

**MORROW COUNTY BOARD OF COMMISSIONERS AGENDA**  
**Wednesday, October 18, 2023 at 9:00 a.m.**  
**Morrow County Government Center, Don Adams Conference Room**  
**215 N.E. Main Avenue, Irrigon, Oregon**  
*See Zoom Meeting Info Page 2*

**AMENDED**

- 1. Call to Order & Pledge of Allegiance:** 9:00 a.m.
- 2. Public Comment**
- 3. Open Agenda**
- 4. Consent Agenda**
  - a. Second Amendment to Oregon Health Authority Intergovernmental Agreement #180024 for the Financing of Public Health Services
  - b. Rock Pit Agreement with JJMC LLC
  - c. Rock Pit Agreement with Cliff Dougherty
  - d. **Rock Crushing Extension with 4R Equipment LLC**
  - e. Intent to Award Request for Proposals, Architectural Design Services, New Circuit Court Building Near the Fairgrounds (Matthew Jensen)
  - f. **Intergovernmental Agreement Between Morrow County and Gilliam County for Board of Property Tax Appeals**
- 5. Business Items**
  - a. Columbia Development Authority Update (Greg Smith)
  - b. Presentation from Ken Patterson, Region 5 Manager, Oregon Department of Transportation
  - c. Presentation from Mike McArthur, Executive Director, Community Renewable Energy Association
  - d. Grant Update – South Morrow County Seniors Matter (Jerry Conklin)
  - e. **Request for Annexation from Boardman Fire Rescue District (Chief Mike Hughes)**
  - f. Funding Request from Irrigon Stokes Landing Senior Center (Matthew Jensen)
  - g. Policy Update: Classification and Reclassification Process (Lindsay Grogan)
  - h. **2023 Second Season Youth Elk Spike Hunt at OHV Park (Greg Close)**
  - i. Acceptance of Grant from Environmental Protection Agency (Tamra Mabbott)
  - j. Pinegate Renewables LLC Application for Sunstone Solar Project Mitigation Program (Tamra Mabbott)
  - k. Update on State Filing, Notice of Intent to Appeal County Approved Rezone Percheron Application (Tamra Mabbott)
  - l. Presentation and Possible Action of Proposed Briefing Papers on Water (Tamra Mabbott & Robin Canaday)
  - m. **Discussion and Possible Action, Appointment Process to Fill Vacant Board Position with Port of Morrow**
  - n. **Amendment to Health Officer Contract (Justin Nelson)**
  - o. Resolution No. R-2023-24: Approving Morrow County Investment Policy (Jaylene Papineau)
- 6. Department Reports**
  - a. Treasurer’s Monthly Report (Jaylene Papineau)
  - b. Planning Department Monthly Report (Tamra Mabbott)

- c. County Counsel Report (Justin Nelson)
- d. Juvenile Department Quarterly Report (Christy Kenny)
- e. The Loop/Public Transit Quarterly Report (Benjamin Tucker)
- f. Justice Court Quarterly Report (Glen Diehl)
- g. Accounts Payable Monthly Report

**7. Correspondence**

**8. Commissioner Reports**

- 9. Executive Session:** Pursuant to ORS 192.660(2)(h) to consult with legal counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; pursuant to ORS 192.660 (2)(f) to consider information or records that are exempt by law from public inspection under ORS 192.355(1), which is communications within a public body of an advisory nature; and pursuant to ORS 192.660(2)(f) to consider information or records under ORS 192.355(9), which is information the disclosure of which is confidential or privileged under Oregon law, including under ORS 40.225, lawyer-client privileged communications.

Pursuant to ORS 192.192.660 (4), representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced.

**10. Signing of documents**

**11. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact 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
- 1-669-900-6833
- 1-312-626-6799

- 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](mailto:jnelson@co.morrow.or.us)



# AGENDA ITEM COVER SHEET

## Morrow County Board of Commissioners

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(For BOC Use)  
Item #  
**4b**

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

Presenter at BOC: Robin Canaday  
 Department: Public Health  
 Short Title of Agenda Item:  
(No acronyms please)

Date submitted to reviewers: 10/5/2023  
 Requested Agenda Date: 10/18/2023

Second amendment to IGA #180024 For Financing of Public Health Services,

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

<input type="checkbox"/> N/A		<u>Purchase Pre-Authorizations, Contracts &amp; Agreements</u>
Contractor/Entity: <span style="color: red;">Oregon Health Authority</span>		
Contractor/Entity Address: <span style="color: red;">800 NE Oregon Street, Suite 930, Portland, OR 97232</span>		
Effective Dates – From: <span style="color: red;">7/01/2023</span>	Through: <span style="color: red;">6/30/2024</span>	
Total Contract Amount:	Budget Line:	
Does the contract amount exceed \$5,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Reviewed By:

<u>Robin Canaday</u>	<u>8/18/2023</u> <small>DATE</small>	Department Director	Required for all BOC meetings
_____	_____ <small>DATE</small>	Administrator	Required for all BOC meetings
_____	_____ <small>DATE</small>	County Counsel	*Required for all legal documents
<u>Kevin Ince</u>	<u>10/3/23</u> <small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____ <small>DATE</small>	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

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

Second Amendment of Oregon Health Authority 2023-2024 Intergovernmental Agreement #180024 for the financing of Public Health Services

This amendment includes an increase in funding for:

State Support for Public Health in the amount of \$11,378.75

Public Health Emergency Preparedness in the amount of \$50,408.25

School Based Health Center Mental Health Expansion in the amount of \$4,000

Leadership, Governance and Program implementation in the amount of \$267,840.77

For a total increase of OHA Public Health Approved Funds in the amount of \$333,627.77

## 2. FISCAL IMPACT:

Total added funding from this amendment \$333,627.77

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

Motion to approve Amendment to Intergovernmental Agreement #180024 -2 For the Financing of Public Health Services. Signature approving amendment

Attach additional background documentation as needed.

Agreement #180024



**AMENDMENT TO OREGON HEALTH AUTHORITY  
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Second Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Morrow County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. This Amendment is effective on **August 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit A “Definitions”, Section 18 “Program Element” is amended to replace the Program Element titles and funding source identifiers for PE12 “Public Health Emergency Preparedness and Response (PHEP)” with the following:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<b><u>PE12 - Public Health Emergency Preparedness and Response (PHEP)</u></b>					
<u>PE 12-01 Public Health Emergency Preparedness Program (PHEP)</u>	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
<u>PE 12-02 COVID-19 Response</u>	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<u>PE12-03 - MPOX Event Funding</u>	FF	Public Health Emergency Response	93.354	N	Y
<u>PE12-04 - MRC-STSTRONG</u>	FF	Medical Reserve Corps Small Grant Program	93.008	N	Y
<u>PE12-05 - Hospital Preparedness Program</u>	FF	National Bioterrorism Hospital Preparedness Program	93.889	N	Y

- b. Exhibit B Program Element #12 “Public Health Emergency Preparedness and Response (PHEPR) Program” and Program Element 44 “School Based Health Centers (SBHC)” and Program Element 51 “Public Health Modernization” are hereby superseded and replaced by Attachment A attached hereto and incorporated herein by this reference.
  - c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
  - d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. **Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Approved by: \_\_\_\_\_  
 Name: /for/ Nadia A. Davidson  
 Title: Director of Finance  
 Date: \_\_\_\_\_

**MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_  
 Printed Name: David Sykes  
 Title: Chair, Morrow County Board of Commissioners  
 Date: October 18, 2023

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_  
 Name: Rolonda Widenmeyer (or designee)  
 Title: Program Support Manager  
 Date: \_\_\_\_\_



**Attachment A**  
**Program Element Descriptions**

**Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program**

**OHA Program Responsible for Program Element:**

**Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response Section**

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Oregon Health Authority (OHA) Public Health Emergency Preparedness and Response (PHEPR) Program.

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.<sup>1</sup>

Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual.<sup>2</sup> The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability as stated in the Public Health Modernization Manual is as follows: “A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.”

This Program Element, and all changes to this Program Element are effective the first day of the month noted in the Issue Date section of Exhibit C of the Financial Assistance Award unless otherwise noted in the Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Public Health Emergency Preparedness and Response.**

- a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,<sup>3</sup> including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,<sup>4</sup> people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing homelessness.<sup>5</sup>
- b. **Base Plan:** A plan that is maintained by the LPHA, describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA’s disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.<sup>1</sup>
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Equity:** The State of Oregon definition of Equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.<sup>6</sup> Historically underserved and marginalized populations include but are not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- i. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. **Hospital Preparedness Program: (HPP)** Grant funding from the U.S. Department of Health and Human Services Administration for Strategic Preparedness & Response (ASPR) in preparing for, responding to, and recovering from the adverse health effects of emergencies and disasters.
- l. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- m. **Medical Reserve Corps (MRC):** The Medical Reserve Corps is a network in the U.S. of community-based volunteer units. LPHAs with MRCs have developed these volunteer organizations to help meet the public health needs of their communities.
- n. **MRC-STTRONG:** Applicable only to LPHAs who have successfully been notified of their award as a sub-recipient of OHA's MRC-STTRONG application. STTRONG is an ASPR Cooperative Agreement to strengthen the MRC network – focusing on emergency preparedness, response, and health Equity needs. Funded projects will bolster community response capabilities, building on the invaluable role that the MRC played during our fight against COVID-19.

- o. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.<sup>7</sup>
- p. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.<sup>8</sup>
- q. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.<sup>9</sup>
- r. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.
- s. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.
- t. **Regional Emergency Coordinator (REC):** Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities’ public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health Equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component					X = Foundational capabilities that align with each component						

<i>X = Other applicable foundational programs</i>												
<b>Planning</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Partnerships and MOUs</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Surveillance and Assessment</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Response and Exercises</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Training and Education</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

**Note: Emergency preparedness crosses over all foundational programs.**

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Not applicable

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

Not applicable

**4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

**a.** Engage in activities as described in its approved PHEPR Work Plan and Integrated Preparedness Plan (IPP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.

**b.** Focus on health Equity by assessing and addressing Equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, workplans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.<sup>2</sup>

**c.** Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template, which is set forth in Attachment 1, incorporated herein with this reference.

**(1) Contingent Emergency Response Funding:** Such funding, as available, is subject to restrictions imposed by the CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and

circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
  - (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
  - (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with Attachment 2 (Use of Funds), incorporated herein with this reference and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.
  - (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
  - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
  - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.<sup>10</sup>
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
  - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
  - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:<sup>10</sup>
    - (a) Prioritizing health Equity as referenced in [Section 4b](#).
    - (b) Coordination with community-based organizations.
    - (c) Development or expansion of child-focused planning and partnerships.
    - (d) Engaging field/area office on aging.

- (e) Engaging behavioral health partners and stakeholders.
- (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and IPP Blank Template tabs, which OHA has provided to LPHA.
- (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.<sup>10</sup>
- (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response and recovery efforts. Portfolio must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.
- (7) As applicable for MRC-STTRONG recipients only, LPHA shall coordinate with the MRC Unit Coordinator, volunteers, the OHA MRC State Program Office, the National MRC Program, community partners, and any other necessary stakeholders for the duration of the MRC-STTRONG project period (June 1, 2023 – May 31, 2025).
- (8) As applicable for HPP recipients only, LPHA shall coordinate with the HPP Regional Emergency Coordinator at the OHA MRC State Program Office for the duration of the HPP project period (July 1, 2023 – June 30, 2024).
- e. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by November 1 of each year or an applicable Due Date based on CDC requirements.<sup>1</sup>
- f. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
  - (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
    - (a) Planning
    - (b) Training and education
    - (c) Exercises.
    - (d) Community Education and Outreach and Partner Collaboration.
    - (e) Administrative and Fiscal activities.
  - (2) Activities should include or address health Equity considerations as outlined in [Section 4b](#).
  - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan

Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

**h.** 24/7/365 Emergency Contact Capability:

- (1)** LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
  - (a)** The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
  - (b)** The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.<sup>2</sup>
  - (c)** The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2)** An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.<sup>2</sup>
  - (a)** Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
  - (b)** Following a quarterly test, LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

**i.** HAN:

- (1)** A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2)** The HAN Administrator must:
  - (a)** Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
  - (b)** Complete appropriate HAN training for their role.
  - (c)** Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
  - (d)** Act as a single point of contact for all LPHA HAN issues, user groups, and training.
  - (e)** Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).

- (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
  - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.<sup>2</sup>
  - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
  - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
  - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
  - (k) Facilitate in the development of the HAN accounts for new LPHA users.
- j. Integrated Preparedness Plan (IPP):** LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.<sup>1</sup> The IPP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
  - (2) Address health Equity considerations as outlined in [Section 4b](#).
  - (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA’s After Action Reports (AAR)/ Improvement Plans (IP).
  - (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
  - (5) Identify at least two exercises per year if LPHA’s population is greater than 10,000 and one exercise per year if LPHA’s population is less than 10,000.
  - (6) **Identify** a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
  - (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.



- (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:
- (a) **Exercise:**
- LPHA must:**
- Submit to HSPR REC 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
  - Involve two or more participants in the planning process.
  - Involve two or more public health staff and/ or related partners as active participants.
  - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (b) **Incident:**
- During an incident, LPHA must:**
- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
  - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (9) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.<sup>2</sup>
- (10) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,<sup>1</sup> the Public Health Accreditation Board<sup>9</sup>, and the National Incident Management System.<sup>7</sup> The training portion of the plan must:
- (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
- (b) Identify and train appropriate LPHA staff<sup>11</sup> to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- k. Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.<sup>7</sup>

- l. Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.
- (1) LPHA must establish and maintain at a minimum the following plans:
    - (a) Base Plan.
    - (b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.<sup>12</sup>
    - (c) Continuity of Operations Plan (COOP)<sup>10</sup>
    - (d) Communications and Information Plan.
  - (2) All plans, annexes, and appendices must:
    - (a) Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
    - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
    - (c) Be functional and operational by June 30, 2023,<sup>10</sup>
    - (d) Comply with the NIMS,<sup>7</sup>
    - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
    - (f) Include health Equity considerations as outlined in [Section 4b](#).
- m. MRC-STTRONG:** Any deliverables resulting from this project should recognize ASPR, OHA, and MRC sponsoring organizations for their respective contributions to the body of work.
- (1) **Roles and responsibilities**

**LPHA shall:**

    - (a) Manage the approved MRC-STTRONG projects identified in finalized MRC-STTRONG application. Before use of the federal ASPR logo, LPHA must consult with the OHA MRC State Program.
    - (b) Participate in an annual OHA MRC State Program check-in: LPHA shall attend two check-in meetings with OHA MRC State Program and other sub-recipients to provide progress reports and engage collaboratively with other units for resource sharing.
    - (c) Complete performance measurement and evaluation tasks including the quarterly and annual reporting, LPHA status report (spent/unspent/encumbered), , and annual check-ins with the OHA MRC State Program Office.
  - (2) **Deliverables:**
    - (a) Standard Workplan: LPHA shall populate and maintain a workplan template provided by the OHA MRC State Program Office.
      - This workplan must be referenced during the two annual OHA MRC State Program check-ins to discuss and monitor progress.
      - As applicable, the workplan must integrate steps that incorporate population and membership driven methodologies for resource allocations that center equitable distribution of material or consumable resources and training resources.

- (b) Reporting Requirement: LPHA shall submit all required reports and any additional reporting as requested, throughout the course of the project.
- (c) LPHA shall present monthly to the MRC Unit Coordinator network during the 1st year (7/1/2023-6/30/2024) and at least once to the coordinator in the 2<sup>nd</sup> year of the project (7/1/2024-6/30/2025), regarding progress or outcomes of their project.
- (d) National preparedness network abstracts: LPHA is *encouraged* to submit abstracts to present at state and national preparedness conferences and other technical assistance resource sharing platforms.
  - **Limitations and Restrictions:** The following special conditions are in place for the Terms and Conditions of funding under this Program Element PE12-04: Purchase of uniforms: These supplies must meet the guidelines established for use as personal protective equipment found in “MRC Safety Equipment Guidelines for MRC-STTRONG Awardees” in Attachment 4 which is incorporated herein with this reference.
  - Uniform components must be returned to the respective unit/program office at the end of the event/project/volunteer tenure. Note: If the federal/ASPR MRC logo is expected to be utilized or placed on any items, please ensure to consult with a member of the MRC- STTRONG Project Team on the logo use guidelines.
- (e) **Change Approval Requirements:** Any deviations from what was approved in the original application (for example, key personnel changes, work plan changes, budget changes) must be reviewed and approved by the OHA MRC State Program Office, Grants Management Specialist and the ASPR’s Project Officer. Contact the OHA MRC State Program Office to initiate workplan/budget changes.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 30

- a. **MRC-STTRONG:** LPHA have the following expectations for revenue and expense reporting
  - (1) **Annual Federal Financial Report:** Due to the OHA MRC State Program Office
  - (2) **LPHA Status Report:** Due to the OHA MRC State Program Office no later than March 2, 2025. The LPHA Status Report communicates the status of allocated funds (spent/unspent/encumbered) 3-months prior to end of project period (March 2, 2025). The OHA MRC State Program will provide a reporting template to LPHA.

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval.

Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.

- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR REC on at least a minimum of a semi-annual basis.
  - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
  - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a Triennial Review. This Agreement will be integrated into the Triennial Review Process.
- d. **Integrated Preparedness Plan (IPP).** LPHA must annually submit an IPP to HSPR REC on or before August 15. Final approved IPP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR REC 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or an Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After-Action Report / Improvement Plan.** LPHA must submit to HSPR REC an After-Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.
- h. **MRC-STTRONG LPHA Progress Reports:** These required reports aim to capture impact of MRC STTRONG funded activities as they relate to [ASPR Strategic Focus Areas](#), [MRC STTRONG goals](#), and [expanded emergency preparedness and response capabilities](#).
  - (1) **Annual Progress Reports:** If LPHA is funded under this PE12-04, LPHA shall submit annual program reports. As part of the progress report financial information will be reported both per major category of expense and by objective. OHA ASPR will provide a template for these reports.
    - (a) Scheduled Due Dates for annual reports from LPHA to the MRC State Program (OHA-PHD):

<b>STTRONG Budget Period</b>	<b>Annual Report Due Date</b>
2023 - 2024	August 1, 2024
2024 - 2025	August 1, 2025

(2) **Quarterly Progress Reports:** LPHA, if funded under this PE12-04 shall submit quarterly program progress reports. As part of the progress report financial information will be reported both per major category of expense and by objective. ASPR will provide a template for these reports.

(a) Scheduled Due Dates for quarterly reports from LPHA to the MRC State Program (OHA-PHD):

BP Quarter	Quarter Period	Quarterly Report Due Date
<b>2023 - 2024 Budget Period</b>		
1	June – August	September 15, 2023
2	September – November	December 15, 2023
3	December – February	March 15, 2024
4	March – May	June 14, 2024
<b>2024 - 2025 Budget Period</b>		
1	June – August	September 13, 2024
2	September – November	December 13, 2024
3	December – February	March 14, 2025
4	March – May	June 13, 2025

(3) **Other MRC-STTRONG Reports:** Additional reports may apply to LPHA’s project. OHA will contact you if it requires additional information to be submitted to ASPR.

(a) **MRC National Website:** For any activities reported in the MRC activity reporting system that are affiliated with your MRC-STTRONG project, please include key words “MRC-STTRONG” in the activity report and/or description.

(b) **Other Reporting Requirements** as identified by OHA throughout the project period.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.<sup>1</sup>



**Attachment 2: Use of  
Funds**

**Subject to CDC grant requirements, funds may be used for the following:**

- a. Reasonable program purposes, including personnel, travel, supplies, and services.
- b. To supplement but not supplant existing state or federal funds for activities described in the budget.
- c. To purchase basic, non-motorized trailers with prior approval from the CDC OGS.
- d. For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.
- e. For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in- state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).
- f. To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.
- g. To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.
- h. To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- i. To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

**Subject to CDC grant requirements, funds may not be used for the following:**

- a. Research.
- b. Clinical care except as allowed by law. Clinical care, per the CDC Funding Opportunity Announcement FOA, is defined as "directly managing the medical care and treatment of patients."
- c. The purchase of furniture or equipment - unless clearly identified in grant application.
- d. Reimbursement of pre-award costs (unless approved by CDC in writing).
- e. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- f. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- g. Construction or major renovations.
- h. Payment or reimbursement of backfilling costs for staff.
- i. Paying the salary of an individual at a rate in excess of Executive Level II or \$187,000.00 per year.
- j. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.
- k. The purchase or support of animals for labs, including mice.
- l. The purchase of a house or other living quarter for those under quarantine.
- m. To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

ATTACHMENT 3\*

Incident/Exercise Summary Report

Notification			
<i>Exercise: Due 30 Days Before Exercise</i>			
<i>Incident: Within 48 hours of notification of incident requiring a response</i>			
<b>Name of Exercise or Incident:</b>	<b>Name of Exercise or Incident and OERS number, if relevant</b>	<b>Date(s) of LPHA Play:</b>	<b>Dates of Play</b>
<b>Scope</b>	<b>Type of Exercise/Event:</b>	<input type="checkbox"/> Drill	<input type="checkbox"/> Functional Exercise
		<input type="checkbox"/> Tabletop Exercise	<input type="checkbox"/> Full Scale Exercise
	<b>Participating Organizations:</b>	List all the names (if available) and agencies participating in your exercise	
	<b>Duration:</b>	How long will the exercise last? Or start/end time	<b>Location</b>
	<b>Objectives:</b>	List 1 to 3 SMART objectives	
<b>Primary Activities:</b>	List primary activities to be conducted with this incident or exercise		
<b>Design Team:</b>	List people who are participating in designing the exercise by name, agency		
<b>Point of Contact:</b>	Typically, the PHEP Coordinator's name	<b>LPHA or Tribe:</b>	<b>Agency Name</b>
<b>POC Email:</b>	Enter POC's email address	<b>Phone:</b>	<b>Phone</b>
<b>Capabilities Addressed</b>			
<b>BIOSURVEILLANCE</b> <input type="checkbox"/> 12: Public Health Laboratory Testing <input type="checkbox"/> 13: Public Health Surveillance and Epidemiological Investigation <b>COMMUNITY RESILIENCE</b> <input type="checkbox"/> 1: Community Preparedness <input type="checkbox"/> 2: Community Recovery <b>COUNTERMEASURES AND MITIGATION</b> <input type="checkbox"/> 8: Medical Countermeasure Dispensing and Administration <input type="checkbox"/> 9: Medical Materiel Management and Distribution <input type="checkbox"/> 11: Nonpharmaceutical Interventions <input type="checkbox"/> 14: Responder Safety and Health		<b>INCIDENT MANAGEMENT</b> <input type="checkbox"/> 3: Emergency Operations Coordination <b>INFORMATION MANAGEMENT</b> <input type="checkbox"/> 4: Emergency Public Information and Warning <input type="checkbox"/> 6: Information Sharing <b>SURGE MANAGEMENT</b> <input type="checkbox"/> 5: Fatality Management <input type="checkbox"/> 7: Mass Care <input type="checkbox"/> 10: Medical Surge <input type="checkbox"/> 15: Volunteer Management	
After Action Report			
<i>To be completed within 60 days of exercise or incident completion</i>			
<b>Strengths:</b>	What were the strengths identified during this exercise or incident?		
<b>Areas of Improvement:</b>	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.		



<b>Improvement Plan</b>				
<i>To be completed with action review</i>				
<i>and submitted to liaison within 60 days of exercise or incident completion</i>				
Name of Event or Exercise		Name of Exercise or Incident	Date(s)	Date(s) of Exercise or Incident
CDC Public Health Capability Addressed	Issue(s)/Area(s) of Improvement	Corrective Action	Timeframe	Date Completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed

## Attachment 4

U.S. Department of Health &amp; Human Services



## MRC Safety Equipment Guidelines for MRC-STTRONG Awardees:

**Purpose:** These guidelines are intended to provide guidance on the purchase and use of Medical Reserve Corps (MRC) personal protective equipment (PPE) and force protection items under the Funding Opportunity: MRC- State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards. These guidelines apply to PPE and force protection purchases with *MRC-STTRONG Awards funding only*.

**Important Note:** All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

- 1) Safety equipment must fall under the purposes of personal protective equipment, security, and/or identification during a planned or unplanned event where MRC personnel are deployed.
  - a) Personal protective equipment: MRC personnel may need personal protective equipment (PPE) to keep them safe during natural disasters, biological hazards, accidental releases, infectious disease outbreaks, and terrorism events. PPE can be used to minimize worker exposure to hazards, but they are the last line of defense after engineering controls and administrative controls.
    - i) Emergency response-type PPE is classified into four levels, ranging from the most protective (Level A) to the least protective (Level D). Workers must be trained on the conditions that require PPE and the procedures to prevent and reduce exposure, including decontamination and proper disposal procedures. LEVEL A\* Highest level of respiratory, skin, and eye protection. LEVEL B\* Highest level of respiratory protection with a lower level of skin protection. LEVEL C\* Same level of skin protection as Level B, with a lower level of respiratory protection. LEVEL D\* No respiratory protection and only minimal skin protection.<sup>1</sup>
  - b) Security and Identification: MRC security/identification items should only be used and worn by MRC leadership and volunteers who have been identified and vetted by their housing organization. Wearing MRC-identified items allows MRC personnel to be easily identified during an unplanned or planned event where MRC volunteers are deployed.
- 2) PPE and force protection items must be returned to the originating distribution office or program after the volunteer tenure has ended.
- 3) Purchased items must meet the classifications as described above under PPE and/or must be worn for security or identification purposes. All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

<sup>1</sup> U.S. Department of Labor, Occupational Safety and Health Administration (OSHA): [PPE for Emergency Response and Recovery Workers](#) and [General Description and Discussion of the Levels of Protection and Protective Gear](#)

## References

1. Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>
2. Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from [https://www.oregon.gov/oha/ph/About/TaskForce/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/ph/About/TaskForce/Documents/public_health_modernization_manual.pdf) 58-62
3. U.S. Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals with Access and Functional Needs*. Retrieved from <https://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>
4. Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq.* as amended. Retrieved from <https://www.govinfo.gov/content/pkg/USCODE-2009-title42/html/USCODE-2009-title42-chap126.htm>
5. Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: <https://repository.law.umich.edu/mjlr/vol42/iss1/2>
6. Definition from Office of Governor Kate Brown, State of Oregon Diversity, Equity, and Inclusion Action Plan (August 2021). [https://www.oregon.gov/lcd/Commission/Documents/2021-09\\_Item-2\\_Directors-Report\\_Attachment-A\\_DEI-Action-Plan.pdf](https://www.oregon.gov/lcd/Commission/Documents/2021-09_Item-2_Directors-Report_Attachment-A_DEI-Action-Plan.pdf)
7. National Incident Management System Third Edition (October 2017). Retrieved from <https://www.fema.gov/national-incident-management-system>
8. Federal Emergency Management Agency. (December 2020). *National Incident Management System Basic Guidance for Public Information Officers*. Retrieved from [https://www.fema.gov/sites/default/files/documents/fema\\_nims-basic-guidance-public-information-officers\\_12-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_nims-basic-guidance-public-information-officers_12-2020.pdf)
9. Public Health Accreditation Board. Retrieved from <https://phaboard.org/>
10. U.S. Department of Health & Human Services, Centers for Disease Control. (*Public Health Emergency Preparedness (PHEP) Cooperative Agreement*) Retrieved from: <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. 10.
11. Oregon Office of Emergency Management. (2021). *National Incident Management System – Who takes what?* Retrieved from: [https://www.oregon.gov/oem/Documents/NIMS\\_Who\\_Takes\\_What\\_2021.pdf](https://www.oregon.gov/oem/Documents/NIMS_Who_Takes_What_2021.pdf)
12. Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

**Program Element #44: School-Based Health Centers (SBHC)**

**OHA Program Responsible for Program Element:** Public Health Division/Center for Prevention & Health Promotion/ Adolescent Health, ScreenWise & Reproductive Health

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2020 Oregon Student Health Survey, approximately 41% of 11<sup>th</sup> graders and 44% of 8<sup>th</sup> graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

This Program Element and all changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of the Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to School-Based Health Centers.**

- a. **Biennium:** June 1 to June 30 of the specified years as set forth on the first page of this Agreement.
- b. **Culturally and Linguistically Responsive Services:** means the provision of effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.
- c. **School-Based Health Center (“SBHC”):** has the meaning given the term in ORS 413.225
- d. **SBHC Standards for Certification:** In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at:  
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at:  
[https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

**a. Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
<b>SBHC Standards for Certification Compliance</b>	X	X		X	*	X	X	X	X	X		
<b>Mental Health Expansion Grants</b>		X		X	*	X	X	X	X	X		
<b>School-Linked Telehealth Grant</b>		X		X	*	X	X	X	X	X		

**b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**

Not applicable

**c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**

Not applicable

**4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a.** Use funds provided under this Agreement for SBHC Services only to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- b.** Deliver all SBHC Services in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- c.** The SBHC Standards for Certification including administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process,

Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

- d. Provide oversight and technical assistance so that each SBHC in the LPHA's jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. Assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA agrees to conduct Mental Health Expansion Grant activities in accordance with the following requirements:
  - (1) Use funds provided under this Agreement to support mental health staff capacity (FTE) within the school-based health center system. Funding can be used to support multiple positions within each SBHC. Funding must be used to provide Culturally and Linguistically Responsive Health Services that are inclusive and welcoming for youth from diverse backgrounds.
  - (2) Use funds in compliance with the full list of SBHC Mental Health Expansion Grant award requirements that are posted on the OHA website:  
<https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/mh-expansion-grant.aspx>
- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a School-Linked Telehealth Grant from OHA. LPHA agrees to conduct School-Linked Telehealth Grant activities in accordance with the following requirements:
  - (1) SBHC must be the distant site (i.e., where the provider is located) that provides telehealth in originating sites (i.e., where the patient is receiving the telehealth service) that are schools without SBHCs as outlined in HB 2591 (Chapter 619, Or Laws, 2021).
  - (2) Funds provided under this Agreement must be used to support a School-Linked Telehealth Pilot Project by:
    - (a) Supporting staffing, the purchase of technical equipment, costs associated with conducting a needs assessment, and/or supporting technical assistance related to School-Linked Telehealth Pilot planning and operations; and
    - (b) Supporting increased school nurse capacity and offsetting costs incurred by the school district/educational service district's participation in the pilot project.
  - (3) LPHA must participate in monthly technical assistance or learning collaborative calls with other School-Linked Telehealth Grantees and engage in evaluation planning and data collection with the OHA SBHC State Program Office (SPO).
- h. This Section 4.h. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA. OHA occasionally provides one-time grant funding to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHCs. LPHA will be notified when these one-time grant funding opportunities become available.
  - (1) If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by the OHA School-Based Health Center program.

- (2) If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement each quarter of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).
- c. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- d. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- e. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- f. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- g. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports.
- h. If LPHA received a School-Linked Telehealth Grant, LPHA must submit a mid-project report and a final project report. OHA will work with the LPHA to supply the due date and required format for the reports.

7. **Performance Measures.**

LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30). The current list of KPMs can be found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>

**Program Element #51: Public Health Modernization**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization.

**Section 1: LPHA Leadership, Governance and Implementation**

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 2: Regional Public Health Service Delivery**

- a. **Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other stakeholders, utilizing regional staffing models, or implementing regional projects.
- b. **Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

**Section 3: COVID-19 Public Health Workforce**

**Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic.** Demonstrate strategies to ensure long-term improvements for health equity and cultural responsiveness, public health and community prevention, preparedness, response and recovery, including workforce diversity recruitment, retention and workforce development.

**Section 4: Public Health Infrastructure: Workforce**

- a. **Recruit and hire new public health staff,** with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs
- b. **Support, sustain and retain public health staff** through systems changes and supports, as well as workforce development and training.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.



**2. Definitions Specific to Public Health Modernization**

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system’s core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and Foundational Program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf).
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.

**3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the Public Health Accountability Metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

- a. **Foundational Programs and Capabilities** (As specified in the Public Health Modernization Manual)

Program Components	Foundational Programs				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response

Asterisk (*) = Primary Foundational Program that aligns with each component X = Other applicable Foundational Programs					X = Foundational Capabilities that align with each component							
<b>Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)</b>	*		X			X	X	X	X	X	X	X
<b>Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)</b>	*		X				X	X	X		X	X
<b>Demonstrate regional approaches for providing public health services (Section 2)</b>	*		X			X	X	X	X	X	X	X
<b>Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)</b>	*		X				X	X	X		X	X
<b>Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)</b>	*					X	X	X	X			X

**b. Public Health Accountability Outcome Metrics:**

The Public Health Accountability Metrics adopted by the Public Health Advisory Board for communicable disease control and environmental health are:

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old vaccination rates
- Adult influenza vaccination rates

- Emergency department and urgent care visits due to heat
- Hospitalizations due to heat
- Heat deaths
- Respiratory (non-infectious) emergency department and urgent care visits
- Community water system health-based violations, #/% of population affected
- Number of/type of drinking water advisories, #/% of population affected
- Number of weeks in drought annually, #/% of population affected

LPHA is not required to select these metrics as areas of focus for funds made available through this Program Element. LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

**c. Public Health Accountability Process Measures:**

Public Health Accountability Process Measures will be adopted by the Public Health Advisory Board for communicable disease control and environmental health by end of 2023.

**4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more within any individual budget category may only be made with OHA approval.
- d. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- e. Participate in learning collaboratives and capacity building for achieving each public health authority’s and the public health system’s goals for achieving health equity.
- f. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products and deliverables with OHA and other LPHAs and may include public posting.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

**Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation:**

- a. Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, Communicable Disease Control, Emergency Preparedness and Environmental Health as described in Attachment 1 of this Program Element.

- b. Collaborate and partner with OHA-funded community-based organizations working in the areas of communicable disease, emergency preparedness and/or environmental public health through meetings and alignment of planned activities.
- c. In addition to the required prevention initiatives specified in Attachment 1 of this Program Element, LPHA may implement prevention initiatives that are responsive to the needs of the community, as pertains to Foundational Capabilities and Foundational Programs.

**Requirements that apply to Section 2: Regional Public Health Service Delivery:**

- a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.
- b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

**Requirements that apply to Section 3: COVID-19 Public Health Workforce:**

- a. Implement activities in accordance with this Program Element.
- b. Use funds for this Program Element in accordance with its Section 3 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to Budget of 10% or more within any individual budget category may only be made with OHA approval.
- c. Use funds to establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. This includes workforce that directly supports COVID-19 response activities and those supporting strategies and interventions for public health and community priorities beyond COVID-19.
- d. Demonstrate strategies to ensure long-term improvements for public health and community prevention, preparedness, response and recovery.
- e. Demonstrate strategies for eliminating health inequities, which may include workforce diversity recruitment, retention and development of innovative community partnerships.

**Requirements that apply to Section 4: Public Health Infrastructure: Workforce**

- a. Implement at least one of the following activities:
  - (1) Implement strategies and activities to recruit, hire and retain a diverse public health workforce that reflects the communities served by the LPHA.
  - (2) Recruit and hire and/or retain new public health staff to increase workforce capacity in Foundational Capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.
  - (3) Support and retain public health staff through systems development and improvements.
  - (4) Support and retain public health staff through workforce training and development.
  - (5) Transition COVID-19 staffing positions to broader public health infrastructure positions.
  - (6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

(7) Perform other related activities as approved by OHA in section b., below.

b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1, Section 2 and/or Section 3 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- i. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- j. Have on file with OHA an approved Section 3 Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- k. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- l. Submit updated Section 1, 2 and 3 Budgets upon request using the format prescribed by OHA.
- m. Submit to OHA approved Section 1 and 2 work plan deliverables in the timeframe specified.
- n. Submit Section 4 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. **Performance Measures.**

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

**Attachment 1**

The table below lists the goals and requirements that LPHAs will work toward with 2023-25 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.</li> <li>• LPHA will demonstrate strategies toward local or regional reductions in inequities across populations.</li> </ul> <p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.</p> <ul style="list-style-type: none"> <li>• By June 30, 2025, LPHA will complete a local or regional all-hazards preparedness plan with community partners. (deliverable)</li> <li>• An LPHA with a completed plan will demonstrate strategies to maintain and execute a local or regional all-hazards plan with community partners.</li> </ul> <p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <ul style="list-style-type: none"> <li>• By June 30, 2025, LPHA will complete a local or regional climate adaptation plan, which may be a separate plan or incorporated into a community health assessment and plan. (deliverable)</li> <li>• An LPHA with a completed plan will demonstrate strategies toward implementation of a local or regional climate adaptation plan.</li> </ul> <p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.</li> <li>• LPHA will demonstrate progress toward developing a local public health modernization plan (due to OHA by December 31, 2025) to implement Foundational Capabilities (ORS 431.131) and Foundational Programs (ORS 431.141).</li> </ul>
LPHA Requirements for increasing Capacity for Foundational Capabilities
<p>Leadership and Organizational Competencies</p> <ul style="list-style-type: none"> <li>• LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure.</li> <li>• LPHA will participate in the development of a statewide public health workforce plan.</li> </ul>

### Health Equity and Cultural Responsiveness

- By June 30, 2025, LPHA will complete a local or regional health equity plan. (deliverable)
- An LPHA with a completed plan will demonstrate strategies toward implementation of local or regional health equity plan.
- LPHA will participate in the development of a statewide health equity plan.

