request

1. INTRODUCTION

Goal 2, Part II(c) requires that an applicant demonstrate that “areas that do not require a new exception cannot reasonably accommodate the use.” The elements of the required alternatives analysis are set out in Oregon Administrative Rules (OAR) 660-004-0020(2)(b)(A)1. Rowan Percheron, LLC (Applicant) performed an alternatives analysis with a study area that included the entire area of Umatilla and Morrow Counties, a region that has seen recent growth in significant cloud infrastructure presence. Applicant first identified siting criteria for the minimum requirements necessary for a site to reasonably accommodate the proposed Percheron Data Center (data center or Project). Applicant then applied the siting criteria to land within Umatilla and Morrow Counties to identify sites that could reasonably accommodate the proposed data center without requiring a new goal exception. The results of the analysis show that there are no available sites in Umatilla or Morrow Counties that meet the Project’s defined siting criteria and would not require a new goal exception.

In the Alternative’s Analysis (**Appendix D**, Application) the Applicant identified eight siting criteria for selecting a viable site for the proposed data center. Land Use and Zoning are an integral part of the Alternatives Analysis and should be described in sufficient detail to support the decisions and conclusions of the Applicant. ERM provides the below and attached in support of the Alternatives Analysis, specific to Land Use and Zoning.

1.1 Morrow County Zoning Districts

The Applicant evaluated the possibility of siting the Project outside the Urban Growth Boundary (UBG), but within zones where a data center may be allowed, such as industrial or commercial zones, specifically General Industrial (MG), Port Industrial Zone (PI) and Airport Light Industrial Zone (ALI) for Morrow County. A Data Center use is permitted outright in Morrow County’s General Industrial Zone (MG Zone) and Airport Light Industrial Zone (ALI) and permitted with a zoning permit in Port Industrial Zone (PI). Although data centers are listed as permitted uses, the County does not have specific siting criteria or development standards included in the Morrow County Zoning Ordinance (MCZO), only a definition of the term “data center” in MCZO

¹ Note that OAR 660-014-0040 also requires than an applicant consider alternatives to satisfy Goal 2, Part II(c), showing that “the proposed urban development cannot be reasonably accommodated in or through expansion of existing [UBG] boundaries or by intensification of development in existing rural communities.” Applicant maintains that alternatives analysis for purposes of OAR 660-014-0040(2)(a) requires the same analysis as OAR 660-004-0020(2)(b)(A)-(B). Therefore, for purposes of this application, Applicant relies on the proposed findings under OAR 660-004-0020(2)(b)(A)-(C) to meet both alternatives analysis requirement in Goal 2, Part II(c).

1.030. Data centers are listed as a conditional use only in the Umatilla Army Depot Military (UADM) Zone. Finally, the Space Age Industrial (SAI) zone allows many industrial, utility, and other emerging uses but does not allow for a data center use. All other Morrow County Zoning Districts and Overlay Zones do not provide for data centers as a permitted or conditional use.

Table 1 Morrow County Zoning Districts- Data Center Use Table

Use	Permitted Outright	Permitted with a Conditional Use Permit	Prohibited/ Not Allowed*
Data Center	<ul style="list-style-type: none"> ■ MG Zone ■ PI Zone ■ ALI Zone 	<ul style="list-style-type: none"> ■ UADM Zone 	<ul style="list-style-type: none"> ■ SAI Zone ■ AI Zone ■ AA Zone ■ AH Zone ■ EFU Zone ■ FR-2 Zone ■ FU Zone ■ CG Zone ■ RRI Zone ■ RLI Zone ■ RR-1 Zone ■ RSC Zone ■ SF-40 Zone ■ SR-2A Zone ■ SR Zone ■ TC Zone ■ UDWH Zone ■ UMCD PI Limited Use Overlay Zone

*Note: All other zoning districts data centers are not listed or the district or overlay zone is not applicable.

1.2 Port Industrial (PI)

A data center can be permitted in the Morrow County PI Zone with a zoning permit. Per section 3.073 of the MCZO the purpose of the PI Zone is:

The PI zone is intended to regulate development at portions of the Port of Morrow Industrial Park and other appropriate locations. The zone is intended to provide for port-related industrial uses and be an industrial sanctuary, limiting commercial uses to those appropriate and necessary to serve the needs of the workers employed within the zone. (MC OR-2014-1)

The Applicant evaluated the PI zoned areas of Morrow County during its siting and evaluation process as part of its Overarching Assessment of permitted zones, inclusive of the PI zoned parcel adjacent to the Morrow County UADM Zone (Umatilla Ordinance Depot; *UADM discussed separately in section 1.3 below*) and determined the parcel available would not meet the siting and development requirements. In addition to the description provided in **Appendix D** of the Application, the Applicant offers the below in additional support:

- The availability of power capacity and electrical service sufficient to meet the Project need was not and is not currently available;
- Clear title, required for the purchase of the property, was not available and was only recently acquired by the current landowner; and
- Number of buildable acres was not sufficient for the design parameters typical to data centers.

1.3 Umatilla Army Depot Military (UADM) Zone

As stated above, a data center can be permitted in the Morrow County UDAM Zone with a Conditional Use Permit (CUP). Per MCZO 3.074, the purpose of the UADM Zone is to “recognize the area in the Morrow County portion of the Army Depot that will be utilized by the National Guard Bureau (NGB), Oregon National Guard (ONG) and the Oregon Military Department (OMD).” The Applicant evaluated both the Morrow County and Umatilla County portions of area zoned UADM in Morrow County and DI-U in Umatilla County, known as “Umatilla Ordinance Depot,” for feasibility and potential siting of a data center. The Applicant evaluated the Umatilla Ordinance Depot, Alternative 2 in Appendix D, area during its siting and evaluation process and determined the parcels available would not meet the siting and development requirements. In addition to the description provided in Appendix D of the Application, the Applicant offers the below in additional support:

- The availability of power capacity and electrical service sufficient to meet the Project need was not and is not currently available;
- Clear title, required for the purchase of the property, was not available and was only recently acquired by the current landowner;
- Number of buildable acres was not sufficient for the design parameters typical to data centers; and
- The “Umatilla Ordinance Depot” is a former EPA Superfund site (EPA ID: OR6213820917) (See Criteria 4 of Alternatives Analysis which discusses contamination). The development of previously contaminated properties is a complex and protracted process; the Applicant was unable to realistically explore development within the area known as “Umatilla Ordinance Depot” based also on timing and contractual requirements to deliver the Project, as well as the financial feasibility of securing financing and insuring a previously contaminated site.

1.4 Limited Use and Overlay Zones

The Applicant's application includes a request for a Limited Use Overlay. Morrow County appears to have adopted a total of six (6) overlay zones, two (2) overlay zones are "Limited Use" (LU) zones including the UMCD PI Limited Use Overlay Zone and the Speedway Limited Use Overlay Zone (SO). The UMCD PI limited use overlay zone was developed to provide guidance on the development of the nearly nine hundred fifty-nine (959) acres of PI zoned lands. The SO limited use overlay was intended to direct development and activities related to a "a speedway." Per MCZO 3.110, the purpose of the Limited Use (LU) zone is "to limit the list of permitted uses and activities allowed in the zone to only those uses and activities which are justified in the comprehensive plan 'reasons' exception statement under ORS 197.732(1)(c)." This LU zone is also intended to address the 'reasons' exceptions pursuant to OAR 660-14-018(3). A data center use is not a permitted or conditional use in either of the currently adopted Limited Use Overlay Zones.

Per section 3.110(A) of the MCZO, the Limited Use Overlay Zone "is to be applied through the plan amendment and rezoning process at the time the primary plan and zone designation is being changed." Included in the Applicant's Alternatives Analysis Siting Criteria No.7, Land Use and Zoning, (Appendix D) the Applicant also requires "that there be a viable pathway for rezoning a site" to advance as a feasible alternative. Based on the unique characteristics of the Project parcel, the Applicant understood that there was a pathway to rezoning the Project parcel as well as a method to limit the potential impacts of the data center with an LU Overlay Zone. The intention of the overlay request is to address concerns related to the data center use and limit the uses just to what is permissible for Applicant's requested 'reasons' exception. The data center use would be limited to the minimum acres necessary to develop and operate the Project and also subject to reasonable conditions when necessary to carry out the provisions of the Comprehensive Plan and the MCZO.

2. MORROW COUNTY AMENDMENTS

Exhibit J, of the record of the June 27, 2023 Morrow County Planning Commission Public Hearing on the Applicant's Applications, includes a list of the adopted amendments to the Morrow County Zoning Map and Comprehensive Plan from 1987-2016, as well as excerpts from the 2021-2021 DLCD Farm Forest Report, both related to EFU lands. Based on Exhibit J, Morrow County has only adopted fifteen (15) amendments in the last thirty-six (36) years related to EFU zoned lands most of which occurred between 1987 and 2009. Since 2011, Morrow County has approved and adopted three (3) amendments related to EFU acreage. The number of applications which were withdrawn, denied, or overturned/ remanded was not included in Exhibit J.

In addition to the above, Exhibit J also provides data from the DLCD Farm Forest Report, which provides state-level data on farmland zone changes from 1989-2021 and forest and mixed farm-forest zone changes as well as USDA National Agricultural Statistics Service (NASS) data for Acres in Farm Use by County from 1997-2017. The DLCD Farm Forest report does not include data specific to Morrow County but according to the USDA NASS data Morrow County is ranked thirteenth for loss of farmland in across all Oregon Counties in the last two decades. In 2017, according to USDA NASS data, Morrow County had over one million acres of land in farm use. The rezoning of approximately 274 acres (Project parcel) would represent a 0.02% loss of EFU designated land in Morrow County.

3. CONCLUSIONS

A Data Center use is permitted outright in Morrow County's MG and ALI zones and permitted with a zoning permit in PI zones. Data centers are listed as a conditional use only in the UADM Zone and not permitted elsewhere in the County by either zoning permit or conditional use. The Morrow County PI zones were reviewed and evaluated during the Applicant's Overarching Assessment of permitted zones and were unable to obtain power capacity, availability clear insurable title, and insufficient buildable acreage. The available UADM zones were evaluated by the Applicant in its Alternative 2 (Appendix D) and the results were the same as for the PI zone except, the "Umatilla Ordinance Depot" is an EPA Superfund site and is currently in the process of clean up and remediation and would not be available by the date needed to begin construction and operation of the data center. Additionally, the Applicant's applications include a request for a LU Overlay Zone like the ones adopted previously in the county to address and to limit the potential impacts of the data center rezoning with an LU Overlay Zone. The intention of the overlay request is to address concerns related to the data center use and limit the uses just to what is permissible for Applicant's requested 'reasons' exception. Based on materials submitted into the record, Morrow County has only approved and adopted three (3) amendments related to EFU acreage since 2011. Additionally, according to the USDA NASS data Morrow County is ranked thirteenth for loss of farmland in across all Oregon Counties in the last two decades. Finally, in 2017, according to USDA NASS data, Morrow County had over one million acres of land in farm use. The rezoning of approximately 274 acres (Project parcel) would represent a 0.02% loss of EFU designated land in Morrow County.

Memo

To	Rowan Percheron LLC (Applicant)
From	ERM
Date	18 July 2023
Reference	Percheron Data Center Project, Morrow County, Oregon
Subject	Supplemental Analysis for Goal 14 Exception Request

**1. INTRODUCTION**

ORAR 660-004-0020(2)(a) provides the first of four standards for goal exception requests. It requires an applicant to (1) demonstrate reasons justifying why the applicable goal policies should not apply, (2) describe the amount of land for the use, and (3) explain why the use requires a location on resource land. With respect to “reasons,” justifying why the applicable policies of Goals 3, 11, and 14 should not apply to the Project Parcel, the affected Goal 3 Policy would not apply as the policy preserves agricultural lands for farm use, the affected Goal 11 Policy would not apply as the policy prohibits extension of public services to serve industrial uses on rural lands, and the affected Goal 14 Policy would not apply as the policy prohibits urban-scale uses on rural land. Reasons that can justify why the policies in Goals 3, 4, 11 and 14 should not apply can include but are not limited to findings that an urban population and urban levels of facilities and services are necessary to support an economic activity that is dependent upon an adjacent or nearby natural resource. See ORAR 660-014-0040(2). The following supplements Applicant’s earlier goal exceptions analysis and further supports Applicant’s Goal 14 Exception Request.

2. SUPPLEMENTARY ANALYSIS

The Project involves an urban-scale data center development designed to accommodate the growing need for online and data storage. The record demonstrates that the Project Parcel is located between existing industrial and utility uses, where the ‘urbanization’ would not be out of place. The record also demonstrates that industrial and utility scale development, similar to the proposed data center development, can coexisting with existing agricultural operations, as demonstrated by the existence of the Carty operations and the adjacent Threemile Canyon Farm operations. Additionally, the Project Parcel is suitable for data center use given its proximity to other critical infrastructure such as the Carty site, adjacent to an existing 230 kV transmission line ROW, and the existing electric infrastructure nearby and renewable energy resources.

The data center is a necessary supplement to other critical infrastructure in Morrow County and the surrounding area. Data centers play a fundamental role in our society and digital economy today, everything that happens online, is retained in a data center. In order to meet the rising data center and cloud storage demand needs across all sectors, the Applicant entered into an agreement with the connecting utility to provide power and electrical infrastructure to the Project Parcel.

The four essential economic activities are resource management, the production of goods and services, the distribution of goods and services, and the consumption of goods and services¹. The economic activity for Project is “resource management” which would be the housing, hosting and providing security for the data that others use for economic activities such as: public and private data storage to individuals, corporate entities for business purposes, as well as some government or international purposes. In the same way that natural resources are managed, data and information storage, generate value from the resource itself (service, subscriptions, agreements) and indirectly generate sales for companies that supply goods and services that support resource management.

The data center economic activity, resource management, is dependent on power service and capacity adjacent to the Project Parcel. The existing 230-kV transmission line right of way offers ready access to renewable energy resources in the region, which will only be enhanced by the to-be-constructed Idaho Power Boardman to Hemingway that will run along Bombing Range Road to the Longhorn Substation. The Project Parcel is adjacent to the Carty site which hosts the Carty Generating Station, a 450-MW, combined-cycle natural gas-fuelled electric generating power plant, and includes a not-yet-constructed 50-MW solar PV electric power generating unit (Carty Solar Farm) on 315 acres (0.49 square mile). Renewable energy production, such as the planned Carty solar facility and other proposed solar facilities in the region, is energy derived from natural sources that are replenished at a higher rate than they are consumed. Sunlight and wind, for example, are such sources that are constantly being replenished and although widely available require the development of infrastructure such as solar facilities to capture, use, and conserve or store those resources. Access to and adjacency of the Project to renewable energy is crucial, the use of renewable energy resources for consistent and reliable supplemental power generation will limit the Project’s power demand on existing infrastructure and support any new required transmission or distribution line upgrades or substation development required. Further, diversity in electrical load, by utilizing renewable energy, also assists utilities and communities in maintaining a stable, reliable, and affordable energy supply.