### Assessment and Epidemiology

- LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2023-25 goals and deliverables. This will include strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.

### Community Partnership Development

- LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.
- LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.
- LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.
- LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.

### Communications

- LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.
- LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.

**Attachment B  
Financial Assistance Award (FY24)**

<b>State of Oregon Oregon Health Authority Public Health Division</b>		
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328	<b>2) Issue Date</b> Tuesday, August 1, 2023	<b>This Action</b> Amendment
	<b>3) Award Period</b> From July 1, 2023 through June 30, 2024	

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE01-01	State Support for Public Health	\$3,806.25	\$11,378.75	\$15,185.00
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$47,266.00	\$0.00	\$47,266.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$16,802.75	\$50,408.25	\$67,211.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$8,642.86	\$0.00	\$8,642.86
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,875.00	\$0.00	\$1,875.00
PE42-04	MCAH Babies First! General Funds	\$5,996.00	\$0.00	\$5,996.00
PE42-06	MCAH General Funds & Title XIX	\$3,520.00	\$0.00	\$3,520.00
PE42-11	MCAH Title V	\$18,282.00	\$0.00	\$18,282.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,581.00	\$0.00	\$2,581.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,410.00	\$0.00	\$8,410.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$40,000.00	\$4,000.00	\$44,000.00
PE46-05	RH Community Participation & Assurance of Access	\$13,670.13	\$0.00	\$13,670.13
PE51-01	LPHA Leadership, Governance and Program Implementation	\$27,047.23	\$267,840.77	\$294,888.00
PE75	Lower Umatilla Basin Ground Water Management Area Services	\$159,420.00	\$0.00	\$159,420.00
		\$418,837.04	\$333,627.77	\$752,464.81



<b>5) Foot Notes:</b>	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Foot Note dated 7/15/2023 null and void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void

<b>6) Comments:</b>	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23

<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

**Attachment C**

**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE01-12 ACDP Infection Prevention Training**

Federal Award Identification	6NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/1/2019-07/31/2024
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity
Total Federal Award:	98,897,708.00
Project Description:	Epidemiology & Laboratory Capacity
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	16.41%
Research and Development	FALSE
HIPPA	No
PCA:	53867
Index:	50401

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$1,517.82	\$1,517.82

**PE10-02 Sexually Transmitted Disease (STD)**

Federal Award Identification	NH25PS005149
Federal Award Date:	07/13/23
Budget Performance Period:	01/01/2023-01/31/2024
Awarding Agency:	CDC
CFDA Number:	93.977
CFDA Name:	Preventive Health Services - Sexually Transmitted Diseases Control Grants
Total Federal Award:	\$3,501,895.00
Project Description:	STD Prevention & Control
Awarding Official:	Cassandra Davis
Indirect Cost Rate:	18.06
Research and Development	FALSE
HIPPA	No
PCA:	53192
Index:	50403

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$47,266.00	\$47,266.00

**PE12-01 Public Health Emergency Preparedness and Response (PHEP)**

Federal Award Identification	NU90TP922036
Federal Award Date:	06/07/23
Budget Performance Period:	07/01/2023-06/30/2024
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness (PHEP)
Total Federal Award:	8,466,536.00
Project Description:	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves
Indirect Cost Rate:	18.06
Research and Development	FALSE
HIPPA	No
PCA:	53628
Index:	50407

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$67,211.00	\$67,211.00

**PE42-03 MCAH Perinatal General Funds & Title XIX**

Federal Award Identification	00031222	00031222
Federal Award Date:	04/01/23	
Budget Performance Period:	10/01/2022-9/30/2023	10/01/2023-9/30/2024
Awarding Agency:	Medicaid XIX	Medicaid XIX
CFDA Number:	93.778	93.778
CFDA Name:	Medical Assistance Program	Medical Assistance Program
Total Federal Award:	3,142,259,221	TBD
Project Description:	Medical Assistance Program	Medical Assistance Program
Awarding Official:	Samina Panwhar	TBD
Indirect Cost Rate:	18.06	TBD
Research and Development	FALSE	FALSE
HIPPA	No	No
PCA:	52180	TBD
Index:	50336	50336

Agency	UEI	Amount	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$469.00	\$1,406.00	\$1,875.00

**PE42-06 MCAH General Funds & Title XIX**

Federal Award Identification:	00031222	00031222
Federal Award Date:	12/10/21	TBD
Budget Performance Period:	10/01/2022-9/30/2023	10/01/2023-9/30/2024
Awarding Agency:	Medicaid XIX	Medicaid XIX
CFDA Number:	93.778	93.778
CFDA Name:	Medical Assistance Program	Medical Assistance Program
Total Federal Award:	\$2,454,666.00	TBD
Project Description:	Medical Assistance Program	Medical Assistance Program
Awarding Official:	Samina Panwhar	TBD
Indirect Cost Rate:	18.06%	TBD
Research and Development	FALSE	FALSE
HIPPA	No	No
PCA:	52174	TBD
Index:	50336	50336

Agency	UEI	Amount	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$880.00	\$2,640.00	\$3,520.00

**PE42-11 MCAH Title V**

Federal Award Identification:	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022 - 09/30/2024
Awarding Agency:	DHHS/HRSA
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development	FALSE
HIPPA	No
PCA:	52355
Index:	50336

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$18,282.00	\$18,282.00

**PE42-12 MCAH Oregon Mothers Care Title V**

Federal Award Identification	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022-09/30/2024
Awarding Agency:	DHHS
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development	FALSE
HIPPA	Yes
PCA:	52358
Index:	50336

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$2,581.00	\$2,581.00

**PE43-01 Public Health Practice (PHP) - Immunization Services**

Federal Award Identification	NH23IP922626
Federal Award Date:	7/12/2023
Budget Performance Period:	07/01/2023-06/30/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	6,192,977
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	18.06%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53599
Index:	50404

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$8,410.00	\$8,410.00

# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** \_\_\_\_\_, hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



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: Mike Haugen
Department: Public Works - Roads
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 9/26/23
Requested Agenda Date: 10/18/23

Rock Pit Agreement - JJMC, LLC

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: JJMC LLC.
Contractor/Entity Address: PO Box 4 Ione, OR 97843
Effective Dates - From: October 18, 2023 Through: October 18, 2023
Total Contract Amount: approx. \$26,000 Budget Line: 202-220-5-20-6080
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Eric Imes 9/26/2023 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

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)**

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

The Road Department would like to enter into a contract with JJMC LLC. (Joe McElligott) to crush rock for construction, gravel road maintenance and chip seals.

The term of this agreement is for a period of 10 years at \$0.50 per crushed ton of rock.

The quarry is a new pit that was approved through the Planning Department. The quarry is located north of Ione on Ella Rd.

The Morrow County Ordinance and Permit for this quarry opening are attached.

**2. FISCAL IMPACT:**

@ \$0.50 per crushed to, I estimate the fiscal impact at or around \$26,000 for this fiscal year. The expenditure will pull from materials and services, rock crushing 202-220-5-20-6080

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

Motion to approve the Rock Pit Agreement between Morrow County and JJMC LLC.

Attach additional background documentation as needed.



## ROCK PIT AGREEMENT

This agreement made by and between Morrow County (County), a political subdivision of the State of Oregon and JJMC LLC. (Land Owner).

WITNESSETH:

That whereas Land Owner is the owner of certain real property located in Morrow County, Oregon, to-wit; 1S 24E Lot 400.;

Whereas, County desires to use the quarry site located upon said property for the purpose of extracting solid rock to be used for making gravel, said gravel being necessary for the construction, maintenance and repair of County roads; and

Whereas, it will also be necessary for County to obtain the use of additional property for the purpose of storing stockpiled gravel near the quarry site;

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

**Section 1.** Land Owner hereby grants to County the right to use the quarry site located upon the above-described property for the purpose of blasting and extracting rock, and setting up crusher to make gravel there from, and also grants to County the right to use property adjacent thereto for the purpose of stockpiling and storing said gravel; the property used for stockpiling purposes shall be no greater than five acres.

**Section 2.** The term of this agreement shall be for a period of 10 year(s) commencing upon the signing of this agreement by both parties, and terminating 10 years after that date, unless extended by mutual agreement of both parties or terminated as discussed below.

**Section 3.** County shall crush the rock extracted at the site and shall pay to Land Owner the sum of \$0.50 (fifty cents) per crushed ton of rock. Land Owner shall notify County, in writing, at the commencement of each crushing season whether payment for that year's production shall be made in cash, in kind, or in a specific combination thereof. In kind values of processed rock to be determined each year.

**Section 4.** In addition to the fees and charges set forth, County shall have use of the property upon which gravel is stockpiled for the duration of the contract, notwithstanding any expiration date listed in Section 2 of this agreement.

**Section 5.** All payments to be made by County to Land Owner under the terms of this agreement shall be made in the form of checks, and said checks shall be made payable to Land Owner

**Section 6.** Land Owner shall load and haul the rock set aside as the “in kind” payment at a time and in a manner, which does not unreasonably interfere with County operations at said quarry pit site. Land Owner will accept delivery of said crushed rock at the quarry location and will load and haul it at their own expense and convenience.

**Section 7.** Land Owner shall make no claim of any kind or nature against County which might arise by reason of damage done to real or personal property as the result of the rock extraction and crushing, stockpiling or transportation operations necessarily contemplated by this agreement, except as may be specifically provided herein; Land Owner agrees to this paragraph being fully aware of the potential effects of said activities upon such property as, but not limited to, his livestock, water springs or flow, and hereby releases and holds County harmless from any and all such liability. Also, if for some unforeseen reason any payment should be reasonably late, it will in no way effect the continuation of this agreement as it is written.

**Section 8.** County shall, at its own expense, clean the gravel quarry site and shall remove and dispose of all trash and scrap metal directly related to their operations in the quarry; the site shall not be allowed to become cluttered or unsightly as further defined below. County shall, at its own expense, take such measures as are necessary to control and prevent the growth of spread of noxious weeds on any of the County’s stockpiled rock, mine area, and access roads for the duration of the contract notwithstanding any expiration date listed in Section 2 of this agreement as such weeds are defined by County ordinance. The County will ensure all equipment used to extract aggregate from the property be cleaned before entering the mine, stock piles, or access roads. Upon the expiration or termination of this agreement, or at such other time as all stockpiled gravel is removed from the storage site as provided herein, County shall clean said immediate stockpile area. However, County shall not be responsible for any trash, clutter, or other materials deposited by other persons or entities other than County or County’s subcontractors (i.e. County is not responsible for cleaning up trash left by local teenagers littering on the site) nor is County responsible for the gravel quarry site during periods of non-use which is described as removal of all of County’s equipment from the property.

**Section 9.** The terms of this agreement shall attach to the real property where the rock pit is located, and may not be terminated by any subsequent lessor or Land Owner unless the termination is by mutual agreement.

**Section 10.** Compliance with Law. County and County’s subcontractors, at their own expense, shall comply with all permits, laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to County’s use of the Property, and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. County or any subcontractor of County shall comply with all DEQ requirements and comply with the storage and use of any hazardous materials as pertains directly

to their operations in the quarry. County shall also be responsible for the clean-up of any hazardous materials that results directly from County's use of the property (i.e. a diesel spill). **Section 11.** The terms of this agreement shall attach to the real property where the rock pit is located, and may not be terminated by any subsequent lessor or Land Owner unless the termination is by mutual agreement.

**Section 12. TERMINATION.**

a. **Mutual Agreement.** This agreement may be terminated by mutual agreement of all parties.

IN WITNESS WHEREOF the parties have set their hands as of the date first mentioned above.

**COUNTY**  
MORROW COUNTY BOARD OF COMMISSIONERS


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

\_\_\_\_\_  
David Sykes, Chair

\_\_\_\_\_  
Jeff Wenholz, Commissioner

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Roy Drago Jr., Commissioner

  
\_\_\_\_\_  
JJMC LLC (Joe McElligott)

Date: 10-12-23



# 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: Mike Haugen  
Department: Public Works - Roads  
Short Title of Agenda Item:  
(No acronyms please)

Date submitted to reviewers: 9/25/23  
Requested Agenda Date: 10/18/23

**Rock Pit Agreement - Dougherty Ranch**

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: <b>5 minutes</b>
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Cliff Dougherty dba Dougherty Ranch**  
Contractor/Entity Address: **65450 Spur Loop Rd. Heppner, OR 97836**  
Effective Dates – From: **October 18, 2023** Through: **October 18, 2033**  
Total Contract Amount: **approx. \$10,000** Budget Line: **202-220-5-20-6080**  
Does the contract amount exceed \$5,000?  Yes  No

Reviewed By:

Eric Imes 9/25/2023 Department Director Required for all BOC meetings  
DATE

\_\_\_\_\_ County Administrator Required for all BOC meetings  
DATE

\_\_\_\_\_ County Counsel \*Required for all legal documents  
DATE

\_\_\_\_\_ Finance Office \*Required for all contracts; other items as appropriate.  
DATE

\_\_\_\_\_ Human Resources \*If appropriate  
DATE

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

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Road Department would like to enter into a contract with Cliff Dougherty dba Dougherty Ranch to crush rock for construction, gravel road maintenance and chip seals.

The term of this agreement is for a period of 10 years at \$0.50 per crushed ton of rock.

The quarry is an established pit on Spur Loop Rd.

## 2. FISCAL IMPACT:

@ \$0.50 per crushed ton, I estimate the fiscal impact at or around \$10,000 for this fiscal year. The expenditure will pull from materials and services, rock crushing 202-220-5-20-6080

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

Motion to approve the Rock Pit Agreement between Morrow County and Dougherty Ranch.

Attach additional background documentation as needed.

## ROCK PIT AGREEMENT

This agreement made by and between Morrow County (County), a political subdivision of the State of Oregon and Cliff Dougherty, dba Dougherty Ranch (Land Owner).

WITNESSETH:

That whereas Land Owner is the owner of certain real property located in Morrow County, Oregon, to-wit; 01 S27 E Lot 505.;

Whereas, County desires to use the quarry site located upon said property for the purpose of extracting solid rock to be used for making gravel, said gravel being necessary for the construction, maintenance and repair of County roads; and

Whereas, it will also be necessary for County to obtain the use of additional property for the purpose of storing stockpiled gravel near the quarry site;

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

**Section 1.** Land Owner hereby grants to County the right to use the quarry site located upon the above-described property for the purpose of blasting and extracting rock, and setting up crusher to make gravel there from, and also grants to County the right to use property adjacent thereto for the purpose of stockpiling and storing said gravel; the property used for stockpiling purposes shall be no greater than five acres.

**Section 2.** The term of this agreement shall be for a period of 10 year(s) commencing upon the signing of this agreement by both parties, and terminating 10 years after that date, unless extended by mutual agreement of both parties or terminated as discussed below.

**Section 3.** County shall crush the rock extracted at the site and shall pay to Land Owner the sum of \$0.50 (fifty cents) per crushed ton of rock. Land Owner shall notify County, in writing, at the commencement of each crushing season whether payment for that year's production shall be made in cash, in kind, or in a specific combination thereof. In kind values of processed rock to be determined each year.

**Section 4.** In addition to the fees and charges set forth, County shall have use of the property upon which gravel is stockpiled for the duration of the contract, notwithstanding any expiration date listed in Section 2 of this agreement.

**Section 5.** All payments to be made by County to Land Owner under the terms of this agreement shall be made in the form of checks, and said checks shall be made payable to Land Owner

**Section 6.** Land Owner shall load and haul the rock set aside as the “in kind” payment at a time and in a manner, which does not unreasonably interfere with County operations at said quarry pit site. Land Owner will accept delivery of said crushed rock at the quarry location and will load and haul it at their own expense and convenience.

**Section 7.** Land Owner shall make no claim of any kind or nature against County which might arise by reason of damage done to real or personal property as the result of the rock extraction and crushing, stockpiling or transportation operations necessarily contemplated by this agreement, except as may be specifically provided herein; Land Owner agrees to this paragraph being fully aware of the potential effects of said activities upon such property as, but not limited to, his livestock, water springs or flow, and hereby releases and holds County harmless from any and all such liability. Also, if for some unforeseen reason any payment should be reasonably late, it will in no way effect the continuation of this agreement as it is written.

**Section 8.** County shall, at its own expense, clean the gravel quarry site and shall remove and dispose of all trash and scrap metal directly related to their operations in the quarry; the site shall not be allowed to become cluttered or unsightly as further defined below. County shall, at its own expense, take such measures as are necessary to control and prevent the growth of spread of noxious weeds on any of the County’s stockpiled rock, mine area, and access roads for the duration of the contract notwithstanding any expiration date listed in Section 2 of this agreement as such weeds are defined by County ordinance. The County will ensure all equipment used to extract aggregate from the property be cleaned before entering the mine, stock piles, or access roads. Upon the expiration or termination of this agreement, or at such other time as all stockpiled gravel is removed from the storage site as provided herein, County shall clean said immediate stockpile area. However, Lessee shall not be responsible for any trash, clutter, or other materials deposited by other persons or entities other than County or County’s subcontractors (i.e. County is not responsible for cleaning up trash left by local teenagers littering on the site) nor is County responsible for the gravel quarry site during periods of non-use which is described as removal of all of County’s equipment from the property.

**Section 9.** The terms of this agreement shall attach to the real property where the rock pit is located, and may not be terminated by any subsequent lessor or Land Owner unless the termination is by mutual agreement.

**Section 10.** Compliance with Law. County and County’s subcontractors, at their own expense, shall comply with all permits, laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to County’s use of the Property, and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. County or any subcontractor of County shall comply with all DEQ requirements and comply with the storage and use of any hazardous materials as pertains directly

to their operations in the quarry. County shall also be responsible for the clean-up of any hazardous materials that results directly from County's use of the property (i.e. a diesel spill). **Section 11.** The terms of this agreement shall attach to the real property where the rock pit is located, and may not be terminated by any subsequent lessor or Land Owner unless the termination is by mutual agreement.

**Section 12. TERMINATION.**

a. **Mutual Agreement.** This agreement may be terminated by mutual agreement of all parties.

IN WITNESS WHEREOF the parties have set their hands as of the date first mentioned above.

**COUNTY**  
MORROW COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
David Sykes, Chair

\_\_\_\_\_  
Jeff Wenholz, Commissioner

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Roy Drago Jr., Commissioner

  
\_\_\_\_\_  
Dougherty Ranch (Cliff Dougherty)

Date: 10-12-23





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

(For BOC Use)  
 Item #  
4e

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

Presenter at BOC: Mike Haugen  
 Department: Public Works - Roads  
 Short Title of Agenda Item:  
(No acronyms please)

Date submitted to reviewers: 9/27/2023  
 Requested Agenda Date: 10/18/2023

Rock Crushing Extension with 4R Equipment LLC

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

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

N/A                                      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: 4R Equipment LLC

Contractor/Entity Address: P.O. Box 7527 Bend, Oregon 97708

Effective Dates – From: November 15, 2023                      Through: March 29, 2024

Total Contract Amount:                      Budget Line:

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

Reviewed By:

<u>Eric Imes</u>	<u>9/27/2023</u>	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)**

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

Morrow County entered into a multi-year Contract with 4R Equipment LLC for Rock Crushing in November 2016.

In December of 2021 an extension to the contract was signed to continue operations and scheduled to terminate this November 15, 2023. Due to scheduling delays by the Contractor, I am asking for an additional extension to complete crushing operations that will fulfill this Contract. There are provisions for this in the current extension.

We will be advertising an Invitation To Bid this fall for a new Rock Crushing Contract for our future maintenance and Construction needs.

**2. FISCAL IMPACT:**

There is no fiscal impact as the extension to the contract does not affect the approved rock crushing budget. It only allows us to finish our crushing operations.

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

Motion to approve an extension to the Personal/Professional Contract for Rock Crushing with 4R Equipment LLC.

Attach additional background documentation as needed.

# Exhibit A - 1

## MORROW COUNTY MATERIALS AND PERSONAL/PROFESSIONAL SERVICES CONTRACT ROCK CRUSHING

THIS AGREEMENT, made as of the 16th DAY OF NOVEMBER, 2016 by and between Morrow County, a political subdivision of the State of Oregon, (County) and 4R Equipment L.L.C. (Contractor). County's Contract Administrator for this contract is Burke O'Brien, Public Works Director.

NOW THEREFORE, the parties are agreed as follows:

### 1. Effective Date and Duration.

This contract shall become effective on the date this Contract has been signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire after five years from the effective date of this contract. This contract does include the option for renewal. Expiration shall not extinguish or prejudice **County's** right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.

### 2. Statement of Work.

The parties are agreed upon the following terms and conditions: Contractor will perform gravel crushing services, as herein described:

#### SPECIFICATON OF MATERIALS

- a) Contractor shall provide the following amounts in the specified estimated amount with costs to provide the County: See Attached Bid Documents.
- b) Contractor shall supply all labor, supplies, materials and supervision necessary to complete Contractor's performance of this agreement.
- c) Contractor shall supply and operate under the sole action of the contractor and will be responsible for any and all fines, fees and penalties associated with the mining of materials. Any fees and citations due to unsafe practices will be paid by contractor. Abide by all rules and regulations.
- d) Any injuries incurred by, or caused by, contractor are the sole responsibility of contractor. Contractor shall indemnify and hold County harmless for any and all injuries resulting from contractor carrying out the terms of the contract.
- e) All labor, materials and equipment required in the drilling and blasting of the rock quarry site shall be furnished solely by Contractor.
- f) Contractor shall be fully and solely responsible for any damage or loss to any person or property, of any kind or nature whatsoever, arising by reason of drilling and blasting operation, and shall indemnify and hold County harmless therefrom; Contractor shall provide to County proof of insurance coverage protection in the amount of One Million Dollars (\$1,000,000), against such loss or damage upon execution of this contract.
- g) All acts required of Contractor to be performed pursuant to this agreement, shall be performed in the exercise of Contractor's sole discretion and professional judgement. Contractor shall establish the times the work is to be performed; so long as there results no unreasonable interference with County's work.

2016

## Exhibit A - 2

- h) The contractor shall be given notice and begin project within fourteen (14) calendar days from notice to proceed at quarry pits or road construction projects. However, the Contractor may be called to do emergency drilling and blasting due to nature caused situations. The Contractor will be reimbursed actual move in and move out cost plus drilling and blasting cost for such incidents.
- i) Prior to commencement of the drilling and blasting, Contractor shall provide to County a certificate of proof certifying that Contractor is maintaining Workman's Compensation coverage on any and all of Contractor's employees, if any.
- j) In the event suit or action is brought to enforce the terms and provisions of this Agreement, or any of them, the prevailing party shall be entitled to an award of its costs and reasonable attorney's fees at trial, or upon any appeal therefrom.
- k) Contractor shall comply with ORS Chapter 279, wage and hour requirements, as applicable.

### 3. Payment

- a) Payment for each project will be made in full within thirty (30) days of production or delivery and submission of an itemized invoice by Contractor, to County. The itemized invoice shall include number of tons, price per ton, and an explanation of any other cost incurred during production of material. Prices are controlled by the bid documents attached as Exhibit "A".
- b) In the event County is unable to perform its obligations hereunder by reason of inability to obtain funds through the budgetary process, then this agreement shall be terminated, and shall be of no further force or effect, and shall not be binding upon either party. Contractor shall be notified in writing that this agreement is terminated, all delivery will cease.
- c) The Parties acknowledge that the County reserves the right to retain ten percent (10%) of total payment until they are satisfied work is completed as per contract requirements, and not in lieu of any other remedy available to County in the ordinary course of the law.

### 4. Contract Documents.

This contract consists of this Contract with all attached exhibits. All attached Exhibits are hereby incorporated by reference.

### 5. Independent Contractor; Responsibility for Taxes and Withholding

- a) Contractor shall perform required Work as an independent contractor. Although County reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b) If Contractor is currently performing work for County, the State of Oregon or the Federal Government, Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities under this

Contract. Contractor is not an "officer", "employee", or "agent" of **County**, as those terms is used in ORS 30.265.

- c) Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, **County** will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

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

- a) Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without **County's** prior written consent. In addition to any other provisions **County** may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the subcontractor were the Contractor. **County's** consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- b) The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

**7. No Third Party Beneficiaries.**

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**8. Funds Available and Authorized**

- a) Contractor shall not be compensated for work performed under this contract by any other County or department of the State of Oregon. County has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
- b) County will only pay for completed work that is accepted by COUNTY.

**9. Representations and Warranties**

- a) Contractor's Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of this Contract be qualified, professionally competent, and duly license to perform the Work.
- b) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## 10. Indemnity.

Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

## 11. Insurance.

Contractor shall provide insurance as required by State law.

## 12. Terminations

- a) Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.
- b) County's rights to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days notice to Contractor.
- c) County's Right to Terminate for Cause. County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws, regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.
- d) Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e) Remedies in the event of termination pursuant to Sections 13.a,13.b,13.c (i), 13,c (ii) or 13.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amount paid and any claim(s) which state has against contractor. If previous amounts paid to contractor exceed the amount due to contractor under this subsection, contractor shall pay any excess to county upon demand. In the event of termination pursuant to section 13.c (iii) or 13.c (iv), county shall have any remedy available to it in lay or equity. If it is determined for any reason the contractor was not in default under Section 13.c (iv), the rights and obligations of the parties shall be the same as it the contract was terminated pursuant to section 13.b.

- f) Contractors tender upon termination upon receiving a notice of termination of this contract, contractor shall immediately cease all activities under this contract, unless county expressly directs otherwise in such notice of termination, upon termination of this contract, contractor shall deliver to county all documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon county request, contractor shall surrender to anyone county designates, all documents, research or objects or other tangible things needed to complete the work.

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

**14. Records Maintenance; Access.**

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

**15. Compliance with Applicable Law.**

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

**16. Force Majeure.**

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

**17. Survival.**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

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

**19. Notice.**

Except as otherwise expressly provided in this Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**20. Severability.**

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

**21. Counterparts.**

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

**22. Disclosure of Social Security Number.**

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

**23. Governing Law, Venue, Consent to Jurisdiction.**

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



**24. Merger.**

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

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

**CONTRACTOR DATA AND CERTIFICATION**

**Name (tax filing):** 4R EQUIPMENT L.L.C.

**Address:**

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

**Business Designation (check one):**

- Corporation  Partnership  Limited Partnership  Limited Liability Company
- Limited Liability Partnership  Sole Proprietorship  Other \_\_\_\_\_

**Federal Tax ID#:** 93-1100544 **or SSN#:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

**Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

**CONTRACTOR**  
**4R EQUIPMENT L.L.C.**

By: Gen Gohanson Title: member Date: 11-10-2016

Phone number: 541-480-3706

**COUNTY**  
**MORROW COUNTY COURT**

ATTEST:

Bebbi A. Chidley  
Court Clerk



Date: 11/9/2016

Terry K. Tallman  
Terry K. Tallman, County Judge

Learn Rea  
Learn Rea, Commissioner

Approved as to form:

[Signature]  
County Counsel

Don Russell  
Don Russell, Commissioner

1 MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

2  
3 Extension of Contract Agreement

4  
5  
6  
7 This Extension of Contract is between Morrow County, a political subdivision of the State of Oregon,  
8 hereafter called County, and 4R Equipment L.L.C., hereafter called Contractor. County's Contract  
9 Administrator for this contract is Matt Scrivner, Public Works Director.

10  
11 THIS EXTENSION OF CONTRACT ("Extension") is made this 8th day of December, 2021, for the purpose  
12 of extending the contract known as Morrow County Personal/Professional Services Contract Rock Crushing  
13 dated November 16, 2016, ("Original Contract") between Contractor and Morrow County (the "Parties").  
14

- 15 1. The Original Contract, which is attached hereto as a part of this Extension- Morrow County  
16 Personal/Professional Services Contract Rock Crushing (Exhibit A)  
17  
18 2. The Parties agree to extend the Original Contract for an additional period. The contract shall terminate  
19 on November 15, 2023, unless earlier terminated or extended.  
20  
21 3. This Extension binds and benefits both Parties and any successors or assigns. This document,  
22 including the attached Original Contract, is the entire agreement between the Parties.

23  
24 All other terms and conditions of the Original Contract remain unchanged.  
25  
26

27 CONTRACTOR

28  
29 By: [Signature]  
30  
31 Title: President

Date: 12-8-21

32  
33  
34  
35 COUNTY

36 MORROW COUNTY BOARD OF COMMISSIONERS

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38 Date: Dec. 8, 2021

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40  
41 [Signature]  
42 Don Russell, Chair

43  
44  
45 [Signature]  
46 Jim Doherty, Commissioner

47  
48  
49 Absent  
50 Melissa Lindsay, Commissioner

51 APPROVED AS TO FORM

52  
53 [Signature]  
54 County Counsel  
55 Jessie Nelson  
56 OSB #074466  
57

1 MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

2  
3 2023 Extension of Contract Agreement  
4  
5  
6

7 This Extension of Contract is between Morrow County, a political subdivision of the State of Oregon,  
8 hereafter called County, and 4R Equipment L.L.C., hereafter called Contractor. County's Contract  
9 Administrator for this contract is Eric Imes, Public Works Director.

10  
11 THIS EXTENSION OF CONTRACT ("Extension") is made this 18th day of October, 2023, for the purpose of  
12 extending the contract known as Morrow County Personal/Professional Services Contract Rock Crushing  
13 dated November 16, 2016, ("Original Contract") between Contractor and Morrow County (the "Parties").  
14

- 15 1. The Original Contract, which is attached hereto as a part of this Extension- Morrow County  
16 Personal/Professional Services Contract Rock Crushing (Exhibit A).  
17  
18 2. Contractor has requested additional time to complete the 2023 rock crushing project.  
19  
20 3. The Parties agree to extend the Original Contract for an additional period. The contract shall terminate  
21 on March 29, 2024, unless earlier terminated or extended.  
22  
23 4. This Extension binds and benefits both Parties and any successors or assigns. This document,  
24 including the attached Original Contract, is the entire agreement between the Parties.

25  
26 All other terms and conditions of the Original Contract remain unchanged.  
27

28  
29 **CONTRACTOR**

30  
31 By: [Signature]  
32  
33 Title: PRESIDENT

34 Date: 10-11-23  
35  
36

37 **COUNTY**

38 MORROW COUNTY BOARD OF COMMISSIONERS  
39

40 Date: October 18, 2023  
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45 \_\_\_\_\_  
46 David Sykes, Chair  
47

48  
49 \_\_\_\_\_  
50 Jeff Wenzholz, Commissioner  
51

52  
53 \_\_\_\_\_  
54 Roy Drago Jr., Commissioner  
55

56 APPROVED AS TO FORM  
57

58  
59 \_\_\_\_\_  
60 Justin Nelson- County Counsel  
61  
62  
63



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

(For BOC Use)
Item #
49

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

Presenter at BOC: Matthew Jensen
Department: Administrative
Short Title of Agenda Item: Intent to Award of Architectural Services contract for Circuit Court Building Construction
(No acronyms please)
Date submitted to reviewers: 10/13/2023
Requested Agenda Date: 10/18/2023

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: DLR Group
Contractor/Entity Address: 110 SW Yamhill Street, Suite 105, Portland, OR 97204
Effective Dates - From: 11/01/2023 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 DATE Department Director Required for all BOC meetings
Matthew Jensen 9/13/23 DATE 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)**

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

The County has plans to construct a new Circuit Court building near the County Fairgrounds. This project will be funded with a \$12.75 million grant from the State along with matching funds from the County. To help facilitate this project, an RFP was developed for architectural services to provide programming, design, plans, and construction oversight of the building. The architect will provide professional competency and work with the County's project manager to help deliver the project.

The RFP was posted on July 25, 2023 with a submittal date of August 29, 2023. Two qualified firms submitted proposals. A review committee was formed with the following individuals: Matt Jensen (County Administrator), Tony Clements (County General Maintenance Supervisor), Irma Solis and Judge Daniel Hill (Circuit Court), and Doug Carl (Alliance). The committee reviewed the proposals, reviewed references and individually scored the RFP using a standardized score sheet. The composite scoring of the firms were as follows:

- 1) DLR Group -
- 2) LRS Architects -

DLR's Proposal is attached for the Board's consideration.

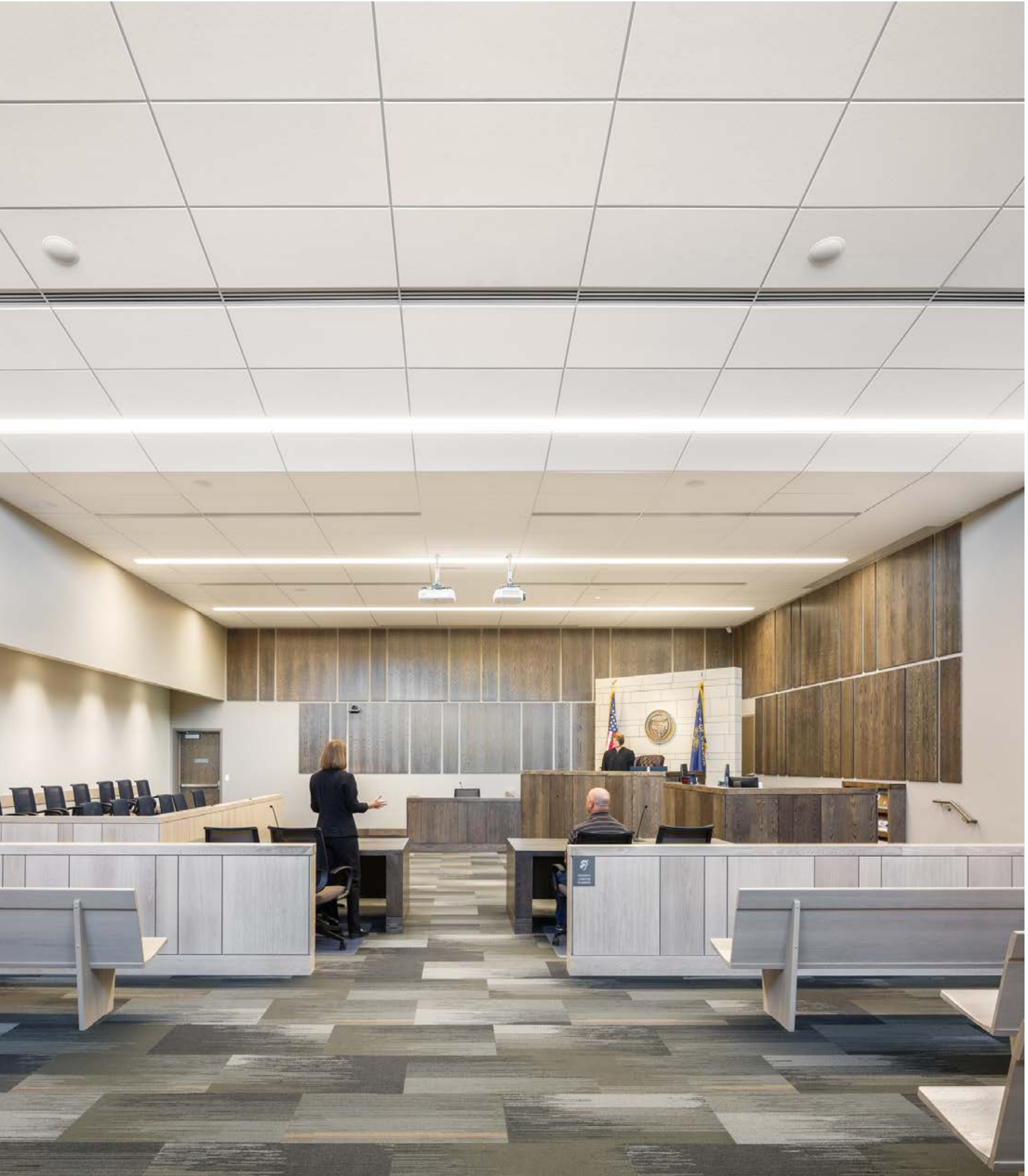
**2. FISCAL IMPACT:**

Architectural services generally based on a percentage of construction cost for basic services. It is anticipated that would be in the 8.45% to 8.5% range. Negotiations for extra services and reimbursables would be made during the contract discussions.

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

Proposed motion - "Move to approve intent to award the contract for architectural services in relation to the construction of the new circuit court building to DLR Group. County Administrator is instructed to complete negotiations and present contract to the Board for final approval after the required contest period is completed."

Attach additional background documentation as needed.



# Contents

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**4.2.1 Cover Letter**

**DLR Group Architecture & Engineering inc.**  
an Oregon corp.

110 SW Yamhill Street, Suite 105  
Portland, OR 97204

August 29, 2023

Morrow County  
c/o Matt Jensen  
110 N. Court St., Rm. 201  
Heppner, OR 97836

Re: Morrow County Circuit Court Building - RFP-02-72023

Dear Selection Panel,

Thank you for the opportunity to provide this proposal for the Morrow County Circuit Court Building. It's taken a lot to get to this point, and the yearslong efforts that have gone toward studying both the existing courthouse and the new facility have been rewarded with support from the Oregon Legislature.

We at DLR Group are proud of our involvement in the County's efforts to date, and we would be honored to remain Morrow County's partner for this next phase of the project. We believe DLR Group will provide the County with a design team best-suited to deliver a well-designed and budget-conscious project.

DLR Group's experience with Oregon's court facilities is unparalleled. We designed the new Jefferson County Courthouse – the first new facility delivered under the Oregon Courthouse Capital Construction and Improvement Fund (OCCCIF). Construction is now underway on new DLR Group-designed court facilities in Benton and Clackamas counties. And we're assisting Umatilla County today on planning for a future replacement court facility. Through our experiences stretching across the state, we've learned to appreciate that no two counties' needs are alike. We intend to deliver a facility that meets the specific needs of Morrow County for decades to come.

DLR Group has long provided service across the County. We've explored every nook and cranny of the existing courthouse through the study we were hired for in 2021, and we followed that with a site analysis earlier this year. Before those projects, we completed a long-range facility plan for the Morrow County School District that included evaluations of all the district's buildings in Heppner, Irrigon and Boardman to guide the district in a future bond measure. We understand the local bidding climate and permitting requirements, and more importantly, we've demonstrated that we will be there for you, in person, to make the new Circuit Court Building a reality.

We will hit the ground running. Our courts experience means we have insight into what the Oregon Judicial Department will support through the design process. Our prior studies mean we have a history of listening to Morrow County taxpayers. And with our team including a designer born and raised in Heppner, we appreciate the need to be mindful of neighbors and rodeo.

DLR Group's planning and design focus is based on elevating the human experience. Through collaboration with our clients and team members we create lasting, uplifting and sustainable environments. It is our people whom you will depend on. We look forward to supporting you and your project Stakeholders again, and we would welcome the opportunity to discuss the project further during our interview.

The following individuals are authorized to represent DLR Group:

Lori Coppenrath, Principal  
51 University Street, Suite 600  
Seattle, WA 98101  
lcoppenrath@DLRGroup.com  
206-461-6047

Kent Larson, Principal  
110 SW Yamhill Street, Suite 105  
Portland, OR 97204  
klarson@DLRGroup.com  
503-200-3303

Sincerely,  
DLR Group

A handwritten signature in black ink, appearing to read "Lori Coppenrath". The signature is written in a cursive style with a large initial "L".

Lori Coppenrath, Principal in Charge



## 4.2.2 General Information

# General Information

## a. Name of Proposer (individual or firm)

DLR Group Architecture & Engineering inc., an Oregon corp.

## b. Address

110 SW Yamhill Street, Suite 105  
Portland, OR 97204

## c. Federal Employer Identification Number

47-0698139

## d. Length of time in business

57 years in business.

## e. Whether Proposer is local, regional or national

DLR Group is located regionally.

## f. Location of the office from which the work is to be done

110 SW Yamhill Street, Suite 105  
Portland, OR 97204

## g. If the Proposer is a firm, description of the organization, size, structure and office locations(s). Identification of principal supervisory and managerial staff assigned

We're an integrated design firm. Our promise is to elevate the human experience through design. This inspires a culture of design and fuels the work we do around the world. We are 100 percent employee-owned: every employee is literally invested in our clients' success. At the core of our firm are interdisciplinary employee-owner teams, engaged with all project life-cycle stakeholders. These teams champion true collaboration, open information sharing, shared risk and reward, value-based decision making, and proficient use of technology to elevate design.

Our Portland office will have primary responsibility for providing services for this contract. This office has 37 employees. We have 1400+ employees worldwide.

## Locations

Austin	Honolulu	Portland
Charlotte	Houston	Riverside
Chicago	Kansas City	Sacramento
Cleveland	Las Vegas	San Diego
Colorado Springs	Lincoln	San Francisco
Columbus	Los Angeles	Seattle
Dallas	Minneapolis	Shanghai
Denver	New York	Tucson
Des Moines	Omaha	Washington, D.C.
Dubai	Orlando	
Durham	Phoenix	

## Principal Supervisory and Managerial Staff

### Principals:

Lori Coppenrath, Principal in Charge  
Kent Larson, Quality Assurance/Quality Control  
William Ragland, Structural Engineer, Engineering Leader

### Managerial Staff:

Kelli Stewart, Project Manager

## h. Indicate, if appropriate, Opportunity/Affirmative Action Policy, if the firm has one

We are proud to be an Equal Employment Opportunity / Affirmative Action employer. DLR Group will not tolerate discrimination of any type or form. It is the policy of DLR Group to provide equal opportunity in employment and to take affirmative action to ensure such equal opportunity for everyone regardless of age, gender, color, race, creed, national origin, religion, marital status, or political belief.

i. Description of the Proposer's experience

## DLR Group Justice+Civic design experts don't just follow trends – we test and set new benchmarks for excellence.

We are one of a few integrated design firms in the nation that specialize in Justice and Civic design. We value the client relationship, not just a single project, and will work with you as a teammate to assist in any way, now and in the future.

### Our Team's Regional Experience with Courthouse Design

A justice facility is more than simple bricks and mortar. Our courts experts are well renowned for responsive assessments and programming, innovative design, efficient staffing and cost-effective techniques.

DLR Group's justice planners and designers dig deeper than just asking the simple question of "What kind of facility do you need?" We will partner with Morrow County to ensure your future Circuit Court Building utilizes the nation's best practices and court management philosophies.

We have a number of relevant prior projects that illustrate our ability to provide similar services and capabilities to those required for the design of Morrow County Circuit Court Building.

**We have completed over 9 million SF of courtrooms and 100+ courts projects.**

DLR Group has over 120 years of designing and managing projects crafted for the climate of Oregon and the Pacific Northwest. Our integrated A/E team understands how building massing and siting bring unique opportunities to invite nature to inform design and reach into interior spaces.



*Jefferson County Courts / Madras, OR*

**#1** Courthouse Design Firm  
Building Design + Construction

**#1** Justice+Public Safety Design  
Building Design + Construction

**#2** Government Design Firm  
BD World Architecture

**#3** Engineering Firm  
Building Design + Construction

**100%** Employee-Owned  
We're literally invested in your success



**9M+ SF**  
Courtrooms Design



**\$6.5B**  
Justice Construction



**100+**  
Courts Projects Completed

# Jefferson County Courts

Madras, OR  
Owner: Jefferson County



*“We are pleased with our new Courthouse. Natural light inside the courtrooms is an outstanding design compared to the historic closed in courtrooms of the past. The modern design incorporates methods of transporting inmates safely and securely through the Courthouse for the security of the accused and reduced risk of escape. The design is expandable for an additional courtroom in the future, which is ideal due to the constraints of the lot size.” – Jeff Rasmussen, County Administrative Officer*

The site planning for the Jefferson County Courthouse responds to the local context and regional geologic and natural surroundings. The site is located at the edge of the civic area of downtown and City Hall to one side and residential neighborhoods to the other. DLR Group’s design responds to the transitional quality of the site by locating highly public functions facing city hall and more private office areas facing the residences, while the main entry connects to an existing public plaza serving Madras City Hall. All of the courtrooms have been elevated within the building to the second floor in order to bring direct natural daylight into the courtrooms. The high clerestory windows for the courtrooms also invoke the natural landforms of the area.

The scope of work for this project includes approximately 30,361SF for the Jefferson County Courthouse. The lobby and entry have been designed to provide direct views out for security and supervision from one point. A drop-off area and new parking lot to the east of the new courthouse are located along the existing City Hall access road. Strategic views to the outside such as the judge’s ability to see the sky from his/her bench and long corridors which end at full-height windows provide a day-lit connection for the public. The interior circulation provides a constant separation of travel paths between visitors, court staff and in-custody defendants. All of the courtrooms have been elevated within the building to the second floor in order to bring in direct natural daylight into the courtrooms. The courthouse was also designed to accommodate future expansion. DLR Group provided programming, architecture; mechanical, electrical and structural engineering; and interiors services.

# Tukwila Justice Center

Tukwila, WA  
Owner: City of Tukwila



Two interstates, three state highways and multiple arterials thread through the City of Tukwila, a suburb of Seattle, and the booming economy of the Emerald City to the north and the traffic that comes with it have swelled Tukwila's population exponentially. In response, the City of Tukwila passed a public safety bond measure in 2016 to build four new fire stations, a Justice Center and a public works building. DLR Group's design of the new Justice Center unites police, court, and emergency operations in one facility.

Prior to the bond, the City's council chambers doubled as a municipal courtroom, with the lack of secure entrances and separation of the public from defendants generating safety concerns. The police department was divided among four buildings, severing patrol from administrative staff. Now, 92 sworn officers and additional staff for police, court, probation and emergency operations center (EOC) functions come together in the 47,000-SF building. Bond dollars were spread across multiple projects, creating tight budgetary and space constraints for the Justice Center that required sharing space between departments to ensure adequate conferencing and training spaces. A central hub unifies departments and staff resource areas into one justice system. Simple forms and materials provide modern, safe and technologically advanced spaces that allow for the essential operations of the police and courts, and the EOC when activated. The project employed a GC/CM delivery method, and collaboration and communication between the design team and contractor kept the project on budget throughout every design phase. DLR Group provided space programming, pre-design, architecture, interior design, MEP engineering, security electronics, and acoustical design services.

*"The project benefited greatly from the high quality of leadership, documentation and execution by DLR Group and made this design and construction effort a truly great experience for the City. They were very responsive to the needs of all stakeholders throughout the project and are a true team player. A great deal of the project's success can be directly attributed to DLR Group. It was a pleasure to work with DLR Group staff and to provide such an amazing new facility for our community and staff." – Rachel Bianchi, Deputy City Administrator*



# Kalapuya Building Renovation

Corvallis, OR  
Owner: Benton County



In 2020, Benton County bought office park space that was built in the mid 1990s with the goal of centralizing services housed across Corvallis and creating a one-stop-shop for those seeking government services.

The two-story commercial office space underwent a comprehensive renovation to meet the needs of the County departments and the public. With the completion of Phase I, the Assessor's Office, Records & Elections Department, and Board of Commissioners' office moved in. The building was occupied during the second phase of construction.

This convenient location now houses the Assessor's Office, Records & Elections Department, Board of Commissioners' Office, IT Department, Community Development Department, Financial Services Department, Human Resources Department, and Environmental Health Department. The facility is LEED Gold and FitWel certified.

DLR Group provided architecture, MEP engineering, structural engineering, and interior design services.



k. The Proposer shall include a statement describing the roles and responsibilities of the Proposer in the drafting and completion of the study provided in response



**DLR Group  
Core Team**

Lori Copenrath, LEED AP  
*Principal in Charge*

Kent Larson, AIA, LEED AP  
*Quality Assurance / Quality Control*

Kelli Stewart, AIA, LEED AP  
*Project Manager/Project Architect*

Austin Gutierrez  
*Architectural Support*

Liz Bixenman, IIDA, WELL  
AP  
*Interior Design*

William Ragland, PhD, PE,  
SE  
*Structural Engineer*

Keith Miller, PE, ASHRAE  
*Mechanical Engineer*

Alex Ridley, PE  
*Electrical Engineer*

**Consultants**

PBS  
*Civil Engineer*

JMB Consulting Group  
*Cost Estimator*

The key to successful delivery is found in the quality of the people involved. Based on our understanding of scope required by Morrow County, we have assembled a team of experts, each with specific defined roles and responsibilities to assist the County in achieving the vision outlined in the solicitation. The qualifications and capabilities of our team are unsurpassed.

Our management approach is based on establishing a “Core Team,” which embodies all aspects of project leadership, management, planning, and quality control required for the execution of a project of this type and magnitude. Your design team is also backed by the resources of the entire firm.



Lori is a Justice+Civic planning expert responsible for programming and planning public safety centers, courts, police and sheriff stations, dispatch centers, prisons, jails and facilities support spaces. Lori works with stakeholders early in the design process to define needs and specific operational functions. Her process explores these individually, first to make sure that all user needs are being met, and then holistically to understand working relationships, interdependencies and opportunities to increase operational and staff effectiveness.

As Principal in Charge, Lori is responsible for team organization, communication, direction and collaboration – ensuring that all team members are aware of their roles and responsibilities. Lori’s open communication style and approachability enables her to work collaboratively with a wide variety of personalities and skill sets. She works hard to set a great tone for team cohesion from the start and will deliver above and beyond.

### Select Experience

**Morrow County Courthouse Feasibility Study; Heppner, OR**  
**Jefferson County Courts; Madras, OR**  
**Everett Municipal Court Replacement; Everett, WA**  
**Benton County Courthouse & District Attorney’s Office; Corvallis, OR**  
**Clackamas County Courthouse; Oregon City, OR**  
**Umatilla County Courthouse Planning; Pendleton, OR**  
**Marysville Civic Campus; Marysville, WA**  
**Salem Police Facility; Salem, OR**  
**Mukilteo Police Station; Mukilteo, WA**  
**Skagit County Community Justice Center; Mount Vernon, WA**

**Clatsop County Adaptive Reuse Study; Warrenton, OR**  
**Whatcom County Sheriff’s Office & Jail Feasibility Study; Ferndale, WA**  
**Yakima County Justice Center Programming & Schematic Design; Yakima, WA**  
**Linn County Sheriff’s Office Planning & Programming; Albany, OR**  
**Crook County Public Safety Facility Master Plan; Prineville, OR**  
**Arapahoe County Judicial and Detention Facilities Analysis & Master Plan; Centennial, CO**  
**Hood River Justice Complex, Master Plan, Feasibility Plan & Site Selection; Hood River, OR**

### Education

**M.A. Criminal Justice**  
University of Memphis  
**Three years Ph.D. coursework in Developmental Psychology**  
University of Memphis  
**B.A. Psychology, B.A. Philosophy of Religion**  
Ithaca College

### Registration, Accreditations & Affiliations

LEED Accredited Professional  
American Correctional Association  
Academy of Criminal Justice Sciences  
National Institute of Corrections  
International CPTED (Crime Prevention Through Environmental Design) Association

# Kelli Stewart, AIA, LEED AP

Senior Associate | Project Manager / Project Architect

Years of Experience: 16 years



Kelli is a talented and enthusiastic member of the architectural team in Portland. Her experience providing design support on a wide variety of project types allows her to shine as a creative designer and problem solver. Her critical attention to detail and ability to listen and communicate with expertise, makes her an effective project manager. She ensures that client expectations are met and stakeholders feel heard.

Kelli was a key member of the Jefferson County Courts team. She not only was integral to developing the design documents, but she was also the lead architect during construction administration.

## Select Experience

**Morrow County Courthouse Feasibility Study; Heppner, OR**

**Jefferson County Courts; Madras, OR**

**Tukwila Justice Center; Tukwila, WA**

**Tillamook County Courthouse Annex; Tillamook, OR**

**Hood River County Courthouse Phase 1A & 1B; Hood River, OR**

**Umatilla County Courthouse Planning; Pendleton, OR**

**Morrow County School District Educational Facility Planning and Community Outreach Services; Heppner, OR**

**Morrow County School District Long Range Facility Planning; Heppner, OR**

**Linn County Jail Addition/Renovation & Female Housing Analysis; Albany, OR**

**Salem Police Station; Salem, OR**

**Skagit County Justice Center; Mount Vernon, WA**

**Oregon State Police Central Point Area Command Crime Lab Remodel; Central Point, OR**

## Education

**Master of Architecture**  
University of Oregon

## Registration, Accreditations, Affiliations

Registered Architect: OR  
American Institute of Architects  
LEED Accredited Professional

# Austin Gutierrez

Associate | Architectural Support

Years of Experience: 6 years



With a keen eye for detail and a highly focused work ethic, Austin takes the extra step needed to produce a successful implementation. He bridges the gap between vision and actuality by translating ideas into visual realities that allow clients to bring their visions to life. Austin will work closely with Kelli and our consultants to coordinate the development of design documents, gather regulatory approvals, and deliver coordinated construction documents and specifications.

**Austin was born and raised in Heppner and is passionate about this important project.**

## Select Experience

**Morrow County Courthouse Feasibility Study; Heppner, OR**

**Benton County Courthouse & District Attorney's Office; Corvallis, OR**

**Benton County Justice Systems Improvement; Corvallis, OR**

**Clackamas County Courthouse; Oregon City, OR**

**City of Tigard Facility Consolidation Study; Tigard, OR**

**Pasco School District No. 1 New Comprehensive High School No. 3; Pasco, WA**

**47 North Recreational Development; Cle Elum, WA**

**Google Office Hub; Seattle, WA**

**Centennial School District Harold Oliver School; Portland, OR**

**Beaverton School District Raleigh Hills Elementary School Phase II; Portland, OR**

## Education

**Master of Architecture**  
University of Oregon

**Bachelor of Science**  
University of Idaho

**Liz Bixenman,** IIDA, WELL AP  
Associate | Interior Designer

Years of Experience: 5 years



Liz is passionate about creating experiences and fostering connections between people through design. She works with clients to weave their cultural values and messaging into every layer of their workplace experience. As a NextGen designer, Liz is researching and analyzing how the new workforce generation is redefining workplace functionality. Her experience working with our global technology clients has put her on the front lines of workplace thought leadership, as well as sustainability and transparency in manufacturing practices.

Liz brings a broad design perspective that is informed by her experience with tech, hospitality, workplace, justice+civic, as well as her experience working in Paris with a premiere textile firm to restore historic textiles at the Louvre.

**Select Experience**

- The Portland Building; Portland, OR
- Salem Police Station; Salem, OR
- Marysville Civic Campus; Marysville, WA
- Clatsop County Jail Relocation; Warrenton, OR
- Washington State Department of Enterprise Services John L. O'Brien Building Renovation Floors 3 and 4; Olympia, WA
- Washington State Department of Enterprise Services Pritchard Rehabilitation and Expansion; Olympia, WA

- Echo Glen Children's Center Acure Mental Health Unit; Snoqualmie, WA
- Google Block 38; Seattle, WA
- Google Kirkland Urban; Kirkland, WA
- Google Kirkland Building C; Kirkland, WA
- Apple Boulder; Boulder, CA
- Moda Health; Portland, OR

**Education**

Bachelor of Fine Arts, Interior Design  
Iowa State University

**Registration, Accreditations, Affiliations**

International Interior Design Association (IIDA)  
WELL Accredited Professional

# Kent Larson, AIA, LEED AP

Principal | Quality Assurance / Quality Control

Years of Experience: 38 years



Kent is one of DLR Group's most skilled and experienced quality assurance managers. He has built a reputation for attention to detail in constructability, and for his ability to work with contractor and consultant team members for efficient project delivery. As a champion of integrated design and project delivery, Kent works with owner, client, designer, and contractor team members as design partners.

As Quality Control leader, he will provide a fresh set of eyes at each phase of the project, looking at technical, constructability, coordination and design function conformance. This detailed process ensures the delivery of highly coordinated documents.

## Select Experience

**Benton County Kalapuya Building Tenant Improvements; Corvallis, OR**

**Jefferson County Courts; Madras, OR**

**Hood River County Courthouse Study; Hood River, OR**

**Tillamook County Courthouse Annex; Tillamook, OR**

**Clackamas County Courthouse; Oregon City, OR**

**Umatilla County Courthouse Planning; Pendleton, OR**

**The Portland Building; Portland, OR**

**Salem Police Station; Salem, OR**

**Benton County Justice Systems Improvement; Corvallis, OR**

**Oregon State Police Central Point Area Command Crime Lab Remodel; Central Point, OR**

**City of Hillsboro Facility Assessment; Hillsboro, OR**

**Clark County LEF Feasibility Study; Vancouver, WA**

**Crook County Public Safety Facility Master Plan; Prineville, OR**

**Clatsop County Sheriff's Office Engineering Services; Warrenton, OR**

**Oregon Youth Authority 10-Year Plan MacLaren Youth Correctional Facility; Woodburn, OR**

## Education

**Bachelor of Architecture**  
University of Minnesota

## Registration, Accreditations & Affiliations

Architect: OR #4943  
NCARB Certified  
American Institute of Architects  
LEED Accredited Professional



**William Ragland,** PhD, PE, SE  
Principal | Structural Engineer

Years of Experience: 13 years

**Select Experience**

- Benton County Kalapuya Building Tenant Improvements; Corvallis, OR
- Benton County Courthouse & District Attorney's Office; Corvallis, OR
- Marysville Civic Campus; Marysville, WA
- Oregon State Police Central Point Area Command Crime Lab Remodel; Central Point, OR

**Education**

Ph.D, Civil Engineering, Master of Civil Engineering  
University of Tennessee

**Registration, Accreditations, Affiliations**

Structural Engineer: OR + 5 additional states  
Professional Engineer: TX, MT, GA, TN, AL



**Keith Miller,** PE, ASHRAE  
Senior Associate | Mechanical Engineer

Years of Experience: 27 years

**Select Experience**

- Morrow County Courthouse Feasibility Study; Heppner, OR
- Benton County Kalapuya Building Tenant Improvements; Corvallis, OR
- Benton County Historic Courthouse Study; Corvallis, OR
- Clackamas County Courthouse; Oregon City, OR

**Education**

Bachelor of Mechanical Engineering  
Minor in Mathematics,  
Walla Walla College

**Registration, Accreditations & Affiliations**

Mechanical Engineer: OR #60334PE American Society of Plumbing Engineers



**Alex Ridley,** PE  
Electrical Engineer

Years of Experience: 11 years

**Select Experience**

- Benton County Historic Courthouse Study; Corvallis, OR
- Benton County Courthouse & District Attorney's Office; Corvallis, OR
- Clackamas County Courthouse; Oregon City, OR
- Benton County Juvenile Study; Kennewick, WA

**Education**

Bachelor of Science — Electrical and Computer Engineering  
Oregon State University

**Registration, Accreditations & Affiliations**

Electrical Engineer: OR 85154PE





## Michael Melder, PE, CESCL

Years of Experience: 16 years

Civil Engineering Manager | PBS | Sr. Civil Engineer

### Select Experience

Morrow County Government Center; Irrigon, OR

Irrigon School District Capital Projects; Irrigon, OR

Ione School District Bond Program; Ione, OR

Design-Build Boardman Fire Station; Boardman, OR

Hermiston Public Library; Hermiston, OR

Hermiston School District Bond Program; Hermiston, OR

### Education

BS Civil Engineering

Georgia Institute of Technology

### Registration, Accreditations, Affiliations

Professional Engineer: OR, WA

Certified Erosion and Sediment Control Lead (CESCL)



## Jon Bayles

Years of Experience: 34 years

Principal | JMB Consulting Group | Cost Estimator

### Select Experience

Benton County Courthouse & District Attorney's Office; Corvallis, OR

Benton County Justice Systems Improvement Program Predesign; Corvallis, OR

Crook County Courthouse; Prineville, OR

Clackamas County Courthouse; Oregon City, OR

### Education

Bachelor of Arts, Economics

Emory University



m. Identification of any complaints to liability carriers, legal action, including lawsuits, administrative complaints, etc., in the past five years;

DLR Group Architecture & Engineering Inc., an Oregon corporation, does not disclose information regarding complaints that do not result in the commencement of litigation or arbitration proceedings as this is proprietary and confidential. The following matter was the subject of litigation or arbitration proceedings involving DLR Group Architecture & Engineering Inc. in the past five years:

*New Way Electric v. Corp, Inc. v. Junction City School District v. DLR Group Architecture & Engineering Inc., American Arbitration Association (Case No. 01-19-0000-6899).* This matter related to a terminated contractor's claim for alleged delay and unpaid compensation and ultimately settled in 2021.



**n. Projected date in which the First Draft Study will be ready for review**

Our team would like to complete the following tasks as part of the development of a comprehensive draft of the site analysis study.

- Confirm the selected site with the County.
- Land survey and geotechnical assessment.
- Cultural resources assessment.
- Environmental review.
- Climatic analysis.
- Meet with City of Heppner to determine land use requirements.
- Meet with City of Heppner and other services like Columbia Basic Electric Cooperative to determine utility needs.

From the time of Notice to Proceed (NTP), we anticipate 2-3 months to complete the draft site analysis study. We are assuming that most of the on-site investigations can happen concurrently. If the project starts fairly quickly, there is no reason why the draft study would be completed before the end of the 2023 calendar year.

The rest of the design schedule would depend on how quickly the County is able to meet, review progress sets, and provide feedback - as well as if the County is going to choose a Construction Manager / General Contractor

or low bid delivery. The design process for this type of facility is typically about 7-9 months.

**o. Any other information that would help in the evaluation of the Proposer for this contract.**

**General Approach**

DLR Group's team has enjoyed working with Morrow County and Court staff on the study efforts for this project. Our approach to the design of the Courthouse would be similar to our study phases, except we would like to schedule regular meetings in Heppner to work with stakeholders. We would like to work with you to develop a meeting cadence that accommodates all stakeholders. Our initial thought is to have regular in-person design workshops with virtual check-in meetings every week or every other week. This pattern provides the design team the necessary time to advance the design between in-person meetings while having the opportunity to get any questions answered during the check-ins.

Below is a high-level design process overview. The team will need to layer in community engagement, coordination with the authorities having jurisdiction, and

reviews and approvals required by the County and OJD.

**Site Analysis** - understanding of the site opportunities and challenges.

**Schematic Design** – floor plan development, how the facility sits on the site, stacking of floors, first cost estimate. Selection of contractor (if CMGC delivery)

**Design Development** – floor plans are finalized, exterior design completed, selection of building systems, interior design and finished selected, second cost estimate.

**Construction Documents** – the design is documented for the contractor, specifications are completed. Cost estimate at 60%-70% completion (also guaranteed maximum price (GMP) is set if CMGC delivery). Permit is submitted at 80%-90% completion.

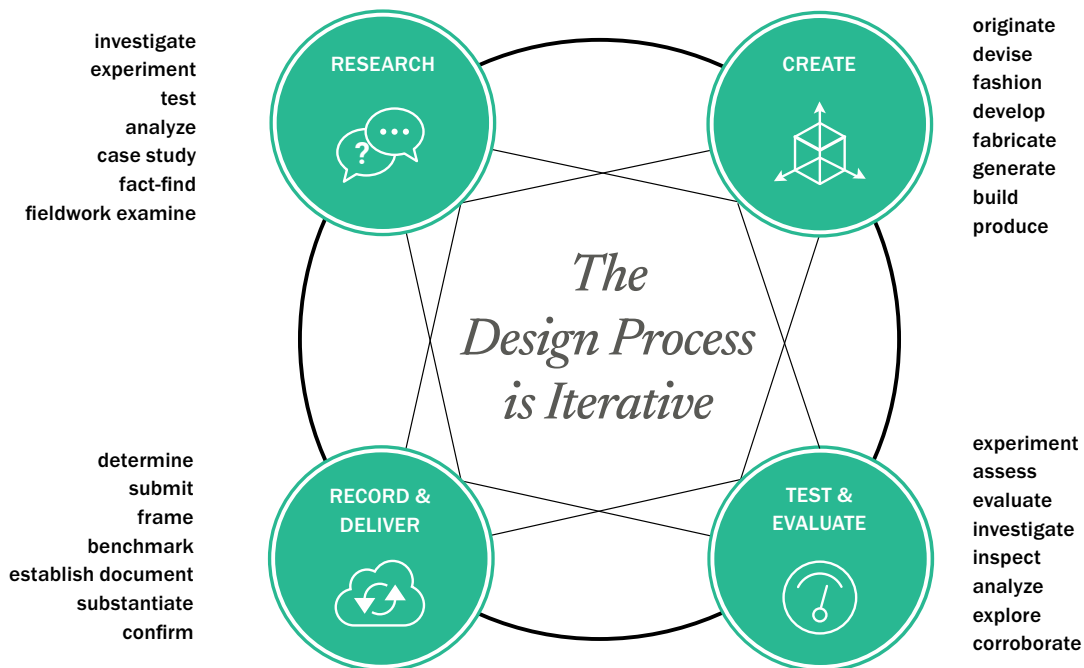
**Bidding** – Bidding, bid verification, contractor selection (if hard bid delivery).

**Construction Administration** – Construction of the courthouse. Depending on the weather window and supply chain issues, construction should be about 14 months.

**Post Construction** – Warranty period. A/E tours the building during the 11th month of the warranty period to identify and concerns the contractor should address.

**Working with Oregon Judicial Department (OJD)**

It is critical that we include OJD in the design process – meaning that Irma Solis, Judge Hill, and Nick Larsen (OJD construction project manager) will be invited to every meeting to ensure the design is aligned with OJD’s standards and expectations. To that end, DLR Group is fluent in the latest OJD standards and have already applied them to the space needs assessment documents.



On the following pages, we have included letters from additional references.



## City of Tukwila

Allan Ekberg, Mayor

*Administrative Services Department – Rachel Bianchi, Deputy City Administrator*

June 15, 2021

To Whom it May Concern:

DLR Group was selected by the City of Tukwila to assess the operational and space needs of multiple City departments: Police, Courts, and Emergency Management. Through the assessment, it was clear that the City was going to need more space than budgeted in the bond measure unless we adjusted how these departments would use the new facility.

The project had three goals: to bring police, court, and emergency management together in a new facility, to revitalize Tukwila International Boulevard (TIB), and to effectively use the funds available to achieve a new building. Through their inclusive process DLR Group successfully delivered the project fulfilling each goal.

Throughout the planning and design process DLR Group leveraged their extensive industry knowledge and reach to provide education and examples of national best practices. This helped each department make forward-thinking decisions. DLR Group collaborated with each agency to understand their needs and develop a plan that created a central core of the building as shared space. The central core of the building is shared conference rooms, staff support spaces, and a central breakroom between all three departments. Accessibility considerations and door controls were provided to allow multiple layers of security in the space ranging from fully secured while the emergency operations center is activated, limited access for particular functions such as jury assembly, or open the conference spaces to the public to reserve as a community room. The shared space concept helped to bring the project within budget while limiting operational impacts to each group.

The site is in a diverse area of Tukwila that has strong community connections, but also some challenges. Placing the Justice Center at this location required the design team to empower the outdoor space to be a space to gather for community events. The use of windows, lighting, landscaping, and seating helps the building to be approachable and evokes a sense of safety and transparency.

During construction, DLR Group provided clear and honest communication with the City, owner's rep, and contractor that lead to a smooth construction phase. The project benefited greatly from the high quality of leadership, documentation and execution by DLR Group and made this design and construction effort a truly great experience for the City. They were very responsive to the needs of all stakeholders throughout the project and are a true team player. A great deal of the project's success can be directly attributed to DLR Group.

It was a pleasure to work with DLR staff and to provide such an amazing new facility for our community and staff.

Regards,

A handwritten signature in blue ink, appearing to read "R. Bianchi".

Rachel Bianchi



**Board of Commissioners**

Office: (541) 766-6800

Fax: (541) 766-6893

205 NW 5<sup>th</sup> St.  
Corvallis, OR 97330

[co.benton.or.us](http://co.benton.or.us)

July 2, 2021

To whom it may concern,

Benton County (OR) embarked upon a 10-year Justice System Improvement Program (JSIP) with an assessment of the system across justice system intercepts, from first encounter with law enforcement to return to the community. The Assessment (January 2019) included a long list of recommendations for new or improved programs and facilities. After a competitive bidding process, the County awarded Pre-design work to engineering and design firm DLR Group in February 2020. The effort involves a suite of potential facilities, including a new county courthouse, crisis center, law enforcement building, District Attorney's Office, and repurposing the historic Benton County Courthouse.

Sixteen months into Predesign, which will culminate with a public bond measure in May 2022, the County is extremely satisfied with DLR's performance. The team, led by principal Lori Coppenrath, is highly knowledgeable, responsive, and pleasant to work with. Materials are professionally prepared in a timely manner, with an eye for detail. All of DLR's core team is adept at public speaking and able to facilitate or lead meetings at the County's request. They are well-versed in justice system "best-practices" and have a wealth of public-sector experience. Their ability to listen carefully and understand multiple perspectives, then craft proposals for consideration and advance recommendations is one of their strongest skills.

Finally, the County wants to recognize DLR Group's amazing adaptability, which was manifest during a very difficult year caused by the global COVID-19 pandemic. Schedules changed, County resources were allocated away from JSIP, and DLR responded with flexibility and professionalism. The changes could have impacted JSIP's budget, but there again, DLR offered options and made adjustments to maintain the budget and avoid surprises down the road.

It is with confidence and pleasure the County recommends DLR Group for justice system master planning to local governments small or large.

Sincerely and respectfully,

Best regards,

A handwritten signature in blue ink, appearing to read "Xanthippe Augerot".

Xanthippe Augerot  
Chair, Benton Board of Commissioners

A handwritten signature in blue ink, appearing to read "Nick Kurth".

Nick Kurth  
JSIP Manager



# Oregon

Kate Brown, Governor

Oregon Youth Authority  
Office of Business Services  
530 Center Street NE, Suite 500  
Salem, OR 97301-3765  
Voice: 503-378-8789  
Fax: 503-373-7921  
[www.oregon.gov/OYA](http://www.oregon.gov/OYA)

March 12, 2019



To Whom it May Concern:

It is my pleasure to recommend DLR Group's architectural and engineering services for your upcoming project. In 2015, Oregon Youth Authority selected DLR Group to provide planning, architectural, mechanical, electrical, structural and interior services for the MacLaren Youth Correctional Facility East Campus Housing facilities. The project began as a renovation and addition of the existing housing building to meet growing demand and adapt to the new statewide operational model of Positive Human Development. After a thorough review of existing conditions and assessment of the challenges presented by a complex and limiting renovation, the project resulted in six new housing buildings totaling 35,000 SF. We enjoyed working with DLR Group and feel our project was a success on all fronts.

Prior to commissioning this project, Oregon Youth Authority had developed an innovative operational model based on core principles of "Positive Human Development" (PHD), but we lacked appropriate housing to support the new research-based model. DLR Group worked with us to integrate numerous plans from previous studies and reviews into a single, successful project. The new housing units combine developmental-learning spaces, normative environments, the natural world, and family-scaled spaces within the secure housing units and in the surrounding landscape, producing safe and therapeutic spaces that embody the practices of OYA and PHD. We feel this facility meets our needs perfectly.

Throughout the project we appreciated DLR Group's understanding of timelines, schedules and budgets to ensure the allocated funds were wisely spent and directed toward areas with the greatest impact. The design team addressed multiple issues in the existing building and helped us strategize whether to renovate or build new, and how to bring the existing building up to current standards. The team listened to our needs and concerns and were responsive to our input. It was clear that DLR Group cared about our project and their well-organized approach fostered communication, trust and consensus among diverse and complex stakeholder groups.

I recommend DLR Group to any public entity or jurisdiction. They are professional, engaged, caring and conscientious. We appreciated their technical expertise, creative problem-solving and ability to work collaboratively with multiple stakeholders.

Sincerely,

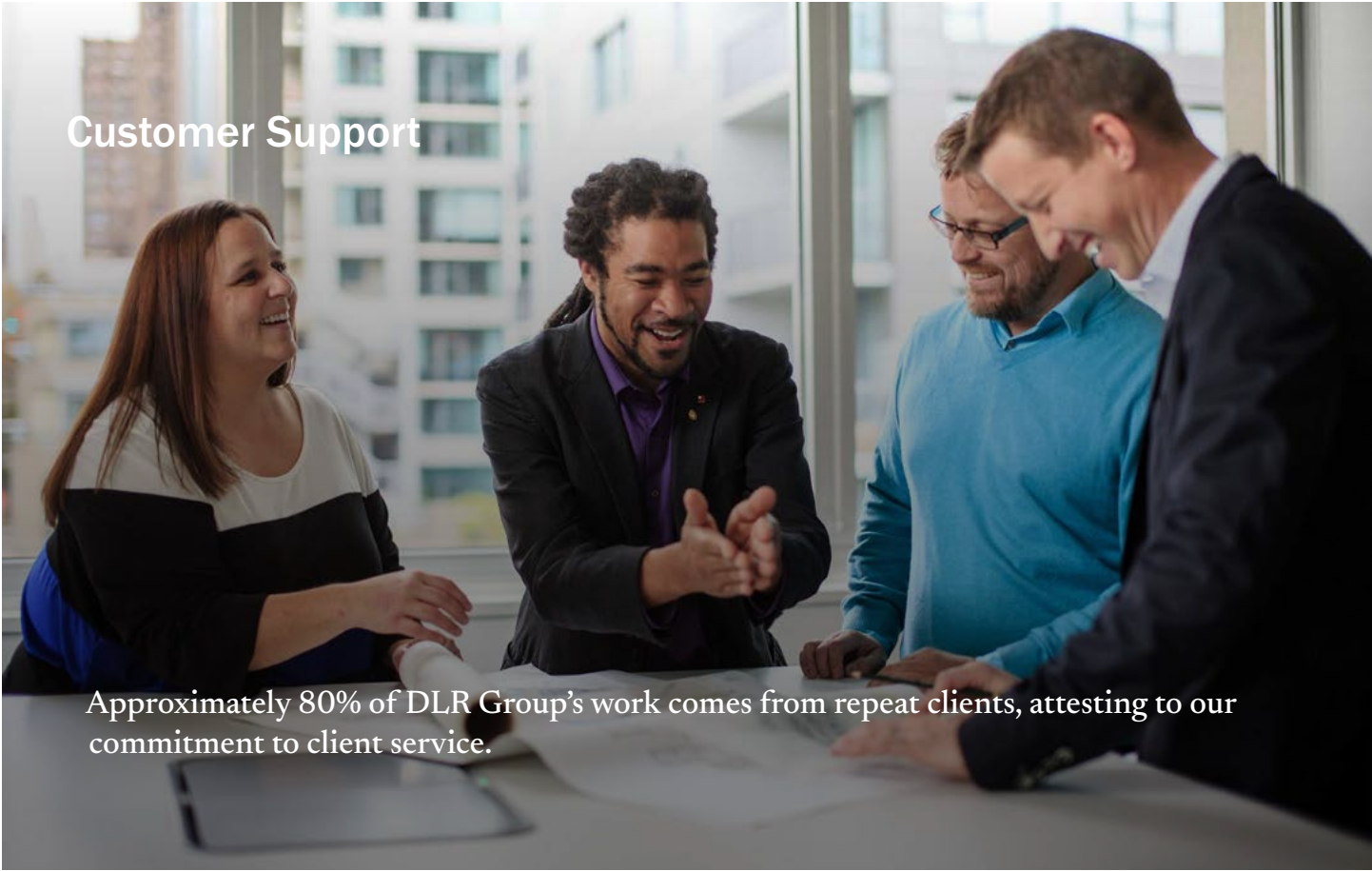
Rex Emery  
Oregon Youth Authority  
Assistant Director of Business Services



## Customer Support



## Customer Support



Approximately 80% of DLR Group's work comes from repeat clients, attesting to our commitment to client service.