¹ Microeconomics in Context (Goodwin, et al.), 4 th Edition. 2018. Chapter 1: Economic Activity in Context. Link: https://www.bu.edu/eci/files/2019/06/MIC_4e_SSG_Ch1.pdf

**Memo**

To	Rowan Percheron Team
From	ERM
Date	7 August 2023
Reference	Percheron Data Center Project, Morrow County, Oregon
Subject	Response to Comments on Applicant's Alternatives Analysis from Planning Commission Hearings

1. INTRODUCTION

Rowan Percheron, LLC (Applicant) performed an Alternatives Analysis with a study area that included the entire area of Umatilla and Morrow counties, a region that has seen recent growth in significant cloud infrastructure presence. See Appendix D in the. Following the June 27 Planning Commission hearing, Applicant prepared a technical memorandum to supplement the original Alternatives Analysis in response to comments and questions raised at the June 27 hearing ("Supplemental Tech Memo"). The Alternatives Analysis and Supplemental Tech Memo applied eight siting criteria for selecting a reasonable site and analysed potential sites against the eight siting criteria to identify reasonable alternative sites for the proposed data center. This memorandum further supplements Applicant's analysis and addresses options for rezoning and Urban Growth Boundary (UGB) expansion ("Amended Supplemental Tech Memo"). Together, the Appendix D Alternatives Analysis, the Supplemental Tech Memo, and the Amended Supplemental Tech Memo comprise Applicant's complete Alternatives Analysis ("Complete Alternatives Analysis") for the requested goal exceptions.

1.1 Land Use and Zoning Siting Criteria

When proposing to use resource lands for uses not otherwise allowed under the applicable Oregon Statewide Land Use Planning Goal, OAR 660-004-0020 requires an applicant to take an exception, which requires in part to analyse alternative areas and discuss why those other areas that do not require a new exception cannot "reasonably accommodate the proposed use." *1000 Friends of Oregon v. Morrow County*, LUBA 2020-029 at *7. This "alternative areas" standard may be met by a broad review of similar types of areas rather than a review of specific alternative sites, and only require a site specific comparisons if another party describes specific sites that can more reasonably accommodate the proposed use. OAR 660-004-0020(2)(b)(B)-(C).

Comments received on the record generally raised the possibility of using other land already zoned industrial, included in a UGB, or within a possible UGB expansion area. In addition, the U.S. Army Depot site was raised as was the Space Age Industrial (SAI) zoning of the Port of Morrow's Boardman Airport Industrial Park. Applicant already addressed the U.S. Army Depot site as Alternative #2 in the Supplemental Tech Memo and demonstrated why it was not a reasonable alternative under the Goal 2 test. Applicant provides additional analyses of rezoning

and UGB expansions in the following to also demonstrate why other potential alternatives were not reasonable under the Goal 2 test.

Whether a potential site was a reasonable alternative under Applicant's Alternatives Analysis depended on the balancing of eight siting criteria. This Amended Supplemental Tech Memo focusses on the application of Siting Criterion 7 Land Use and Zoning. Siting Criterion 7 depended on whether there was a "reasonable pathway" to establish the proposed data center campus on the site given its zoning. In other words, Applicant asked (1) was the site zoned to allow the proposed data center as a permitted or conditional use, or (2) was there be a viable pathway for rezoning a site to allow the proposed use.

1.2 Rezoning Industrial Land

The ability to rezone a potential site for the proposed data center not only involved the feasibility of doing so under the applicable zoning code provisions, it also involved the question of whether the site satisfied, on balance, the other Siting Criteria like the availability of the land (e.g., site control, Siting Criterion 3), buildable acreage and environmental constraints (Siting Criterion 3 and 4, as well as fiber (Siting Criterion 6), water (Siting Criterion 2), access (Siting Criterion 5), and electrical and transmission capacity (Siting Criterion 1). If the site could not, on balance, satisfy the other Siting Criteria, then it was disregarded as not "reasonable" and no rezoning was considered.

Applicant also evaluated lands zoned industrial that did not allow a data center as a permitted or conditional use. Even if a site could not meet Siting Criteria 7 because of its zoning, Applicant evaluated the ability to consider a text amendment to allow the proposed use but only if the site also satisfied, on balance, the other Siting Criteria. If the site could not satisfy other important siting criteria, then it was not a "reasonable" alternative because even if a zone amendment (like a text amendment) occurred, the site would not be suitable for the proposed use.

For example, comments raised the possibility of requesting a text amendment to allow data centers in the SAI zone. Even if the SAI zone authorized data centers, sites zoned SAI are not reasonable alternatives under the Siting Criteria because over 9,000 acres of the SAI zone in Morrow County appear to be in pivots and are considered highly productive agricultural lands and not available (Siting Criterion 3). See Figure 1a (see light purple with underlying pivots). Further, there are some areas zoned SAI that are not in pivots but are included in the Boardman Conservation Area and "no go" for development because of environmental constraints (Siting Criterion 4). See Figure 1a (see light purples with green dots overlay). Finally, lands adjacent to the SAI and MG zones and not in pivots, are zoned EFU and also constrained by the Boardman Conservation Area and "no go" for development because of environmental constraints (Siting Criterion 4). See Figure 1 a (light green with green dots overlay).

1.3 Urban Growth Boundary Expansion

Applicant first evaluated the possibility of siting the Project on non-resource lands within the Urban Growth Boundaries (UGBs) of Umatilla and Morrow Counties. Locating within a UGB or expanded UGB would allow for more robust levels of infrastructure to serve some of the Project's needs.

1.3.1 Land within UGB

Morrow County has 5 adopted Urban Growth Boundaries: Boardman, Irrigon, Lone, Lexington, and Heppner. Applicant reviewed sites in accordance with its Siting Criteria, inclusive of sites in UGBs. As shown on Figure 1a-1b, attached, UGBs to the north within Boardman and Irrigon

are already occupied. UGBs to the south, Lone, Lexington and Heppner do not meet siting criteria requirements related to available transmission capacity (Siting Criterion 1), fiber network (Siting Criterion 6), topography (Siting Criterion 3), and environmentally sensitive resources and protected areas (Siting Criterion 4). As shown on Figure 2a- 2b, attached, UGBs within Umatilla County are either already occupied by other uses or development, lack suitable electrical and fiber infrastructure (Siting Criterion 1 and 6), or are not suitable topographically (Siting Criterion 3). Specifically, Hermiston is already saturated with developments (Siting Criterion 3), whereas Stanfield lacks available transmission capacity (Siting Criterion 1), and Pendleton is too far to be a commercially viable (e.g., no market) and no fiber network (Siting Criterion 6).

1.3.2 Land in Proximity to UGB

Applicant's analysis of lands outside of Morrow County's UGBs revealed no reasonable alternatives. One site not previously addressed in Applicant's Alternatives analysis is a parcel zoned General Industrial outside of the Heppner UGB. See Figure 1b. This is the site of an old lumber mill/yard. The site is within a floodplain and not considered a reasonable alternative under Siting Criterion 4 as well as Siting Criterion 1 (transmission capacity).

In Umatilla County, as shown in Figure 2a-2b, there are limited areas that fall within the zones that allow data centers to be permitted, as all of these zoned areas are already occupied with existing infrastructure or development (Siting Criterion 3 and 7). Specifically, Hinkle is already saturated with development and did not meet the power and financial feasibility requirements (Siting Criterion 3, 1 and 8). In addition, other areas where a data center use would potentially be allowed were also analysed and the Applicant found that some sites were already developed or committed (Siting Criterion 3) and/or presented environmental constraints, including wetlands and floodplains (Siting Criterion 4).

1.3.3 Recap of Alternatives Evaluated

To summarize the steps of Applicant's Alternatives Analysis, Applicant first conducted an Overarching Assessment, looking at lands within city limits and UGBs in Morrow and Umatilla counties (see below **Table 1** for further discussion). Following that analysis and lack of suitable sites, Applicant then evaluated the possibility of siting the Project outside a UBG, but within zones where a data center may be allowed. Based on this review, no reasonable alternative sites were identified in either the UGB areas or zones allowing a data center. The identified sites did not meet the siting criteria with the main constraints being Siting Criterion 1, 3, and 4.

Specifically, Applicant evaluated the PI zoned areas of Morrow County during its siting and evaluation process as part of its Overarching Assessment of permitted zones, inclusive of the PI zoned parcel adjacent to the Morrow County UADM Zone (Umatilla Ordinance Depot; UADM) and determined the parcel available would not meet siting and development requirements (Siting Criterion 1, 3, and 4).

Applicant evaluated the Umatilla Ordinance Depot, Alternative 2 in **Appendix D**, area during its siting and evaluation process and determined the parcels available would not meet siting and development requirements (Siting Criterion 1, 3, and 4). Umatilla County also only allows data centers in subareas 2 and 3, additionally restricting the available area. Further, Applicant was unable to realistically explore development within the area known as "Umatilla Ordinance Depot" or Alternative 2 based also on timing and contractual requirements to deliver the Project, as well as the financial feasibility of securing financing and insuring a previously contaminated site (Siting Criterion 4 and 8).

During Applicant’s Overarching Assessment, Siting Criterion 7 (Land Use and Zoning) was not the only consideration, as shown in the Alternative Analysis Table 1 (**Appendix D**, Application), most of the sites evaluated in both Morrow and Umatilla Counties did not include other critical attributes such as availability, suitability of land for development, and power, water, electrical or transmission capacity. See above Section 1.3.3 discussion of PI and UADM zones. All of the Siting Criteria were weighted equally, however, key features like landowner willingness to transact, environmental suitability, and sufficient buildable acreage impacted development feasibility, and absent those key features, prevented Applicant from moving forward in evaluating sites that would require a zone change or text amendment to allow the proposed development.

It is important to note that Applicant’s temporal constraints are not included as a separate siting criterion, but some of the criteria such as electrical infrastructure and fiber network availability impose timing and process constraints and therefore the analysis is also informed by the timings and approvals necessary to develop the Project.

The table below provides additional context to the Alternatives Analysis provided in **Appendix D** and how the zoning and UGB expansion options informed the Applicant’s Overarching Assessment and overall site selection (See **Table 1.**)

Table 1 Alternatives Analysis Discussion- Overarching Assessment

Alternatives Sites Considered	Distance from Selected Site (miles)	Jurisdiction	Zoning	Within or Distance to UGB	Conclusion*
Overarching Assessment: Umatilla County UGBs	25-30	Umatilla County	Various	Within	Criteria 1, 3, and 6 not met
Discussion: Applicant evaluated the sites included in the Umatilla County UGBs and found in its Overarching Assessment that the available sites failed to provide adequate power (Siting Criterion 1), vacant or suitable land condition (Siting Criterion 3), and fiber network availability (Siting Criterion 6). Hermiston and Hinkle UGBs are already saturated with developments within and in surrounding potentially compatible surrounding parcels (Siting Criterion 3). The Stanfield UGB area lacks critical electrical capacity necessary to serve the Project (Siting Criterion 1). The Pendleton UGB, although less saturated is located too far away to be commercially viable fiber network (Siting Criterion 6).					
Overarching Assessment: Umatilla County RLIZ, LRLIZ, HI Zones	25	Umatilla County	RLIZ, LRLIZ, HI	0-1 miles	Criteria 3 not met
Discussion: As shown in Figures 2a-2b, attached, there are limited areas that fall within the zones that allow data centers to be permitted outright as all of these zoned areas are already occupied with existing infrastructure or development (Siting Criteria 3 and 7). In addition, other areas where a data center use would potentially be compatible were also analyzed and Applicant found that some sites were already developed or committed (Siting Criterion 3) and/or presented environmental constraints, including wetlands and floodplains (Siting Criterion 4).					
Overarching Assessment: Umatilla County Non- resource Lands	20+	Umatilla County	Various	Various	Criteria 1 and 3 not met

Discussion: Areas outside of the Hermiston, Hinkle, and Stanfield UGBs and permitted zones not requiring a goal exception were analyzed and deemed not to have available electrical infrastructure (Siting Criterion 1) or meet the landowner and land requirements (Siting Criterion 3 and 4). Particularly, environmental constraints such as sensitive biological, water, cultural resources or areas protected for conservation or potentially contaminated present a myriad of issues for Applicant, making sustainable development of those sites unachievable.

Overarching Assessment: Morrow County UGBs	12 -20+	Morrow County	Various	Within	Criteria 1 and 3 not met
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Discussion: As shown on Figure 1a, Morrow County UGBs to the north within Boardman and Irrigon, Oregon, are already occupied with development (Siting Criterion 3). The UGBs to the south, see attached Figure 2b, Lone, Lexington and Heppner do not meet requirements related to available transmission capacity (Siting Criterion 1) and topography (Siting Criterion 3). Additionally, adjacent land uses would not be compatible with a data center as areas along existing transmission line routes are not appropriately zoned and some appear to be in active agriculture use.

Overarching Assessment: Morrow County MG, PI, ALI Zones	0.27 - 20	Morrow County	MG, PI, ALI	0 – 20 miles	Criteria 3 not met
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Discussion: As shown on Figure 1a, attached, no undeveloped, vacant land available that meets the size requirements of Siting Criterion 3 was available for the Project. Existing MG, PI and ALI zones are all either occupied by existing development, planned for future development by the landowner, not available for sale or lease to the Applicant, or do not contain the amount of buildable land required (Siting Criterion 3).

Overarching Assessment: Morrow County Non- resource Lands	5+	Morrow County	Various	Various	Criteria 1 and 3 not met
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Discussion: Areas outside of the UGBs and permitted zones but not requiring a Goal 3 exception were analyzed and deemed not to have available electrical infrastructure (Siting Criterion 1) or meet the landowner and land requirements (Siting Criterion 3). Adjacent sites with zoning that could be compatible with the data center use, such as SAI zones, appear to be in active or historical agriculture production and irrigated (Siting Criterion 7).

* See Alternative Analysis, Table and Figures, in **Appendix D** for full details.

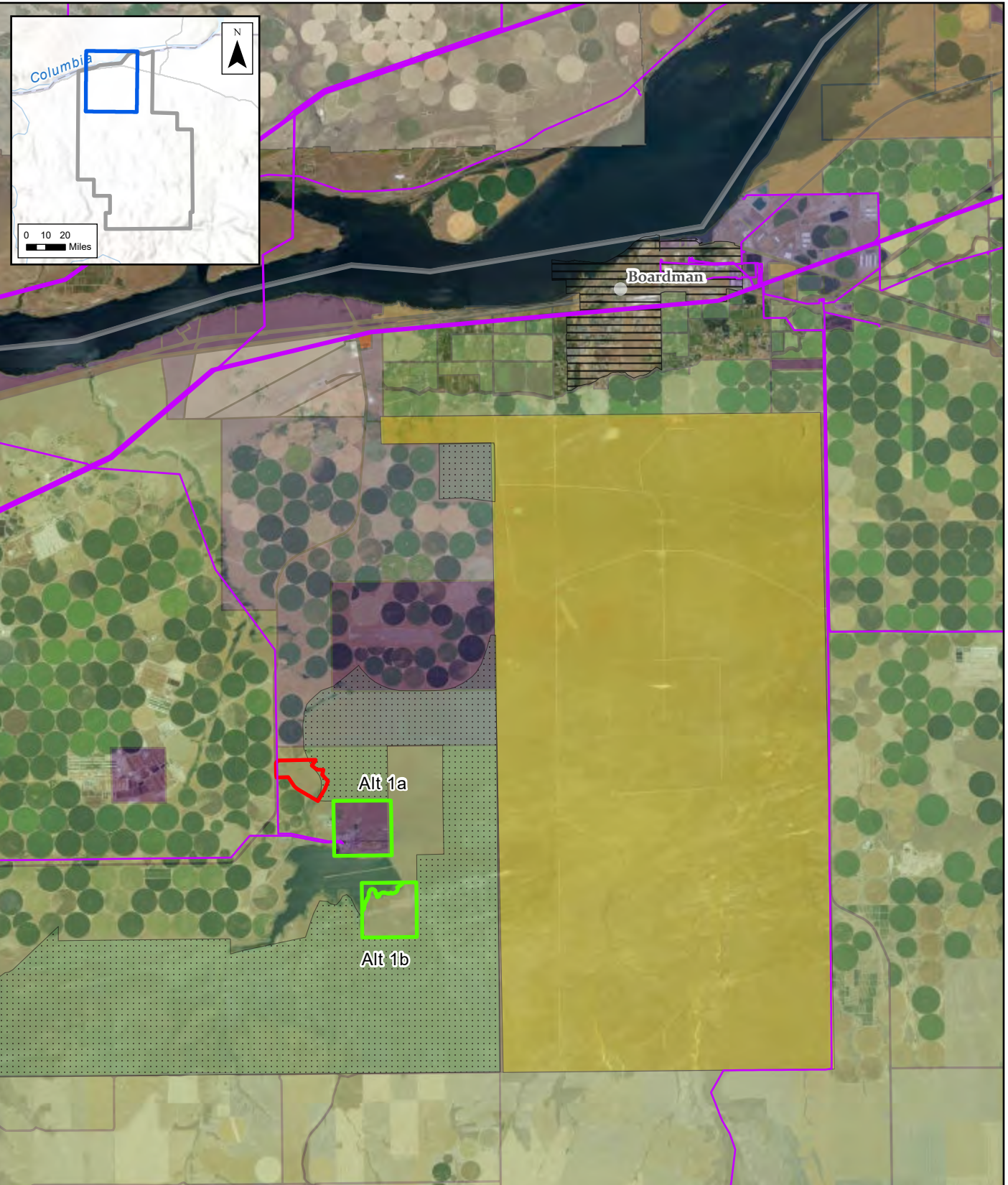
2. CONCLUSIONS

Table 1, Section 1.3.3. above, provides additional context to the Alternatives Analysis and how the zoning (or rezoning or zone text amendments) and UGB expansion options informed the Applicant’s Overarching Assessment and overall site selection process, but it is clear that identified areas within the Morrow and Umatilla UGBs, as well as sites adjacent to the UGBs were not available nor or would they be not suitable for the Project (e.g., would not satisfy, on balance, the Siting Criteria). Accordingly, these sites were not considered “reasonable alternatives.” Only one such site failed to meet Siting Criterion 7 while satisfying all the other Siting Criteria – the Project Parcel. It required a zone change and corresponding goal exceptions, but was available for the Project, had suitable topography, proximity to transmission with capacity, and avoidable environmental impacts among other things.