Like Morrow County, DLR Group operates on Pacific Standard Time (PST) and has primary hours of operation Monday through Friday from 8:00 a.m. to 5:00 p.m. Primary project communication and meetings will be scheduled during these hours.

However, there may be times when the County requires DLR Group to respond to an urgent request outside of normal working hours. DLR Group consists of over 1,400 people across our 30 offices. If we feel the need to leverage our outside offices, we will relay that concern to our senior management to allow our office to deploy a special team to respond to an issue. A great example was the response we provided during the current COVID-19 pandemic. Our Seattle office deployed a team assisted by our health care staff in Cleveland to develop mobile hospital units on a soccer field to handle the overflow of patients in the medical system. This task was highlighted on numerous national media networks.

Our team is dedicated to responding efficiently to any needs that may arise.

In addition to focusing on design and technical issues, we also recognize that this is a people business. We have found that in order to be truly successful, we must not only perform well professionally, but we must ensure the County is engaged and enjoys the project as it develops. It is important that our design team be responsive to the broader range of stakeholders including the community, elected officials, advocacy groups and others that have a stake in the success of your project.

To address customer service from Day One, we have assigned Lori Coppenrath as Principal-in-Charge. Lori will develop expectations and periodically meet with you to develop a "scorecard" of how we are doing against your expectations and making whatever changes are necessary to assure that DLR Group not only meets but exceeds your expectations.



## Project Cost

# Project Cost

There are a number of factors that go into determining a fee for a project of this scale; it's difficult to come to a holistic cost without some dialogue with the Owner. DLR Group is amenable to using the Washington State Fee Schedule (WSFS) (<https://ofm.wa.gov/sites/default/files/public/legacy/budget/instructions/ae/aefees.pdf>) to determine fees. This process is widely accepted in the Pacific Northwest as a basis for A/E fees. The schedule provides a percentage of the construction cost for basic services (courthouses are schedule A). These basic services includes: architectural design, mechanical design, electrical design, structural design, design coordination, and specifications. If we assume a \$20M construction cost with construction contingency, the

basic services fee is in the 8.45%-8.50% range. Extra services would need to be negotiated for other design components like security design, AV design, etc. The guidelines for extra services allowed by the WSFS are described here: <https://ofm.wa.gov/sites/default/files/public/legacy/budget/instructions/capinst/aeguidelines.pdf>. Generally, we find that Extra Services cost is usually in the 2%-3% range.

That all being said, the fees outlined below are a starting point for a robust conversation with Morrow County.

## Draft Design Services Fee (scope and services to be negotiated)

Basic Services: \$20,000,000 x 8.45%	=	\$1,690,000
Extra Services: \$20,000,000 x 2.5%	=	\$500,000
<b>Subtotal</b>	<b>=</b>	<b>\$2,190,000</b>
Reimbursables: 1.5% of Basic + Extra	=	\$32,850
<b>Preliminary Total Lump Sum Fee</b>	<b>=</b>	<b>\$2,222,850</b>



## 4.2.5 References

# References

## Jefferson County Courthouse

Jeff Rasmussen, County  
Administrative Officer  
(541) 475-2449  
jeff.rasmussen@co.jefferson.or.us



## Tukwila Justice Center

David Cline, City Administrator  
(206) 433-1851  
david.cline@tukwilawa.gov



## Benton County Kalapuya Building

Xanthippe Augerot, Commissioner  
(541) 766-6821  
xanthippe.augerot@co.benton.or.us





## Required Forms

**PROPOSAL FORM**

**Responses to the Morrow County Circuit Court Feasibility Study - Request for Proposals (RFP) must contain a signed photocopy of this page.**

Firm Name: DLR Group Architecture & Engineering inc., an Oregon corp.

The Undersigned offers and agrees to provide a Feasibility Study for Program Verification, Design, Construction Administration Services and Preliminary Architectural Design, Site Analysis and Concept Development for the Morrow County Circuit Court Building Project.

The proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other no-job-related factors.

Oregon CCB Number: N/A Expiration Date: \_\_\_\_\_

- Resident Firm     Non-resident Firm
- Corporation     Partnership
- Sole Proprietor     Joint Venture
- Other \_\_\_\_\_

Has your firm ever been disqualified by a government agency from bidding or proposing on a public project? NO? (yes/no)? If the answer is yes, explain the circumstances, project, contracting agency and date. State the reason for disqualification and if the disqualification has ended. Use additional sheets if required.

Has your firm ever been terminated from a public contract? NO (yes/no). If the answer is yes, explain the circumstances, project, contracting agency and date. State the reason for termination. Use additional sheets if required.

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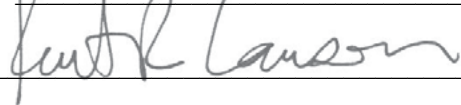
Has your firm ever been involved in litigation involving a public contract? Has a claim been made against any payment or performance bond taken out by your firm? Has a legal claim been made against your firm for alleged contract breach or substandard performance, or has a claim been made against your firm for dishonesty, fraud, or misappropriation in relation to a contraction contract? NO (yes/no). if the answer is yes, provide a full explanation on a separate sheet entitled "Claims."

Firm Name: DLR Group Architecture & Engineering inc., an Oregon corp. Phone 503-274-2675

Address: 110 SW Yamhill Street, Suite 105, Portland, OR 97204

---

By (Print): Kent Larson Title: Principal / President

Signed:  Date: 8/29/2023

**This form must be signed in ink and returned with the proposal**



**MORROW COUNTY CIRCUIT COURT BUILDING**  
**Bidder/Proposer Residency Statement**

Pursuant to ORS 279A.120, Oregon’s reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, “Resident Bidder/proposer” means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a “Resident Bidder/proposer”. A “non-resident Bidder/proposer” is a bidder/proposer who does not meet the definition of a “resident Bidder/proposer” as stated above.

Bidder is Resident  or Non-Resident  and is a resident of Oregon (State) as set forth above.

If a Resident Bidder/proposer, enter your Oregon Business address below:

110 SW Yamhill Street, Suite 105, Portland, OR 97204

**Certificate of Non-discrimination**

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer the bidder/proposer hereby certifies to morrow County Government that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Bidder/proposer hereby certifies that the information provided above is true and accurate.

**Bidder Company Name** DLR Group Architecture & Engineering inc., an Oregon corp.

**Street Address:** 110 SW Yamhill Street, Suite 105

**City:** Portland **State:** Oregon **Zip Code** 97204

**Toll Free Telephone:** 503-274-2675 **Telephone:** 503-274-2675 **FAX:** 503-274-0313

**Federal I.D. or Social Security No.:** 47-0698139 **Email:** klarson@dlrgroup.com

**Type or Print Name of Person Signing:** Kent Larson

**Title:** Principal / President

**Authorized Signature:**  \_\_\_\_\_

---

This form must be signed in ink and returned with the proposal

# Insurance Coverage



## CERTIFICATE OF LIABILITY INSURANCE

10/1/2023 DATE (MM/DD/YYYY) 10/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : The Cincinnati Insurance Company	10677	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :
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INSURER C : Continental Casualty Company	20443														
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1412072 DLR Group Architecture & Engineering inc. an Oregon corp. 110 SW Yamhill Street, Suite 105 Portland OR 97204															

**COVERAGES** CERTIFICATE NUMBER: 16252678 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	GLO1883909	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	N	N	BAP1883913	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	EXS0666965	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC1883912 EXCEPT FOR OH ND WA WY	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C C	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH591933838 RETRO DATE 6/1/86	10/1/2022	10/1/2023	\$3,000,000 PER CLAIM AND \$3,000,000 AGGREGATE CLAIMS MADE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THE FOLLOWING PROJECT INFORMATION IS REFERENCED FOR CONVENIENCE ONLY: RE: FOR INFORMATIONAL PURPOSES.

<b>CERTIFICATE HOLDER</b> 16252678 EVIDENCE OF COVERAGE	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ELEVATE *the*  
HUMAN EXPERIENCE  
THROUGH DESIGN





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

(For BOC Use)
Item #

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

Presenter at BOC: Bobbi Childers
Department: Clerk
Short Title of Agenda Item: IGA Gilliam County, BOPTA
(No acronyms please)

Date submitted to reviewers: 10/16/2023
Requested Agenda Date: 10/18/2023 or 11/01/23

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

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:

Bobbi Childers Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Council \*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 Council, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is an Intergovernmental Agreement - with Gilliam County to have Morrow County Tax Assessor as an independent assessment service in the performance of BoPTA for Gilliam County and Gilliam County Tax Assessor reciprocate for Morrow County.

Morrow County and Gilliam County have been doing this agreement for more than 25 plus years.

## 2. FISCAL IMPACT:

None

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

Please Sign, I've talked to Morrow County Assessor and he is has agreed to this.

Attach additional background documentation as needed.

---

## **Intergovernmental Agreement With Morrow County**

This agreement made in the month of October 2023, by and between Morrow County, a political subdivision of the State of Oregon (Morrow) and Gilliam County, a political subdivision of the State of Oregon (Gilliam)

**WITNESSETH:**

That whereas, each of the parties has established a Board of Property Tax Appeals in order to perform the appropriate function regarding property tax appeals; and

Whereas, the duly elected Tax Assessor of each county is fully qualified to perform the appraisal services required; and

Whereas, the Gilliam County Tax Assessor qualifies as an independent appraiser for property situated within Morrow County; and the Morrow County Tax Assessor qualifies as an independent appraiser for property situated within Gilliam County;

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

1. Upon request by the Gilliam County Court, the Morrow County Tax Assessor shall be available to provide the independent assessment services necessary to assist the Gilliam County Board of Property Tax Appeals in the performance of its function.
2. Upon request by the Morrow County Court, the Gilliam County Tax Assessor shall be available to provide the independent assessment services necessary to assist the Morrow County Board of Property Tax Appeals in the performance of its function.
3. Notwithstanding any other provision herein, neither the Gilliam County Tax Assessor nor the Morrow County Tax Assessor shall be required to perform the services necessary to assist the Morrow County Board of Property Tax Appeals or the Gilliam County Property Value Appeals Board in the performance of its function.
4. The incidental expenses associated with the performance of the services described above, including, but not limited to, travel and meals, shall be submitted as a regular claim for reimbursement upon the county for whom the services were performed.

This Agreement is for the 2023 BOPTA year, the Board term commencing on date of appointment and ending on April 30, 2025. Either party may terminate this agreement upon thirty days written notice to the other.

IN WITNESS WHEREOF, the parties have set their hands as of the date first mentioned above.

GILLIAM COUNTY COURT:

MORROW COUNTY COURT:

*Elizabeth Farrar Campbell*

Elizabeth Farrar Oct 9, 2023  
Gilliam County Judge Date

\_\_\_\_\_  
David Sykes Date  
Morrow County Chair

*Pat Shannon*  
\_\_\_\_\_  
Pat Shannon (Oct 9, 2023 10:54 PDT)

Pat Shannon Oct 9, 2023  
Gilliam County Commissioner Date

\_\_\_\_\_  
Jeff Wenzholz Date  
Morrow County Vice Chair

*Leah Watkins*

Leah Watkins Oct 9, 2023  
Gilliam County Commissioner Date

\_\_\_\_\_  
Roy Drago Jr Date  
Morrow County

*Chet R Wilkins*

Chet Wilkins Date  
Gilliam Co Assessor Oct 9, 2023

*Michael Gorman* 10-16-23  
\_\_\_\_\_  
Michael Gorman Date  
Morrow Co Assessor

Attest:

*Eun Wagner*

Gilliam County Clerk

Attest:

\_\_\_\_\_  
Morrow County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
Gilliam County Counsel

*[Signature]*  
\_\_\_\_\_  
Morrow County Counsel  
*Just Nils*  
*10/16/23*



# ODOT Region 5

Morrow County Commission

October 18, 2023

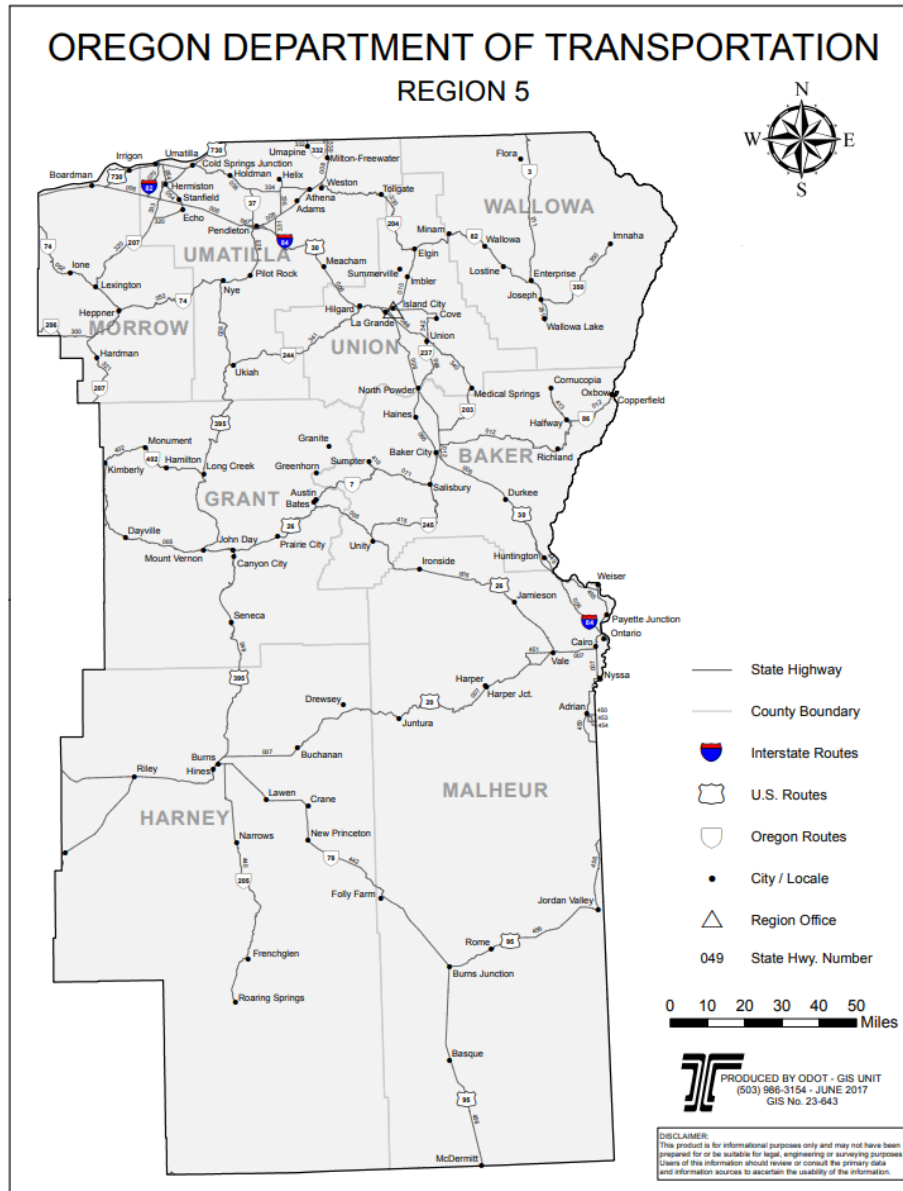
# Purpose of meeting:

- Opportunity to meet new County and ODOT staff.
- Provide information on what ODOT does
- Discuss projects in Morrow County
- Provide contacts for better access to ODOT personnel and programs

# ODOT Mission:

ODOT provides a safe and reliable multimodal transportation system that connects people and helps Oregon's communities and economy thrive.

# Region 5



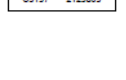
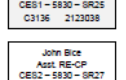
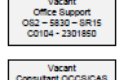
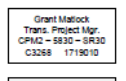
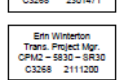
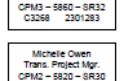
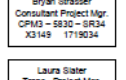
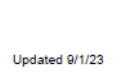
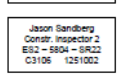
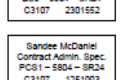
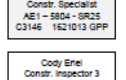
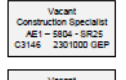
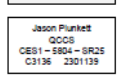
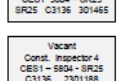
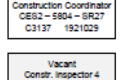
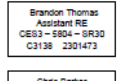
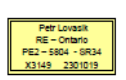
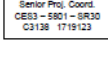
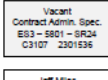
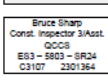
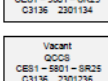
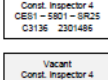
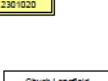
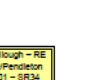
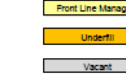
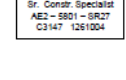
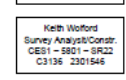
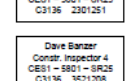
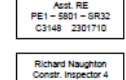
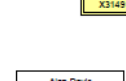
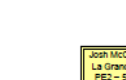
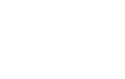
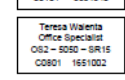
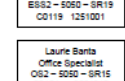
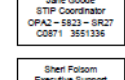
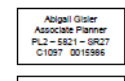
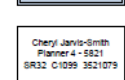
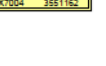
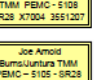
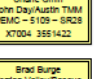
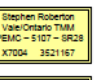
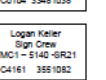
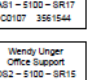
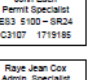
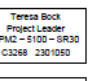
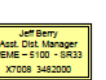
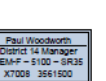
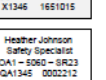
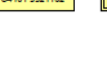
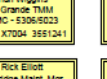
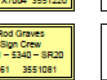
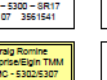
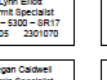
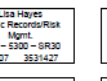
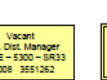
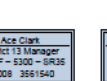
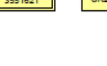
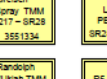
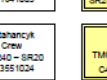
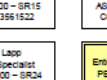
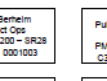
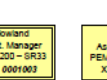
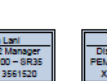
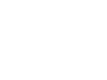
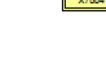
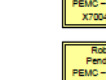
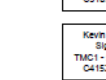
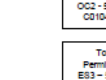
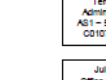
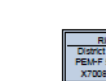
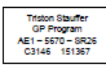
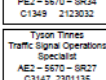
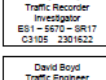
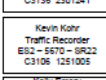
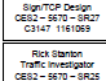
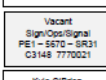
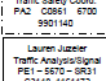
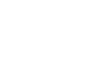
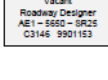
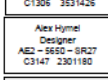
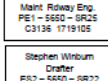
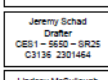
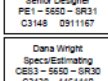
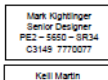
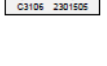
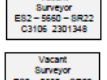
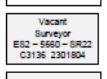
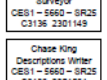
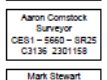
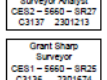
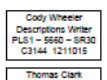
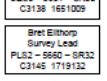
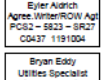
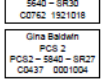
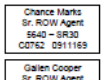
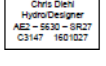
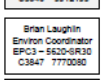
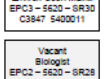
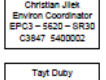
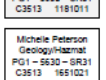
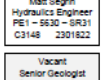
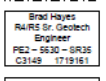
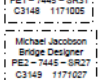
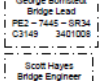
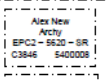
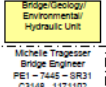
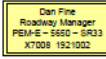
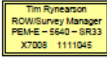
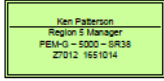
# ODOT Organization/Roles

- OTC Members/Structure
  - Set Policy and Direction
- Director- Kris Strickler
  - Implement Policy and Manage Dept. Activities
- Region Manager – Ken Patterson
  - Responsible for implementation of all ODOT activities in Eastern Oregon
  - Developing effective working partnerships in Eastern Oregon

# R 5 Organizational Chart



## REGION 5



- Front Line Managers
- Underfill
- Vacant
- Developmental/Rotations
- Work out of Class
- DAS Class Study
- Limited Duration

Updated 9/1/23

# Key Contacts/Personnel

- Region Manger
- Area Manager
- District Manger
- Tech Center Manger
- Planning Manager

# Region Manager

- **Ken Patterson**
- Located – La Grande
- Responsible For:
  - Project Delivery
  - Operations and Maintenance
  - Transportation Planning
  - External Outreach
  - Everything Else



# Eastern Oregon Area Manager

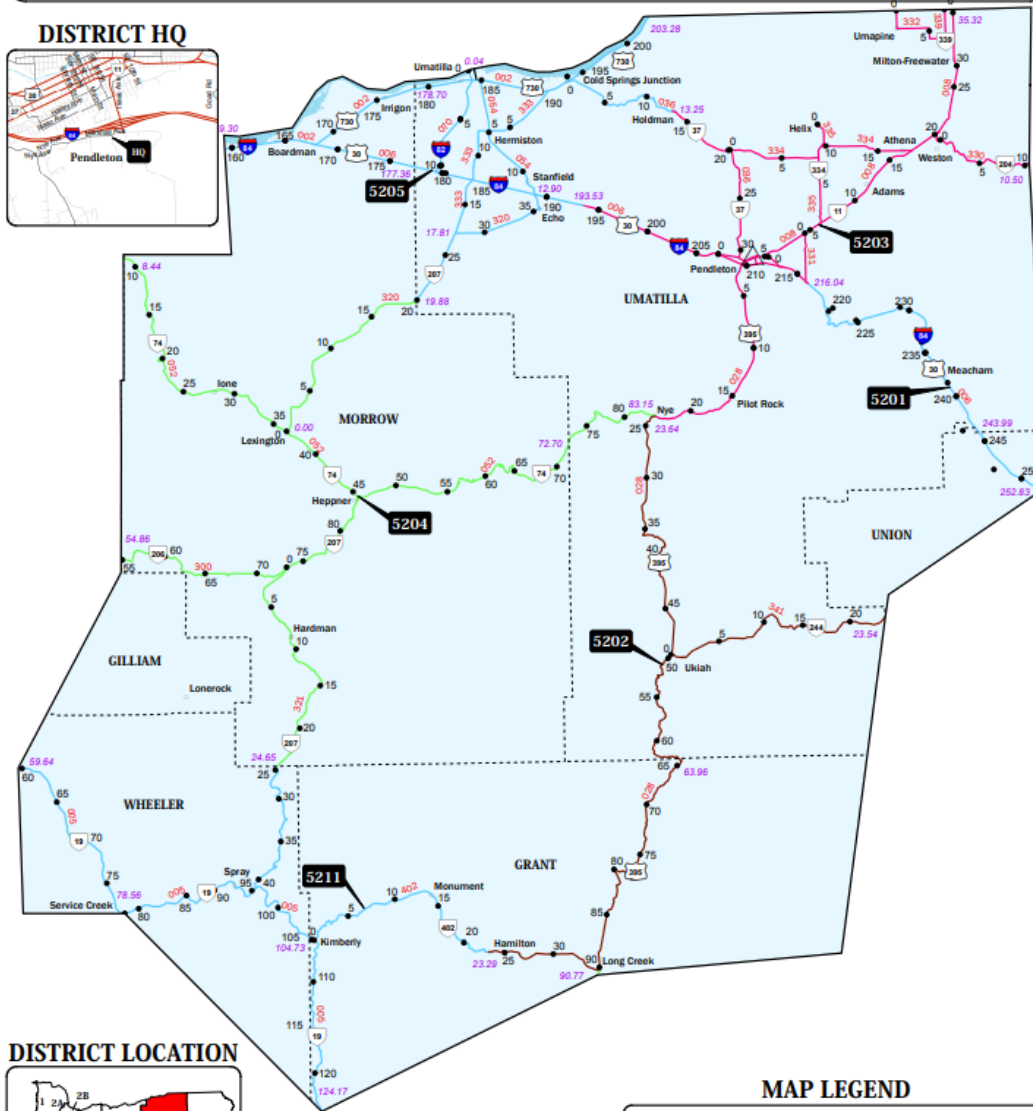
- **Sean Maloney**
- Located – La Grande/Ontario
- Responsible For:
  - Project Delivery
  - Local Programs
  - Construction Program
  - ODOT staff to Eastern OR Regional Solutions Team

# District Managers

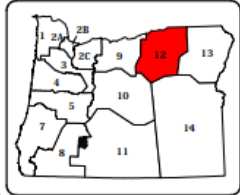
- **Rich Lani**– District 12 - Pendleton
- **Ace Clark** – District 13- La Grande
- **Paul Woodworth** - District 14 – Ontario
- Responsible for:
  - Operations and Maintenance
  - Maintenance Section Crews
  - Emergency response & recovery
  - Maintenance funded projects
  - Cross District Coordination


# OREGON DEPARTMENT OF TRANSPORTATION MAINTENANCE DISTRICT 12

## DISTRICT HQ



## DISTRICT LOCATION




0 1 2 Miles  
 PRODUCED BY ODOT - GIS UNIT  
 (503) 986-3154 - SEPTEMBER 2017  
 GIS No. 25-64

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## MAP LEGEND

- |                  |                 |                      |
|------------------|-----------------|----------------------|
| City Location    | County Boundary | U.S. Route           |
| District Office  | Oregon Route    | 49 Highway Number    |
| Hydro Feature    | 88 Milepoint    | 124 Maintenance Unit |
| Interstate Route |                 |                      |

# Tech Center Manager

- **Stephanie Anderson**
- Located – La Grande
- Responsible for:
  - On-System Project Design Activities
  - Design Quality Control
  - Consultant Project Design Review
  - Regional Technical Staff

# Planning Manager

- **Teresa Penninger**
- Located – La Grande
- Responsible for:
  - Transportation Planning
  - Active Transportation
  - ODOT Business Activities
  - STIP Development
  - Project Programming

# Region Transit Coordinator

- **Angie Jones**–
- Located – John Day
- Responsible for:
  - State Transit Improvement Fund (STIF)
  - STIF Plans
  - Grant assistance and administration
  - Operational assistance
  - Public Transit Technical Assistance

# Funding at ODOT

- Highway Trust Fund restrictions
- Federal Funding (FHWA, FTA, FLAP, ER)
- State Funding
- Competitive Programs
- Legislative Earmarks
- Grants (IOF, Carbon Reduction, Etc)
- Fund Exchange

# State Transp. Improvement Plan

- Largest source of capital improvement
- 4 year cycles (2024-2027)
- Federal funds - mostly
- OTC sets funding priorities with ACT input
- Project selection based on mgmt systems/needs
- Delivery by ODOT / Consultant staff



# Major Programs

- Maintenance
- Project Delivery
- Planning
- Transit
- Local Programs
- Fund Exchange
- Technical Assistance

# ODOT Maintenance

- State Funded – mostly
- Asset Management and Preservation
  - Roadway preservation
  - Bridge preservation
- Winter Operations
- Incident response
- Emergency response and recovery

# ODOT Project Delivery

- STIP development
- State System Project Delivery
  - In House Design
  - Consultant Design
- Local Project Delivery
  - Delivery on Behalf (State administers project)
  - State funded local project
- Construction Program

# Morrow County Projects

- ADA ramp replacement project (3 phases)
- I-84 Arlington – Pendleton Sign Replacement
- I-84 Tower Road Interchange Bridge repairs
- I-84 Tower Road – Stanfield Paving
- I-84 Boardman – I-82 Paving
- I-84: Columbia River Hwy Culverts (2 phases)
- I-84: I-5 to Idaho State Line EV charging project
- HB 2017 US 730 (Irrigon) Ped Safety Project
- HB 2017 Heppner Road and Ped Safety Project

# Morrow County Projects

- Small City Allotment – Heppner
- HB 2017 Heppner (Gale Street)
- HB 2017 Irregon (US 730 Sidewalks)
- Interchange Area Mgmt Plan – Tower Road
- Transit
  - Heppner Boardman Connector
  - Boardman-Port of Morrow Circular
  - Note: These will connect with Kayak's regional network

# Planning

- Long Range Planning
- Transportation Growth Mgmt (DLCD / ODOT)
- Transportation System Plans
- Interchange Area Management Plans
- Development Review
- Local Land Use:
  - Conditional Use Permits
  - Comprehensive Plan Amendments
  - Goal Exceptions

# Transit Program

- Grants (Operational / Capital)
  - Technical guidance
  - Grant assistance
  - Compliance and administration
- Program coordination
- Technical Guidance for System Operators
  - State requirements
  - Federal requirements
- Advocacy

# STBG (Fund Exchange) HB2101

- Fund Exchange (entities > 5000 pop.)
  - \$35M dedicated (\$21M Counties/\$14M Cities)
  - Any trust fund eligible use allowed, no other restrictions.
  - No exchange required anymore
  - IGA no longer required (unless Fed \$'s are utilized)
  - Annual annual/distribution in Jan each calendar year
- Special City Allotment (cities <5000 pop.)
  - State funded
  - Application required
  - IGA required
  - Reimbursement with possible advance of 1/2



# Local Programs

- Federal Aid programs
- State Funded Local Program
- Connect Oregon
- Immediate Opportunity Fund
- Safe Routes to School
- Local Bridge
- Emergency Repair (Federal Aid Roads)
- Fund Exchange / Special City Allotment

# Technical Assistance

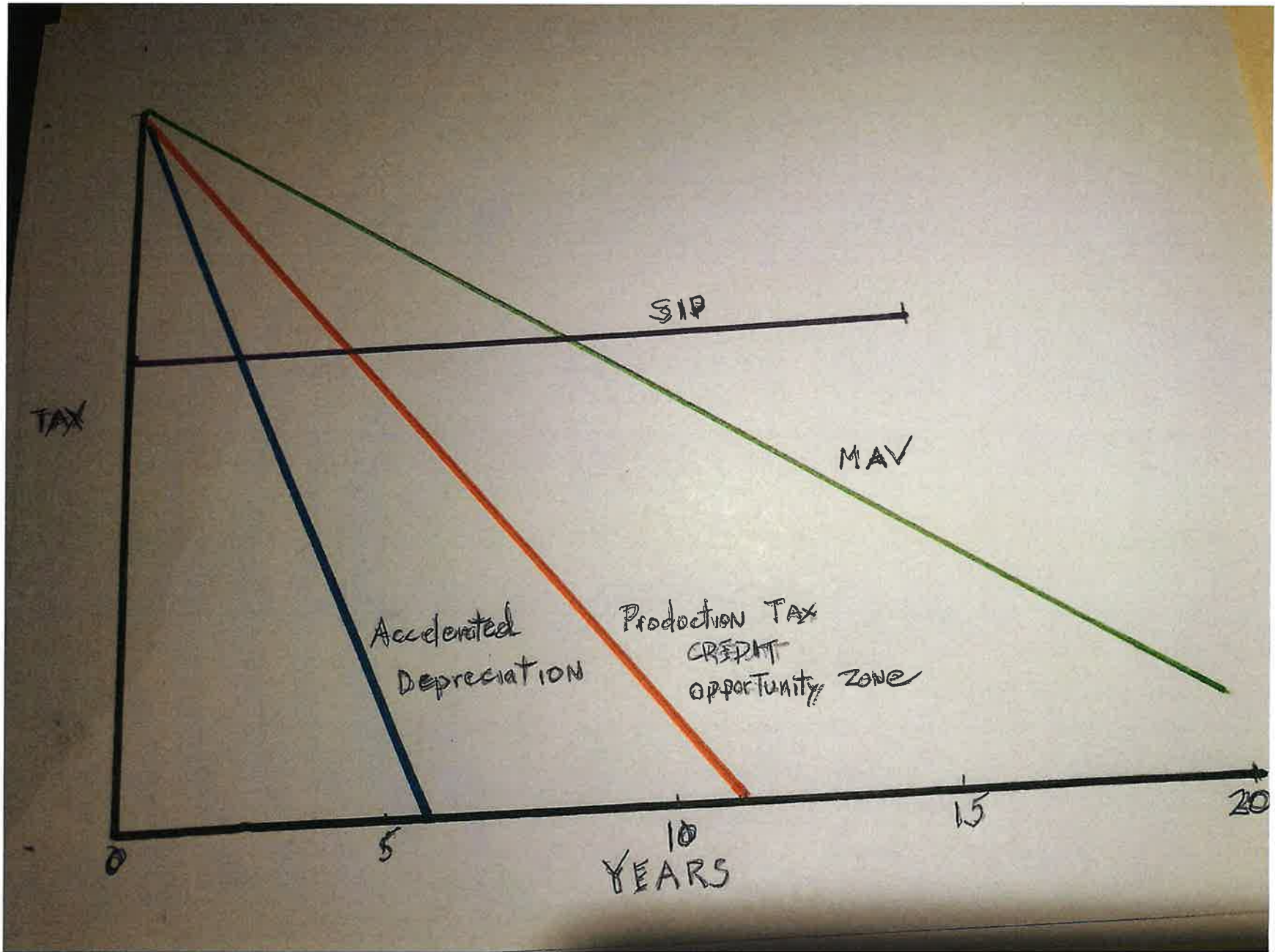
- T3 Center Circuit Riders
  - Engineering support
  - Transportation Safety
- Maintenance
  - District office
  - Section crews
- Technical
  - Tech Center
  - Local Agency Liaison

# Engagement Opportunities

- Oregon Transportation Commission
- Area Comm on Trans – Commissioner Wenholtz
- Modal Committee
- Plan Review/comments
- STIP engagement
- Locally – Region, Area, District, Section



Questions?



Caithness Shepherds Flat  
2012-2022

<u>Tax Year</u>	<u>Taxes W/O SIP Agrmt</u>	<u>Taxes w/ SIP Agrmt</u>	<u>Community Service Fee</u>	<u>Other Fees</u>	<u>CREA</u>	<u>Total Annual SIP</u>	<u>% of Orig. Tax</u>
2012	\$11,017,027.70	276,465.00	\$500,000.00	892,235.00	20,500.00	1,689,200.00	15.33%
2013	\$10,200,342.61	284,898.00	\$500,000.00	4,343,302.00	63,000.00	5,191,200.00	50.89%
2014	\$9,656,721.38	293,142.58	\$500,000.00	4,335,057.42	63,000.00	5,191,200.00	53.76%
2015	\$9,150,336.06	296,970.44	\$500,000.00	4,331,229.56	63,000.00	5,191,200.00	56.73%
2016	\$8,371,512.20	299,430.37	\$500,000.00	4,323,550.09	63,000.00	5,185,980.46	61.95%
2017	\$8,045,921.61	307,848.12	\$500,000.00	3,291,561.88	63,000.00	4,162,410.00	51.73%
2018	\$9,278,895.88	317,083.56	\$500,000.00	3,282,326.44	63,000.00	4,162,410.00	44.86%
2019	\$8,294,237.06	326,549.70	\$500,000.00	3,272,860.30	63,000.00	4,162,410.00	50.18%
2020	\$8,958,645.08	336,391.07	\$500,000.00	3,263,018.93	63,000.00	4,162,410.00	46.46%
2021	\$8,561,368.51	346,485.77	\$500,000.00	3,252,924.23	63,000.00	4,162,410.00	48.62%
2022	\$9,890,735.74	356,880.36	\$500,000.00	3,242,529.64	63,000.00	4,162,410.00	42.08%

**Oregon Strategic Investment Program (SIP) Projects based on 2023 Annual Employment and Payroll Reports\***

Business firm - Project name <small>In order of Assessment by the Oregon Business Development Commission, following county process</small>	County	2021-22 property taxes paid †	Green taxes saved on exempt property ‡	Special SIP fees paid in 2022 ‡	Net revenue foregone locally †	Year out of 15-year exemption period †	Total investment by end of 2020 † (\$_million)	Investment since 2020 (\$_million)	Newly created jobs †	Retained jobs †	Average wage/salary (all jobs) †	Average wages and benefits (all jobs) †	Estimated state personal income tax revenue ‡
Intel Corporation - SIP2008	Washington	\$2,324,000	\$87,230,000	\$40,108,000	\$25,944,000	12th	\$24,976	-	2,482	7,266	\$179,381	\$201,145	\$42,871,000
Georgia-Pacific Consumer Ops LLC - Wauna Paper Mill - #7	Clatsop	\$359,000	\$2,379,000	\$50,000	\$1,264,000	14th	\$322	\$49.9	53	0	\$84,732	\$97,928	\$257,000
Geniatech USA, Inc. - Hillsboro Fill Finish Facility	Washington	\$4,710,000	\$2,095,000	\$1,148,000	\$2,706,000	12th	\$793	\$44.1	494	0	\$137,443	\$171,155	\$4,636,000
EDP Renewables NA/Telocast, LLCs - Elkhorn Valley	Union	\$361,000	\$365,000	\$121,000	\$119,000	14th	\$225	\$3.2	10	0	\$63,124	\$97,881	\$46,000
Avangrid Renewables - Klondike Wind Power III	Sherman	\$979,000	\$3,042,000	\$3,141,000	\$563,000	4th	\$457	\$0.5	35	0	\$62,407	\$84,249	\$64,000
Portland General Electric Company - Buglow Canyon Windfarm	Sherman	\$510,000	\$8,897,000	\$6,308,000	\$1,629,000	14th	\$687	\$3.4	23	0	\$73,093	\$120,005	\$87,000
Invenex, LLC - Willow Creek Energy	Gilliam-Morrow	\$265,000	\$625,000	\$123,000	\$30,000	10th	\$130	\$1.3	4	0	\$77,077	\$85,462	\$17,000
Avangrid Renewables - Hay Canyon & Star Point Wind Farms	Sherman	\$564,000	\$1,656,000	\$1,140,000	\$108,000	13th	\$328	\$2.1	12	0	\$77,581	\$104,735	\$82,000
Avangrid Renewables - Pebble Spgs. & L. Jasper II A & B Wind	Gilliam	\$379,000	\$2,447,000	\$2,296,000	\$385,000	13th	\$325	\$1.8	14	0	\$85,440	\$118,746	\$89,000
Exelon Corporation - Echo Windfarms	Morrow-Umatilla	\$460,000	\$322,000	\$175,000	\$372,000	13th	\$108	-	6	0	\$76,923	\$101,175	\$36,000
Euna Energy America Corporation - Combite Hills II	Umatilla	\$377,000	\$376,000	\$167,000	\$168,000	12th	\$127	-	5	1	\$36,609	\$46,448	\$22,000
NEXTERA Energy Resources, LLC - Stateline 3 Wind	Umatilla	\$464,000	\$0	\$377,000	\$737,000	12th	\$188	-	2	0	\$188,877	\$167,093	\$22,000
Caithness Corporation - Shepherds Flats - Gilliam County	Gilliam	\$336,000	\$7,823,000	\$2,868,000	\$1,838,000	10th	\$568	\$399.2	36	0	\$87,895	\$89,055	\$129,000
Caithness Corporation - Shepherds Flats - Morrow County	Morrow	\$498,000	\$1,287,000	\$1,524,000	\$782,000	10th	\$283	\$115.2	9	0	\$87,856	\$89,933	\$44,000
Portland General Electric Company - Carry Generating Station	Morrow	\$346,000	\$5,702,000	\$2,170,000	\$1,242,000	9th	\$333	\$12.3	24	0	\$184,325	\$203,201	\$142,000
Portland General Electric Company - Fort Westward II	Columbia	\$345,000	\$1,480,000	\$1,211,000	\$644,000	7th	\$305	\$13.4	32	0	\$144,237	\$186,948	\$304,000
Intel Corporation - SIP2014-1	Washington	\$2,002,000	\$148,681,000	\$18,308,000	\$61,501,000	8th	\$12,817	\$13,725.8	6,175	6,382	\$179,291	\$201,145	\$75,351,000
Avangrid Renewables - Montague Wind Power Facility	Gilliam	\$292,000	\$2,648,000	\$1,216,000	\$698,000	2nd	\$266	\$0.1	4	0	\$63,624	\$129,092	\$24,000
NEXTERA Portland General - Wheelridge Wind & Solar Storage	Morrow	\$328,000	\$6,222,000	\$2,800,000	\$1,357,000	1st	\$632	\$5.8	7	0	\$89,823	\$104,388	\$34,000
Amazon Data Services - Vadala Umatilla	Umatilla	\$481,000	\$24,975,000	\$4,529,330	\$14,496,303	3rd	\$2,175	\$2,629.8	183	130	\$94,282	\$106,188	\$1,253,000
DESRH - Orchard Wind Farms	Morrow	\$311,000	\$206,000	\$186,000	\$72,000	1st	\$81	\$0.2	2	0	\$184,052	\$187,788	\$12,000
Coro Distributing LLC - Columbia Distribution Warehouse	Clackamas	\$489,000	\$323,000	\$151,000	\$122,000	2nd	\$55	\$2.8	27	303	\$53,058	\$65,926	\$424,000
<b>TOTAL AVG.</b>		<b>\$16,900,000</b>	<b>\$310,200,000</b>	<b>\$101,900,000</b>	<b>\$130,600,000</b>		<b>\$47,000</b>	<b>\$16,800</b>	<b>8,573</b>	<b>14,660</b>	<b>\$176,054</b>	<b>\$197,796</b>	<b>\$146,000,000</b>

\* For purposes of "gain share" distributions to local governments under 2007 Oregon state law, rather than verification of a statutory hiring requirement, of which there is none  
† For latest property tax year ending on prior June 30, taxes paid are on taxable portion, which begins at \$25, \$50 or \$100 million and rises 3% per year, and possibly other associated property. For local revenue, taxes saved are adjusted using average county factors for local levies, compression effects and early payment discounts, and then reduced by subtracting taxes paid (as likewise adjusted), statutory community service fees and locally negotiated payments.  
‡ Newly created and retained jobs (FTE-2,080 hours/year) for previous calendar year, excluding (indirect) jobs for construction, vendors, suppliers, other company operations, or on-site contractors other than a general project operator  
State revenues based on average wage and tax rate by income level, does not include other sources of public revenue or income taxes related to construction, indirect jobs or employee spending, and only 40% from retained jobs.  
Source: Business Oregon (Oregon Business Development Department), Salem, Oregon, using data reported by business firms and Tax Statistics of the Department of Revenue  
May 26, 2023

## Current SIP Agreements

### Willow Energy 15 Year, Ending 2023

Year	CSF Amount	School Grant Pmt (5years)	Additional Amt	Exempt Value	Exempt Tax	Taxable AV	Total Value	Tax amount
2009	\$280,829.53	\$40,000.00	\$0.00	\$79,747,600		\$10,252,400	\$90,000,000	\$162,615.37
2010	\$293,275.69	\$40,000.00	\$0.00	\$60,205,790		\$10,560,010	\$70,765,800	\$172,057.42
2011	\$204,507.55	\$40,000.00	\$0.00	\$52,097,860		\$10,876,840	\$62,974,700	\$170,785.98
2012	\$195,066.19	\$40,000.00	\$0.00	\$47,981,450	\$765,347.42	\$17,073,860	\$65,055,310	\$180,501.17
2013	\$175,241.68	\$40,000.00	\$0.00	\$44,583,950	\$687,105.56	\$17,073,860	\$61,657,810	\$174,397.29
2014	\$157,182.39	\$0.00	\$0.00	\$40,963,730	\$624,197.11	\$18,113,660	\$59,077,390	\$180,236.82
2015	\$145,580.57	\$0.00	\$0.00	\$38,024,740	\$570,500.39	\$18,657,070	\$56,681,810	\$193,532.75
2016	\$133,850.93	\$0.00	\$0.00	\$34,961,030	\$486,332.39	\$19,216,780	\$54,177,810	\$187,223.70
2017	\$120,325.01	\$0.00	\$0.00	\$32,144,530	\$471,306.32	\$19,793,280	\$51,937,810	\$205,789.45
2018	\$113,965.98	\$0.00	\$0.00	\$30,445,730	\$443,487.72	\$20,387,080	\$50,832,810	\$213,097.28
2019	\$88,780.76	\$0.00	\$3,206.68	\$24,069,120	\$347,639.94	\$20,998,690	\$45,067,810	\$220,130.14
2020	\$101,523.72	\$0.00	\$0.00	\$27,879,160	\$401,844.64	\$21,628,650	\$49,507,810	\$228,759.12
2021	\$102,850.51	\$0.00	\$0.00	\$25,790,320	\$403,383.82	\$22,277,490	\$48,067,810	\$258,382.67
2022	\$81,569.68	\$0.00	\$0.00	\$19,931,990	\$320,081.85	\$22,945,820	\$42,877,810	\$276,017.09
2023								



**Caithness Shepards Flat**

**15 Year, Ending 2026**

<b>Year</b>	<b>CSF Amount</b>	<b>CREA Payment</b>	<b>Additional Amt</b>	<b>Exempt Value</b>	<b>Exempt Tax</b>	<b>Taxable AV</b>	<b>Total Value</b>	<b>Tax amount</b>
2012	\$ 500,000.00	\$4,750.00	\$0.00	\$125,918,500	\$2,008,513.41	\$25,000,000	\$150,918,500	\$87,480.38
2013	\$ 500,000.00	\$21,500.00	\$1,316,171.28	\$250,987,500	\$3,868,093.89	\$25,750,000	\$276,737,500	\$94,464.81
2014	\$ 500,000.00	\$21,500.00	\$1,339,215.40	\$238,674,290	\$3,636,871.11	\$26,522,500	\$265,196,790	\$86,957.71
2015	\$ 500,000.00	\$21,500.00	\$1,213,473.94	\$224,805,470	\$3,372,846.39	\$27,318,170	\$252,123,640	\$88,197.94
2016	\$ 500,000.00	\$21,500.00	\$1,234,554.80	\$208,461,070	\$2,899,839.42	\$28,137,710	\$236,598,780	\$84,228.32
2017	\$ 500,000.00	\$21,500.00	\$1,204,247.28	\$199,252,370	\$2,921,458.16	\$28,981,840	\$228,234,210	\$91,442.08
2018	\$ 500,000.00	\$21,500.00	\$1,195,176.01	\$231,840,470	\$3,377,104.19	\$29,851,300	\$261,691,770	\$101,405.13
2019	\$ 500,000.00	\$21,500.00	\$1,099,916.08	\$203,878,930	\$2,944,704.93	\$30,746,840	\$234,625,770	\$113,482.81
2020	\$ 500,000.00	\$21,500.00	\$1,087,530.88	\$221,059,530	\$3,186,307.86	\$31,669,240	\$252,728,770	\$126,545.51
2021	\$ 500,000.00	\$21,500.00	\$1,033,809.46	\$208,891,450	\$3,267,250.30	\$32,619,320	\$241,510,770	\$152,178.90
2022	\$ 500,000.00	\$21,500.00	\$1,004,466.56	\$239,409,880	\$3,844,611.44	\$10,708,120	\$250,118,000	\$171,958.48
2023	\$ 500,000.00							
2024	\$ 500,000.00							
2025	\$ 500,000.00							
2026	\$ 500,000.00							

**Echo Winds****15 Year, Ending 2023**

<b>Year</b>	<b>CSF Amount</b>	<b>Local Imp Pmt (5 years)</b>	<b>Additional Amt</b>	<b>Exempt Value</b>	<b>Exempt Tax</b>	<b>Taxable AV</b>	<b>Total Value</b>	<b>Tax amount</b>
2009	\$153,264.03	\$80,000.00		\$45,989,500		\$8,309,980	\$54,299,480	\$111,360.28
2010	\$179,418.45	\$80,000.00		\$48,256,060		\$8,406,250	\$56,662,310	\$116,613.18
2011	\$136,413.51	\$80,000.00		\$38,733,480		\$8,662,520	\$47,396,000	\$122,032.37
2012	\$95,132.85	\$80,000.00	\$18,872.27	\$24,969,415	\$347,798.98	\$13,659,085	\$38,628,500	\$125,578.07
2013	\$93,838.72	\$80,000.00	\$22,330.88	\$24,868,645	\$342,754.58	\$14,068,855	\$38,937,500	\$129,905.89
2014	\$72,579.59	\$0.00	\$43,016.46	\$19,705,580	\$264,486.33	\$14,490,920	\$34,196,500	\$132,171.07
2015	\$56,913.28	\$0.00	\$50,368.31	\$15,692,860	\$207,081.42	\$14,925,645	\$30,618,505	\$135,682.08
2016	\$58,437.33	\$0.00	\$56,056.75	\$16,113,090	\$198,874.21	\$15,373,415	\$31,486,505	\$132,432.83
2017	\$55,838.12	\$0.00	\$41,048.05	\$16,660,885	\$218,172.63	\$15,834,615	\$32,495,500	\$146,546.51
2018	\$66,736.92	\$0.00	\$24,747.43	\$19,912,850	\$259,757.14	\$16,309,650	\$36,222,500	\$147,615.98
2019	\$57,549.57	\$0.00	\$30,436.53	\$17,460,560	\$224,769.80	\$16,798,940	\$34,259,500	\$156,476.97
2020	\$33,198.26	\$0.00	\$45,647.69	\$9,956,590	\$129,697.53	\$17,302,910	\$27,259,500	\$164,905.26
2021	\$30,949.63	\$0.00	\$53,314.11	\$9,783,505	\$120,756.83	\$17,821,995	\$27,605,500	\$162,660.83
2022	\$19,985.84	\$0.00	\$60,043.48	\$6,331,845	\$77,974.77	\$13,563,155	\$19,895,000	\$167,026.19
2023								

**PGE Carty Project**

**15 Year, Ending 2032**

<b>Year</b>	<b>CSF Amount</b>	<b>CREA Pmt, \$100/MW/Year</b>	<b>Additional Amt</b>	<b>Exempt Value</b>	<b>Exempt Tax</b>	<b>Taxable AV</b>	<b>Total Value</b>	<b>Tax amount</b>
2017	\$ 500,000.00	\$50,000.00	\$ 1,575,211.00	\$574,155,000		\$25,000,000	\$599,155,000	\$331,427.50
2018	\$ 500,000.00	\$50,000.00	\$ 1,647,194.00	\$546,356,000		\$25,750,000	\$572,106,000	\$350,874.68
2019	\$ 500,000.00	pmt suspended	\$ 1,724,294.00	\$595,892,500	\$7,767,577.93	\$26,522,500	\$622,415,000	\$345,726.09
2020	\$ 500,000.00	pmt suspended	\$ 1,806,877.00	\$505,836,820	\$6,671,228.91	\$27,318,180	\$533,155,000	\$360,285.82
2021	\$ 500,000.00	pmt suspended	\$ 1,895,330.00	\$470,077,270	\$5,878,363.28	\$28,137,730	\$498,215,000	\$351,865.10
2022	\$ 500,000.00	pmt suspended	\$ 1,670,073.00	\$409,283,140	\$5,106,584.80	\$28,981,860	\$438,265,000	\$361,603.79
2023	\$ 500,000.00	pmt suspended	\$ 1,771,553.00				\$0	
2024	\$ 500,000.00	pmt suspended	\$ 1,880,247.00				\$0	
2025	\$ 500,000.00	pmt suspended	\$ 1,996,669.00				\$0	
2026	\$ 500,000.00	pmt suspended	\$ 1,921,369.00				\$0	
2027	\$ 500,000.00	pmt suspended	\$ 2,054,936.00				\$0	
2028	\$ 500,000.00	pmt suspended	\$ 2,197,999.00				\$0	
2029	\$ 500,000.00	pmt suspended	\$ 2,351,233.00				\$0	
2030	\$ 500,000.00	pmt suspended	\$ 2,515,363.00				\$0	
2031	\$ 500,000.00	pmt suspended	\$ 2,691,162.00				\$0	

**Wheatridge Wind I (PGE Portion)****15 Year, Ending 2035**

<b>Year</b>	<b>CSF Amount</b>	<b>Additional Amt</b>	<b>Exempt Value</b>	<b>Exempt Tax</b>	<b>Taxable AV</b>	<b>Total Value</b>	<b>Tax amount</b>
2021	\$165,000	\$529,721.31	\$142,647,820	\$1,726,971.75	\$8,250,000	\$150,897,820	\$105,278.69
2022	\$165,000	\$529,728.25	\$140,795,250	\$1,744,213.79	\$8,497,500	\$149,292,750	\$136,458.82
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							

**Wheatridge Wind II (NextEra Portion)****15 Year, Ending 2035**

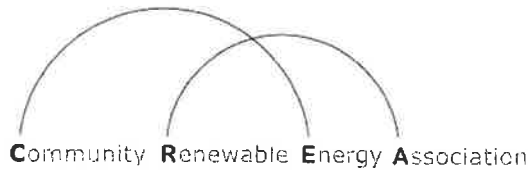
<b>Year</b>	<b>CSF Amount</b>	<b>Additional Amt</b>	<b>Exempt Value</b>	<b>Exempt Tax</b>	<b>Taxable AV</b>	<b>Total Value</b>	<b>Tax amount</b>
2021	\$335,000	\$1,043,998.68	\$331,846,830	\$4,173,024.06	\$16,750,000	\$348,596,830	\$221,001.32
2022	\$335,000	\$1,470,496.37	\$413,867,520	\$5,116,394.57	\$17,252,500	\$431,120,020	\$227,003.63
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2035							

**Orchard Wind Project****15 Year, Ending 2035**

<b>Year</b>	<b>CSF Amount</b>	<b>Additional Amt</b>	<b>Exempt Value</b>	<b>Exempt Tax</b>	<b>Taxable AV</b>	<b>Total Value</b>	<b>Tax amount</b>
2021	\$139,019.11	\$2,600.00	\$41,454,800	\$342,820.58	\$25,000,000	\$66,454,800	\$225,409.25
2022	\$125,037.48	\$4,850.00	\$39,487,130	\$491,075.78	\$25,750,000	\$65,237,130	\$278,822.33
2023		\$7,100.00					
2024		\$9,350.00					
2025		\$11,600.00					
2026		\$13,850.00					
2027		\$16,100.00					
2028		\$18,350.00					
2029		\$20,600.00					
2030		\$22,850.00					
2031		\$25,100.00					
2032		\$27,350.00					
2033		\$29,600.00					
2034		\$31,850.00					
2035		\$159,100.00					
		<b>\$400,250.00</b>					

**SIP Totals**

<b>Year</b>	<b>Total Exempt Value</b>	<b>Total Exempt Tax Amount</b>	<b>Total CSF</b>	<b>Total Additional Pmt</b>
2009	\$125,737,100	\$0	\$ 434,093.56	\$120,000.00
2010	\$108,461,850	\$0	\$ 472,694.14	\$120,000.00
2011	\$90,831,340	\$0	\$ 340,921.06	\$120,000.00
2012	\$198,869,365	\$3,121,659.81	\$ 790,199.04	\$138,872.27
2013	\$320,440,095	\$4,897,954.03	\$ 769,080.40	\$1,458,502.16
2014	\$299,343,600	\$4,525,554.55	\$ 729,761.98	\$1,382,231.86
2015	\$278,523,070	\$4,150,428.20	\$ 702,493.85	\$1,263,842.25
2016	\$259,535,190	\$3,585,046.02	\$ 692,288.26	\$1,290,611.55
2017	\$822,212,785	\$3,610,937.11	\$ 1,176,163.13	\$2,820,506.33
2018	\$828,555,050	\$4,080,349.05	\$ 1,180,702.90	\$2,867,117.44
2019	\$841,301,110	\$11,284,692.60	\$ 1,146,330.33	\$2,780,753.29
2020	\$764,732,100	\$10,389,078.94	\$ 1,134,721.98	\$2,940,055.57
2021	\$1,230,491,995	\$15,912,570.62	\$ 1,772,819.25	\$4,558,773.56
2022	\$1,269,106,755	\$16,700,937.00	\$ 1,726,593.00	\$4,739,657.66
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2035				



[www.community-renewables.org](http://www.community-renewables.org)

## Oregon Strategic Investment Program

Morrow County Commission

October 18, 2023

Mike McArthur, Executive Director

The Strategic Investment Program (SIP) was adopted by the Oregon Legislature in 1993. It allows businesses and local governments to negotiate alternative property taxing agreements if these businesses are willing to invest at least \$150 million at an urban site or at least \$40 million at a rural location\* in Oregon. The purpose of this program is to attract and keep companies that provide good jobs in Oregon, particularly capital-intensive, high-technology employers.

The SIP program is available for projects developed by "traded sector" businesses ( as defined in ORS 285A.010 ), which are, "industries in which member firms sell their goods or services into markets for which national or international competition exists. "

Pre 9/24/23:

<b>Total Investment Costs Amount</b>	<b>Initial Taxable Portion</b>
Not more than \$500 million	\$25,000,000
Between \$0.5 and \$1.0 billion	\$50,000,000
Greater than \$1.0 billion	\$100,000,000

\* "rural area" is an area located entirely outside the Urban Growth Boundary of a city with a population of 40,000 or more at the time of the

SIP application, or in a Rural Strategic Investment Zone (SIZ) designated before October 5, 2015. The taxable portion is based on the property's real market value and grows three percent per year.

As of September 24, 2023

**STRATEGIC INVESTMENTS**

**SECTION 36. ORS 285C.606 is amended to read:**

**285C.606. (1) The State of Oregon, acting through the Oregon Business Development Commis-**

**sion, may determine that real and personal property constituting a project shall receive the tax**

**exemption provided in ORS 307.123 if:**

**(a) The project is an eligible project;**

**(b) The project directly benefits a traded sector industry, as defined in ORS 285B.280; and**

**(c) The total cost of the project equals or exceeds:**

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**(2) The minimum total costs required under subsection (1)(c) of this section shall be adjusted each year for the property tax year beginning on July 1 by multiplying \$150 million and \$40 million, respectively, by the ratio of the increase, if any, in the monthly averaged Consumer Price Index for All Urban Consumers, West Region, for the 12 consecutive months**

**ending December 31 of the prior calendar year over the monthly averaged index for the 12**

**consecutive months ending December 31, 2023. The amount of any increase determined under**

**this subsection shall be rounded to the nearest multiple of \$100,000.**

It appears that an issue with SIP for some jurisdictions is the provision for Community Service Fees:

*(A) The county and the city, if any, in which the eligible project is located have entered into the agreement; and*

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*(b) If an effective agreement is not entered into under paragraph (a) of this subsection within three months after the date of the determination by the commission under ORS 285C.606 (1), the commission shall, by official action, establish a formula for distributing the fee collected under subsection (4)(b) of this section. [Formerly 285B.386; 2017 c.490 §3]*

The "Local Taxing Districts" listed in ORS 198.010-180 that "constitute at least 75%" of all the "Special Districts" listed under ORS 198.010 do not include the county. So in order to get to the 75% for a Community Service Fee agreement the county might need to negotiate in such a way



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- Project must either receive local approval through a custom agreement with county/ city or tribal government or be located in a pre-established 'Strategic Investment Zone ' (SIZ)
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### Benefits Both Community and Company

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- Characteristics of typical SIP projects are as follows:
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**“The Oregon Department of Revenue appraises utility facilities centrally and provides those values to the county for tax purposes (unless there is a property tax abatement program in place). The DOR method to evaluate wind farms looks not only at capital costs but adds to assessment the value of production tax credits, value of power sales, value of accelerated depreciation and other financial advantages available to the wind farms like the Opportunity Zone designation for Sherman County.**

**The early years of a renewable project are the most fragile for developers dealing with high start up costs. The DOR tax evaluation method doubled the tax burden on projects in the those years. Due to accelerated depreciation the assessment goes from the highest taxes to a reduction of 75% over their value in the first 6 years of life and counted quick depreciation continuing through year 10 as tax credits and opportunity zone benefits expire.**

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**The Strategic Investment Program solves many of the problems tax methods create. Using the SIP program Sherman County (Klondike III) the county and PPM negotiated to lower the early years and shift the revenue stream to later years. Calculations were made to take account net present value.**

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**Gainshare:**

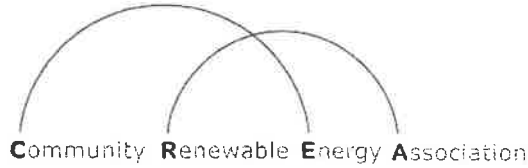
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**Gilliam County:**

DATE	AMOUNT
9/9/2013	122,085.29
9/2/2014	73,954.01
8/26/2015	80,286.40
7/13/2016	81,419.18
7/14/2017	93,808.78
8/2/2018	123,411.54
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## SOUTH MORROW COUNTY SENIORS MATTER

Quarterly Report: July-September 2023

October 18, 2023

### CONTACT INFORMATION

South Morrow County Seniors Matter

PO Box 241

Heppner, OR 97836

Chairman: Jerry Conklin ( [REDACTED] )

Meeting Location: St. Patrick's Senior Apartments Meeting Room; 190 N Main St., Heppner, OR

### INTRODUCTION

The vision of South Morrow County Seniors Matters is to enhance the physical and emotional well-being of older adults in our community. Our purpose is threefold:

1. Connect seniors to each other by providing a weekly, on-site, nutritious meal.
2. Connect seniors to community partners by inviting guest speakers who have something of interest or relevance to share with them.
3. Connect seniors to needed resources by making them aware of various programs through which they can receive assistance.

### BOARD MEMBERS

Jerry Conklin (Chairman); Molly Rhea (Vice-Chairman); Sheryll Bates (Secretary); Linda Kenny (Treasurer); Jackie Alleman (Member); Dennis Wisser (Member)

### PARTICIPATION

SMCSM hosted its first weekly meal on July 11<sup>th</sup>. Since then, meals have been provided every week on Tuesdays from 11:30-12:30. Meals are at no cost for seniors over 60 and \$5 for those under 60.

Donations are accepted.

1. Average weekly attendance = 55
2. Total number of individuals served at least once = 125
3. SMCSM is assisted by over 30 volunteers, provided by eight Heppner churches, who serve on a rotating basis. Heppner High School sends a group of students once a month to help serve.
4. SMCSM employs a part-time cook (10 hours per week) and an assistant cook (5 hours per week).

### SPEAKERS (July-September)

July 11: SMCSM Board Members

August 1: Susan Gibbs (Morrow County Fair Administrator)

August 8: Madison Rosenbalm (Heppner Chamber of Commerce)

August 15: John Murray (Murray's Pharmacy)

August 22: Steve Rhea (Heppner Fire Department Chief)  
August 29: Danielle Gray/Paige Wayton (Community Counseling Solutions)  
September 5: David Sykes (Morrow County Commissioner)  
September 12: John Bowles (Morrow County Sheriff)  
September 19: Stephanie Case (Morrow County Veterans Service Officer)  
September 26: Molly Rhea and Sarah Rea (Morrow County Public Health)

SMCSM partnered with AGE+, Morrow County Public Health, and Murray's Pharmacy to host a Flu Vaccination Clinic on October 3<sup>rd</sup>. Over 90 were fed and 64 flu vaccinations were given. AGE+ grant funded SMCSM \$3620 for hosting the event.

## **FINANCES**

Food = \$3736.64  
Wages = \$5324.91  
Rent = \$1258.01  
Insurance = \$1736.00  
Miscellaneous = \$1023.63 (Includes all the one-time fees for filing for non-profit corporation)  
**Total Expenditures = \$13079.19**

## **GRANTS**

1. Morrow County COVID Relief = \$33,984.00 per year for two years
2. Willow Creek Valley Economic Development Group = \$15,000.00 per year for two years
3. Amazon ChangeX grant to improve A/V Equipment = \$3000
4. AGE+ Flu Vaccination Event Grant = \$3620

## **NEEDS**

1. The St. Patrick's Apartment building has no internet access available for residents.
2. There is a need to better facilitate transportation for those needing a ride to the weekly meal.
3. We are working to secure funding to employ a part time Senior Resource Navigator whose job would be to help connect seniors to agencies/programs through which they can get assistance.
4. I (Jerry Conklin) recently attended a conference having to do with building an "Age-Friendly" Community. The accompanying document speaks of the "8 Domains of Livability" that impact the well-being of older adults.

## **SUMMARY**

SMCSM has worked to reestablish a weekly senior meal for South Morrow County seniors. The community response has exceeded expectations both in the level of participation and in the encouragement and assistance provided. Each week's speaker has worked to present pertinent and helpful information. A large crew of volunteers have eagerly engaged themselves in assisting. The weekly meal setting has contributed to the well-being of seniors in a variety of ways.



# BOARDMAN FIRE RESCUE DISTRICT

FIRE CHIEF MIKE HUGHES

911 TATONE STREET, BOARDMAN, OR 97818 541.481.3473 WWW.BOARDMANFD.COM

10/3/2023

Board of Commissioners  
Morrow County  
110 N. Court Street  
Room 201  
Heppner, OR 97836

Morrow County Commissioners,

Recently Morrow County acquired land with the assistances of the Columbia Development Authority (CDA) from the Army Depot. This property lies within Boardman Fire Rescue District's fire protection area. We have a fully executed MOU, attached, with the CDA to provide service to this area.

BFRD is requesting Morrow County Commissioners authorize the area, as described in the attached deed, to be annexed into Boardman Fire Rescue District's area of responsibility.

Thank you in advance for your time and consideration.

Mike Hughes  
Fire Chief  
Boardman Fire Rescue District

**Boardman Fire Rescue District  
Fire Protection Services  
Memorandum of Understanding**

This Fire Protection Services Memorandum of Understanding (this "Agreement") is entered into as of the 31 day of August, 2023 (the "Effective Date"), by and between Boardman Fire Rescue District ("BRFD") and the Columbia Development Authority, an Oregon intergovernmental entity, organized and existing as provided by the terms and provisions of an intergovernmental agreement entered into pursuant to the provisions of ORS 190.003 to ORS 190.085 and ORS 190.110 dated May 15, 1995, as amended and restated, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe ("CDA").

**RECITALS**

- A. WHEREAS CDA requires temporary fire protection services for its lands and improvements thereon from the Effective Date until such time as its lands are annexed into the BRFD fire protection area in order to maintain CDA's property fire insurance coverage;
- B. WHEREAS the CDA Board of Directors approved at its Board meeting in April 25, 2023 to request annexation of CDA's property located in Morrow County into the BRFD fire protection area and has sent correspondence to BRFD's requesting such fire protection and emergency services until annexation;
- C. WHEREAS BRFD intends to annex CDA into its service district boundaries;
- D. WHEREAS ORS 190.010 and ORS 190.030 authorize the parties to enter into such an agreement for cooperative performance of any function or activity that a party has the authority to perform; and
- E. WHEREAS BRFD is willing to provide fire protection services from the Effective Date of this Agreement until annexation is complete, at no cost to CDA.

Subject to the terms and conditions of this Agreement, and in consideration of mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, BRFD and CDA hereby agree as follows:

**AGREEMENT**

**1. BRFD Duties and Parameters.**

- 1.1 BRFD will provide all fire protection and rescue services to all real property owned by CDA in Morrow County (the "CDA Property"), and improvements thereupon, beginning on the Effective Date and while annexation of the CDA Property is being

completed, recorded and comes into full force (the "Fire Protection Period"). During the Fire Protection Period, BRFD will respond to all fires, rescues, and hazardous material incidents and provide fire prevention services and paramedic ambulance services on and to the CDA Property at no cost to CDA.

1.2 BRFD will further provide fire marshal duties during the Fire Protection Period, which duties will include fire cause determination, recommendations, code review and enforcement, public education and consultation on CDA's needs for fire protection at no cost to CDA.

1.3 Upon the conclusion of the Fire Protection Period and after annexation comes into full force, CDA will be taxed on the assessed value of taxable property located within the BRFD. Further, should there come to be taxable property within the CDA Property and the BRFD boundary, no assessment fees will be due from CDA until the 2024 assessment year.

**2. Term and Modification.** The term of this Agreement will commence upon the Effective Date. Either party may request an evaluation of or changes to this Agreement at any time by giving the other party 30 days' written notice, whereupon the parties will promptly set a meeting to resolve any issues and, if necessary, enter an amendment to this Agreement. No amendment, change or modification of this Agreement will be valid unless in writing and signed by the parties hereto.

**3. Notices.** All notices and demands that either party serves upon the other party pursuant to this Agreement will be in writing and delivered by personal service, by email followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested and addressed as follows:

Columbia Development Authority  
Attn: Gregory Smith  
P.O. Box 200  
Boardman, OR 97818  
columbiadirector@gmail.com

BRFD  
Chief Michael Hughes  
300 Wilson Lane  
Boardman, OR 97818  
mhughes@boardmanfd.com

Service by mail will be deemed complete on the date of actual delivery or 3 business days after being sent by certified mail. Service by email will be deemed served upon confirmation of receipt of the email, followed by mail delivery.

**4. Choice of Law.** The laws of the state of Oregon will govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**5. Arbitration.** Any disputes related to this agreement may, if the parties agree, be submitted to the award of an Arbitrator of the American Arbitration Association pursuant to the provisions of ORS 190.710 to ORS 190.800.


IN WITNESS WHEREOF the undersigned have executed this Agreement as of the Effective Date. The parties hereto agree that facsimile and electronic signatures shall be as effective as originals.

**Boardman Fire Rescue District**

By:   
Lisa Pratt, Board Chair  
Boardman Fire Rescue District

Date: 9-14-23

**Columbia Development Authority**

By:   
Greg Smith, Executive Director  
Columbia Development Authority

Date: 8-31-2023

**DEED WITHOUT WARRANTY  
UMATILLA CHEMICAL DEPOT  
MORROW AND UMATILLA COUNTIES  
STATE OF OREGON**

THIS DEED is made and entered into this 3rd day of March, 2023, by and between the UNITED STATES OF AMERICA (hereinafter the "GRANTOR" or "United States"), acting by and through the Interim Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships), under the authority contained in section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (part A of title xxix of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, and the COLUMBIA DEVELOPMENT AUTHORITY, organized and existing as provided by the terms and provisions of an intergovernmental agreement entered into pursuant to ORS Chapter 190, dated May 15, 1995, as amended, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a Federally recognized Indian Tribe, (hereinafter the "GRANTEE").

WITNESSETH THAT:

For \$1,000,000 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations set forth below, the GRANTOR does hereby BARGAIN, SELL, GRANT AND CONVEY WITHOUT WARRANTY, EXPRESS OR IMPLIED, unto the GRANTEE, its successors and assigns, all right, title, and interest of the GRANTOR in a parcel of land situate, lying and being in the Counties of Morrow and Umatilla, in the State of Oregon, containing approximately 9,511.37 acres in fee, more particularly described in Exhibit A-1 and shown as "CDA Parcel 1" on Exhibit A-2, attached hereto and made a part hereof, together with all right, title, and interest of the GRANTOR to the use of the waters of Well Nos. 4 and 5 under State of Oregon Certificates of Water Rights 33765 and 33988 (attached hereto as Exhibits A-3 and A-4, respectively) and all right, title, and interest of the GRANTOR to use the waters of Well Nos. 6 and 7, but not the lands to which they are appurtenant, under State of Oregon Certificates of Water Rights 91002

*Only printed page 1 of 198  
for the packet. - R.L.)*



# Irrigon Stokes Landing Senior Center

Senior Nutrition and Social Program

Board of Commissioners  
Morrow County  
P.O. Box 788  
Heppner, OR 9783

Dear Commissioners,

Communities near Irrigon have senior meal programs whereby meals are provided weekly to seniors. These senior meal gatherings are about more than providing food, as they also facilitate an opportunity for individuals to socialize with one another. In addition, the gathering of seniors provides an opportunity for community partners to speak to seniors about pertinent matters.

Stokes Landing Senior Center has not been providing senior meals since March 2023, this being that our personnel were all volunteers and an age factor entered in for the need to retire. We have advertised for the last few months looking for volunteers to fill the head cook and assistant cook positions, with no results. We now see the need to have monetary positions for the center. Seniors in the Irrigon area have missed the weekly meal program and have questioned, when the meal program will resume.

Meals have been served since 1989 on a volunteer basis. We've contacted other meal sites and have garnered from them much help in preparing to relaunch the program, with paid personnel.

We ask that the Commissioners use county funds to help restart this important community resource. A proposed budget is attached to this cover letter. The budget would require a grant of \$37,454.00 per year for the next two years, (\$74,908.00) to gain back an establish the program.

Sharon Timms, Board President  
150 Columbia River Road / P.O. 614  
Irrigon, Oregon 97844



# Benefits to the Community

Providing senior meals is important for several reasons:

- \_\_1. Provide a well-rounded nutritious meal once a week.
2. Provide for a welcoming atmosphere where seniors can socialize with other seniors.
3. Provide a venue where community partners can speak to seniors about senior-pertinent matters. {blood pressure and records of health shots}
4. Work to elevate the importance of valuing/caring for seniors in our community.