FIGURES

Drawn By: matt.bowen

M:\US\Projects\P-R\Rowan Green Data\0640978 Percheron Threemile Canyon\Maps\Percheron Zoning Figures.aprx\Figure z1a... REVISED: 08/04/2023 SCALE: 1:160,000 when printed at 8.5x11



Existing Transmission Infrastructure	Airport Industrial
Project Parcel	Airport Light Industrial
Alternative Site	Exclusive Farm Use
Morrow County Boundary	General Industrial
Urban Growth Boundary	Port Industrial
Boardman Conservation Area	Public
Boardman Bombing Range	Rural Service Center
	Space Age Industrial
	Tourist Commercial

0 2 4
 Miles

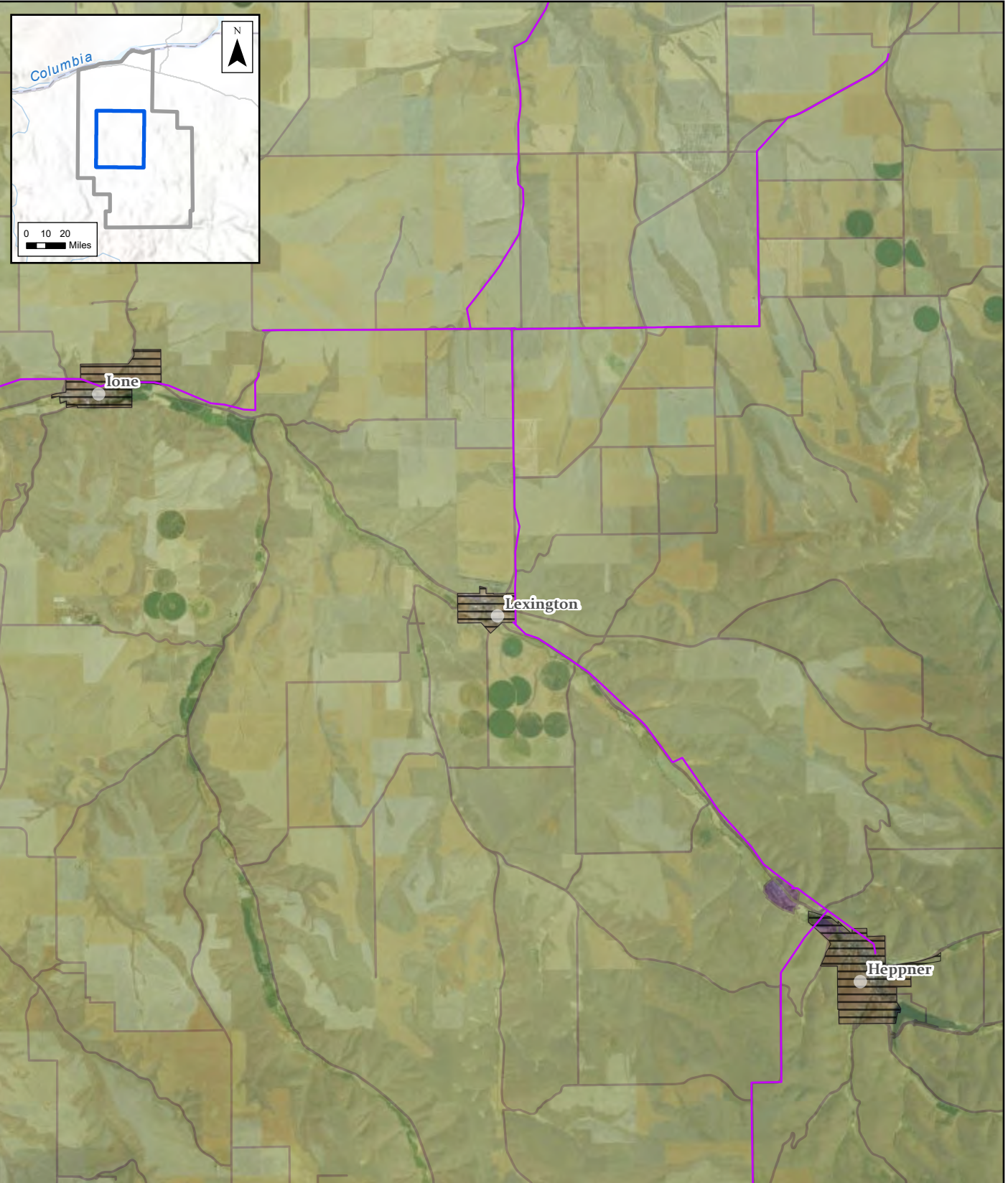
Figure 1a
Morrow County UGB and Permittable Zones
 Percheron Data Center
 Rowan Green Data, LLC
 Morrow County, Oregon

Environmental Resources Management
 www.erm.com

Source: OR NAIP 2022; NAD 1983 2011 StatePlane Oregon North FIPS 3601 Ft Intl

M:\US\Projects\P-R\Rowan Green Data\0640978 Percheron Three Mile Canyon\Maps\Percheron Zoning Figures.aprx\Figure z1b... REVISED: 08/04/2023. SCALE: 1:150,000 when printed at 8.5x11

Drawn By: matt.bowen



-  Existing Transmission Infrastructure
-  Urban Growth Boundary
-  Exclusive Farm Use
-  General Industrial
-  Rural Light Industrial

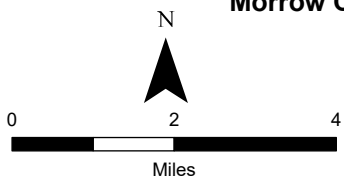


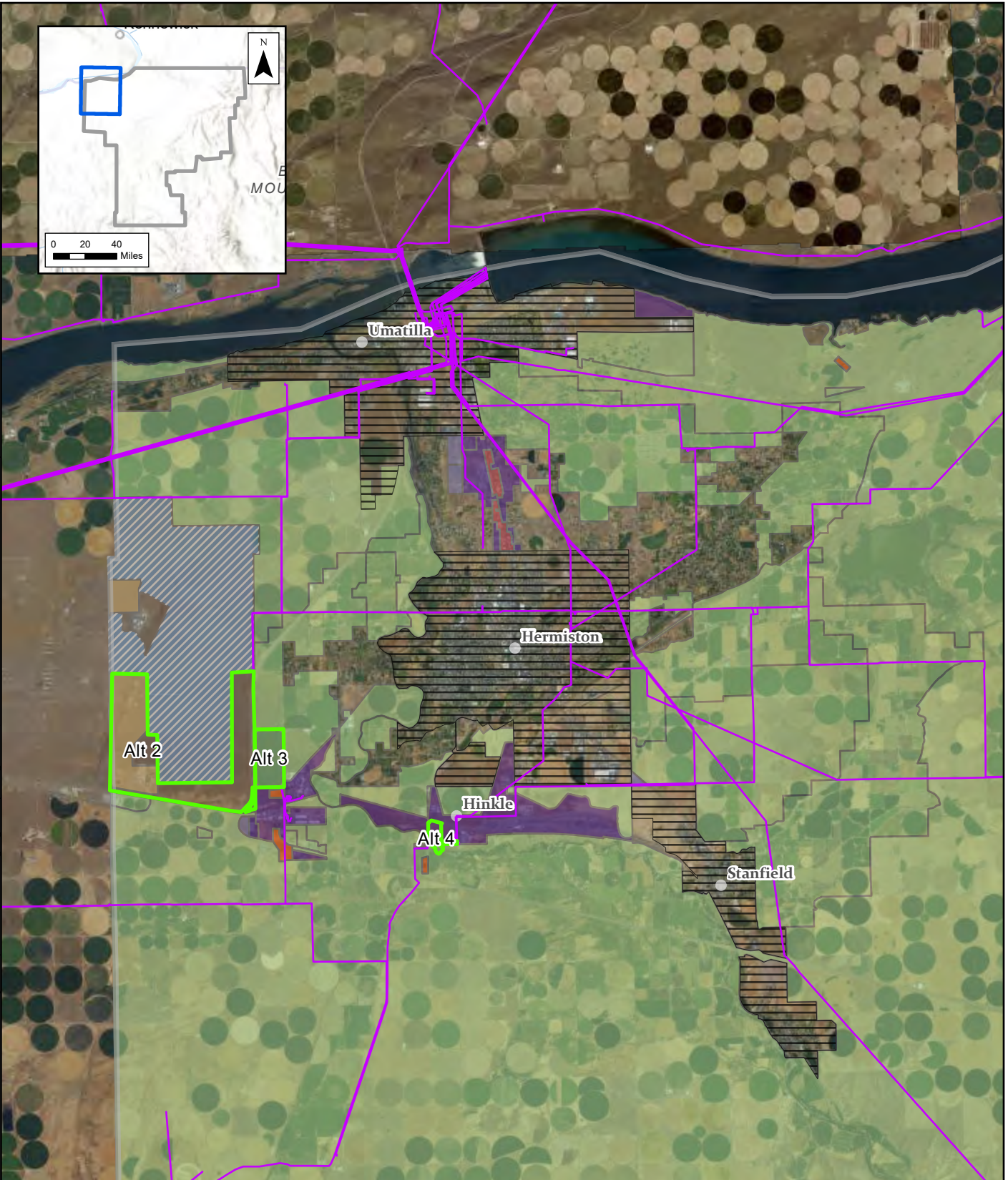
Figure 1b
Morrow County UGB and Permittable Zones
 Percheron Data Center
 Rowan Green Data, LLC
 Morrow County, Oregon



Source: OR NAIP 2022; NAD 1983 2011 StatePlane Oregon North FIPS 3601 Ft Intl

Drawn By: matt.bowen

M:\US\Projects\P-RR\Rowan Green Data\0640978 Percheron Threemile Canyon\Maps\Percheron Zoning Figures.aprx\Figure 22a... REVISED: 08/04/2023... SCALE: 1:150,000 when printed at 8.5x11



- Existing Transmission Infrastructure
- Alternative Site
- Urban Growth Boundary
- General Commercial
- Exclusive Farm Use
- General Industrial
- Rural Light Industrial
- Rural Service Center
- Tourist Commercial
- Umatilla Army Depot
- Umatilla Depot Wildlife Habitat

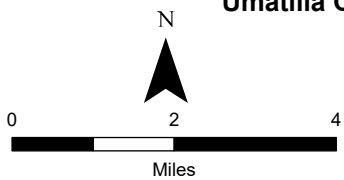
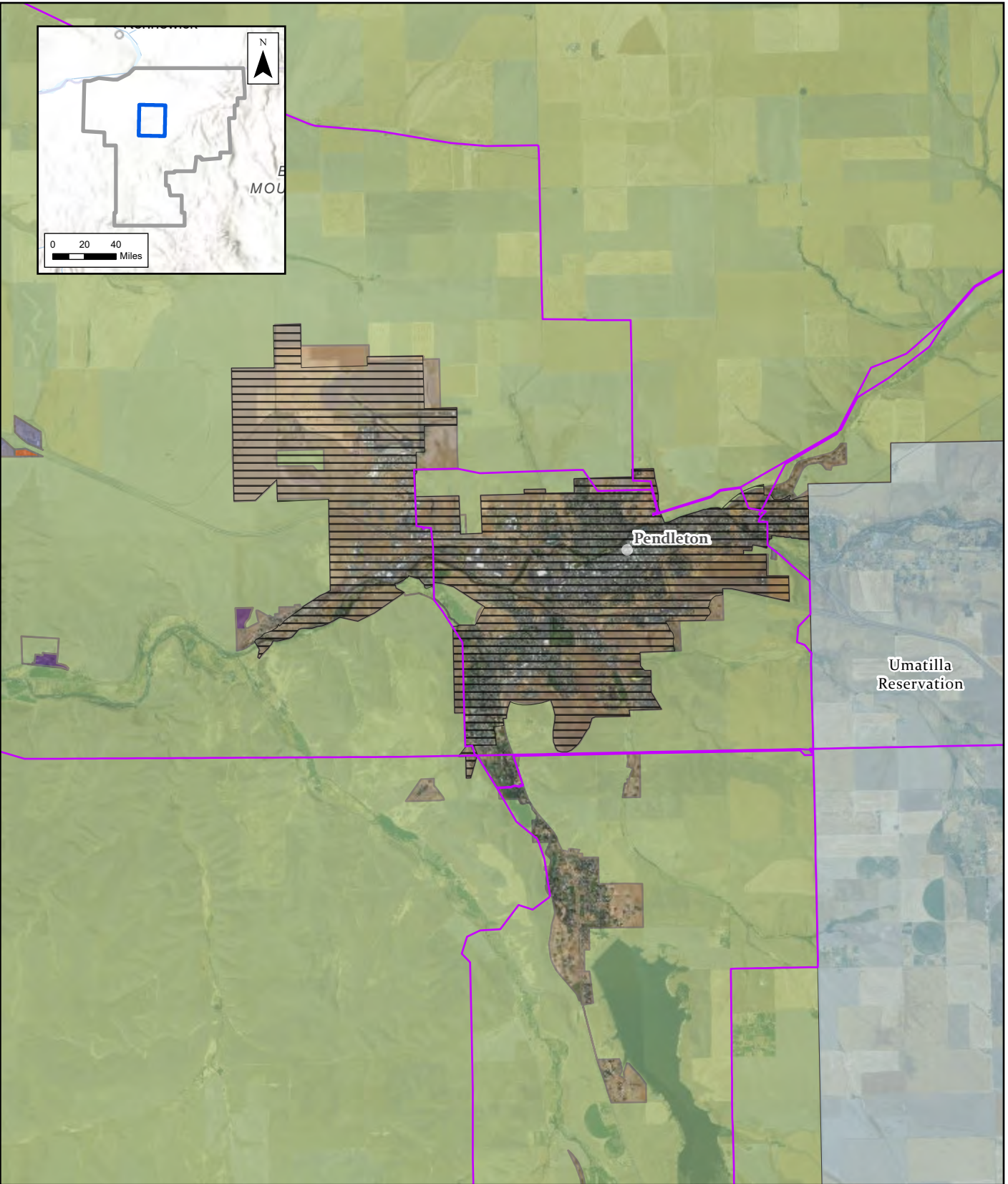


Figure 2a
Umatilla County UGB and Permittable Zones
 Percheron Data Center
 Rowan Green Data, LLC
 Umatilla County, Oregon



Source: OR NAIP 2022; NAD 1983 2011 StatePlane Oregon North FIPS 3601 Ft Intl



- Existing Transmission Infrastructure
- Urban Growth Boundary
- Reservation
- Exclusive Farm Use
- General Industrial
- Rural Light Industrial
- Tourist Commercial

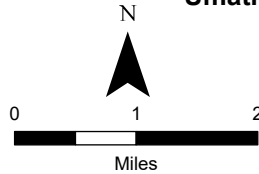


Figure 2b
Umatilla County UGB and Permittable Zones
 Percheron Data Center
 Rowan Green Data, LLC
 Umatilla County, Oregon

ENCLOSURE 1

**ERM Memo: Response to DLCD Board Comments on
Applicant's Alternatives Analysis**

**Memo**

To	Rowan Percheron Team
From	ERM
Date	30 August 2023
Reference	Percheron Data Center Project, Morrow County, Oregon
Subject	Response to DLCD Board Comments on Applicant's Alternatives Analysis

1. INTRODUCTION

Rowan Percheron, LLC (Applicant) provides this memorandum in response to comments received from the Oregon Department of Land Conservation and Development (DLCD), dated August 15, 2023, ahead of the August 16, 2023 hearing before the Board of County Commissioners (Board). This memorandum supplements Applicant's Complete Alternatives Analysis. Applicant's Complete Alternatives Analysis is comprised of the following documents:

- MC Rec Exhibit 6, Appendix D Alternatives Analysis in the Application;
- MC Rec Exhibit 48, Supplemental Figure 6g Project Parcel;
- MC Rec Exhibit 59, Supplemental Alternatives Analysis Tech Memo; and
- MC Rec Exhibit 82, Amended Supplemental Alternatives Analysis Tech Memo.

This memo further supplements the Complete Alternatives Analysis and should be considered a part of the Complete Alternatives Analysis once entered into the record by the Board.

In their comment letter, DLCD raised questions concerning Applicant's Complete Alternatives Analysis, essentially questioning whether Applicant had fully evaluated alternative sites that appeared to be readily available based on internet research. In particular, DLCD raised concerns about whether sites within or adjacent to existing urban growth boundaries (UGBs) could be accommodated instead of the proposed Project Parcel. In total, DLCD identified nine sites as potential alternative locations for the proposed data center development. Of those nine sites, Applicant had already evaluated the locations within Morrow and Umatilla counties and provided its evaluation in the Complete Alternatives Analysis, a fact that DLCD does not account for in its comments. DLCD's list of alternative sites is based on an internet search only and does not take into account any of the siting criteria developed by Applicant or overall considers the needs of Applicant's project.

1.1 Summary of Applicant's Siting Criteria

The Complete Alternatives Analysis provides a full discussion of Applicant's eight siting criteria that Applicant applied to determine whether a particular site may be a reasonable alternative under the required goal exception rules. DLCD does not appear to be questioning the reasonableness of Applicant's eight siting criteria, only that the application of the siting criteria did not result in an alternative site within an urban or industrial zone.

As explained more fully in the Complete Alternatives Analysis, no one siting criterion was determinative in site selection; each factored into whether a potential site was “reasonable” to accommodate the proposed data center development. The eight siting criteria are listed below:

1. Access to Electrical Infrastructure and Power Availability
2. Water Supply and Discharge
3. Land Characteristics
4. Environmentally Sensitive Resources and Protected Areas
5. Road Access
6. Fiber Network Connectivity
7. Land Use and Zoning
8. Financial Feasibility

2. DLCD’S NINE ALTERNATIVE SITES

Applicant reviewed the nine alternative sites provided in DLCD’s August 15th comment letter. DLCD identified alternative sites in figures attached to its comment letter. Applicant numbered the sites for ease of the following analysis. Below is a discussion of each site and a summary is attached as **Table 1**.

2.1 Umatilla County

2.1.1 DLCD Site 1 - Columbia Development Authority Lands

DLCD identified land owned by the Columbia Development Authority in Umatilla County as a potential alternative. See **Figure 1 and 1b**. This site was addressed and discussed in the Complete Alternatives Analysis as Alternative Site 2 (Army Depot). Applicant considered portions of Alternative Site 2 (Army Depot) and evaluated the site for suitability and feasibility against the eight siting criteria. Applicant found that the site was not reasonable to accommodate the proposed data center because there was no available power capacity within acceptable distance (Criterion 1) and prior uses raised serious concerns related to potential contamination and development in proximity to contamination (Criterion 3). Also, at the time Applicant evaluated Alternative Site 2, there was uncertainty around the title and availability of the site (Criterion 3). See MC Rec Exhibit 6 and Exhibit 82.

2.1.2 DLCD Site 2 - West Umatilla County – UGB and Industrial Zoned Lands

DLCD identified land zoned industrial in west Umatilla County as potential alternatives. See **Figure 2 and 2b**. Figure 2 identifies large swaths of land located in the cities of Umatilla, Hermiston, Stanfield, and Echo as well as lands within existing UGBs and industrial lands outside of the urban areas. Some of these lands were addressed and discussed in the Complete Alternatives Analysis, including specifically Alternative Sites 3 (Pedro Land Company) and 4 (JR Simplot). See MC Rec Exhibit 6. In addition, Applicant considered portions of these lands and previously discussed and addressed its reasoning in the

Applicant's Overarching Assessment: Umatilla County RLIZ, LRLIZ, and HI zones as well as possible sites within and proximate to UGBs. See Applicant's Supplemental Amended Alternatives Analysis Technical Memo (MC Rec Exhibit 82), Sections 1.2 and 1.3. Applicant reviewed and analysed the Umatilla County UGBs and found that these areas, overall, were already occupied with development or did not meet other siting criteria requirements such as available transmission capacity (Criterion 1), fiber network (Criterion 6), topography (Criterion 3), and environmentally sensitive resources and protected areas (Criterion 4). Areas outside of the Umatilla County UGBs allowing data centers to be permitted outright are already committed to other uses and infrastructure and not available (Criterion 3).

With respect to the ability to site within an existing UGB, Applicant could not find a reasonable alternative within a UGB that, on balance, met the eight siting criteria. DLCD has not identified such a site with any specificity that warrants further evaluation. Applicant was also unable to fully explore an UGB Expansion as a reasonable alternative based on the temporal and cost constraints included in its siting criteria, such as power delivery within 24-36 months of initial load interconnection application, ability to permit a site within 1 year of less to meet the Applicant's commercial operation date, fiber network providers' willingness and ability to meet the proposed development's needs within 12 months, and Applicant's need that costs for land, energy, water, fiber easements, grading, and environmental mitigation be aligned with the financial feasibility goals for the proposed development. Applicant nevertheless engaged with cities in the area, particularly city of Hermiston, but timing of achieving a UGB expansion, a process that typically takes multiple years, was an insurmountable constraint.

2.2 Port of Morrow

2.2.1 DLCD Site 3 - Port of Morrow – Airport Industrial Park

DLCD identified land within the Port of Morrow's Airport Industrial Park (POM Airport Park) as potential alternatives. See **Figure 3, 3b and 3c**. These lands were addressed previously when Applicant evaluated the possibility of siting on Morrow County MG, PI, and ALI zones as well as the SAI zone in the Complete Alternatives Analysis. See MC Exhibit 59 and Exhibit 82. The POM Airport Park was raised by the Planning Commission as a potential alternative and Applicant addressed the reasonableness of it in both the Supplemental Alternatives Analysis Tech Memo (Exhibit 59) and the Amended Supplemental Alternatives Analysis Tech Memo (Exhibit 82).

On balance, these lands did not satisfy Applicant's siting criteria, primarily Criterion 1, power availability. The land was in an area with previously queued load requests and severe transmission congestion. In addition, other industrially zoned land in the POM Airport Park was otherwise secured by third parties or in active cultivation for pivot crops and therefore not available for sale or lease. Consequently, lands within those areas also did not meet Criterion 3, land characteristics size and availability. See Threemile Canyon Farm testimony before the Planning Commission and attached **Appendix A** for letter from Port of Morrow regarding the availability of these sites.

2.2.2 DLCD Site 4 - Port of Morrow – East Beach Industrial Park

DLCD identified land within the Port of Morrow's East Beach Industrial Park (POM East Beach) as potential alternatives. See **Figure 3**. These lands are not available (Criterion 3) (see **Appendix A** from the port of Morrow regarding the availability of sites in POM East Beach). Further, this area faces similar issues to the POM Airport Park with respect to severe transmission congestion (Criterion 1).

2.2.3 DLCD Site 5 - Port of Morrow – Boardman Industrial Park

DLCD identified land within the Port of Morrow's Boardman Industrial Park (POM Boardman Park) as potential alternatives. See **Figure 4**. Applicant studied the area and found that the site was not reasonable due to previously queued load requests and severe transmission congestion (Criterion 1), making the site unsuitable for the proposed development. In addition, sites within that area were not available for sale or lease (Criterion 3).

2.2.4 DLCD Site 6 - Port of Morrow – South Morrow Industrial Park

DLCD identified the Port of Morrow's South Morrow Industrial Park as a potential alternative. See **Figure 5**. This site is an old mill site located outside of the city of Heppner. Applicant previously evaluated this site in Sections 1.3.2 and Figure 1 b of the Supplemental Amended Alternatives Analysis Tech Memo (Exhibit 82). While the site is zoned general industrial, it is in a floodplain and was not considered a reasonable alternative under Criterion 4 as well as Criterion 1.

2.2.5 DLCD Site 7 - Port of Morrow – Industrial Sites for lease/sale

DLCD identified other industrial sites for sale or lease on the Port of Morrow's website. See **Figure 6**. However, it appears that this listing references back to other POM sites, like POM Airport Park, POM East Beach, and POM Boardman Park. Applicant could not identify which sites DLCD may be implying could be alternatives based on the information provided. Applicant considered sites for sale or lease from the Port of Morrow in its Complete Alternatives Analysis, in particular POM Airport Park and POM East Beach but none of those sites were reasonable based on Applicant's eight siting criteria.

2.3 Gilliam County - Port of Arlington

2.3.1 DLCD Site 8 - Port of Arlington- Mesa Airport and Industrial Park

DLCD identified the Port of Arlington's Mesa Airport and Industrial Park as potential alternatives in Gilliam County, Oregon. See **Figure 7**. These sites have constrained parcel size, topography and availability (Criterion 3), and face congested transmission (Criterion 1).

2.3.2 DLCD Site 9 - Port of Arlington- Shuttler Station

DLCD identified the Port of Arlington's Shuttler Station located in Gilliam County, Oregon. This location could not meet Criterion 3 (constrained land availability) and was located in portions of the flood zone (Criterion 4). See **Figure 8**.

3. ACCESS TO ELECTRICAL INFRASTRUCTURE AND POWER AVAILABILITY

DLCD provided a figure on page 8 of their August 15 comment letter identifying transmission and substations within the region of Morrow and Umatilla counties. The figure and DLCD's comments, however, do not expand on the purpose of the figure or how it relates to DLCD's questions concerning Applicant's alternatives analysis. It shows the location of existing transmission and electrical infrastructure without expanding on availability of transmission capacity or queue availability. The figure also shows electrical and transmission infrastructure of all scale (including taps that are not viable for interconnection for a data center project). Rowan required a 115 kV line or substation at a minimum and preferred 230 kV or greater. DLCD's comments fail to take into consideration the availability of interconnection or the capacity of available existing or planned infrastructure. Applicant recognizes that one of the common

themes throughout the Applicant's site selection process is power and infrastructure availability and feasibility, Siting Criterion 1. Applicant has conducted a review of the BPA queue positions and information regarding energy capacity available in the region when siting the proposed data center development. See **Appendix B**. Appendix B is provided to help explain the complexity of evaluating transmission capacity and timing, elements critical for a data center development that requires considerable power supply.

4. GOAL 14, OAR 660-014-0040(3)(A)

DLCD questioned whether Applicant has sufficiently addressed OAR 660-014-0040(3)(a) in its goal exceptions analysis, which provides:

“(3) To approve an exception under section (2) of this rule, a county must also show:

(a) That Goal 2, Part II (c)(1) and (c)(2) are met by showing that the proposed urban development cannot be reasonably accommodated in or through expansion of existing urban growth boundaries or by intensification of development in existing rural communities.”

Within Umatilla and Morrow counties, there are cities within existing UGBs, although DLCD identified none with specificity. Applicant previously engaged with Boardman, Heppner, Irrigon, Hermiston, Lone, and Lexington to discuss the proposed project. Further, Applicant inquired with City of Hermiston about the timeline and possibility for a UGB expansion to accommodate the project. See City of Hermiston email to Planning Department, dated June 24, 2023, included as **Appendix C**. Finally, Applicant addressed land within existing UGBs and near UGBs in Section 1.3 of the Supplemental Amended Alternatives Analysis Tech Memo (Exhibit 82). See **Figure 9**.

In Applicant's selection process and alternatives methodology, Applicant reviewed the Morrow and Umatilla UGBs and found that these areas, overall, were already occupied with development or did not meet other siting criteria requirements such as available transmission capacity (Siting Criterion 1), fiber network (Siting Criterion 6), topography (Siting Criterion 3), and environmentally sensitive resources and protected areas (Siting Criterion 4). The Applicant's analysis of lands outside of Morrow County's UGBs revealed no reasonable alternatives. Umatilla County's UGBs include limited areas that fall within the zones that allow data centers to be permitted, as all of these zoned areas are already occupied with existing infrastructure or development (Siting Criterion 3 and 7). Other areas of Umatilla also yield no reasonable alternatives as areas are already occupied with existing development or did not meet the power and financial feasibility requirements (Siting Criterion 3, 1 and 8) or those areas presented environmental constraints, including wetlands and floodplains (Siting Criterion 4).

Applicant was also unable to fully explore an UGB Expansion as a reasonable alternative based on the temporal and cost constraints included in its siting criteria, such as power delivery within 24-36 months of initial load interconnection application(Criterion 1), a site must be permissible within 1 year of less to meet Applicant's commercial operation date (Criterion 4), fiber network providers must be willing and able to meet the Projects needs within 12 months (Criterion 6), and Applicant requires that costs for land, energy, water, fiber easements, grading, and environmental mitigation be aligned with the financial feasibility goals for the Project (Criterion 8.)

Therefore, based on Applicant's inquiries and analysis, a UGB expansion was not an option to accommodate the project at the time of Applicant was identifying potential sites. The proposed data center development could not be reasonably accommodated within an existing UGB or rural community given the time it would take to expand an existing UGB, or for the lack of land satisfying, on balance, Applicant's eight siting criteria.