## Stokes Landing Board Members

1. Sharon Timms (President)
2. Pat McNamee ( Secretary)
3. Karen Cooley (Treasurer)
4. Don Eppenbach
5. Jyl Hobbs
6. Lenn Geer
7. Wayne Huwe

## Interactions

We have contacted several groups/organizations to discuss the possibility of restarting the senior meals including the following.

1. Boardman senior center
2. Hermiston senior center
3. Community Women Club
4. number of past meal eaters

## Location

Resume our daily program at Stokes Landing Senior Center on a weekly basis with a certified commercial kitchen and staff.

## Funding

We have \$5000.00 in our meal program fund already committed by various people. We have had our 501c3 since 2011. We lost some of our meal patrons because of COVID, but we hope to gain our population back.

## Stokes Landing Senior Center Estimated Budget

Cook.	416 hours @ \$25.00/hour.	\$10400.00
Assistant cook.	208 hours @ \$23.00/hour.	\$4784.00
Building Rent.	City.mo \$32.00.	\$384.00
	Gas.mo\$15.25.	\$183.00
	Electric.mo \$21.00.	\$252.00
	Total Rent for one year.	\$819.00
Admin/insurance/Misc.	Cleaning/sanitize.	\$540.00
	State Farm Ins	\$1,163.00
	Equip.Mat.	\$385.00
	Fire Ins.	\$240.00
	Certification.	\$150.00
	Total for one year.	\$2,451.00
Food.	\$2000.00 a mo.	\$24000.00
Estimated Total Cost Per Annum.		\$42,454.00
Funds Already Committed.		-\$5000.00
Total Amount Needed(per year).		\$37,454.00
Total Morrow County Grant Requested. (\$37,454.00 per annum for 2 years).		\$74,908.00



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

(For BOC Use)
Item #
5F

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: 10/13/2023
Requested Agenda Date: 10/18/2023

(No acronyms please)

Policy Update: Classification/Reclassification Process

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Department Director Required for all BOC meetings
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 10/13/2023 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)**

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

The purpose of the Classification Policy is to accurately define and categorize County positions. It establishes qualifications, compensation, responsibility, standards, etc for each title. The "purpose" portion of the proposed policy remains virtually the same. However, the process in which positions requested or analyzed has been found to be inefficient.

Currently there are long review times, large amounts of paperwork, little to no oversight by the Administrator, and no exception to the timeline. This has proven to cause some challenges. For example, special circumstances or a situation change can occur where the County may need to create a new position sooner rather than later. Currently, the new position must be requested before Nov 1 with an effective date of the following July. Thus, if a County official would like to request a new position in January, the request, if approved, would have an effective date of 18 months following. This policy would allow for a possible exception to be made by the Administrator to submit a request and go through the process, outside of the normal timeline.

In addition, the changes proposed in this policy would allow for each request to first be vetted by a Personnel Review Committee (County Administrator, Finance Director, Human Resource Director), which would then forward their recommendation to the Board of Commissioners for final decision. This approach makes sure that the request is well vetted and operationally feasible, in advance to bringing it before the Commission.

Please see attached red-line policy for the proposed changes to the Classification policy.

**2. FISCAL IMPACT:**

NA

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

Suggested motion to approve the proposed changes to the Classification Policy with an effective date of October 18, 2023.

Attach additional background documentation as needed.

## U. Job Classification

The purposes of a classification plan are:

- To provide the fundamental basis of the compensation program and other aspects of the personnel program.
- To provide like pay for like work.
- To establish Qualification standards for each class and a basis for recruiting, testing and other selection purposes.
- To provide managers with a means of analyzing work distribution, areas of responsibility, lines of authority, and other relevant relationships between individuals and groups of positions.
- To assist managers in determining personnel service costs and projections for annual budget requirements.
- To provide a basis for developing standards of work performance.
- To establish lines of promotional opportunity.
- To indicate employee training needs and development potential.
- To provide uniform and meaningful titles for all positions.
- To develop written descriptions, including performance criteria, for all classes.
- To standardize class titles such that each indicates a definite range of duties and responsibilities and has the same meaning throughout County employment.

*Titles and Job Descriptions* - Each position shall have a job description that includes a concise description of the duties and responsibilities of the position. Position descriptions take into consideration the requirements of the job and are merely descriptive and explanatory of the work to be performed. They may not include all of the duties and are not intended to replace detailed work assignments.

*Maintenance of Job Descriptions* - Department Heads are responsible for notifying the HR Director of any material changes in positions. The HR Director will review the Job Description and the placement of the position on the pay scale according to the CLASSIFICATION PROCESS below.

*New Positions* - Only the BOC may authorize the addition of any new ~~positions and allocate positions to an appropriate pay scale, based~~ positions based on the recommendation of the Personnel Review Committee (Administrator, Finance Director, HR Director).

Classification occurs when ~~it~~ a request will affect the existing budgeted FTE count. Some asks may include a position that has previously been classified, and other asks may be for positions that have not yet been classified or established with Morrow County.

~~Appeals regarding the assigned pay scale may be submitted by the Department Head and shall be submitted within 30 days of written notification of the approval of the new position and the pay scale. Appeals shall be handled according to CLASSIFICATION PROCESS below.~~

~~Justifications of the need for the position including a description of the duties and responsibilities that are anticipated to be assigned to the proposed position are expected to accompany any request for a new position.~~

## ~~X.V.~~ **Reclassification**

~~Positions may be reclassified whenever the duties of the position change significantly. See Classification Process for the procedures to reclassify.~~

~~Reclassification is a change in grade of an existing or previously classified position. When there has been substantive, measurable change in job content and degree of responsibility or a restructuring of roles within a department, positions should be reviewed to ensure they reflect the appropriate grade. It is natural that over time staff members will have increased knowledge and skills, take on more responsibility and be able to work more independently. Such growth within a position may or may not warrant a reclassification. As a general rule of thumb, an increased work load does not justify a change in classification if the level of work is the same. A change in classification is based on a substantive change in level of accountability and responsibility~~

Reclassification of a position shall not be used as a substitute for disciplinary action or to avoid restrictions concerning compensation.

Reclassification of a position shall also not be used as a reward for exceptional performance. Submitters must be mindful of reclassifying the position instead of the employee.

Reclassification will have the following effect on employee status:

To a Higher Salary Range - When a position is reclassified to a class that carries a higher salary range and the incumbent meets the qualifications established for the class, the employee will serve the appropriate probationary period in the new class. If the incumbent does not meet the necessary qualifications, the rules governing transfer, demotion or layoff will apply.

To the Same Salary Range - When a position is reclassified within the same salary range, or there is a change in title or description that does not constitute an upgrading or down grading of the class, the incumbent will retain the same probationary or regular status in the new class. Any exception to this rule must be based on a finding that the new class requires knowledge, skills or abilities which the incumbent does not possess.

To a Lower Salary Range - When a position is reclassified due to an employee request that some responsibilities be transferred to other positions, it will be considered a voluntary reduction in duties and will result in a corresponding reduction in pay. When a position has been reclassified as a result of a reduction in duties and responsibilities for operational considerations, it will be considered an "involuntary" reduction in duties and will result in a wage freeze.

## ~~Y.W.~~ **Classification Process**

Initial Classification/Reclassification Process

### **Initial Classification**

~~New positions will be vetted in conjunction with the budget process. In order to begin the process for a new position, the department head must deliver submit a completed FTE Ask application and job description to the Human Resource Director before November 1 for consideration for the next fiscal year starting July 1. A request outside of the normal budget process, must receive approval for an exception to be considered by the County Administrator, before submitting an FTE request to Human Resources. To begin the process for a new position, the position will be thoroughly defined through the completion of a job description. Attached to the job description shall be the FTE Ask Executive Summary Application document from the Department Head (Submitter) stating the specific skills and duties of the position. Th Specifically focus on the following five (5) factors: Mental, Physical, Social, Work Environment, and Accountability.~~

- ~~1. In order to establish an appropriate pay range, the Human Resource Director will evaluate the application and job description for placement on the pay range scale based on the JOBMEAST™ method. A salary survey will also be conducted of counties of similar population. The Human Resources Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to wage, insurances, retirement, holidays, etc. All efforts to provide information from the 6 counties mentioned above will be made, however, if these counties within the size do not have a position similar then other counties will be used to provide substantial findings.~~
- ~~2. Human resources will have 30 days to complete this process and notify the submitter with the results. If there is a delay in the process, the submitter will be notified prior to the expiration of the 30 days.~~
- ~~3. A written notice of findings will be prepared by HR. The results will be presented to the submitter, his/her requesting department head, or the department Director, and the County Administrator. The submitter will have seven calendar days to notify Human Resources of any discrepancies. be instructed that if they are unsatisfied with the decision, they may pursue an appeal to the appeal committee within seven calendar days.~~
- ~~4. If no request for further review is received within seven calendar days Human Resources will take the findings to the Personnel Review Committee to review and forward their recommendation to the Board of Commissioners for final decision. Human Resources will notify the employee of the decision.~~  
~~Appeal~~
- ~~5. If the submitter requests an appeal, Human Resources will have 45 days from the date of the request to complete the appeal process.~~
- ~~5. Upon completion of the appeal committee's considerations, a written notice of decision will be prepared. The results of the appeal committee deliberations will be presented to the submitter, their direct supervisor or department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may request to elaborate~~

- ~~independent and impartial basis in a timely and confidential manner.~~
- ~~— If the submitter requests to elaborate in person to the appeal committee, a meeting will be scheduled and conducted. The appeal committee will notify the submitter via written notice of decision. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may pursue an appeal to the commissioners. The request must be received within 7 calendar days of receiving the written notice. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.~~
  - ~~6. If the submitter requests to appeal to the Commissioners, the HR Director will advise the Commissioners of the request and will prepare all information regarding the reclassification request to date for their review. The Commissioners will review the appeal request in a public meeting within 30 days of the request for appeal from the submitter. The submitter may elaborate in person. The Commissioners will approve or deny the findings of the appeal committee. The results of the commissioner's deliberations will be provided to the submitter in a final notice of decision.~~
  - ~~6. The decision of the Board of Commissioners is final.~~

## **Reclassification**

Any proposed change of duties, which could affect a position's classification shall be submitted to Human Resources. A reclassification shall include the reclass application, and a redline updated job description, and a copy of the position's overhead costs.

A change in a position's allocation does not constitute a sole basis for determining whether the employee in a position will also be assigned to the new position.

The reclassification application may only be submitted by the department head or the employee in the position (submitter). In order to have a position considered for reclassification, the department head or the submitter must deliver submit the completed application and job description to the Human Resource Director before November 1 for consideration for the next fiscal year starting July 1.

Pay grade adjustments through the reclassification process for individual positions may be approved outside the budget process by the County Administrator, if no budget amendment is required to fund such adjustment.

1. The Human Resources Director will review the application for completeness and conformity to standards and inform the submitter that the reclassification request will be processed.
2. In order to establish an appropriate pay range, the HR director will evaluate the application and job description for placement on the pay range scale based on the JOBMEAS™ method. Human Resources will prepare an estimate on the position's overhead cost.
- ~~3. The Human Resources Director, Administration County Administrator, and Finance Director will meet and review the application and attachments. The Personnel Review~~



Committee will have 30 days to complete this process.

- ~~4.3. \_\_\_\_\_ Human resources will have 30 days to complete this process and request a meeting with the submitter. If there is a delay in the process, the submitter will be notified prior to the expiration of the 30 days.~~
- ~~5.4. \_\_\_\_\_ A written notice of decision recommendation to the BOC will be prepared by HR. The results will be presented to the submitter, his/her the department head, or the department Director, and the County Administrator. If the submitter believes there has been a discrepancy in the state law covered by the Public Employees Retirement System, the submitter may request the appeal committee in person.~~
- ~~6. 5. If no request for further review is received within seven calendar days, HR Human Resources will take the findings the Personnel Review Committee's recommendation to the Board of Commissioners for concurrence final decision. Human Resources will notify the employee of the decision. The Commissioners do not approve the findings of the RDC, they may request a review by the appeal committee.~~
- ~~7. If the submitter or the Commissioners requests an appeal, human resources will have 45 days from the date of the request to complete the appeal process.~~
- ~~8. Upon completion of the appeal committee's considerations, a written notice of decision will be prepared. The results of the appeal committee deliberations will be presented to the submitter, their direct supervisor or department Director, and the County Administrator. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may request to elaborate in-person to the appeal committee or they may pursue an appeal to the commissioners. Either of these requests will need to be received within 7 calendar days of the day they were notified of the findings. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.~~
- ~~9. If the submitter requests to elaborate in-person to the appeal committee, a meeting will be scheduled and conducted. The appeal committee will notify the submitter via written notice of decision. The submitter will be instructed that if they are unsatisfied with the appeal committee's findings, they may pursue an appeal to the commissioners. The request must be received within 7 calendar days of receiving the written notice. If no request is received within 7 calendar days, human resources will take the findings to the commissioners for consent.~~
- ~~10. If the submitter requests to appeal to the Commissioners, the HR Director will advise the Commissioners of the request and will prepare all information regarding the reclassification request to date for their review. The Commissioners will review the appeal request in a public meeting within 30 days of the request for appeal from the submitter. The submitter may elaborate in person. The Commissioners will approve or deny the findings of the appeal committee. The results of the commissioner's deliberations will be provided to the submitter in a final notice of decision.~~
- ~~11. The decision of the Board of Commissioners is final.~~

**Appeal Committee**—Once the appeal request is received the appeal committee will be notified of the request.

~~The appeal committee shall consist of the following;~~

- ~~a. — One employee representative and two alternates (from any of the three Morrow County bargaining units);~~
- ~~b. — One (1) management representative and one alternate;~~
- ~~c. — One (1) elected official, however, not a member of the Board of Commissioners, and one alternate;~~
- ~~d. — Human Resources Director~~

~~The members of the appeal committee may not work in the same department as the submitter. Alternates may be appointed in order to maintain an unbiased committee.~~

~~Each member, except the HR Director, will serve a three-year term, with one employee, management representative, or elected official being replaced each calendar year. The HR Director is a permanent ex officio member and shall act as a facilitator for the committee but shall be without a vote. Each member of the appeal committee will receive information and training regarding the classification system and the evaluation process. The appeal committee shall meet on an as-needed basis.~~

~~The appeal committee will be provided with all of the material submitted on the position to date including the application and job description, the Human Resource Director's notice of decision, and the request for appeal.~~

~~The appeal committee will review the appeal request and prepare their findings within 45 days of the date of the request.~~

*\*\* JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts, and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.*



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

(For BOC Use)
Item #

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

Presenter at BOC: Greg Close
Department: Public Works - Parks
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 10/10/2023
Requested Agenda Date: 10/18/2023

2023 - 2nd Season Youth Spike Elk Hunt at OHV Park

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5 min
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: Eric L. Jones 10/10/23
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)

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

Annual 2nd Season Special Youth Spike Only Elk Hunt at the Morrow/Grant County Off-Highway Vehicle (OHV) Park. This hunt is held each year during the State of Oregon's regularly scheduled 2nd season spike only elk hunt for the area. This year it is schedule to take place November 11-19, 2023. During this time the park will close a large portion of the trail system starting the Wednesday, November 08, 2023 prior to the hunt starting Saturday, November 11, 2023. This allows park crews to post trail closure notices around the park.

This hunt is not a special hunt organized by Oregon Department of Fish and Wildlife (ODFW), this hunt only provides permission to hunt on the property with in the designated area under the OHV Parks management. This hunt was established as a way to give back to the communities that help make the OHV Park possible and provide an outdoor experience to local youth who reside in Morrow and Grant Counties.

This year at time of the application dead line of October 09, 2023 4:00pm there were a total of:

- 9 - Total Applications Received
- 2 - Grant County Resident Applicants
- 7 - Morrow County Resident Applicants
- 0 - Other County Resident Applicants

**Goal:** Allow up to six (6) youth hunters with four (4) alternates with 50% split from each County. Youth must be between the ages of 12-17 unless participating in the ODFW Mentored Youth Hunter Program and reside must in Morrow or Grant County.

Years past if there were more applications than allowed; an exception was made to allow up to three (3) more hunters to participate allowing all an opportunity that may not otherwise be available to them.

## **2. FISCAL IMPACT:**

Employees Time - Assisting with the program who are already patrolling the park of doing work in the area.

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

Recommend: Motion to approve all nine (9) applicants meeting criteria (Morrow or Grant County Resident per their Oregon Hunting License address) to participate in the Youth Hunt.

Attach additional background documentation as needed.

**Morrow/Grant County OHV Park  
2023 Special Youth Hunt  
Elk Second Season – Spike ONLY  
Applicants Morrow/Grant County**

*Try for equal numbers from Grant and Morrow County  
Advertised in Blue Mountain Eagle, Heppner Gazette, North Morrow Times*

**TOTAL OF FIVE (9) APPLICATIONS RECEIVED  
by Cutoff time October 09, 2020 @ 4:00pm**

**Six (7) Morrow County One (2) Grant County Applicants**

**1. Recommended (9)**

<u>First name/Last name/Age</u>	<u>County, City, State</u>	<u>Prior Participant</u>
a. Preslie Bowels, 17	Morrow, Irrigon, Or.	Yes, not successful
b. Haydin Foster, 12	Morrow, Irrigon, Or.	No
c. Kassadie Griffin, 17	Morrow, Irrigon, Or.	Yes, yes successful
d. Zethan Humphreys, 12	Morrow, Ione, Or.	No
e. Zackariah Jones, 16	Morrow, Irrigon, Or.	Yes, yes successful
f. Darby Spivey, 13	Morrow, Ione, Or.	Yes, not successful
g. Katie Spivey, 16	Morrow, Ione, Or.	Yes, yes successful
h. Riley Gregg, 16	Grant, John Day, Or.	Yes, not successful
i. Jillie Thunell, 13	Grant, Canyon City, Or.	No

**2. Alternate – (up to 4)**

a.

**3. Unsuccessful – (any others)**

a.

MORROW COUNTY PARKS

YOUTH

SPIKE ELK HUNT

November  
2023

MORROW AND GRANT COUNTY YOUTH  
SPIKE ONLY YOUTH HUNT

COMPLETE YOUR APPLICATION TODAY

MORROW/GRANT COUNTY OHV PARK

71000 EAST MORPHINE LN.

HEPPNER, OREGON 97836

[www.morrowcountyparks.org](http://www.morrowcountyparks.org)

Phone: 541-989-9500

e-Mail: [mcparks@co.morrow.or.us](mailto:mcparks@co.morrow.or.us)

APPLICATIONS DUE

Monday, October 9, 2023 4:00pm



**MORROW / GRANT COUNTY OHV PARK  
SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 – 17\*  
APPLICATION**

MORROW



**MUST BE turned in by Monday, October 09, 2023 at 4:00 p.m. to  
Morrow County Public Works, P.O. Box 428, Lexington, OR. 97839**

**General Second Season, Spike Only Elk, Nov. 11 – Nov. 19, 2023.**

**(Successful applicants will need to purchase any and all licenses, tags, and items necessary for the youth hunt. Morrow County only provides access to hunting area for the Youth.)**

Name Preslie Bowels  
First — Middle Initial — Last

Age. 17 Need to be between ages 12 and 17 at time of youth special hunt  
participating in the ODFW Mentored Youth Hunter Program.

Phone [REDACTED] Alternate Phone \_\_\_\_\_

Are you a Morrow or Grant County Resident?  
**VALID Oregon Hunting License (REQUIRED) and must be included with submitted application.**  
 YES  NO  if no what County \_\_\_\_\_  
 Is a copy of current hunting license included with application? YES  NO

Have you completed a Hunter Education Course?  
 YES  NO   
 Attach/Include copy of Hunter Education certificate

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

By signing below, I acknowledge that my son or daughter is engaging in a dangerous activity, a resident of Morrow or Grant County, Oregon and that I give my permission for my son or daughter to take part in the youth hunt. I further acknowledge that I am aware of what steps have been taken to maximize the safety of the participants, and hereby release Morrow and Grant County of any liability and hold the Counties and its employees and representatives harmless from any potential legal action that I believe I would otherwise be entitled to whether or not I believe additional safety steps could have been taken. By signing this document, I understand that a successful applicant will be required to have a valid Oregon hunting license, purchase a second season elk tag, follow local, state, and federal rules, laws and guidelines for the hunt. I give permission to Morrow and/or Grant County to use the above-named applicant's photograph and name in any and all promotional material and publications without notification or compensation for use of such documents or images.

Billy Griffin 9-26-23  
 Signature of parent/Guardian Date  
Billy Griffin  
 Printed Name of Parent/Guardian

Applications Due **OCTOBER 09, 2023 @ 4:00PM**  
 at the **MORROW COUNTY PUBLIC WORKS OFFICE**  
 Return applications to:  
**Morrow County Public Works**  
**365 West Highway 74**  
**P.O. Box 428**  
**Lexington, Oregon 97839**  
**Phone#: 541-989-9500 E-Mail: mcparks@co.morrow.or.us**

MORROW



MORROW / GRANT COUNTY OHV PARK
SPECIAL ELK YOUTH HUNT
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Name Haydin B Foster
Age 12
Phone
Alternate Phone

Are you a Morrow or Grant County Resident?
VALID Oregon Hunting License (REQUIRED) and must be included with submitted application.
YES NO if no what County
Is a copy of current hunting license included with application? YES NO

Have you completed a Hunter Education Course?
YES NO
Attach/include copy of Hunter Education certificate

Have you participated in this hunt in prior years? YES NO
If Yes, were you successful? YES NO

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Signature of parent/Guardian Date 9-13-23

Joey Munkers
Printed Name of Parent/Guardian

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SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 – 17<sup>e</sup>  
APPLICATION**



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Name Kassadie Griffin  
First — Middle Initial --- Last

Age. 17 Need to be between ages 12 and 17 at time of youth special hunt  
participating in the ODFW Mentored Youth Hunter Program.

Phone [REDACTED] Alternate Phone \_\_\_\_\_

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**VALID Oregon Hunting License (REQUIRED) and must be included with submitted application.**  
 YES  NO  if no what County \_\_\_\_\_  
 Is a copy of current hunting license included with application? YES  NO

Have you completed a Hunter Education Course?  
 YES  NO   
 Attach/Include copy of Hunter Education certificate

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

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[Signature] 9-25-23  
 Signature of Parent/Guardian Date

Billy Griffin  
 Printed Name of Parent/Guardian

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SPECIAL ELK YOUTH HUNT  
FOR YOUTH AGES 12 – 17<sup>o</sup>  
APPLICATION**



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Name Zethan T Humphreys  
First -- Middle Initial -- Last

Age. 12 Need to be between ages 12 and 17 at time of youth special hunt or \*participating in the ODFW Mentored Youth Hunter Program.

Phone [REDACTED] Alternate Phone [REDACTED]

**Are you a Morrow or Grant County Resident?**  
**VALID Oregon Hunting License (REQUIRED)** and must be included with submitted application.  
YES  NO  if no what County \_\_\_\_\_  
Is a copy of current hunting license included with application? YES  NO

**Have you completed a Hunter Education Course?**  
YES  NO   
*Attach/Include copy of Hunter Education certificate*

**Have you participated in this hunt in prior years?** YES  NO   
**If Yes, were you successful?**  
YES  NO

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Signature of parent/Guardian Date 10/6/2023  
Esther Humphreys  
Printed Name of Parent/Guardian

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**FOR YOUTH AGES 12 – 17\***  
**APPLICATION**



**MORROW**

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Name Zackariah Jones  
First -- Middle Initial -- Last

Age. 16 Need to be between ages 12 and 17 at time of youth special hunt or \*participating in the ODFW Mentored Youth Hunter Program.

Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

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**VALID Oregon Hunting License (REQUIRED) and must be included with submitted application.**  
YES  NO  if no what County \_\_\_\_\_  
Is a copy of current hunting license included with application? YES  NO

Have you completed a Hunter Education Course?  
YES  NO   
*Attach/include copy of Hunter Education certificate*

Have you participated in this hunt in prior years? YES  NO   
If Yes, were you successful? YES  NO

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Billy Griffin 9-26-23  
Signature of parent/Guardian Date  
Billy Griffin  
Printed Name of Parent/Guardian

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Name Darby D Spivey First --- Middle Initial --- Last

Age. 13 Need to be between ages 12 and 17 at time of youth special hunt or \*participating in the ODFW Mentored Youth Hunter Program.

Phone [Redacted] Alternate Phone [Redacted]

Are you a Morrow or Grant County Resident?  
 VALID Oregon Hunting License (REQUIRED) and must be included with submitted application.  
 YES  NO  if no what County \_\_\_\_\_  
 Is a copy of current hunting license included with application? YES  NO

Have you completed a Hunter Education Course?  
 YES  NO   
 Attach/Include copy of Hunter Education certificate

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

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Brian Spivey 10/7/23  
Signature of parent/Guardian Date  
BRIAN SPIVEY  
Printed Name of Parent/Guardian

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Name Katie L Spivey  
First — Middle Initial — Last

Age. 16 Need to be between ages 12 and 17 at time of youth special hunt or \*participating in the ODFW Mentored Youth Hunter Program.


Phone [REDACTED] Alternate Phone [REDACTED]

Are you a Morrow or Grant County Resident?  
**VALID Oregon Hunting License (REQUIRED) and must be included with submitted application.**  
 YES  NO  if no what County \_\_\_\_\_  
 Is a copy of current hunting license included with application? YES  NO

Have you completed a Hunter Education Course?  
 YES  NO   
Attach/Include copy of Hunter Education certificate

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

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 Signature of parent/Guardian 10/7/23  
 Date  
Brian Spivey  
 Printed Name of Parent/Guardian

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Name Riley M Gregg  
First --- Middle Initial --- Last

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Phone                      Alternate Phone                     

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 YES  NO  if no what County                       
 Is a copy of current hunting license included with application? YES  NO

Have you completed a Hunter Education Course?  
 YES  NO   
*Attach/Include copy of Hunter Education certificate*

Have you participated in this hunt in prior years? YES  NO   
 If Yes, were you successful? YES  NO

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Janet Plocharsky 10/3/2023  
 Signature of parent/Guardian Date  
 Printed Name of Parent/Guardian

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GRANT



MORROW / GRANT COUNTY OHV PARK
SPECIAL ELK YOUTH HUNT
FOR YOUTH AGES 12 - 17
APPLICATION



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Name Jillie M Thunell
Age 13
Phone
Alternate Phone

Are you a Morrow or Grant County Resident?
VALID Oregon Hunting License (REQUIRED) and must be included with submitted application.
YES NO if no what County
Is a copy of current hunting license included with application? YES NO

Have you completed a Hunter Education
Course? YES NO
Attach/include copy of Hunter Education certificate

Have you participated in this hunt in
prior years? YES NO
If Yes, were you successful? YES NO

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Signature of parent/Guardian Date 09/29/2023

David Thunell
Printed Name of Parent/Guardian

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

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

Earlier this year, Morrow County submitted a grant application to Environmental Protection Agency (EPA), a requirement to access the \$1.7 million congressionally directed spending (CDS) allocation to Morrow and Umatilla Counties. Morrow County is the fiscal agent. The CDS project and funding was set aside to study private exempt drinking water wells, provide outreach to domestic well users and evaluate opportunities to study feasibility of connecting domestic well users to existing public/community water systems. The study area includes all households located in the Lower Umatilla Basin Groundwater Management Area in Morrow and Umatilla Counties which includes approximately 4,500 wells.

On Tuesday, October 3rd, county received of the award from EPA. See attached. As noted in that email correspondence, awardee (county) is not required to formally accept the award. However, for transparency and to solicit guidance on next steps, staff present this to the Board of Commissioners. Although staff have begun to work on the next steps, staff requests Board direction to proceed with next steps.

Since the CDS allocation was announced, county Public Health Departments and Oregon Health Authority have conducted testing of wells in both counties. The scope of this testing is to assess potability and provide alternative drinking water if sample tests find concentrations of nitrate that contains 10 milligrams per liter (mg/L) of nitrate. The testing of the grant project will be more comprehensive and will include an analysis of the overall well condition, identifying features such as depth of the well, depth of casing, proximity to septic system.

The project will transpire over the next three years.

**2. FISCAL IMPACT:**

Grant award includes \$218,400 direct and \$21,840 indirect cost for Morrow County.

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

Motion to accept the grant award and direct staff to proceed with grant work.

Attach additional background documentation as needed.

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

**OPPORTUNITY & PACKAGE DETAILS:**

Opportunity Number:	EPA-ORD-OSAPE-CDS-2023-10
Opportunity Title:	Morrow County - Drinking Water Contamination Investigation in Northeast Oregon
Opportunity Package ID:	PKG00279981
CFDA Number:	66.202
CFDA Description:	Congressionally Mandated Projects
Competition ID:	
Competition Title:	
Opening Date:	
Closing Date:	05/31/2023
Agency:	Environmental Protection Agency
Contact Information:	Roberto Perez

**APPLICANT & WORKSPACE DETAILS:**

Workspace ID:	WS01115418
Application Filing Name:	Morrow County Drinking Water Investigation
UEI:	GLDSK7FBJ15
Organization:	COUNTY OF MORROW
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	May 11, 2023 07:18:49 PM EDT
Form State:	No Errors

**FORM ACTIONS:**

**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
---	---	--

<b>* 3. Date Received:</b> <input type="text" value="Completed by Grants.gov upon submission."/>	<b>4. Applicant Identifier:</b> <input type="text"/>
---	---

<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>5b. Federal Award Identifier:</b> <input type="text"/>
---	--

**State Use Only:**

<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>
--	--

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="93-6002308"/>	<b>* c. UEI:</b> <input type="text" value="GLDSK7FBFJ15"/>
---	---

**d. Address:**

<b>* Street1:</b>	<input type="text" value="215 NE Main"/>
<b>Street2:</b>	<input type="text" value="P.O. Box 40"/>
<b>* City:</b>	<input type="text" value="Irrigon"/>
<b>County/Parish:</b>	<input type="text"/>
<b>* State:</b>	<input type="text" value="OR: Oregon"/>
<b>Province:</b>	<input type="text"/>
<b>* Country:</b>	<input type="text" value="USA: UNITED STATES"/>
<b>* Zip / Postal Code:</b>	<input type="text" value="97844-6999"/>

**e. Organizational Unit:**

<b>Department Name:</b> <input type="text" value="Planning Department"/>	<b>Division Name:</b> <input type="text"/>
---	---

**f. Name and contact information of person to be contacted on matters involving this application:**

<b>Prefix:</b> <input type="text"/>	<b>* First Name:</b> <input type="text" value="Tamra"/>
<b>Middle Name:</b> <input type="text"/>	
<b>* Last Name:</b> <input type="text" value="Mabbott"/>	
<b>Suffix:</b> <input type="text"/>	

**Title:**

**Organizational Affiliation:**

<b>* Telephone Number:</b> <input type="text" value="541-922-4624"/>	<b>Fax Number:</b> <input type="text" value="541-922-3472"/>
--	--

**\* Email:**

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Environmental Protection Agency

**11. Catalog of Federal Domestic Assistance Number:**

66.202

CFDA Title:

Congressionally Mandated Projects

**\* 12. Funding Opportunity Number:**

EPA-ORD-OSAPE-CDS-2023-10

\* Title:

Morrow County - Drinking Water Contamination Investigation in Northeast Oregon

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Morrow County Drinking Water Investigation

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,675,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,675,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

## Problem Statement/Need

Nitrate concentrations in a substantial number of domestic wells in Oregon's Morrow and Umatilla Counties (Counties) exceed the federal limits for safe drinking water, threatening public health. The primary drinking water standard for nitrate is 10 milligrams per liter (mg/L), but recent testing of over 600 domestic wells has found concentrations over 10 mg/L in a substantial number of wells tested, including some with concentrations over 50 mg/L. Estimates on the order of 4,500 wells in the two counties in the designated Groundwater Management Area provide drinking water to households outside of urban areas, but the majority of these wells have not been tested. The proposed project will include additional well sampling, outreach to domestic well users, and evaluation of opportunities to connect well users to public water systems and other alternatives for providing safe drinking water to affected residents.

Nitrate pollution in groundwater is particularly concentrated in the Lower Umatilla Basin Groundwater Management Area (LUBGWMA), which encompasses approximately 562 square miles in northern Morrow and western Umatilla Counties and includes the communities of Echo, Stanfield, Hermiston, Umatilla, Irrigon, and Boardman. Around half of the land area is occupied by cultivated crops, and the region's shallow alluvial soils allow infiltration of irrigation water, often carrying high concentrations of nitrate. In 1990, the Oregon Department of Environmental Quality (DEQ) declared a Groundwater Management Area in the Lower Umatilla Basin because nitrate concentrations exceeded 7 mg/L (70 percent of the federal standard) in many groundwater samples in the area. The intent of the declaration is to identify sources of nitrate and then select and implement practices to reduce nitrate concentrations to below 7 mg/L. Despite efforts to implement the first LUBGWMA Local Action Plan (adopted in 1997) and the second Local Action Plan (adopted in 2020), the long-term average nitrate concentration continues to exceed the 7 mg/L trigger level at 45 percent of the 31 wells monitored quarterly by DEQ since the 1990s as part of the LUBGWMA well network. Data shows that nitrate concentrations continue to exceed the 10 mg/L drinking water standard at 30 percent of these wells. Following a domestic well water emergency declaration by Morrow County in June 2022, additional well testing has been conducted with support from the Oregon Health Authority (OHA) as described above.

Elevated nitrate levels in drinking water can cause methemoglobinemia or "blue baby syndrome" in infants, increased risk of thyroid disorders and gastric and bladder cancers in adults, and increased risk of miscarriage, birth defects, and low birth weight. Infants under 6 months of age are at high risk if they drink formula mixed with water high in nitrates. In addition, groundwater with high nitrate concentration discharging to surface water can promote algal blooms, which can lead to higher levels of disinfection by-products in treated drinking water from surface water sources. Additional health risks from disinfection by-products include cancer, reproductive health risks, liver and kidney problems, and central nervous system disorders.

Low-income and Latinx populations in the region disproportionately face the health risks from contaminated domestic wells, creating an urgent environmental justice issue. Residents of Morrow and Umatilla Counties have lower median incomes and higher rates of poverty than the statewide average and there is a higher proportion of residents without health insurance. Both counties are also more ethnically diverse than the Oregon average with higher Latinx representation. Lower income levels make it challenging to afford water treatment systems to remove nitrates or to afford ongoing costs of bottled water to replace the use of a contaminated well. Additionally, higher average annual birth rates in the two counties mean that more babies could be exposed to high nitrate levels, and lack of health insurance creates difficulty in accessing and affording treatment for health issues.

Where nitrates are leaching into groundwater and reaching domestic wells, other contaminants such as pesticides and bacteria may also be reaching the wells, creating further health risks.

Agriculture contributes significantly to nitrates in groundwater, yet these sectors are regional economic drivers, so implementation strategies for reducing nitrate concentrations must be carefully designed to avoid unintended consequences such as widespread loss of employment. The second LUBGWMA Local Action Plan (2020) estimated that 69.4 percent of the nitrate contamination in groundwater in the LUBGWMA could be attributed to irrigated agriculture. Dairy and cattle farms, including confined animal feeding operations and pastures, contribute about 21 percent, and re-use of food processing wastewater to irrigate fields contributes about 4.6 percent. Other sources such as septic systems, lawn and landscape irrigation, and smaller sources make up the remaining contributions.

The second LUBGWMA Local Action Plan presents goals and recommended actions to reduce nitrate loading in the area. The proposed project is consistent with the recommendations under Rural, Open, and Green Spaces Goals 1 and 4, which relate to educational outreach for domestic well owners and increased testing for nitrates. Actions to implement Strategy 1.3 under Goal 1 include establishing outreach materials for the region, including bilingual outreach materials for the Hispanic community. Under Goal 4's Strategy 4.1, actions include analytical testing for nitrates in domestic wells in Morrow and Umatilla Counties and providing educational outreach to domestic well users about point-of-use nitrate treatment options.

The proposed project is also consistent with other local plans relating to water quality: (i) the Agricultural Water Quality Management Area (AWQMA) Plan for Willow Creek (2021), covering most of Morrow County; (ii) the Umatilla Basin AWQMA Plan, covering most of Umatilla County; and (iii) the Umatilla River Basin Total Maximum Daily Load (TMDL) Water Quality Management Plan (2001). The two AWQMA Plans covering the project area include actions to reduce the contribution of nitrate and other pollutants from agricultural lands, monitor and evaluate water quality problems, and provide technical and financial assistance to landowners and land managers. TMDLs for the Umatilla River have been set for nitrate, temperature, sediment, aquatic weeds, algae, pH, ammonia, and bacteria. Although the TMDL Plan focuses on surface water goals, it notes that interconnections with groundwater in some locations make it essential to improve groundwater quality in these areas to attain surface water quality goals.

## Project Objectives

The overall goal of the proposed project is to protect public health by increasing access to safe drinking water, specifically water meeting federal drinking water standards for nitrate. The project objectives, outputs, and outcomes are described below, along with plans for measuring progress toward each objective. Specific activities to be conducted to achieve each objective are described in the Project Activities section of this application.

**Objective 1:** Understand the spatial extent and severity of the nitrate contamination issues in the project area to identify areas where connection to public/community water systems is feasible.