FIGURE 1 and 1b – DLCD SITE 1

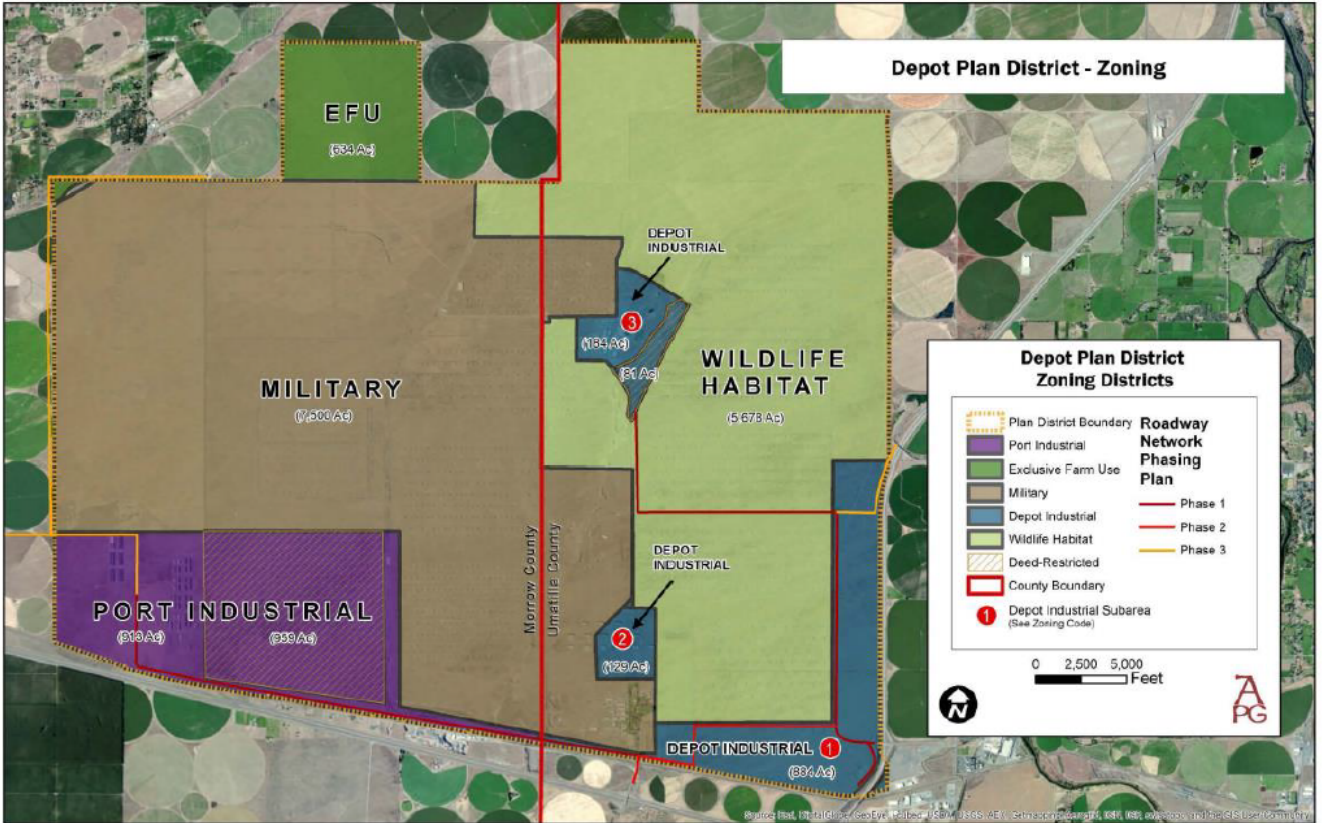
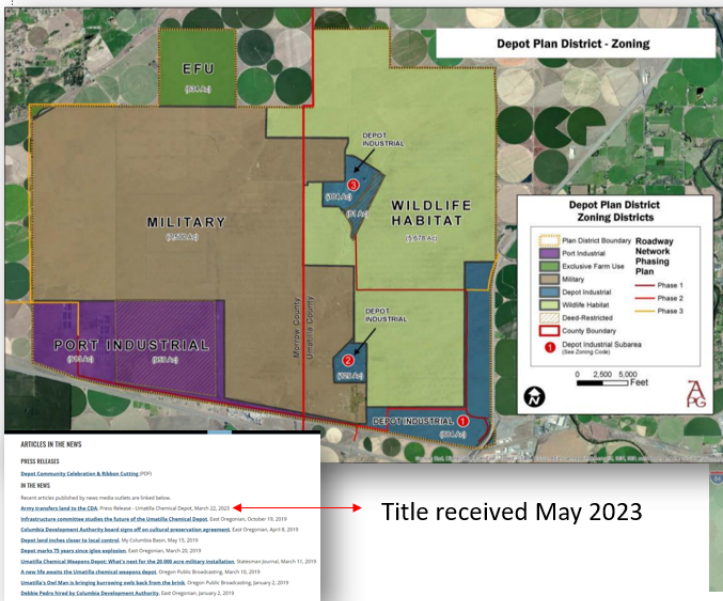


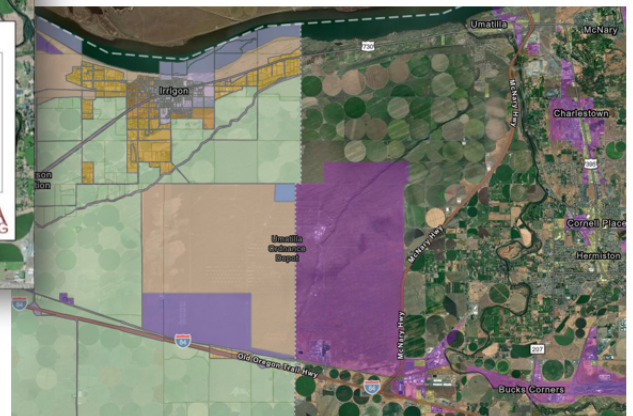
Figure 1b - Columbia River Development Authority- “At Time of Investigation”

Subtitle if Applicable



Adverse Siting Criteria

- Title uncertainty at the time of investigation Spring 2021
- Lack of Transmission Infrastructure
- Congested transmission network
- Proximity to Super fund site

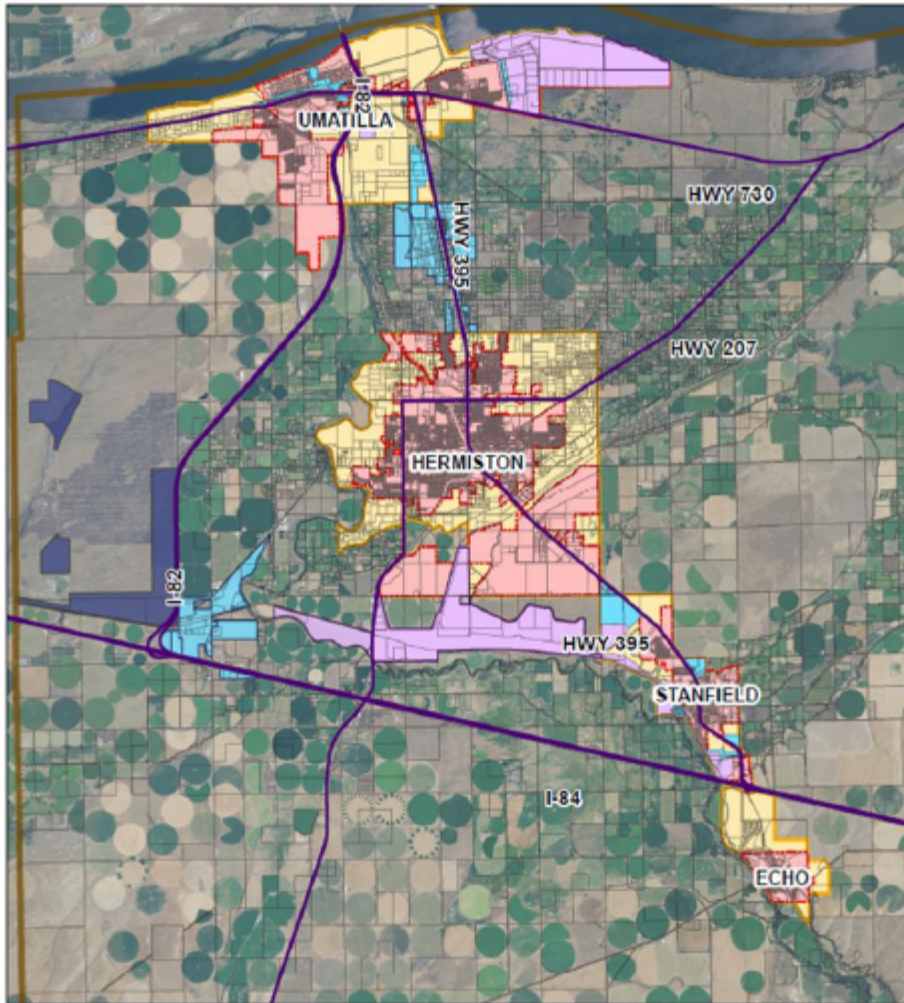


Title received May 2023

ARTICLES IN THE NEWS
 PRESS RELEASES
 Depot Community Collaboration & Ribbon Cutting PDF
 IN THE NEWS
 Recent articles published by news media outlets are listed below:
 Army awarded land to the CIA - Press Release - Umatilla Chemical Depot, March 22, 2023
 Infrastructure committees studies the future of the Umatilla Chemical Depot, East Oregonian, October 18, 2019
 Columbia Development Authority board signs off on initial agreement, East Oregonian, April 8, 2019
 Depot land under offer to local owners, My Umatilla Home, May 19, 2018
 Depot marks 25 years since 1993 acquisition, East Oregonian, March 20, 2019
 Umatilla Chemical Weapons Depot, What's next for the 20,000-acre military installation, Southern Journal, March 11, 2019
 A look at the Umatilla Chemical Weapons Depot, Oregon News Broadcasting, March 10, 2019
 Umatilla's Deal May be bringing borrowing ends back from the bank, Oregon Public Broadcasting, January 2, 2019
 Umatilla Public bond by Columbia Development Authority, East Oregonian, January 2, 2019

FIGURE 2 and 2b – DLCD SITE 2

West Umatilla County – Industrial Zoned Lands
Source: Umatilla County Planning (Copied map NTS)



West Umatilla County Industrial Zoned Areas
Legend

- Depot Industrial Zone
- Light Industrial Zone
- Heavy & General Industrial Zone
- City Limits
- Urban Growth Boundary

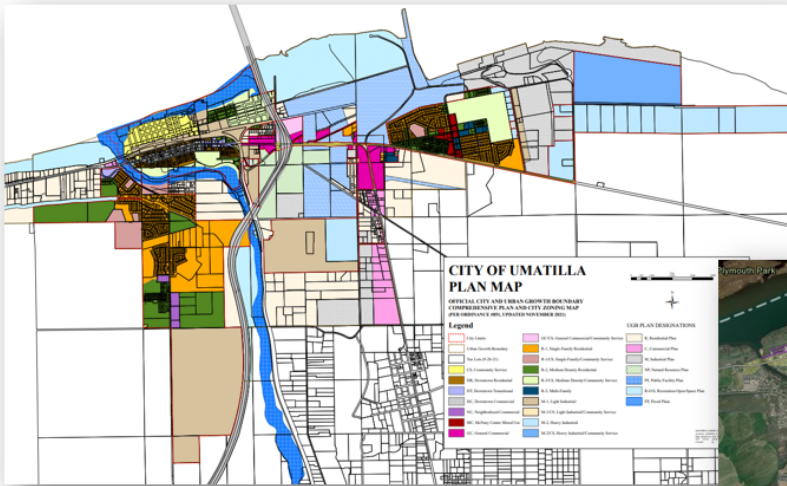


0 1 2 4 Miles

Map Disclaimer: No warranty is made by Umatilla County as to the accuracy, reliability or completeness of the data. Parcel data should be used for reference purposes only. Created by M. Green, Umatilla County Planning Department Date: 2/6/2020

Figure 2b - West Umatilla Industrial Area – “At the Time of Investigation”

Subtitle if Applicable



Adverse Siting Criteria

- Heavily congested Transmission Grid
- Lack of available Capacity
- Appropriately zoned lands not available
 - AWS had secured the bulk of the lands
 - Sabey had also secured much of the lands
 - Logistics Companies had secured the lands near I-84

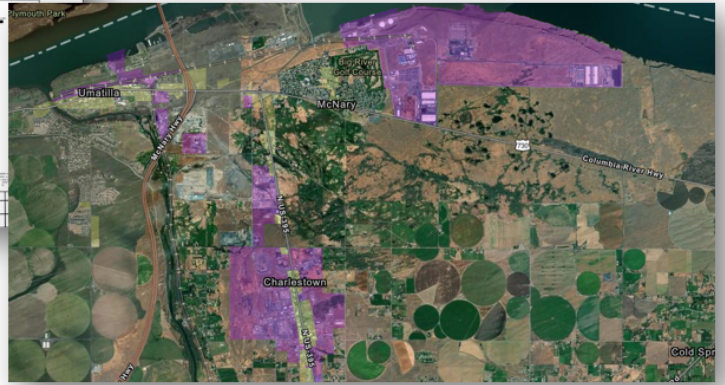


FIGURE 3, 3b and 3c – DLCD SITE 3 and Site 4

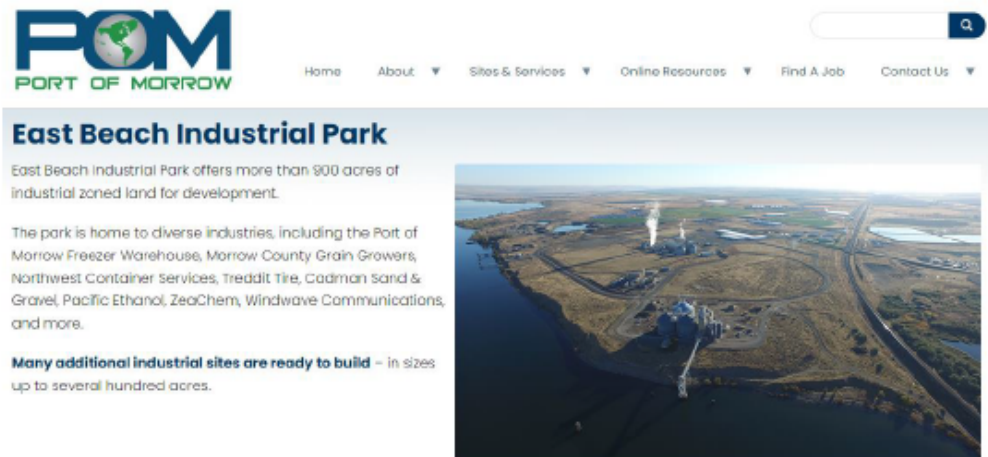
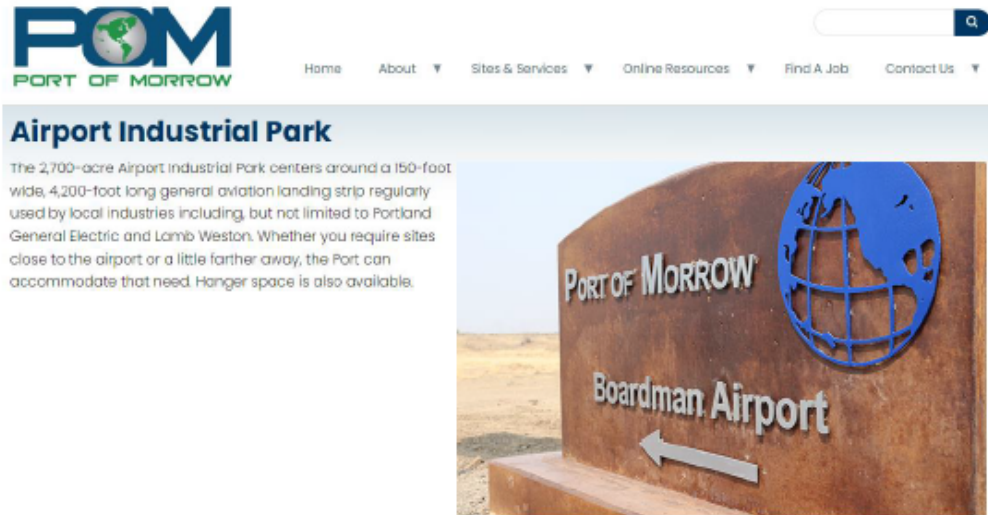




Figure 3b Port of Morrow Airport Industrial area - "At the Time of Investigation"

Subtitle if Applicable



Port of Morrow Land availability or lack thereof.