**Objective 1 Outputs:** Number of wells sampled; database of sampling results; geographic information system (GIS) layer(s) showing spatial analysis of nitrate levels.

**Objective 1 Outcomes:** Sufficient data on nitrate contamination is available to evaluate drinking water alternatives for domestic well users impacted by high nitrate concentrations.

Plan for Measuring Progress on Objective 1: Nitrate concentrations in wells sampled will be tracked in a database, and map(s) will be created showing the current status of nitrate pollution in the project area.

**Objective 2:** Educate domestic well users about nitrate impacts and secure participation in the well sampling network.

Objective 2 Outputs: Outreach materials in English and Spanish; number of community events attended for outreach messaging; number of domestic wells added to sampling network.

Objective 2 Outcomes: Community members are aware of nitrate contamination issues and understand how to protect their health. The well sampling network is sufficient to understand nitrate issues and evaluate management options for domestic well users.

Plan for Measuring Progress on Objective 2: Outreach and messaging materials will be developed in coordination with the Counties' public health departments. Materials distributed at community events and through door-to-door or other methods will be tracked, and well users granting access to their wells will be added to the sampling network with water quality samples tracked in the database described in Objective 1.

**Objective 3:** Evaluate where connections to existing community water systems are feasible and identify other alternatives for providing clean drinking water where connection is not feasible to impacted well users in the project area.

Objective 3 Outputs: Alternatives analysis using selected evaluation criteria; action plan (preliminary engineering report).

Objective 3 Outcomes: Alternatives are recommended for providing a safe drinking water supply to domestic well users impacted by high nitrate levels.

Plan for Measuring Progress on Objective 3: A planning-level alternatives analysis will be developed, including a preliminary technical feasibility and economic analysis of options for impacted well users. This will be used to develop an action plan for the Counties with recommended short-term and long-term alternatives.

The proposed project is well-aligned with U.S. Environmental Protection Agency's (EPA's) Strategic Plan. Strategy 1 supports science-based decision making, and this project entails water quality testing to establish a scientific basis for policy decisions such as expansion of public water systems. Strategy 2 promotes consideration of the health of children and vulnerable populations, and this project will protect public health including infants at risk of "blue baby syndrome" and other medically vulnerable populations. Goal 2 under Strategy 2 specifically calls for advancing environmental justice and civil rights. This project will benefit low-income Latinx communities that are disproportionately affected by domestic well contamination. Finally, Goal 5 under Strategy 2 calls for ensuring that clean and safe water is available to all communities. This project will provide the data needed to identify solutions to increase access to clean and safe water for residents of Morrow and Umatilla Counties.

## Project Activities

### **Task 1: Work Plan and Quality Assurance Project Plan (QAPP)**

The focus of Task 1 will be to prepare a work plan and QAPP to guide the achievement of Objective 1. The work plan and QAPP will clearly define the scope of the project and document the data quality objectives (DQOs) and methods to be used in characterizing the nitrate contamination issues in the project area and identifying alternative clean drinking water options for impacted domestic well users. The QAPP development process will include a review of DQOs from previous and ongoing regional water quality monitoring and sampling to understand if and how that data may be used to



support this project. Unless determined otherwise during performance of the task (e.g., input state regulatory agencies), it is assumed that the DQOs will be consistent with those used by the LUBGWMA Committee.

Activities under Task 1 will include:

1. Coordinate with agencies (EPA, OHA, DEQ, Oregon Department of Agriculture [ODA], county public health departments) and select stakeholders for input and coordination on existing data and DQOs.
2. Compile and review relevant QAPPs, planning documents, and data developed by OHA, DEQ, and ODA related to characterizing nitrate in groundwater for the region.
3. Review available databases (Oregon Water Resources Department [OWRD], OHA, Morrow and Umatilla Counties) to identify and map the location of domestic wells in the project area using GIS software.
4. Develop work plan and DQOs. Finalize methods for field data collection, laboratory analytical testing, and data analysis. This includes the methods to identify wells for sampling.
5. Develop the criteria for defining the inventory of wells for sampling/monitoring.
6. Prepare QAPP document and complete the required review and approval process.

### **Task 2: Outreach and Communications**

This task will support the achievement of Objective 2. Outreach and communications will focus on educating domestic well users and the community at large about regional nitrate issues and impacts to domestic wells, communicating the purpose of the water quality sampling activities and the Counties' goal of providing clean drinking water, and securing participation from well users to include their wells in the sampling network. The County will communicate about project progress and technical coordination with the EPA, agencies, and other parties as needed. In addition, staff from the County will attend a conference to present technical information about the planning and water issues addressed by this project to help other communities that may be facing similar problems.

Activities under Task 2 will include:

1. Develop a database to track well information and communications, including previously sampled domestic wells and potential well locations to add to the sampling network.
2. Develop outreach and messaging materials in coordination with Morrow and Umatilla County public health departments.
3. Conduct outreach activities at community events and through door-to-door or residence-specific methods throughout the duration of the project.
4. Coordinate with the project team to update the sampling location network as interested parties are identified.
5. Review preliminary results of the project with stakeholders to obtain input on preferred alternatives.
6. Attend progress update and technical coordination meetings with EPA and other entities as needed.
7. Attend a conference to present technical information about the project and seek peer learning opportunities to improve the project.

### **Task 3: Field Data Collection and Laboratory Coordination**

This task will support achievement of Objective 1 through implementation of the field data collection efforts and coordination with analytical lab(s), as detailed in the work plan and QAPP prepared under Task 1. Field data collection under Task 3 is anticipated to include a single sampling event per well, with the potential for follow-on sampling based on the initial results. Residents of the LUBGWMA who rely on private domestic wells are eligible to apply for vouchers for free water quality testing through OHA. The Counties will coordinate with OHA to ensure that well sampling under this grant

complements and does not duplicate OHA's scheduled sampling efforts through the voucher program. The field effort will also include attempt to verify or determine the location of the well source for nitrate testing collected during Morrow County's emergency declaration in 2022. The budget and schedule for this task will be refined as the Counties identify whether field data collection will be performed by County staff, a contractor, or other third-party entities. When scheduling field data collection activities, efforts will be made to cluster nearby wells for sampling on the same day and to use fuel-efficient vehicles, when possible, to reduce greenhouse gas emissions related to this project.

Activities under Task 3 will include:

1. Coordinate with laboratory(s) to provide analytical laboratory services consistent with the QAPP.
2. Coordinate field staff (including potentially multiple parties) to prepare for and conduct field sampling efforts consistent with QAPP.
3. Coordinate with the database manager to transfer sampling results to the database and GIS.

#### **Task 4: Data Management and Processing**

The focus of Task 4 is to manage the data needed to achieve Objective 1 and to process the data for analysis to achieve Objective 3. As part of this task, data collected as part of this project will be integrated with relevant data from previous sampling events into a coherent and usable database and GIS for ongoing tracking, analysis, and communications.

Activities under Task 4 will include:

1. Develop a database management plan in coordination with County planning departments and public health departments, agencies such as OHA, and consultants, as needed.
2. Work with the field data collection entities for quality assurance/quality control and to transfer field data to the database.
3. Work with a data evaluation consultant (see Task 5) to assist with processing and analyzing the data in support of Objectives 1 and 3.
4. Conduct ongoing maintenance of the database.

#### **Task 5: Data Evaluation and Characterization**

This task will evaluate the data collected and processed under Tasks 3 and 4 to support achievement of Objectives 1 and 3. Under this task, the spatial extent and levels of nitrate concentrations (and other parameters as identified in the DQO/QAPP) will be characterized to meet Objective 1. Evaluation criteria will be selected to assess options for providing clean drinking water to impacted well users, helping to meet Objective 3. The data analysis will consider the geographic extent of the impacted wells relative to planning criteria such as urban growth boundaries and water provider service area boundaries. This analysis will be used to delineate areas where extension of public water systems or development of new community water systems may be feasible to address the need for clean drinking water supply, or where other options may be needed (e.g., deepening wells or in-home water treatment).

Activities under Task 5 will include:

1. Coordinate with the database manager to use and review analytical data.
2. Analyze water quality data to delineate the extent of elevated nitrate zones relative to domestic wells. Prepare nitrate concentration maps that illustrate the distribution of nitrate in groundwater in the project area.
3. Develop planning criteria to evaluate the potential for residences with domestic wells to be connected to public water systems.
4. Develop "cluster" analysis for potential grouping of wells for new community water systems.

5. Coordinate with the alternatives analysis consultant (see Task 6) to provide data and mapping information for alternatives analysis.

### **Task 6: Alternatives Analysis and Recommendations**

This task will produce a preliminary planning-level engineering analysis, including development and evaluation of alternatives to provide clean drinking water to impacted domestic well users, supporting achievement of Objective 3. The primary alternative is to determine which domestic well users can connect to existing public/community water system or where feasible to extend service. For areas where this is not determined to be feasible, other alternatives will be identified, which may include, but are not limited to feasibility of a new community system, opportunities for group domestic well use, installation of new (deeper) well, regional water treatment, individual residential water treatment, and other alternatives that may be developed during the project. The alternatives analysis will include a preliminary technical feasibility and economic analysis.

Activities under Task 6 will include:

1. Review the delineation of impacted domestic well users and planning criteria layers developed as part of Task 5.
2. Develop evaluation criteria for alternatives (e.g., life-cycle costs, schedule and timing, resilience and reliability, land use zoning consistency, etc.).
3. Review domestic well “clusters” or “drinking water service project” areas and define alternatives for providing a safe drinking water supply for each area. This includes defining the necessary infrastructure and permitting to connect wells to an existing system or to a new system or to drill deeper basalt wells for individual homes or for a community water supply.
4. Complete an alternatives analysis using the evaluation criteria, including an economic analysis.

### **Task 7: Action Plan**

This task will support Objective 3 through creation of an action plan consisting of a preliminary engineering report presenting the recommended alternative(s) to provide clean drinking water to the impacted domestic well users in the project area. This may include near-term actions to provide drinking water immediately, as well as longer-term actions for providing drinking water. The report will document conceptual design and cost estimates, permitting, and legal and administrative requirements for each recommended drinking water service project. Stakeholder engagement under this task will also support the achievement of Objective 2.

Activities under Task 7 will include:

1. Define each drinking water service project, including near-term actions for emergency drinking water service, and longer-term actions.
2. Obtain input from stakeholders on alternatives.
3. Finalize conceptual engineering, cost estimates, permitting, and administrative requirements.
4. Prepare preliminary engineering report documentation (either as a single report with individual project documentation, or a series of smaller individual project reports).

The proposed project schedule has been designed to achieve all objectives within a 3-year timeframe. The technical aspects of the project will be completed in approximately 2.5 years, with continued outreach, progress reporting and administration through the remainder of the 3<sup>rd</sup> year. Adjustments may be made based on grant administration requirements and constraints of coordinating with agencies and stakeholders. Task activities are shown in the schedule below by year and quarter starting with the first quarter that the grant agreement is in place.

Activities	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1 - Work Plan and QAPP	■	■	■	■	■	■			■	■		
Task 2 - Outreach and Communications	■	■	■	■	■	■	■	■	■	■	■	■
Task 3 - Field Data Collection and Laboratory		■	■	■	■	■	■	■				
Task 4 - Database Management		■	■	■	■	■	■	■				
Task 5 - Data Evaluation and Characterization			■	■	■	■	■	■				
Task 6 - Alternatives Analysis and Recommendations							■	■				
Task 7 - Action Plan									■	■	■	■
Progress Reporting			■		■				■			■
Morrow County Administration	■	■	■	■	■	■	■	■	■	■	■	■

## Project Design and Methodologies

The requested funding would be used to characterize the nitrate contamination issues in domestic groundwater wells that pose a threat to human health. Understanding the extent and severity of the problem is critical to informing impacted well users of potential health hazards and for evaluating short-term and long-term management options. The comprehensive data collected as part of this process can be compared with existing limited datasets, such as the subset of wells tested consistently since the declaration of the LUBGWMA, to provide insight into spatial and temporal trends. Outreach to the domestic well user community will be necessary to enable access to wells for sampling and to provide timely public health information. Based on the results of the well testing, alternatives will be developed to protect domestic well users' health from the adverse effects of high nitrate concentrations in their drinking water. Alternatives may include extending public water supplier connections, installing treatment systems, developing new community water systems, deepening wells, and other options as determined during the project.

Because of the acute risks to the health of vulnerable populations such as infants, the intention is to sample as many wells as possible within the LUBGWMA rather than using a statistical sampling methodology to select domestic wells to sample. The project includes a prioritization task that will identify target wells to sample based on the locations and quality of previous sample results, and the need to characterize areas where wells have not yet been sampled. This will allow for rapid communication with well users about the safety of their water supply. While it may not be possible to sample every well in the project area, one of the aims of Task 2 is to secure participation in the well sampling network by raising public awareness about the purpose and need for the project. DEQ's sampling network of 31 wells within the LUBGWMA provides important long-term data on groundwater quality trends in the area, but it is not sufficiently granular to fully characterize the potential risks at the household or community level. The budget allocation seeks to be able to collect 1,000 samples to provide sufficient spatial data for the data evaluation and characterization activities envisioned under Task 5.

Using methods consistent with the adopted quality assurance project plan (QAPP), water samples of nitrate (minimum of 125 milliliters in HDPE bottle) will be collected from each well or accessible component of the water system in the sampling network and will be labeled with the well identification number, location, date, and time of collection. Samples will be kept refrigerated or on ice until delivery to the analytical laboratory. There are 15 drinking water laboratories in Oregon accredited for nitrate testing. Samples will be delivered to the selected laboratory within 24 hours of collection. Nitrate testing will be conducted by the laboratory using one of the methods approved by

the U.S. Environmental Protection Agency (EPA) under Title 40 Code of Federal Regulations §141.23(k) for drinking water standards compliance. For further details on project methodologies and quality assurance, please see the Quality Assurance Statement attached to this application.

## Key Personnel and Staffing

The Project Manager, Tamra Mabbott, is the Planning Director of Morrow County. Her role will be to ensure timely and successful achievement of the project objectives, including overseeing contracting and providing expertise on planning and land use regulations related to the proposed alternatives and action plan for providing drinking water supply to impacted residents. Morrow County is currently managing a contract for a Water Coordinator, whose role is to help organize and guide the County's response to regional water quality and quantity issues. The Project Manager will be supported by the Public Health Director, who will provide expertise related to the health concerns of nitrate contamination in domestic wells and will help coordinate outreach activities. A GIS Planning Technician will provide support for mapping the extent of the nitrate contamination issues and integrating planning and service provider information for developing alternatives.

Specific investigators will be selected through a competitive contracting process. Resumes will be provided to the EPA grant administrator following contractor selection.

# Budget Narrative

## Personnel

Title	Annual Salary	% of Time Assigned to Project	Year 1	Year 2	Year 3	Total
Planning Director	\$170,000	15%	\$25,500	\$25,500	\$25,500	\$76,500
Public Health Director	\$150,000	12%	\$18,000	\$18,000	\$18,000	\$54,000
GIS Planning Technician	\$110,000	8%	\$8,800	\$8,800	\$8,800	\$26,400
Total			\$52,300	\$52,300	\$52,300	\$156,900

Planning Director role: The Planning Director will act as the Project Manager and will oversee subcontracts and coordinate project activities. The Planning Director will provide land use and planning information related to the development and evaluation of alternatives for drinking water supply.

Public Health Director role: The Public Health Director will coordinate on public and environmental health aspects of the project, including stakeholder outreach and providing public health information related to the evaluation of alternatives for drinking water supply.

GIS Planning Technician role: The GIS Planning Technician will support development of the GIS layers and spatial analysis of nitrate concentrations in the project area.

## Travel

Purpose of Travel	Location	Item	Computation	Cost
Conference travel	Alaska	Lodging	1 person x 3 nights x \$193/night	\$579
		Airfare	1 person x \$1,437 roundtrip	\$1,437
		Per Diem	1 person x 4 days x \$121/day	\$484
Project progress meetings	Washington, DC	Lodging	2 people x 2 nights/trip x \$258/night x 2 trips	\$2,064
		Airfare	2 people x \$826 roundtrip x 2 trips	\$3,304
		Per Diem	2 people x 2 days/trip x \$79/day x 2 trips	\$632
Technical coordination meetings	Seattle, WA	Lodging	2 people x 2 nights/trip x \$232/night x 2 trips	\$1,856
		Airfare	2 people x \$128 roundtrip x 2 trips	\$512
		Per Diem	2 people x 2 days/trip x \$79/day x 2 trips	\$632
Total				\$11,500

Conference travel: A representative from Morrow County will travel to a conference in Alaska to present technical information on planning and water issues addressed by this project. The conference is anticipated to last 4 days/3 nights.

Project progress meetings: One Morrow County staff member and one Morrow County Commissioner will travel to Washington, DC to provide updates on project progress to the EPA, agencies, and other parties as needed. Two trips of two nights each are anticipated.

Technical coordination meetings: Two Morrow County staff members (one each from the Planning and Health Departments) will travel to the Region 10 EPA office in Seattle, Washington to provide technical coordination and updates to the EPA on project status and issues. Two trips of two nights each are anticipated.

The applicant will not use EPA funds for foreign travel without approval by EPA.

**Contractual**

<b>Contractual Activities</b>	<b>Duration</b>	<b>Estimated Cost</b>	<b>Procurement Method</b>
Umatilla County coordination	3 years	\$124,000	Non-competitive
Data collection, analysis, and conceptual plan development	3 years	\$1,360,760	Competitive
Total		\$1,484,760	

Umatilla County coordination: This contract will support Umatilla County staff coordinating on the project for data collection in the county, staff time for development and analysis of alternatives affecting drinking water supply within Umatilla County, and travel to attend the conference and meetings described above under Travel in conjunction with Morrow County staff. This contract is necessary to fulfill the objectives of the Congressionally Directed Spending in addressing the nitrate issues present in both Morrow and Umatilla Counties, so it will be a non-competitive procurement.

Data collection, analysis, and conceptual plan development: This contract is anticipated to be a prime contract under which a consultant will be responsible for all project activities needed to achieve the project objectives (see Tasks 1 through 7 under Project Activities above). Subconsultants may be managed by the prime consultant as needed for specific technical data analysis or data collection activities. Procurement of services will comply with the competitive procurement requirements of 2 CFR 200.317-200.327.

**Indirect Costs**

The applicant is requesting to use a 10 percent de minimis rate for indirect costs authorized by 2 CFR 200.414(f). The indirect cost request was calculated based on the modified total direct costs as follows:

<b>Cost Category</b>	<b>Amount</b>
Personnel	\$156,900
Travel	\$11,500
Contractual (first \$25,000 of each contract x 2 contracts)	\$50,000
<b>Modified Total Direct Costs (MTDC)</b>	<b>\$218,400</b>
<b>Indirect Costs (10% of MTDC)</b>	<b>\$21,840</b>

Quality Assurance Statement  
Opportunity EPA-ORD-OSAP-2023-10  
Morrow County - Drinking Water Contamination Investigation in Northeast Oregon  
CFDA 66.202 Congressionally Mandated Projects

The applicant, Morrow County (County), is seeking to protect public health by increasing access to safe drinking water, specifically water meeting federal drinking water standards for nitrate. As part of Task 1 under the project, the applicant will develop a Quality Assurance Project Plan (QAPP) to document the Data Quality Objectives (DQO) and methods for quality assurance (QA) and quality control (QC) for the project. The County will select a qualified contractor(s) for data collection and analysis through a competitive procurement process. The contractor(s) will have experience in collecting, analyzing, and managing environmental data. Therefore, this Quality Assurance Statement provides preliminary information about the general approach for conducting quality research, which will be completed during the performance of the project.

*(1) Individual responsible for the quality assurance (QA) and quality control (QC)*

As described in the Key Personnel and Staffing section of the Project Narrative, the Project Manager is Tamra Mabbott, Morrow County Planning Director. She will oversee the contractor(s) selected for the project and ensure that the contractor(s) comply with the QAPP for the project. She has over 30 years of experience in land use planning and an MA in Urban Planning from the University of California, Los Angeles. As the Planning Director, she coordinates planning activities with other County departments and outside agencies, supervises staff, manages the Planning Department budget, and administers county land use regulations.

*(2) Project objectives and procedures that will be used to evaluate the success of the project*

(1) Understand the spatial extent and severity of the nitrate contamination issues in the project area defined to be Lower Umatilla Basin Groundwater Management Area (LUBGWMA) (sufficient to meet objective 3); (2) Educate domestic well users about nitrate impacts and secure participation in the well sampling network; and (3) Evaluate alternatives for providing clean drinking water to impacted well users in the project area. Water samples will be collected from domestic wells and tested for nitrate concentrations at a laboratory accredited by the Oregon Environmental Laboratory Accreditation Program (ORELAP), following the lab's QC procedures. Data on the sampling locations will be used to develop a spatial analysis of nitrate contamination in the project area. Ultimately, the data will be used to determine those domestic well users that do not meet drinking water criteria for nitrate, and whether they can be served by existing community water systems or require other drinking water supply alternatives. The project will be evaluated based on the development of feasible, effective alternatives for supplying drinking water to residents in a manner that protects public health.

*(3) (a) Collection of new/primary data:*

*(i) Discuss the plan for sample collection and analysis.*

Morrow County will procure qualified contractor(s) to collect the water quality samples from domestic wells and corresponding well location. Field sampling personnel will arrange with the analyzing laboratory for sample containers, sampling request forms, and sampling equipment at least 2 weeks in advance of a sampling event. Water samples will be collected from any domestic wells in the project area for which permission is obtained to access the property and obtain



samples. Each well will be sampled once during the project. A sample will be collected from the wellhead or acceptable location along the water system using a water collection kit supplied by the laboratory. The adopted QAPP developed under the first task of the project will specify additional details of data collection, sample analysis, and data management.

*(ii) Procedures for the handling and custody of samples and how the accuracy of test measurements will be verified.*

Well water samples will be collected using disposable sampling containers provided by the laboratory to prevent potential cross-contamination of samples. Samples will be identified using clearly marked labels, including the date and time of collection; well identification number; and the location of the well. Water samples will be transported to the laboratory for testing within 24 hours and will be stored securely, either refrigerated or on ice, until that time. Each container in which samples are packed for transportation will be sealed and accompanied by a copy of the chain-of-custody record. Accuracy of the nitrate testing will be verified based on the QC methods of the accredited lab. The adopted QAPP developed under the first task of the project will specify additional details on handling and chain-of-custody for sample collection.

*(iii) Analytical methods to be used and QA or QC procedures*

Analytical testing for nitrate will be conducted using a method approved by the U.S. Environmental Protection Agency under Title 40 Code of Federal Regulations §141.23(k). Testing will be conducted at one or more of the 15 nitrate testing laboratories in Oregon accredited by the ORELAP. QA and QC checks and instrument calibration will be performed by the laboratory in accordance with the laboratory's standard procedures. Follow-up testing or collection of additional samples may be conducted in the event of unusual test results.

*(iv) Discuss the procedures for overall data reduction, analysis, and reporting*

The specific procedures for data analysis will be determined by the contractor(s) selected for the project. Statistical methods and software have not yet been determined. The general scope of work and approach will be to collect one sample from each domestic well source where access is secured. After the laboratory confirms the validity of the result, the data will be recorded in the project database. Sample results will be compared to analytical detection limits and regulatory criteria for the parameter (nitrate in particular) and correlated with the aquifer source of the sample (by well location and construction). The individual sample results will be mapped in geographic information system (GIS) software to evaluate the spatial distribution of the nitrate contamination. The information will be reported on maps and a narrative description in a drinking water feasibility study report. The database will be available to the regulatory agencies.

*(b) Use of existing/secondary data:*

*(i) Identify the types of secondary data needed to satisfy the project objectives.*

This project will include the development of a database to store and manage the well sample data collected under the proposed project. It will also include a transfer of previous data collected in the project area (LUBGWMA). Nitrate concentration data has been collected quarterly by the Oregon Department of Environmental Quality (DEQ) at a network of 31 wells in the LUBGWMA since the early 1990s, providing important longitudinal data on groundwater quality trends. This project will expand the sampling network to provide more granular spatial data. In addition, the County began conducting domestic well testing in 2022 following issuance of an

emergency declaration related to the health impacts of unsafe drinking water, and OHA has also begun conducting well testing through a voucher program. Data from these sources will be added to the project database to ensure that data collected for this project complements previous efforts. The effort under the proposed project will attempt to verify or determine the domestic well source locations for samples collected during the 2022 Morrow County emergency declaration.

*(ii) Specify the source(s) of the secondary data and discuss the rationale for selection.*

Sources of secondary data will include DEQ and OHA, and data previously collected by the County and its partners as part of the nitrate emergency declaration response. The DEQ data is the primary source for characterizing the extent of nitrate contamination in the LUBGWMA. The OHA data is the most recent data collected in wells in the LUBGWMA.

*(iii) Establish a plan to identify the sources of the secondary data in all deliverables/products.*

Data sources will be identified in the well water quality database established for the project. DEQ and OHA staff involved in their respective efforts to collect the secondary sources will be involved to develop the proposed project QAPP and the database management process.

*(iv) Specify quality requirements and discuss the appropriateness for their intended use.*

The DQO and methods of the previous efforts will be documented to ensure that the data are applied appropriately. Only previous samples that were collected by individuals trained in proper collection techniques as part of their jobs, or by volunteers provided with training prior to sample collection activities, will be used to ensure sample quality. Only previous samples that were analyzed by laboratories certified under the ORELAP will be used.

*(v) Describe the procedures for determining the quality of the secondary data.*

The DQO and methods of the previous efforts will be documented to ensure that the data are applied appropriately. Data provided by DEQ, OHA, and the County's previous sampling efforts will not be field verified as part of this project. However, the effort under the proposed project will attempt to verify or determine the domestic well source locations for samples collected during the Morrow County emergency declaration (in 2022).

*(vi) Describe the plan for data management/integrity.*

Notations on the data source will be included in the project database.

*(c) Method development: N/A. No new methods will be developed for this project.*


*(d) Development or refinement of models: N/A. Spatial analysis using GIS software will be completed; no modeling is included in the project scope.*

*(e) Development/operation of environmental technology: N/A. No technology to be developed.*

*(f) Conducting surveys: N/A. Surveys are not part of the project scope.*

*(4) Discuss data management activities.*

Internal QC checks will be developed and implemented to avoid errors in the data collection process. Procedures will be established to ensure data integrity. Data management under Task 1 of the project will include specific details on data management procedures and selected platform. The tools used by DEQ and OHA will be considered for this project and/or transferability to a new data management platform for long-term use by regulatory agencies and other parties.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>Grant Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 84065001 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> EM	<b>DATE OF AWARD</b> 09/28/2023	
			<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 10/03/2023
			<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> PEND
			<b>RECIPIENT TYPE:</b> County		
<b>RECIPIENT:</b> Morrow County PO Box 867 Heppner, OR 97836-0338 <b>EIN:</b> 93-6002308			<b>PAYEE:</b> Morrow County 100 N Court St. PO Box 37 Heppner, OR 97836		
<b>PROJECT MANAGER</b> Tamra Mabbott 215 NE Main P.O. Box 40 Irrigon, OR 97844 <b>Email:</b> tmabbott@co.morrow.or.us <b>Phone:</b> 541-922-4624		<b>EPA PROJECT OFFICER</b> Benjamin Packard 1300 Pennsylvania Ave NW 8104R Washington, DC 20460 <b>Email:</b> Packard.Benjamin@epa.gov <b>Phone:</b> 202-564-7673		<b>EPA GRANT SPECIALIST</b> Shana Etheridge 1200 Pennsylvania Ave NW 3903R Washington, DC 20460 <b>Email:</b> Etheridge.Shana@epa.gov <b>Phone:</b> 202-564-9777	
<b>PROJECT TITLE AND DESCRIPTION</b> Morrow County Drinking Water Investigation See Attachment 1 for project description.					
<b>BUDGET PERIOD</b> 10/01/2023 - 09/30/2026		<b>PROJECT PERIOD</b> 10/01/2023 - 09/30/2026		<b>TOTAL BUDGET PERIOD COST</b> \$1,700,000.00	
				<b>TOTAL PROJECT PERIOD COST</b> \$1,700,000.00	
<b>NOTICE OF AWARD</b>					
<p>Based on your Application dated 05/31/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,700,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,700,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> Environmental Protection Agency , Grants and Interagency Agreement 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460			<b>ORGANIZATION / ADDRESS</b> Environmental Protection Agency, OSAPE ORD - Office of Research and Development 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>Digital signature applied by EPA Award Official for</b> Jill Young - Chief - Grants Management Branch LaShaun Phillips - Award Official Delegate				<b>DATE</b> 09/28/2023	

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$1,700,000	\$1,700,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$1,700,000	\$1,700,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2023 Consolidated Appropriations Act (PL 117-328)	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 40

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2326EAM007	2324	C5	2623008	000FL2	4192	-	26A6A	\$1,700,000
									\$1,700,000

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$174,131
2. Fringe Benefits	\$0
3. Travel	\$11,500
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$1,360,806
7. Construction	\$0
8. Other	\$124,000
9. Total Direct Charges	\$1,670,437
10. Indirect Costs: 10.00 % Base MTDC	\$29,563
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$1,700,000
12. Total Approved Assistance Amount	\$1,700,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,700,000
15. Total EPA Amount Awarded To Date	\$1,700,000

## **Attachment 1 - Project Description**

The goal of the project is to characterize the nitrate concentrations in Oregon's Morrow and Umatilla Counties through additional well sampling, outreach to domestic well users, and evaluation of opportunities to connect well users to public water systems and other alternatives for providing safe drinking water to affected residents. Work to be accomplished includes characterizing the nitrate contamination issues in domestic groundwater wells that pose a threat to human health. Information gained will be used to understand the extent and severity of the problem to develop potential solutions. Impacted well users will also be updated with the potential health hazards and for evaluating short-term and long-term management options. The objective of the project is to understand the spatial extent of the nitrate contamination and identify areas where connection to public/community water systems is feasible. Wells will be sampled with the potential for follow-on sampling based on the initial results. Data collected through the project will be integrated with relevant data from previous sampling events into a usable database and GIS for ongoing tracking, analysis, and for a preliminary planning-level engineering analysis to evaluate alternatives for well owners impacted by the nitrate contamination. The project will also educate domestic well users and the community at large about regional nitrate issues and impacts to domestic wells as well as opportunities to participate in well sampling under the project. To identify areas where connection to public/community water systems is feasible, a database of sampled wells and geographic information system (GIS) layer(s) showing spatial analysis of nitrate levels will be developed. Community members will be made aware of nitrate contamination issues and how to protect their health through outreach materials. To evaluate alternatives and evaluate the feasibility of making connections to existing community water systems, an alternatives analysis using selected evaluation criteria along with an action plan (preliminary engineering report) will also be developed for community members and the county governments involved so that they can develop plans to mitigate nitrate contamination and potentially expand public water systems to areas of the county that are accessible to public water systems. Umatilla County coordination (\$124,000): This sub-award will support Umatilla County staff coordinating on the project for data collection in the county, staff time for development and analysis of alternatives affecting drinking water supply within Umatilla County, and travel to attend the conference and meetings described above under travel in conjunction with Morrow County staff. This sub-award is necessary to fulfill the objectives of the Congressionally Directed Spending in addressing the nitrate issues present in both Morrow and Umatilla Counties.

## **Administrative Conditions**

### **A. General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **B. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and ***Etheridge.Shana@epa.gov***
- MBE/WBE reports (EPA Form 5700-52A): DBE Coordinator, Dominick Washington; ***mbe.wbe@epa.gov***
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: ***Packard.Benjamin@epa.gov***
- Payment requests (if applicable): ***Packard.Benjamin@epa.gov***
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: ***Packard.Benjamin@epa.gov***

### **C. Prompt Payment**

In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

### **D. No Fed**

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a

Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

### **E. Payment to Consultants**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2023, the limit is \$703.44 per day and \$87.93 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Contracts and subcontracts with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

### **F. Pre-Award Costs**

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 02/01/2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

## **Programmatic Conditions**

**A.** This award is subject to EPA's set of standard terms and conditions for research awards located at <https://www.epa.gov/grants/grant-terms-and-conditions#office>.

### **B. Quality Assurance:**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12, Quality Assurance ( <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-XV/part-1500#1500.12>).

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

#### **1. Quality Assurance Project Plan (QAPP)**

- a. Prior to beginning environmental information operations, each grant recipient awarded by the Grant Review Committee must:



- i. Develop a QAPP,
- ii. Prepare the QAPP in accordance with the most current version of the Quality Assurance Project Plan (QAPP) Standard at [https://www.epa.gov/system/files/documents/2023-07/quality\\_assurance\\_project\\_plan\\_standard.pdf](https://www.epa.gov/system/files/documents/2023-07/quality_assurance_project_plan_standard.pdf),
- iii. Submit the document for EPA review, and

**2. Obtain EPA DQA approval prior to work start.**

2. The recipient must submit the QAPP 90 days after grant award.
3. The recipient shall notify the PO and DQA when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
4. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the DQA in the annual report and may also be submitted when changes occur.

**For Reference:**

EPA QA/R-2: *EPA Requirements for Quality Management Plans* at <https://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans> and EPA QA/R-5: *EPA Requirements for Quality Assurance Project Plans* at <https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans> contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

Quality Specifications for non-EPA Organizations to do business with EPA:

<https://www.epa.gov/quality/specifications-non-epa-organizations#your-reqts>

The Office of Grants and Debarment (OGD) Quality Assurance Requirements:

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>

**C.** The EPA Project Officer will provide the recipient with the EPA QA contact's information upon request for presubmittal questions. The recipient will copy the PO on any communication with the EPA QA contact.

**D.** All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov>.

**E. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are

secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331 (d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **F. Subaward Performance Reporting**

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective sub-recipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.206 and the 2 CFR Part 200.339 Remedies for Noncompliance.



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

(For BOC Use)
Item #

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

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

Date submitted to reviewers: 10/11/2023
Requested Agenda Date: 10/18/2023

(No acronyms please)

Pinegate Renewables LLC. have submitted an application to State of Oregon for a 9,400 acre solar project known as Sunstone Solar. The have proposed a mitigation program to meet Goal 3 land use.

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

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Tamra Mabbott 10/11/23 Department Director Required for all BOC meetings
Matt Jensen County Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Kevin Ince 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)

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

As part of their application to the Energy Facility Siting Council for a 9,400 acre solar project, Pine Gate Renewables has proposed a unique new program, intended in part, to offset the removal of primarily dryland wheat production. The mitigation is part of their proposal to comply with statewide planning goal 3 exception standards.

Their application included a report by ECoNorthwest, who calculated annual impacts.

<https://www.oregon.gov/energy/facilities-safety/facilities/Facility%20Exhibits/ESP/2023-06-30-SSPASC-11-pASC-Exhibit-K-Land-Use.pdf>

In the county letter to EFSC, county requested to be allowed to participate in the selection of projects to be funded with mitigation funds. Pine Gate Renewables, LLC has proposed a list of projects.

Staff and Pine Gate seek Board direction on selecting the projects.

## **2. FISCAL IMPACT:**

n/a

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

Action

Option 1) Direct staff to schedule a Board Work Session with Pine Gate team and the entities representing the various project.

Option 2) Direct staff and a commissioner to meet with Pine Gate team and review and rank projects and return with a recommendation to the full Board.

Attach additional background documentation as needed.



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

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

On September 6, 2023, Board unanimously approved the Percheron application to rezone 274-acres from Exclusive Farm Use to General Industrial, with a Limited Use Overlay Zone limiting the use to a data center. Ordinance No. ORD-2023-6 also included an exception to Statewide Planning Goals 3, 11 and 14.

In the record, applicant addressed issues raised in opposition, including a request for a more robust analysis of alternative locations that State of Oregon, Department of Land Conservation and Development (DLCD).

DLCD has notified county (see attached email) of their intent to appeal the county decision to the Land Use Board of Appeals. Agency protocol requires approval of the Land Conservation & Development Commission (LCDC). DLCD staff will be presenting their recommendation to LCDC at the November 2-3 meeting.

Staff requests direction from county as to whether staff should actively defend the county decision or whether to acquiesce and allow the parties to defend at LUBA.

See attached ORD-2023-6.

**2. FISCAL IMPACT:**

not determined. Possibly \$5,000-\$10,000 for outside counsel.

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

Action

Option 1) Direct staff to participate as needed, including LCDC meeting. Contract with Land Use Attorney to be involved as needed.

Option 2) Take no action and defer to participating parties.

Attach additional background documentation as needed.

## Tamra Mabbott

---

**From:** JININGS Jon \* DLCD <Jon.JININGS@dlcd.oregon.gov>  
**Sent:** Tuesday, October 10, 2023 8:42 AM  
**To:** Tamra Mabbott; Nathaniel Brown; David Shiflett  
**Cc:** HERT Dawn \* DLCD; HAMMER Alexis \* DLCD; HOWARD Gordon \* DLCD  
**Subject:** Morrow County Post Acknowledgment Plan Amendment (PAPA) and Re-Zone - Percheron

**[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov**

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Good Morning, Everyone.