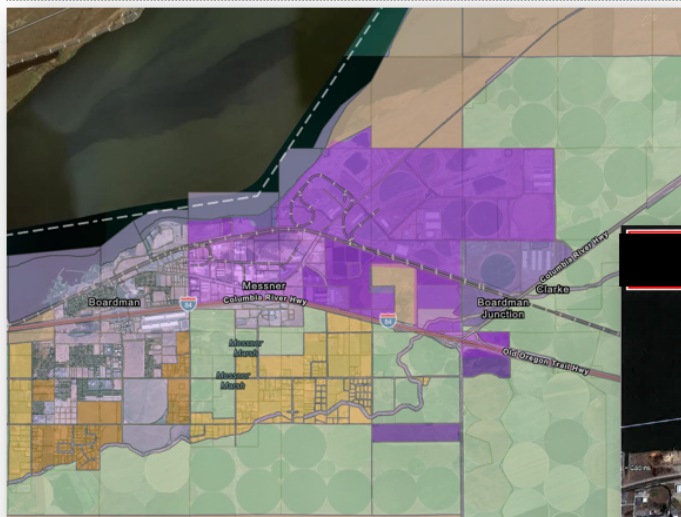
- Congested Transmission
- Lack of available lands



Port of Morrow provided map

Figure 3c Port of Morrow EAST BEACH Area – "At the Time of Investigation"

Subtitle if Applicable



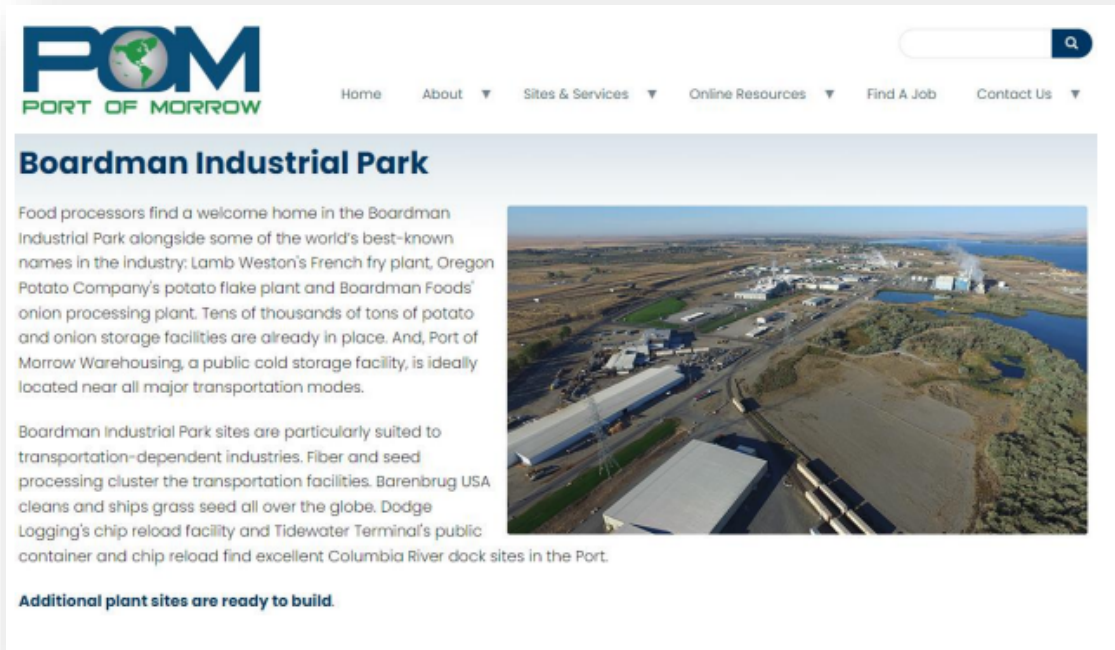
Port of Morrow Land availability or lack thereof.

- Transmission Congestion
- Lack of Capacity
- Lack of available lands



Port of Morrow provided map

FIGURE 4 – DLCD Site 5



The screenshot shows the Port of Morrow website. At the top left is the logo for the Port of Morrow (POM). To the right of the logo is a search bar and a navigation menu with links for Home, About, Sites & Services, Online Resources, Find A Job, and Contact Us. The main heading is "Boardman Industrial Park". Below the heading is a paragraph of text describing the park as a hub for food processors, mentioning companies like Lamb Weston and Oregon Potato Company. To the right of the text is an aerial photograph of the industrial park, showing large buildings, parking lots, and a body of water in the background. Below the text is another paragraph highlighting the park's suitability for transportation-dependent industries. At the bottom left of the page, it states "Additional plant sites are ready to build."



Figure 4 - Boardman Industrial Park

Subtitle if Applicable



Adverse Siting Criteria-

- *Transmission Congestions*
- *Lack of Capacity*
- *Lack of significant acreage.*
- *Occupied parcels*

Example of Data Center acreage needs

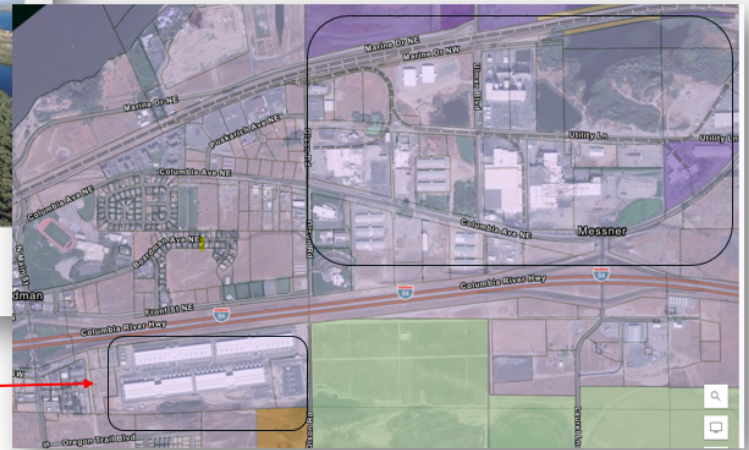


FIGURE 5 – DLCD Site 6

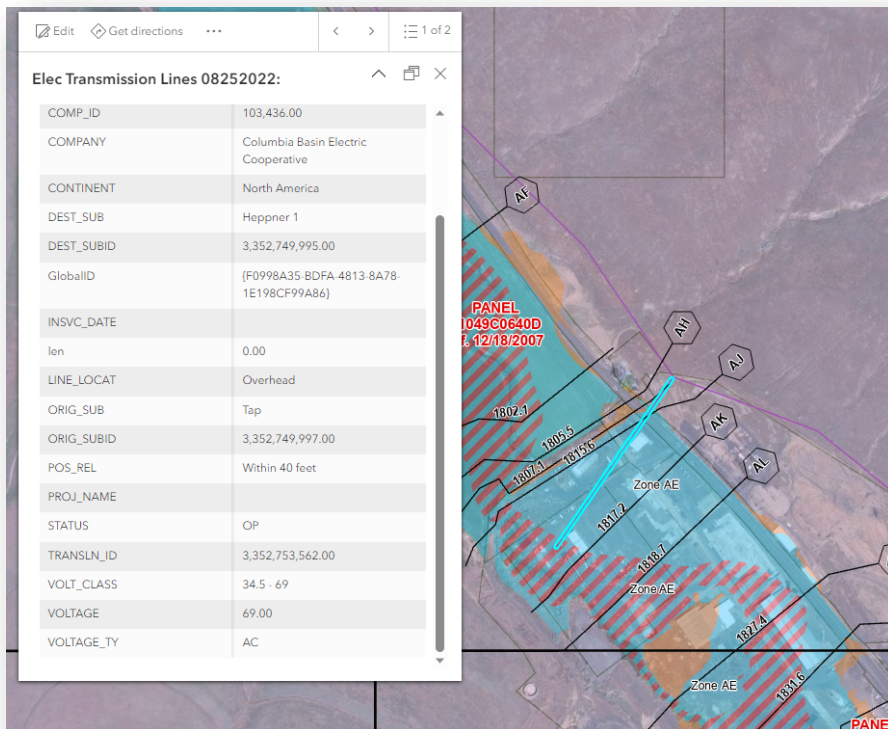
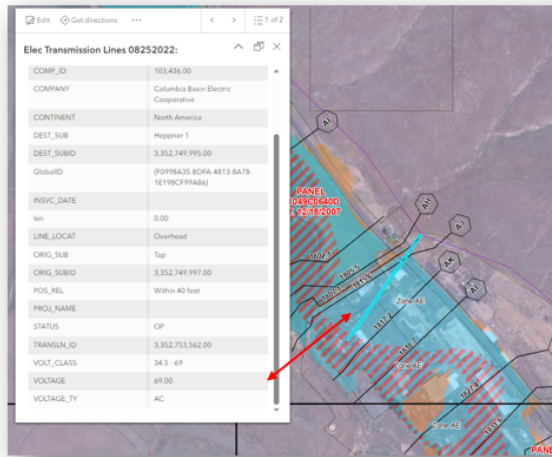


Figure 5 - Port of Morrow's South Morrow County Industrial Park - "At the Time of Investigation"

Subtitle if Applicable



The South Morrow County Industrial park is located in FEMA Regulatory Floodway. The Port of Morrow did not provide this parcel in their maps due to the Floodplain issue.



Electrical transmission service is single feed at 69KV. Not sufficient for Data Center needs.



FIGURE 6 – DLCD Site 7

Figure 6 - Industrial Sites for Sale or Lease - “ At the Time of Investigation”

Subtitle if Applicable



Attachment to DLCD Letter
August 15, 2023
Percheron Application AC-145-23; ACM-146-23; AZM-147-23



Home About Sites & Services Online Resources Find A Job Contact Us

Industrial Sites for Lease/Sale

The Port of Morrow offers industrial building sites from 1 to 2,000 acres in size as an economical alternative to metropolitan areas.

Four industrial parks, served by efficient transportation modes, and dependable and modern utilities, make the Port a sensible choice for many industries.

Contact us for more information. Phone: 541-481-7678

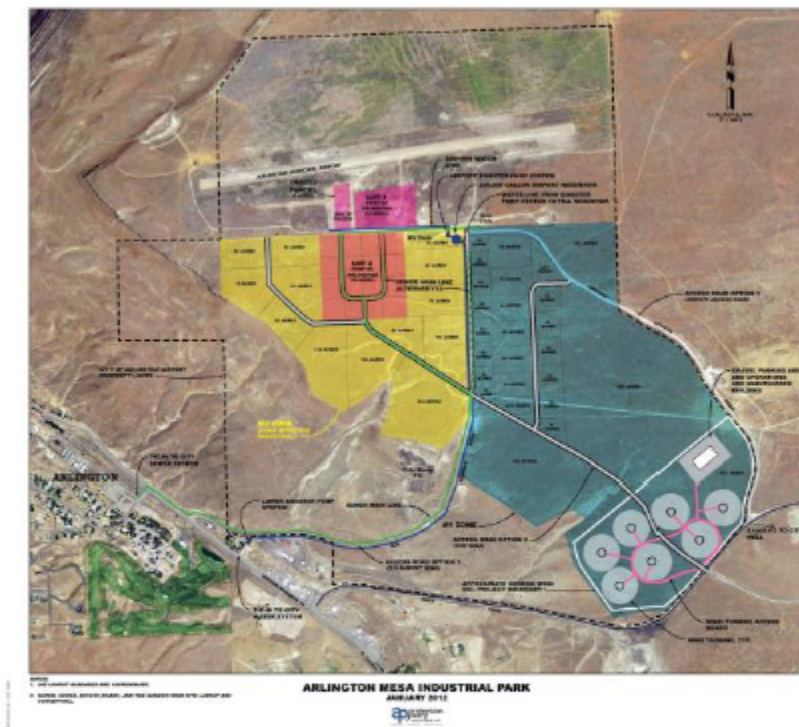


As this appears to be a screen shot from the Port of Morrow’s Website, We feel we have addressed all the Port of Morrow’s land in the previous 2 slides

Figure 7 – DLCD Site 8

Port of Arlington – Mesa Airport and Industrial Park
Source: <https://www.portofarlington.com/arlington-mesa.html>

Arlington Mesa Airport and Industrial Park For Sale or Lease/ Build to Suit



Airport Development sites, up to 8 acres remaining
Industrial Development Sites, up to 364 acres remaining
Arlington, Oregon
January 2018

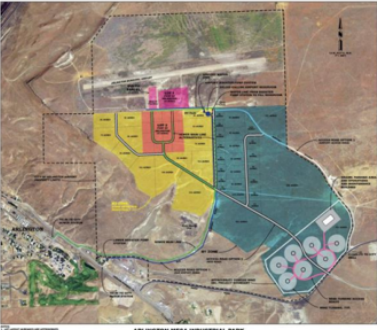
Figure 7 - Port of Arlington MESA Industrial site - "At the Time of Investigation"



Ruled out by Topography

Port of Arlington – Mesa Airport and Industrial Park
 Source: <https://www.portofarlington.com/arlington-mesa.html>

Arlington Mesa Airport and Industrial Park
 For Sale or Lease/ Build to Suit



Airport Development sites, up to 8 acres remaining
 Industrial Development Sites, up to 364 acres remaining

Arlington, Oregon
 January 2018

Adverse Siting Requirements

- *Topography*
- *Constrained Lot size and availability*
- *Congested Transmission*

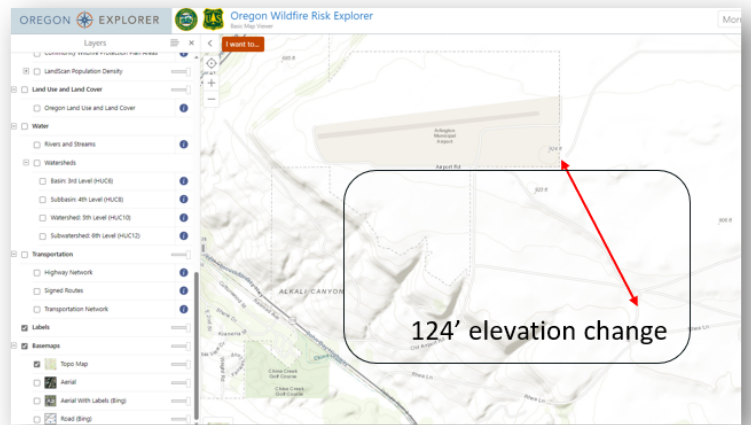


FIGURE 8 – DLCD SITE 9

Shutler Station Industrial Park	2018
---------------------------------	------

Shutler Station Industrial Park
For Lease/ Build to Suit



Industrial Development Sites, up to 90- 65 acres remaining
200 acres undeveloped private Industrial land also available
Arlington, Oregon
August 2018



Figure 8 - Port of Arlington – Shuttler Station – “ At the Time of Investigation”



Subtitle if Applicable



Industrial Development Sites, up to ~~90~~ 65 acres remaining
200 acres undeveloped private Industrial land also available
Arlington, Oregon
August 2018

Adverse Site Criteria

- *Constrained land availability*
- *Flood Zone*

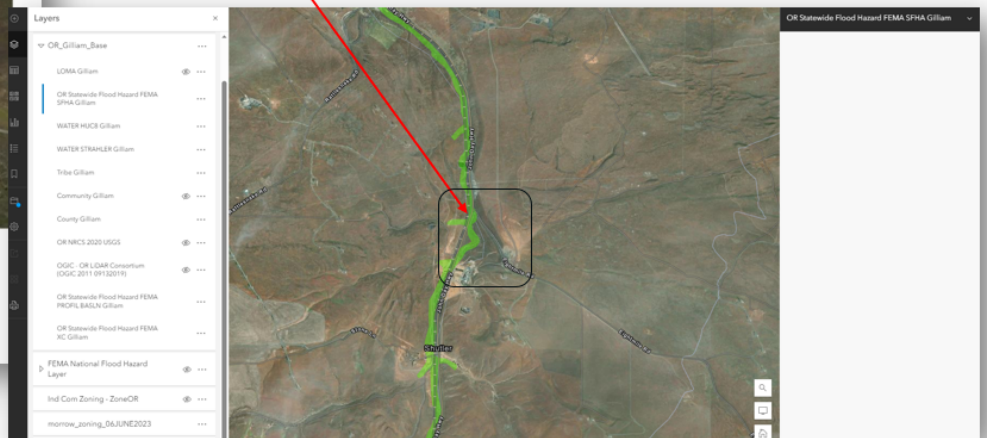
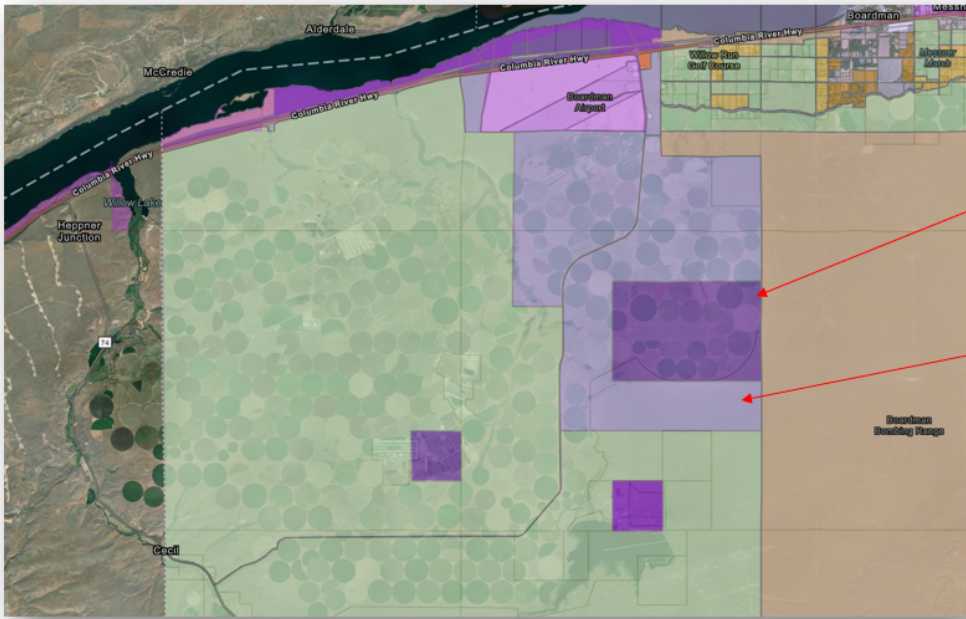


FIGURE 9 – Morrow County Adjacent Lands

Figure 9 - Morrow County Adjacent Lands – “At the Time of Investigation”

Subtitle if Applicable



DLCD’s suggestion of adjacent lands.

Adverse Siting Criteria- At the time of Investigation.

- Unwilling Landowner
- Prime farmland
- Lack of transmission

3Mile Canyon farms will not sell any lands with irrigation.

Data Centers are not an allowed use in Space Age Industrial, either by “Use by Right or Conditional” and still require zone amendment.

TABLE

Alternatives Sites Considered	Distance from Selected Site (miles)	Jurisdiction	Zoning	Within or Distance to UGB	Zoning of Adjacent Lands	Criteria Assessment	Conclusion
Columbia Development Authority – Umatilla County	20	Umatilla County	Various	3 miles	UDM, DI-U	Discussed in Alternatives Analysis as Alternative 2. The availability of power capacity and electrical service sufficient to meet the Project need was not and is not currently available. Clear title, required for the purchase of the property, was not available and was only recently acquired by the current landowner. Finally, the development of previously contaminated properties is a complex and protracted process; the Applicant was unable to realistically explore development within the area known as “Umatilla Ordinance Depot” based also on timing and contractual requirements to deliver the Project, as well as the financial feasibility of securing financing and insuring a previously contaminated site.	Criteria 1, 3, 4 not met.
West Umatilla County – Industrial Zoned Lands	25	Umatilla County	RLIZ, LRLIZ, HI	0-1 miles	Various	Discussed in Overarching Assessment: Umatilla County RLIZ, LRLIZ, HI Zones as well as Alternatives 3 and 4, addressed in Appendix D. There are limited areas that fall within the zones that allow data centers to be permitted outright as all these zoned areas are already occupied with existing infrastructure or development. In addition, other areas where a data center use would potentially be compatible were also analyzed and Applicant found that some sites were already developed or committed and/or presented environmental constraints, including wetlands and floodplains. The Applicant found that power availability, timing and cost to deliver power, and landowner and land characteristics (availability and buildable acreage) would not be met by these sites.	Criteria 1, 3, 4, 7 and 8 not met.
Port of Morrow – Airport Industrial Park	20	Morrow County	AI, ALI	3-4 miles	Various	Discussed in Overarching Assessment: Morrow County MG, PI, ALI Zones. No undeveloped, vacant land available that meets the size requirements of Criteria 3. The Applicant also found the site did not meet the siting requirements for power availability.	Criteria 1 and 3 not met.
Port of Morrow – East Beach Industrial Park	20	Morrow County	PI	1-2 miles	PI, MG, PUB	Discussed and addressed in the Applicant’s Overarching Assessment: Morrow County MG, PI, ALI Zones. The Applicant found that the Alternative Site presented did not meet the siting requirements of Criterion 3, land characteristics and availability. The Applicant also found the site did not meet the siting requirements for power availability.	Criteria 1 and 3 not met.
Port of Morrow – Boardman Industrial Park	20	Morrow County	GI	City of Boardman/ Port of Morrow	PI, MG, PUB	Applicant found that the Alternative Site presented did not meet the siting requirements of Criterion 3, land characteristics size and availability. The Applicant also found the site also did not meet the siting requirements for power availability.	Criteria 1 and 3 not met.
Port of Morrow – South Morrow Industrial Park	25+	Morrow County	MG	1-2 miles	EFU	The Applicant found that the Alternative Site presented did not meet the siting requirements of Criterion 1, power availability. The Applicant found that the Alternative Site contains areas including environmentally sensitive resources, Criterion 4 (constrained by floodplain).	Criteria 1 and 4 not met.
Port of Morrow – Industrial Sites for lease/sale	20	Morrow County	Various	Various	Various	Applicant could not identify which sites DLCD may be implying could be alternatives based on the information provided. Applicant considered sites for sale or lease from the Port of Morrow in its Complete Alternatives Analysis, in particular POM Airport Park and POM East Beach but none of those sites were reasonable based on Applicant’s eight siting criteria.	Criteria 1 and 3 not met.
Port of Arlington- Mesa Airport and Industrial Park	20	Gilliam County	M-L, M1, M2	Within	EFU	The Applicant considered the Alternative Site and found that it did not meet the siting requirements of Criterion 3, land characteristics for topography. The Alternative Site presented also does not meet the power availability requirements.	Criteria 1 and 3 not met.
Port of Arlington- Shuttler Station	20	Gilliam County	II	4-5 miles	EFU	The Applicant considered the Alternative Site and found that it did not meet the siting requirements of Criterion 3, land availability. The Alternative Site presented also does not meet the environmentally sensitive resources and protected areas requirements for floodplains.	Criteria 3 and 4 not met.

ERM

1050 SW 6th Avenue
Suite 1650
Portland, OR 97204

Telephone: +1 503 488 5282

www.erm.com

APPENDIX A



From: Mark Patton <MarkP@portofmorrow.com>
Sent: Friday, August 25, 2023 2:11 PM
To: David Shiflett
Cc: Albrich, Elaine; Bobby Hollis; Tess MacMorris; Xiomara Gerlach; Martin Romo
Subject: RE: Port of Morrow Industrial sites-Availability vs. Occupied
Attachments: 0829_001.pdf

[EXTERNAL]

David, see attached. I didn't provide any map for the Heppner site due to it be in the floodplain.

Have a great weekend.



Mark Patton
Chief Operations Officer

541.481.7678 | 541.571.1311
PO Box 200 | 2 E Marine Drive | Boardman, OR 97818
markp@portofmorrow.com | www.portofmorrow.com

From: David Shiflett <dshiflett@rowan.digital>
Sent: Monday, August 21, 2023 11:44 AM
To: Mark Patton <MarkP@portofmorrow.com>
Cc: Elaine Albrich <ElaineAlbrich@dwt.com>; Bobby Hollis <bhollis@rowan.digital>; Tess MacMorris <Tess.MacMorris@erm.com>; Xiomara Gerlach <xgerlach@rowan.digital>; Martin Romo <mromo@rowan.digital>
Subject: [EXTERNAL] Port of Morrow Industrial sites-Availability vs. Occupied

This Message originated outside your organization.

Hi Mark,

As a follow up to our conversation from last Wednesday, would you be able to provide a map/list of parcels owned by POM. As discussed, part of our Alternative Analysis needs to demonstrate what lands are available, what are not and what would never be available.

Kindly

David Shiflett
Director, Development
(m) 231-218-6278

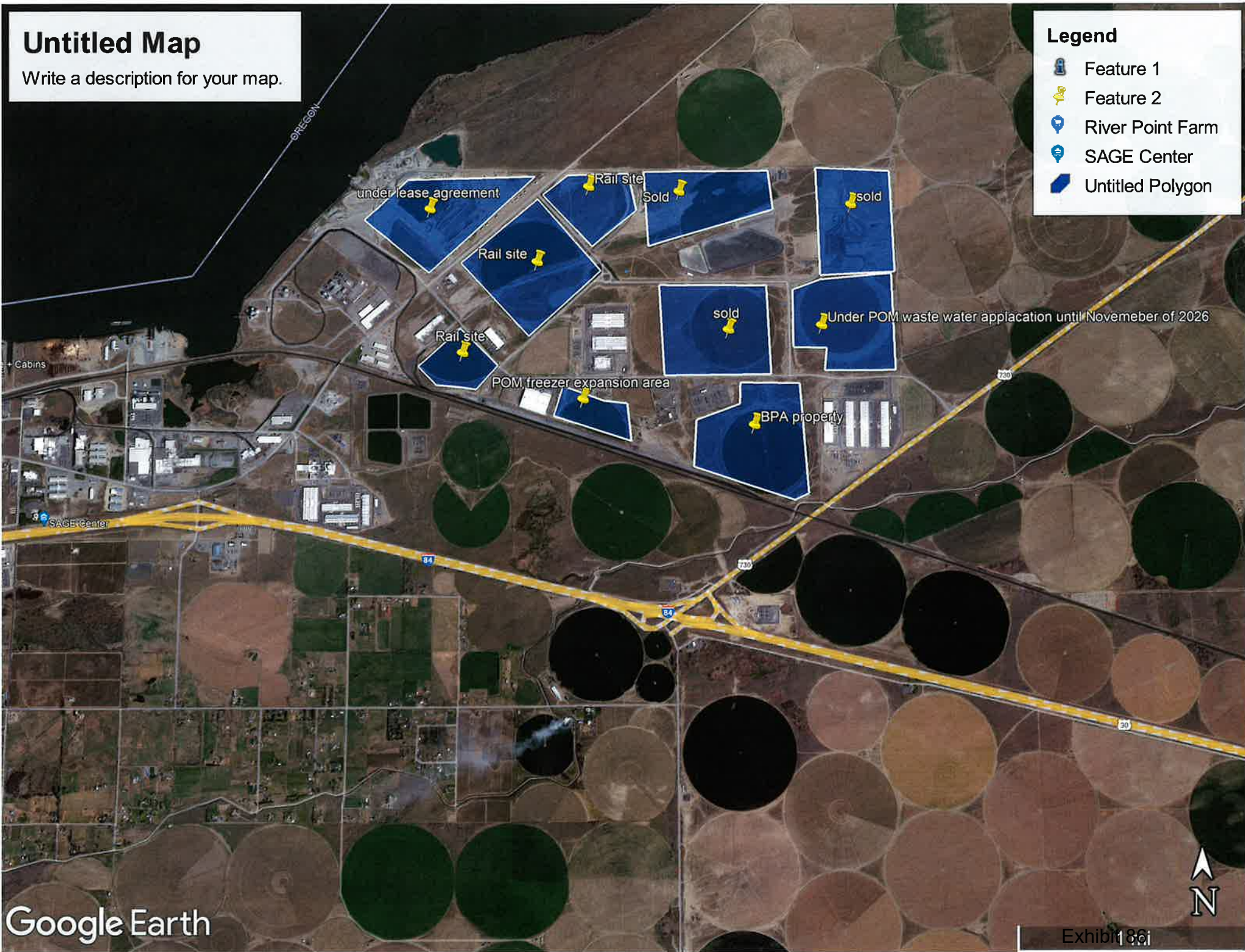


Untitled Map

Write a description for your map.

Legend

-  Feature 1
-  Feature 2
-  River Point Farm
-  SAGE Center
-  Untitled Polygon

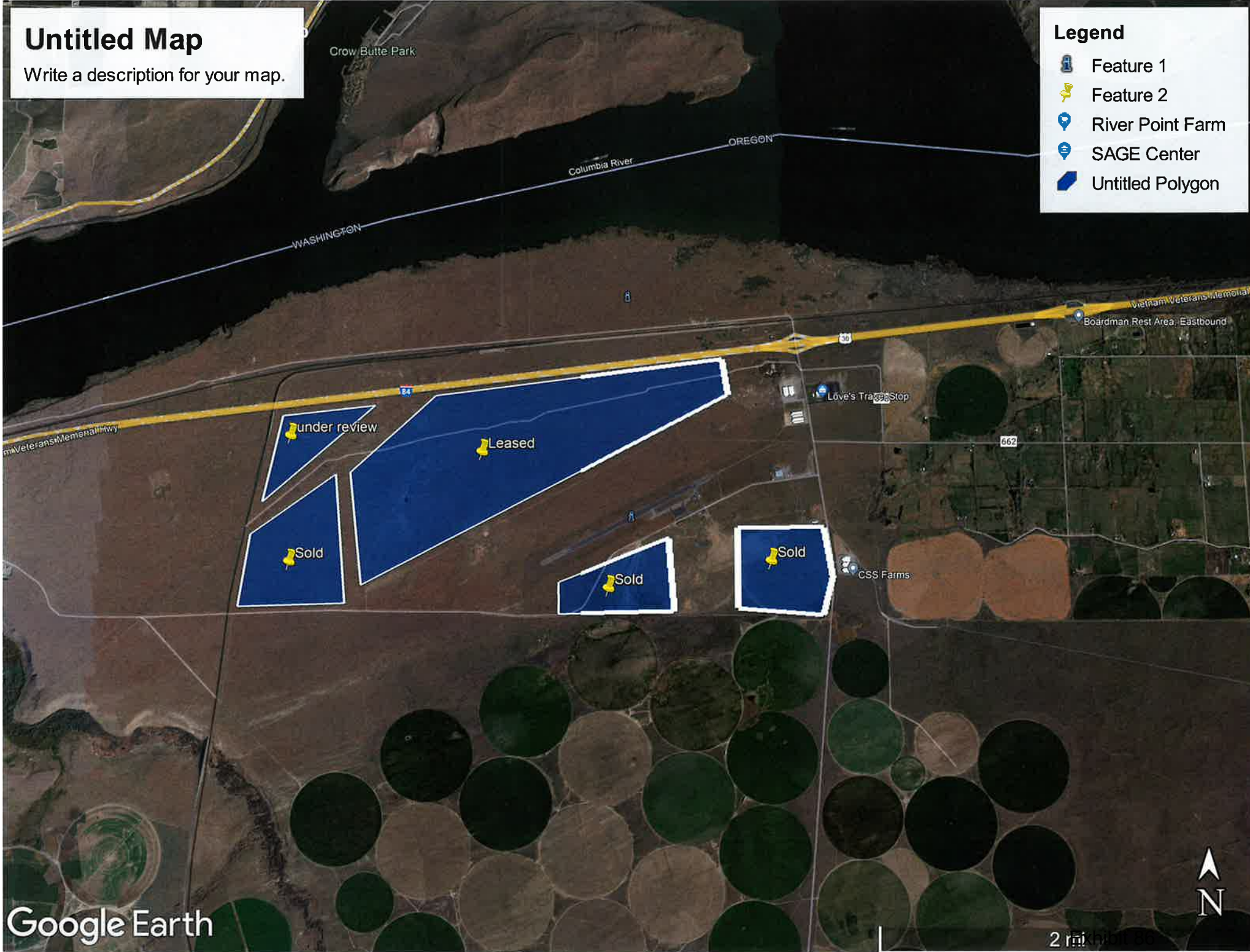


Untitled Map

Write a description for your map.

Legend

-  Feature 1
-  Feature 2
-  River Point Farm
-  SAGE Center
-  Untitled Polygon



APPENDIX B



Alternative Analysis – Rowan’s Decision timeline and “AT THE TIME” investigation

December of 2020

Rowan begins investigation into Morrow and Umatilla Counties late 2020 and early 2021. Review of the Bonneville Power Administration Load Queue reveals serious congestion near along I-84 Corridor. Rowan requires 115KV Line or substation, preferably 230KV or greater

Rowan requests Feasibility from Pacific Power in early 2021

Sites ruled out based on previous queue load requests and lack of capacity.

Based on Feasibility results and Power flow analysis, Rowan enters into Purchase Option agreement with 3mile Canyon Farms

Initial System impact Study was kicked off 2/14/2021

Financial Security deposited

Electrical Service Study Agreement executed with Pacific Power 11/15/2021

Financial security deposited

Engineering & Material procurement agreement executed 12/15/2022

Additional financial Security deposited

8.0 Transmission Study Results and Facility Requirements/Costs (Preliminary Scope Estimate)

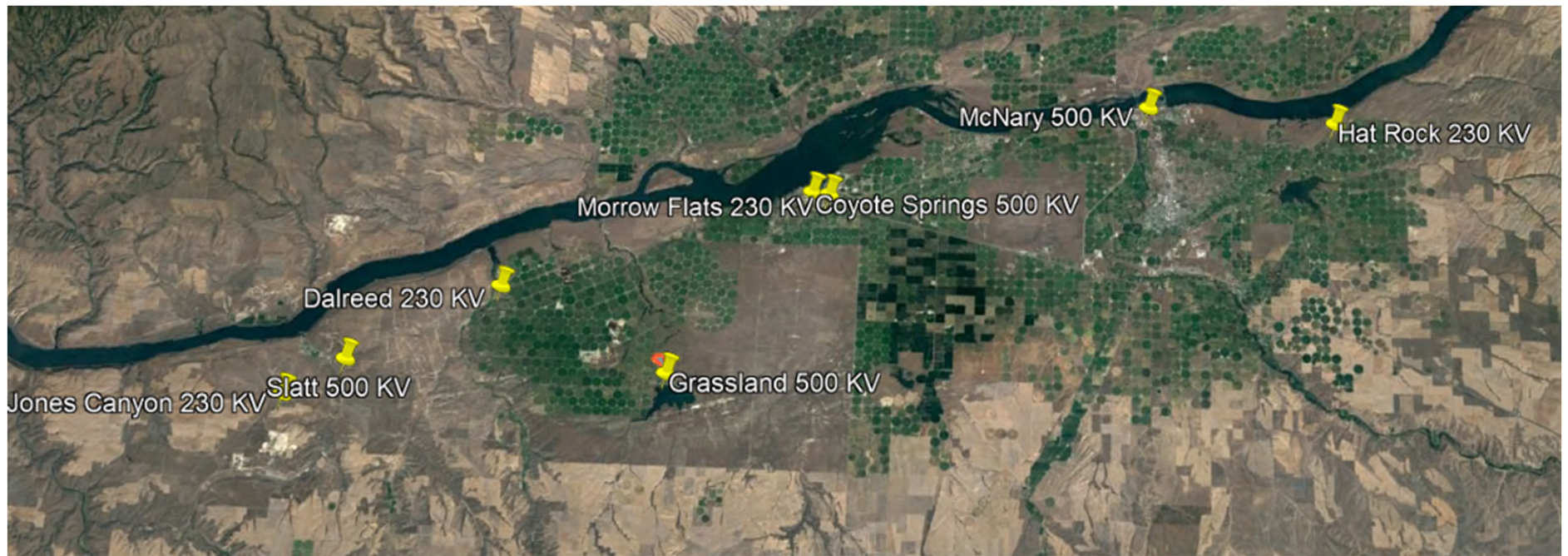
The Boardman area is heavily congested with limited transmission capacity. Multiple service plans were investigated and studied, each carries its own risks, uncertainties, and challenges to meet Customer’s timeline. This study proposes the initial service plan and following with three alternatives of full buildout options that are the most viable.

Excerpt from Pacific Power describing congestion in transmission.

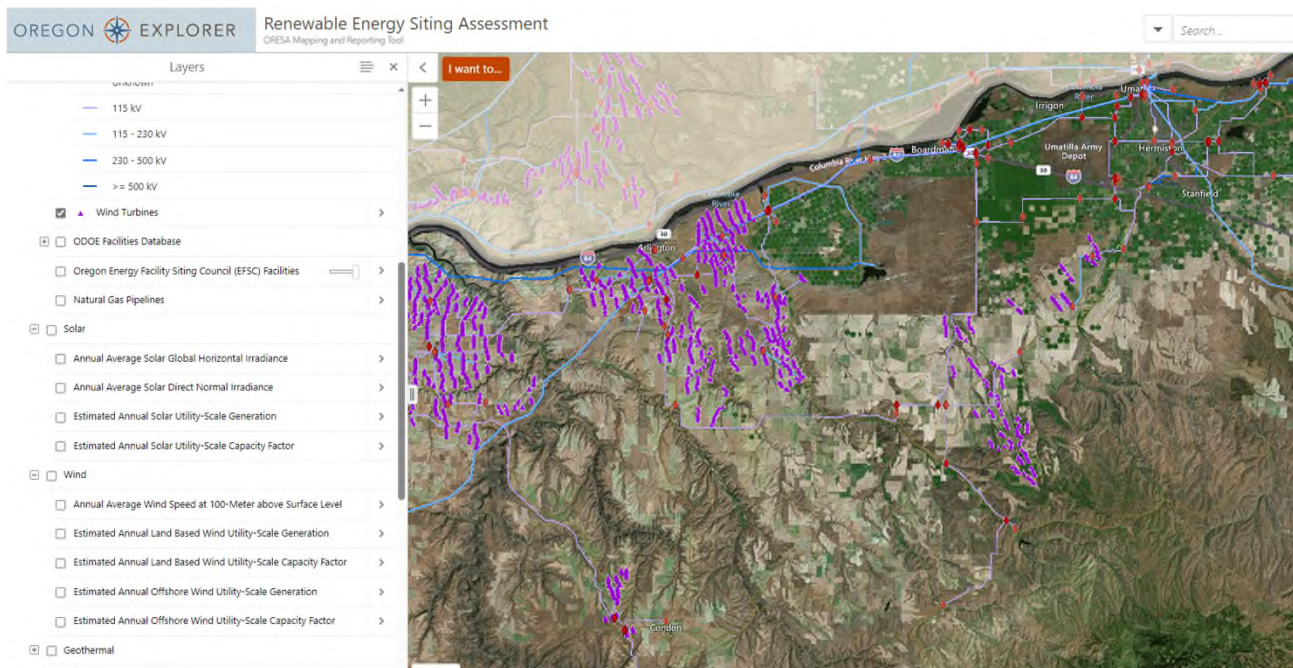
Area of Investigation – Requirements for consideration (>115 kV, preferably > 230 kV)



Rowan's search area in late 2020 and 2021



Power Flow Congestion - “At the Time of Investigation”



This map demonstrates the power flow constraints from Wind generation flowing onto the transmission grid.



Bonneville Power Administration Load Queue & Capacity requests

Current BPA Queue- Publicly available

	A	B	C	D	F	G	J	K	L	M	N
1	Bonneville Power Administration Interconnection Request Queue										
2	Note: Requests with queue positions lower than 200 were submitted prior to adoption of LGIP/SGIP.										
3	Please see the Comments for additional details.										
4	Generator Interconnection technical study reports are available upon request to studyrequest@bpa.gov .										
5	Request Number	Request Date	Project Name	Requestor	Point Of Interconnection	Status	Connection Type	Requested In-Service Date	Agreed To: (Blank=TBD)	Max Summer MW	Max Winter MW
240	L0521	3/18/2022 11:10 AM	West of Boardman	PacifiCorp	BPA's proposed Longhorn Substation	RECEIVED	LL	1/2/2026	1/2/2026	1100	1100
	L0520	3/18/2022 10:55 AM	Dalreed Substation	PacifiCorp	the BPA Morrow Flat - Jones Canyon #1 230 kV line.	RECEIVED	LL	1/2/2024	1/2/2024	72	72
241	L0516	3/01/2022 8:13 AM	Boardman-Ion 69kV Line Relocation & New 230kV Step Down Sub	Idaho Power Company	BPA's Planned Longhorn Substation	E&P EXECUTED	LL	2/19/2025	7/19/2025	0	0
248	L0515	2/23/2022 7:57 AM	Boardman to Hemingway Project	Idaho Power Company	BPA's Planned Longhorn Substation	RECEIVED	LL	5/29/2026	2/19/2025	0	0
249	L0510	12/02/2021 6:35 AM	West of Boardman	Umatilla Electric Cooperative	BPA's Ashe - Slatt No.1 500 kV line	STUDY	LL	12/7/2024	12/1/2025	1000	1000
272	L0499	8/13/2021 12:39 PM	Project Pivot and Specialized	PacifiCorp	McNary Substation	STUDY	LL	8/9/2024	8/9/2024	484	484
309	L0498	8/13/2021 9:47 AM	Project Litespeed	PacifiCorp	BPA's Boardman - Alkali No.1 115 kV line	STUDY	LL	1/1/2024	1/1/2024	185	185
311	L0482	9/22/2020 10:13 AM	Morrow Flat_Longhorn	Umatilla Electric Cooperative	Morrow Flat 230kV Substation	CONST AGRMT EXE	LL	8/31/2022	12/30/2024	500	500
353	L0481	9/22/2020 10:07 AM	McNary 230kV	Umatilla Electric Cooperative	McNary 230kV, Bay 28	CONST AGRMT EXE	LL	8/31/2022	11/30/2024	450	450
354	L0454	11/20/2018 8:40 AM	Morrow Flat	Umatilla Electric Cooperative	BPA Morrow Flat Substation	STUDY	LL	12/31/2019	4/29/2022	120	120

Rowan examines the BPA Queue to assess areas to look for capacity as well as areas that are constrained, such as McNary, Morrow Flat, Dalreed, etc.

APPENDIX C

From: Byron Smith <bsmith@hermiston.or.us>

Sent: Saturday, June 24, 2023 5:17 PM

To: tmabbot@co.morrow.or.us

Cc: Kirstin Gunderson <kgunderson@rowan.digital>; David Drotzmann <drdave@lvseyedoc.com>; David Shiflett <dshiflett@rowan.digital>; Martin Romo <mromo@rowan.digital>; Albrich, Elaine <ElaineAlbrich@dwt.com>; Mark Morgan <mmorgan@hermiston.or.us>; Nathaniel Brown <Nathaniel@thinkhubbell.com>

Subject: RE: Help w/ Email to Morrow County

[EXTERNAL]

Hey Tamara,

A group from the City of Hermiston, including Mark and I, met with the Rowan Digital Infrastructure team on May 31. Even though the Percheron data center project is not in Umatilla County or even the City of Hermiston, we appreciated the conversation and outreach and the information they provided.

It's come to our attention that a question has been raised about the alternative site analysis conducted by the Rowan team. I want to state for the record that the City of Hermiston fully welcomes Rowan's project to the region. The City also understands the Rowan team selected the site in Morrow County based on the timing of approval processes in other locations including in and around Hermiston.

Let me know if you have any questions.

Byron



Where Life is Sweet

Byron D. Smith

City Manager

bsmith@hermiston.or.us

541-567-5521

From: Tamra Mabbott <tmabbott@co.morrow.or.us>
Sent: Tuesday, August 29, 2023 1:29 PM
To: Michaela Ramirez; Bainter, Allison
Cc: Albrich, Elaine
Subject: RE: Help w/ Email to Morrow County

Categories: Filed to ND
FilingIndicator: -1

[EXTERNAL]

Michaela - Thanks for forwarding.

Allison - It looks like my name is mis-spelled in the email from Byron Smith, Hermiston City Manager. I believe you can still submit this for the written record.

Tamra

From: Michaela Ramirez <mramirez@co.morrow.or.us>
Sent: Tuesday, August 29, 2023 1:16 PM
To: Tamra Mabbott <tmabbott@co.morrow.or.us>
Subject: FW: Help w/ Email to Morrow County

I just wanted you to be aware of this email. I don't recall this name ever coming up in any of our emails or paperwork. How about you?

Morrow County Planning Department
Administrative Assistant Michaela Ramirez
mramirez@co.morrow.or.us
PO Box 40, Irrigon, OR 97844
541-922-4624 Ext 5508

From: Bainter, Allison <AllisonBainter@dwt.com>
Sent: Tuesday, August 29, 2023 12:23 PM
To: Michaela Ramirez <mramirez@co.morrow.or.us>
Cc: Albrich, Elaine <ElaineAlbrich@dwt.com>; Jamin, Olivier <OlivierJamin@dwt.com>
Subject: RE: Help w/ Email to Morrow County

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Hi Michaela,

Can you confirm that the email below from the City of Hermiston is in the Rowan record, and where in the record it is located? Thanks!

Allie Bainter

Legal Assistant, Davis Wright Tremaine LLP

P 503.778.5424 E allisonbainter@dwt.com

A 1300 SW Fifth Avenue, Suite 2400, Portland, OR 97201-5610

DWT.COM

From: Byron Smith <bsmith@hermiston.or.us>

Sent: Saturday, June 24, 2023 5:17 PM

To: tmabbot@co.morrow.or.us

Cc: Kirstin Gunderson <kgunderson@rowan.digital>; David Drotzmann <drdave@lvseyedoc.com>; David Shiflett <dshiflett@rowan.digital>; Martin Romo <mromo@rowan.digital>; Albrich, Elaine <ElaineAlbrich@dwt.com>; Mark Morgan <mmorgan@hermiston.or.us>; Nathaniel Brown <Nathaniel@thinkhubbell.com>

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Byron



Byron D. Smith
City Manager
bsmith@hermiston.or.us
541-567-5521