We wanted to let you know that upon discussing this case with our Management Team and our attorneys at the Department of Justice, the department finds that our concerns remain unresolved. Therefore, the department be filing a Notice of Intent to Appeal (NITA) with the Land Use Board of Appeals (LUBA) later this week. We will then appear before the Land Conservation and Development Commission (LCDC) at their next meeting to request permission to proceed with an appeal. Should LCDC decline this request, the NITA will be withdrawn.

The next LCDC meeting is scheduled for November 2-3, 2023 in Medford, Oregon. I believe a video option will be available. The hearing and the LCDC decision will be based on the provisions of OAR 660-001-0230 [Oregon Secretary of State Administrative Rules](#). The county and applicant will both be provided an opportunity to address LCDC. The county and applicant will be receiving a letter shortly that includes more details. The department's staff report should be available sometime within the next two weeks.

Please let Dawn Marie or I know if you have any questions.

Respectfully,

*Jon Jinings*



**Jon Jinings**

Community Services Specialist | Community Services Division  
Pronouns: He/His  
Oregon Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150 | Salem, OR 97301-2540  
Cell: 541-325-6928 | Main: 503-373-0050  
[jon.jinings@dlcd.oregon.gov](mailto:jon.jinings@dlcd.oregon.gov) | [www.oregon.gov/LCD](http://www.oregon.gov/LCD)

**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 27<sup>th</sup> 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 27<sup>th</sup> 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.

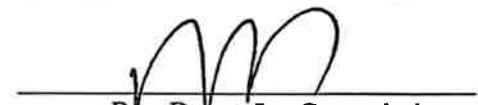
**Section 5. Effective Date.** This Ordinance is a statutory land use decision and shall be effective upon expiration of the 21-day appeal period following the second reading.

**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  
058 807460



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

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

The contract Water Coordinator, Ronan Iglorio, GSI Water Solutions Inc. have researched and drafted four Briefing Papers as part of their contract with Morrow county. The Briefing Papers have been presented to the Water Advisory Committee.

Mr. Iglorio and Planning Director Tamra Mabbott and Public Health Director Robin Canaday will present the papers to the Board. Members of the advisory committee may be in attendance.

**2. FISCAL IMPACT:**

n/a

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

No action unless Board chooses to make a formal adoption.

Board may also choose to request more detailed presentation during a future work session.

Attach additional background documentation as needed.



# STATE OF THE WATER Overview of Water Quality Challenges in Morrow County

October 2023

## Introduction

This briefing paper provides an overview of the water quality challenges affecting water supplies and the environment in Morrow County, Oregon, and the region. Residents and businesses in the County depend on a variety of groundwater and surface water sources for water supply. The primary water supply is groundwater from basalt aquifers of the Columbia River Basalt Group and the alluvial aquifer. Sources of surface water supply include the Columbia River, Umatilla River, Willow Creek, and Butter Creek.

The Umatilla Basin in Oregon is facing significant long-term water quantity and quality issues that are affecting the environment, the health of Morrow County's residents, and the ability for the area to support existing and future agricultural and industrial operations and as well as growing drinking water demands. State and local agencies, local water providers, landowners, and other stakeholders have been working under a regulatory framework and through voluntary activities to address these issues. Morrow County has committed to supporting actions, and where appropriate, taking on a leadership role to address these wide-ranging water issues. This briefing paper is part of a set of four State of the Water briefing papers prepared by the County to provide context for this effort and help communicate with policymakers, local stakeholders and the public as the County works to identify policies and actions on these water issues.

**Water resources and water supply in Morrow County are impacted by water quality issues—most notably the widespread elevated levels of nitrate in groundwater.**

Beneficial uses of water in the County affected by water quality issues include drinking water supply, irrigation, livestock watering, salmonid fish rearing and spawning, aquatic life, wildlife, water recreation, and aesthetics. Besides nitrate, key water quality parameters of concern include temperature, bacteria, and sediment.

There are also water quantity (water availability) concerns in Morrow County (refer to the companion memorandum entitled "State of the Water: Overview of Water Quantity Challenges in Morrow County," dated October 2023).

### Key Takeaways

- ✓ Water supplies in Morrow County are impacted by water quality issues—most notably elevated levels of nitrate in groundwater.
- ✓ Elevated nitrate levels in drinking water can lead to serious health effects, especially in infants or pregnant individuals.
- ✓ The state declared the Lower Umatilla Basin Groundwater Management Area in 1990 to address elevated nitrate levels. However, despite voluntary measures to address the issue, nitrate concentrations in groundwater remain elevated from desired outcomes.
- ✓ Tackling water quality issues will not be easy, but an influx of new funding sources will help. The County has an opportunity to proactively facilitate efforts to address the nitrate issue and leverage these solutions for broader water quality benefits across the County.

## Regulation of Water Pollution

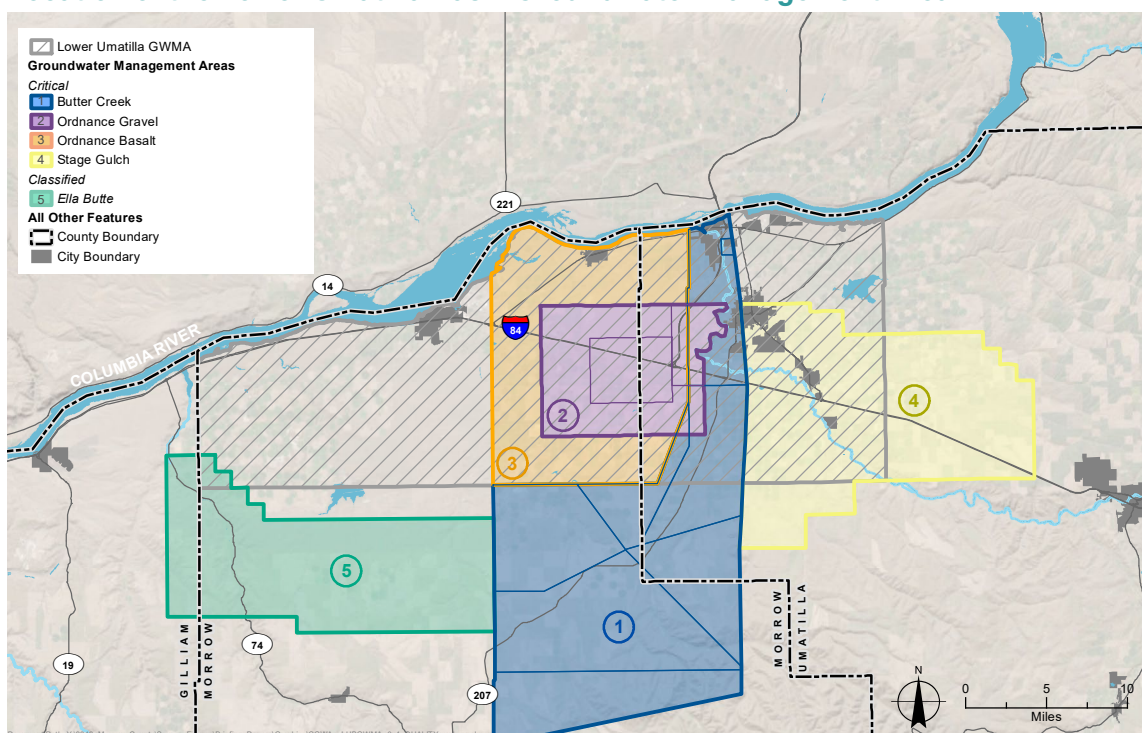
There are two types of water pollution: point and nonpoint sources. **Point source water pollution** comes from particular discharge points or pipes and must be regulated by permits that specify their pollutant limits. One example is Confined Animal Feeding Operations (CAFOs) where the Oregon Department of Agriculture (ODA) is the lead agency for permitting. Another example is water pollution control facilities operating land application of wastewater (or process water), which is permitted by Oregon Department of Environmental Quality (DEQ). **Nonpoint source water pollution** comes from the landscape and generally cannot be traced to a single source. Examples of nonpoint water pollution sources include stormwater runoff from roadways and urban areas, runoff from agricultural and forest lands, and runoff from rural residential properties. Groundwater can be polluted by nonpoint sources, including agricultural amendments (fertilizers and manure).

The U.S. Environmental Protection Agency (EPA) delegated authority to implement the 1987 federal Clean Water Act (CWA) in Oregon to DEQ as the lead state agency. DEQ then works with other state agencies to meet the requirements of the CWA. For example, DEQ sets water quality standards and develops total maximum daily loads (TMDLs) for impaired waterbodies, which are approved by the EPA. DEQ issues national pollution discharge elimination system (NPDES) permits for point sources. For nonpoint source water pollution, DEQ works with Oregon Health Authority (OHA) to implement the Source Water Protection Program for drinking water source watersheds and with ODA to implement Water Quality Management Area Plans for agricultural lands. These regulatory programs apply to all areas throughout the County.

## Groundwater Quality

Under the CWA and the 1989 Oregon Groundwater Quality Protection Act, DEQ has the authority to declare Groundwater Management Areas (GWMAs) to address nonpoint sources of pollution. In 1990, DEQ declared the Lower Umatilla Basin GWMA (LUBGWMA) due to regional nitrate concentrations exceeding their threshold value of 7 milligrams per liter (mg/L). The LUBGWMA encompasses approximately 550 square miles in northern Umatilla and Morrow Counties. While there are other groundwater quality issues across Morrow County, the following discussion focuses on the LUBGWMA area because it is a top priority for the County in trying to address the financial and health issues faced by the people in the County.

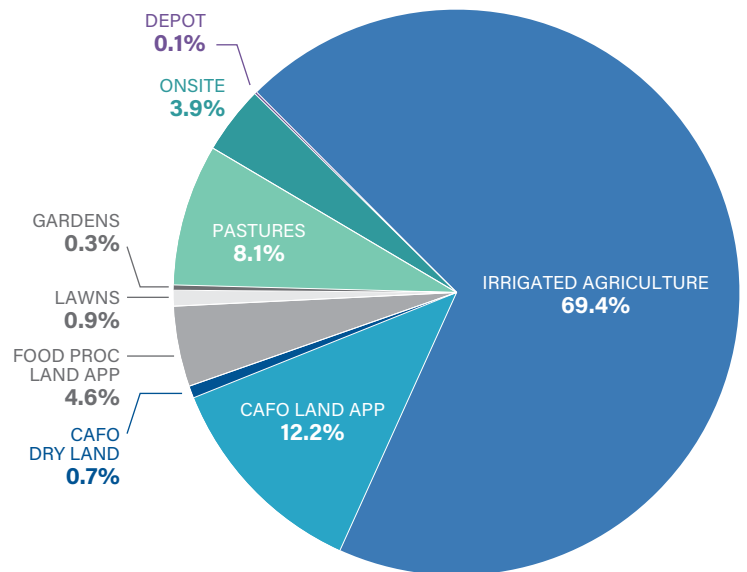
### Location of the Lower Umatilla Basin Groundwater Management Area



Note: Critical Groundwater Areas (CGWAs) were declared by the Oregon Water Resources Department in response to declining groundwater levels in the alluvial and basalt aquifers. Refer to the companion briefing paper entitled "State of the Water: Overview of Water Quantity Challenges in Morrow County", dated October 2023.

The LUBGWMA is assisted by the LUBGWMA Committee, which is a planning body established by and working with DEQ and other federal and state agencies to coordinate nitrate reduction planning and action in the LUBGWMA. The Committee was formed in 1990 and was reorganized in 2022 into a formal policy body with bylaws to fulfill the statutory obligations (Oregon Revised Statute 468B.179) provided in the Oregon Groundwater Quality Protection Act. The Committee includes representatives from state, local, and Tribal governments; organizations; businesses; industries; and the public.<sup>1</sup> The Umatilla County Soil and Water Conservation District (SWCD) and Morrow SWCD were also involved, and Morrow SWCD was designated as the lead agency for developing and implementing Local Action Plans.

### Estimation of Nitrogen Leached to Groundwater



Source: Adapted from LUBGWMA Second Action Plan, 2020

The major activities and milestones that have occurred since declaration of the LUBGWMA include:

- Initial characterization took place from 1990 to 1993 and included research led by DEQ to determine the nonpoint sources of nitrate contamination, as well as to assess the level of pollution and probable solutions to recovery in the LUBGWMA.
- The First Local Action Plan was produced in 1997 and focused on recommendations to encourage stakeholders to undertake voluntary efforts to reduce nitrate contamination. Recommended activities included (1) developing general educational materials to raise awareness of the issues, (2) encouraging research, and (3) reviewing permits and regulated sources for compliance. Lack of funding and resources was a factor in limited implementation of recommendations.
- Annual Progress Reports were written from 1997 to 2009 to outline activities and 4-year evaluations were conducted. This included sampling from DEQ's monitoring well network. Additional reports characterizing the nitrate conditions in the LUBGWMA were published by DEQ in 2011 and 2012.
- The Second Local Action Plan, produced and approved by DEQ in 2020, replaced the First Local Action Plan but followed a similar voluntary approach with annual and 4-year progress reports. One key difference is that this plan applied a more robust statistical approach to the sampling data. The recommendations were also grouped by particular interest and nitrate source category. The Second Action Plan allowed for focus areas within the LUBGWMA to evaluate and place concerted energy on potential improvement outcomes in the most important identified areas. The first 4-year assessment under the Second Local Action Plan will come in 2024.

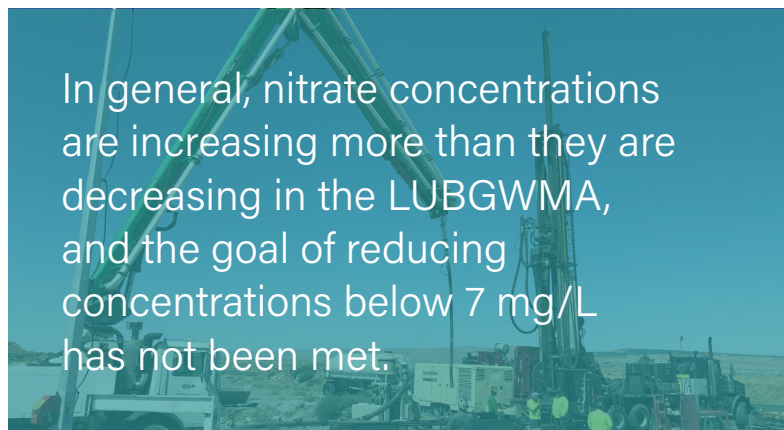
The goals of both Local Action Plans were to reduce groundwater nitrate concentrations throughout the region through voluntary actions so that the LUBGWMA declaration can be repealed. The Second Local Action Plan also had a goal to sustain this reduction so that public and private drinking water remains safe to drink. In both Local Action Plans, nitrate pollution was not attributed to a single source but rather a group of industries and activities. The LUBGWMA Committee identified the following as causes of the nitrate contamination<sup>2</sup> and

1. <https://lubgwma.org/contact-2/>

2. The U.S. Army Umatilla Chemical Depot's washout lagoons were identified as source in the First Local Action Plan, but are no longer considered a major source because federal and state authorities have implemented a cleanup action using a groundwater pump-and-treat system. The lagoons represent an estimated contribution of about 0.1 percent of nitrate.

aimed to work with these groups towards nitrate reductions:

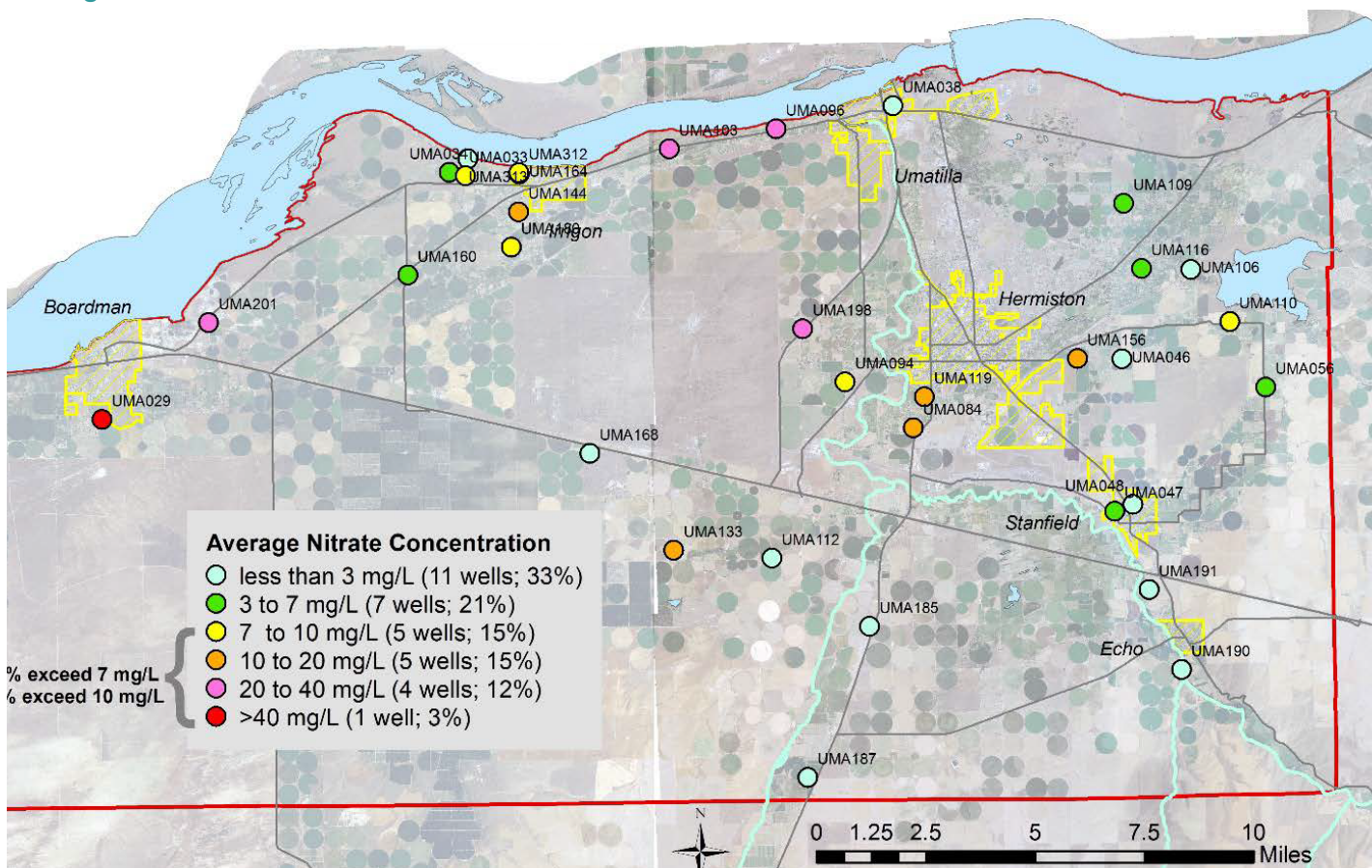
- Irrigated agriculture (fertilizer use)
- CAFOs (wastewater and manure associated with large-scale livestock operations)
- Livestock operations (pastures associated with individual household to larger-scale operations)
- Rural, open, and green spaces (including areas with septic systems and home fertilizer use)
- Food processing water reuse (land application)



In general, nitrate concentrations are increasing more than they are decreasing in the LUBGWMA, and the goal of reducing concentrations below 7 mg/L has not been met.

The First Local Action Plan focused on voluntary actions with the intention that education, awareness, and guidance would motivate the groups associated with nitrate sources to seek alternatives to reduce the likelihood of groundwater contamination. The approach was also intended to complement water quality permits issued by DEQ and ODA for point sources. However, no state funding was allocated to execute the plan's recommendations and actions. Ongoing data collected from the wells in the LUBGWMA indicate that many continue to have nitrate concentrations exceeding the 7 mg/L trigger level. In general, nitrate concentrations have increased in some areas and decreased in others, but the Second Local Action Plan concluded that while there is no consistent geographic pattern, overall concentrations are increasing more than they are decreasing and the goal of reducing concentrations below 7 mg/L has not been met.

### Average Nitrate Concentrations – LUBGWMA Well Network



Wells with higher nitrate concentrations are generally in the north-northwest portion of the LUBGWMA, and wells with lower nitrate concentrations are generally in the southeast portion of the LUBGWMA. Source: LUBGWMA Second Action Plan, 2020



## Surface Water Quality

Surface water quality issues in the region are driven primarily by non-point sources of pollution, including runoff from agricultural and forest lands, urban areas, various land use development, and roads. Regional surface water quality issues include high stream temperatures, low dissolved oxygen, pH extremes (alkalinity and acidity), sediment, bacteria, algae, and excess nutrients such as nitrate and phosphorus. These conditions can harm fish, impact domestic water supplies, and make waterways unfit for recreational activities such as swimming. High levels of nutrients in warm water can cause harmful algal blooms, which have occurred in Willow Creek Reservoir near Heppner.

Several stream segments in the Umatilla River and Willow Creek basins have been declared “water quality limited” by DEQ under Section 303(d) of the CWA. DEQ established plans to improve water quality through TMDLs, which set limits on the amount of each pollutant that can enter a water body while meeting water quality standards. The total allowable amount is allocated among the sectors contributing to the issue. Because of this, meeting the TMDL goals may require efforts from agriculture, forestry, reservoir operations, industry, septic system owners, and others.

Stormwater runoff or excess irrigation runoff can carry pollutants such as bacteria and agricultural chemicals like pesticides and herbicides to surface water bodies. The region’s sandy soils can allow these pollutants to filter down through the soil, often reaching groundwater. When this occurs in areas in close proximity to surface water, the interconnection between groundwater and surface water can eventually lead to pollutants reaching surface water through the discharge of groundwater.

## Key Issues/Impacts

Water quality issues have important human health, economic, and environmental consequences for Morrow County. Nitrate in particular dissolves easily in water and can leach down through the soil into groundwater. When too much nitrate enters the environment, water can become polluted, causing serious problems for human health, economic activities, and ecosystems.

As noted in the Second Local Action Plan, elevated nitrate levels may pose serious health concerns for infants or pregnant individuals. The DEQ website for the LUBGWMA states that “high levels of nitrate can increase the risk of methemoglobinemia, or blue baby syndrome, especially for infants who drink baby formula mixed with water containing nitrate above the safe level.”

A key issue is that elevated nitrate concentrations are present in many domestic wells in Morrow County and the region, and obtaining alternative drinking water supplies for domestic well users is challenging because of their geographic distribution and varying conditions. More information is presented in the companion briefing paper entitled “State of the Water: Overview of Nitrate Challenges for Domestic Well Users in Morrow County,” dated October 2023.

Agriculture and industries such as food processing are key economic drivers in the region. Both Morrow and Umatilla Counties are ranked among the top 10 counties in Oregon for production of several crops and animal products, with Morrow County being the state’s top county for cattle and dairy, and Umatilla being the top county for grains and vegetables. Farmers rely on fertilizers to provide nitrogen as an essential plant nutrient. While many farmers use sophisticated methods to avoid over-application to manage costs and for sustainability, over-application of fertilizer and overwatering of fields can cause the excess water to percolate down through the soil into groundwater, carrying nitrate with it. According to the Second Local Action Plan, irrigated agriculture (from fertilizer use) is estimated to contribute nearly 70 percent of the nitrogen leached to groundwater in the LUBGWMA. Furthermore, land application of food processing wastewater can also be a source of nitrate despite being a permitted operation by DEQ.



Water quality issues, including nitrate, typically affect the alluvial aquifer more than the deeper basalt aquifers in the region. Areas of the shallow alluvial aquifer adjacent to and interconnected with surface water contributes baseflow to streams and rivers, especially during the dry summer months. Most of the summertime streamflow in the lower Umatilla River downstream of Echo comes from groundwater discharge and return flows from irrigation, both of which may contain nitrate. The water quality of interconnected surface water throughout the region can be impacted by high levels of nitrate in groundwater discharging to streams, which can result in eutrophication (excess nutrients in the water body) and algae growth. The lower Umatilla River has experienced episodes of eutrophication and algal blooms in the summer due to high levels of nitrate and phosphate, and the Umatilla National Wildlife Refuge has documented algal blooms in the sloughs due to elevated nitrate. Further upgradient in Umatilla County, Wildhorse Creek and its tributary Spring Hollow Creek are on the CWA 303(d) list as being water quality-limited year-round for nitrate, primarily due to agriculture in the watersheds.

## Opportunities to Address Water Quality Challenges

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Morrow County is one entity in a region with many water stakeholders and has not historically been at the forefront of water management. However, with enduring water quality issues, the County has become more proactive and directly engaged to help address the public health risks to County residents.

While elevated nitrate levels in groundwater is not the only water quality issue for Morrow County, it is the most prevalent with immediate and ongoing impacts to County residents, and its management is tied directly to the agricultural operations and land uses driving the local economy. Policies and strategies implemented by the County for this issue can transfer and be foundational in addressing other water quality issues.

The Second Local Action Plan in 2020 presents recommendations and activities that can reduce nitrate in the long-term and meet the goal of repealing the LUBGWMA. However, there was no state or federal funding allocated to execute either the First or Second Local Action Plans. Local jurisdictions, including the County, were and are resource-constrained to effectively implement voluntary tasks, which naturally become lower priority compared to mandatory programs and requirements.



Findings from the Second Local Action Plan directly or indirectly initiated a sequence of events that have recently garnered significant attention and greater urgency from regulatory agencies, government officials, and other parties. These events in turn have motivated government officials to authorize or commit funding (in the millions of dollars) to address the public health threats to domestic well users in the near term (refer to the companion memorandum entitled “State of the Water: Overview of Nitrate Challenges for Domestic Well Users in Morrow County,” dated October 2023, for more information).

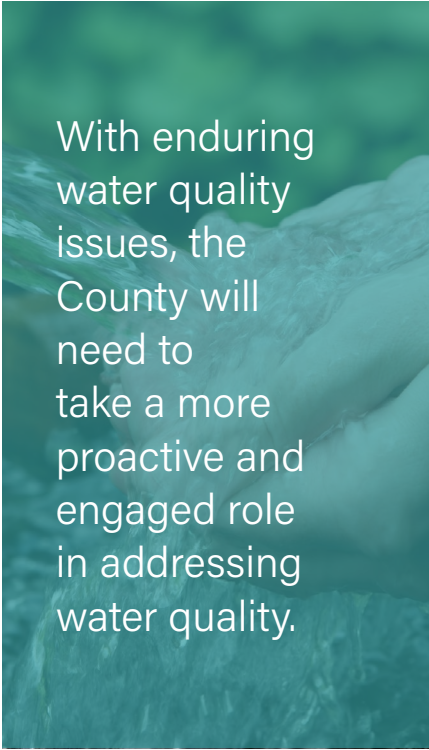
DEQ has the responsibility to determine whether the voluntary approach applied in the LUBGWMA Local Action Plans are effective or whether to enact mandatory requirements. While DEQ has not made any determinations about mandatory requirements to date, it will be important to track the review process and understand if and how mandatory requirements may be developed and the implications for the County’s role and existing programs.

State and federal funding sources are being pursued for more robust data collection. County and state agencies are collaborating to develop a peer-reviewed data set (including historical and more recent data) and a comprehensive data management system that can be used to develop a common characterization of the nature and extent of contamination, as well as to better understand the hydrogeology of the region.

The non-point sources and widespread nature of the water quality impacts in the region can make developing solutions daunting. However, there is an opportunity to approach the water quality problem through a priority lens by targeting hotspot areas to understand the source and nature and extent of contamination and develop solutions specific to that area. This is similar to how aquifer recharge projects are being developed in the region to benefit localized groundwater declines.

Regardless of the path that led to the present situation, Morrow County is in a position with its public health and economic development function to engage all parties. The opportunity for the County will be to effectively plan for and coordinate the anticipated funding resources to prioritize their use and maximize benefits, as discussed in the companion memorandum entitled “State of the Water: Overview of Nitrate Challenges for Domestic Well Users in Morrow County,” dated October 2023.

*This briefing paper was prepared by GSI Water Solutions, Inc., under contract with Morrow County.*



With enduring water quality issues, the County will need to take a more proactive and engaged role in addressing water quality.



## STATE OF THE WATER

# Overview of Water Quantity Challenges in Morrow County

October 2023

## Introduction

This briefing paper provides an overview of the major sources of water supply and the water quantity challenges affecting Morrow County, Oregon. Residents and businesses in the County depend on a variety of groundwater and surface water sources for water supply. The primary water supply is groundwater from basalt aquifers of the Columbia River Basalt Group and the alluvial aquifer. Sources of surface water supply include the Columbia River, Umatilla River, Willow Creek, and Butter Creek.

The Umatilla Basin in Oregon is facing significant long-term water quantity and quality issues that are affecting the environment, the health of Morrow County's residents, and the ability for the area to support existing and future agricultural and industrial operations as well as growing drinking water demands. State and local agencies, local water providers, landowners, and other stakeholders have been working under a regulatory framework and through voluntary activities to address these issues. Morrow County has committed to supporting actions and, where appropriate, taking on a leadership role to address these wide-ranging water issues. This briefing paper is part of a set of four State of the Water briefing papers prepared by the County to provide context for this effort and to help communicate with policymakers, local stakeholders, and the public as the County works to identify policies and actions on these water issues.

**Throughout Morrow County, the major sources of water supply are subject to a variety of restrictions on new appropriations (diversion or use of water from the natural streams or groundwater).** Except for use of the Columbia River during the winter months, development of new surface water supplies is not allowed. Water levels in the shallow and deep basalt aquifers have declined over the past 50 years. The capacity of the alluvial aquifer is variable, and there are water quality concerns surrounding the use of the shallow aquifer as a source of potable water supply (refer to companion briefing paper entitled "State of the Water: Overview Water Quality Challenges in Morrow County," dated October 2023).

### Key Takeaways

- ✓ Water levels in the shallow and deep basalt aquifers have declined significantly over the past 50 years. The capacity of the alluvial aquifer is variable, and the shallow aquifer has water quality concerns.
- ✓ Surface water from the Columbia River is plentiful, but the state severely restricts new appropriations during the irrigation season, and new water use permits during the fall and winter have limitations.
- ✓ Water users continue to rely on over-appropriated groundwater supplies, further compromising the resource and increasing pumping costs.
- ✓ To plan effectively, Morrow County will need to better understand unmet water supply needs and track those unmet needs on an ongoing basis.
- ✓ Morrow County has a potential opportunity to support the private water supply projects in the Umatilla Basin, including aquifer recharge, aquifer storage and recovery, and mitigation efforts.

## Groundwater

Groundwater levels in the basalt aquifers of the Columbia River Basalt Group and in the alluvial aquifer in certain areas began to show declines soon after development of groundwater for irrigation in the 1950s. The Oregon Water Resources Department (OWRD) has the authority to designate an area of the state as a Critical Groundwater Area (CGWA) or a Classified Area to address or prevent excessive groundwater declines. The designation is based on documentation of excessive groundwater quantity or quality declines, well interference, groundwater supply overdraws, or thermal issues within a specific groundwater reservoir. The designation of a CGWA allows OWRD to make corrective rules, including closing the area to any further groundwater appropriations and limiting the total amount of groundwater that may be withdrawn each year.

In response to the groundwater level declines, OWRD declared four groundwater administrative areas in Morrow County to regulate or restrict the use of groundwater. Of these four areas, the Ordnance Basalt, Ordnance Gravel, and Butter Creek areas were designated as CGWAs, and Ella Butte was designated as a Classified Area. The three CGWAs in Morrow County are regulated by the Umatilla Basin Program Rules (Oregon Administrative Rules [OAR] 690-507). These rules define an annual allocation process that limits groundwater pumping to a fraction of what is permitted under existing water rights. The Ella Butte Classified Area has similar restrictions on new appropriations. In general, except for small-scale exempt uses, it is not possible to obtain regulatory approval to pump groundwater throughout much of Morrow County. It should be noted that the Stage Gulch area was also declared a CGWA, but it is entirely in Umatilla County. While most of the same issues apply, it is not included in this paper.



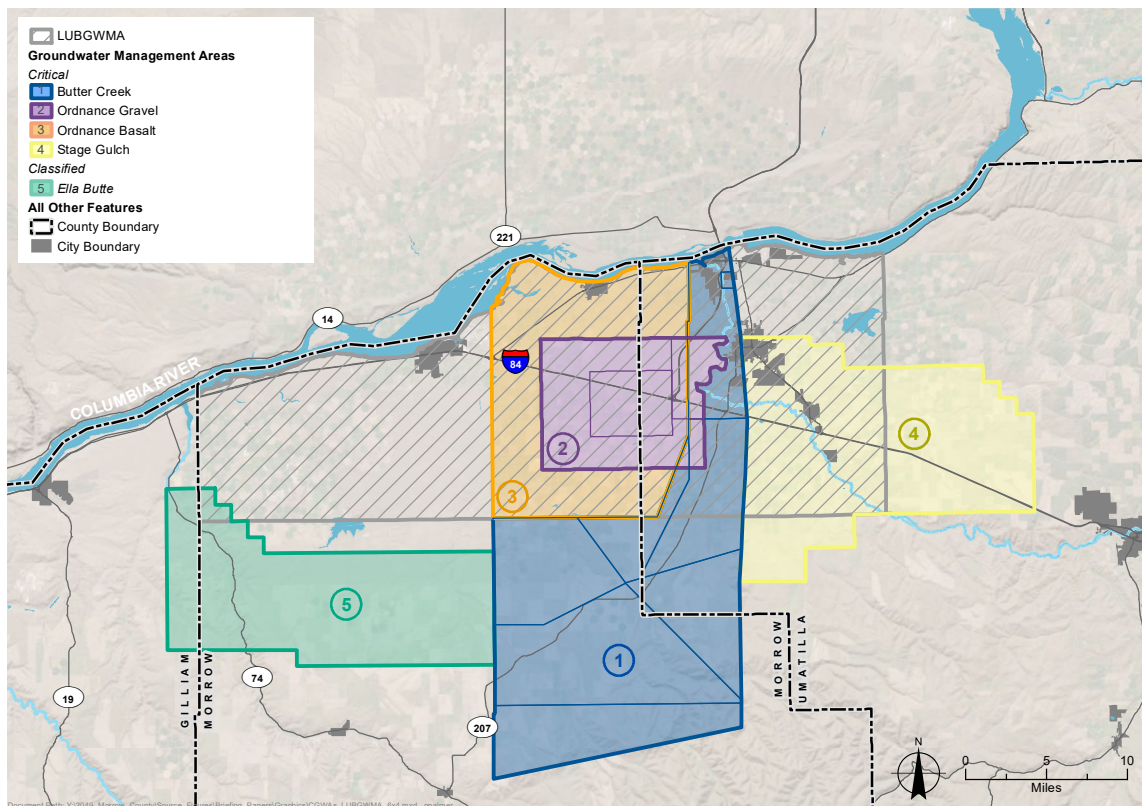
Well drilling (at Farm 4) for Port of Morrow

### Morrow County Groundwater Administrative Areas

*Note: Effective date is the when the administrative area was established to regulate groundwater withdrawals.*

Administrative Area	Effective Date	Affected Aquifer	Allowable Uses	Affected Area (square miles)
Ordnance Basalt Critical Groundwater Area	4/02/1976	Columbia River Basalt	Exempt uses only	175
Ordnance Gravel Critical Groundwater Area	4/02/1976	Alluvial Aquifer	Exempt uses only	82
Butter Creek Critical Groundwater Area	1/27/1986	Columbia River Basalt	Exempt uses only	274
Ella Butte Classified Groundwater Area	1/25/1990	Columbia River Basalt	Exempt uses only	151

## Location of the Critical Groundwater Management Areas



Note: The Lower Basin Umatilla Groundwater Management Area (LUBGWMA) is the groundwater management area declared by Oregon Department of Environmental Quality (DEQ) in response to elevated nitrate concentrations in groundwater. Refer to companion briefing paper entitled "State of the Water: Overview of Water Quality Challenges in Morrow County," dated October 2023.

Except for exempt uses of groundwater (see table below), the designation of these areas as CGWAs closed the aquifer within the respective boundaries of each CGWA to any new appropriations and established a sustainable annual yield for existing users of the resource. In Oregon, "exempt uses" of water refers to specific types of water uses that do not require a permit from OWRD. Most of the exempt uses have volume limits.

### Exempt Uses of Groundwater (Oregon Revised Statute 547.545)

Use	Allocation/Limit
<b>Statutorily Exempt Uses</b>	
Stock watering purposes	No daily volume limit
Irrigation (lawn or non-commercial garden)	0.5 acre from any well or water system (all groundwater use on one tax lot is considered one water system)
Single or group domestic	15,000 gallons per day
Industrial or commercial	5,000 gallons per day
Emergency firefighting	No daily volume limit
Down-hole heat exchange purposes	No daily volume limit
<b>Exempt Uses Specific to Morrow County (defined in the Umatilla Basin Program Rules)</b>	
Schools within the Butter Creek CGWA using water from the basalt aquifer	Watering lawns, grounds, and fields that are 10 acres or less

## Groundwater Level Trends

The following groundwater level trends in Morrow County illustrate the impacts of water use in the region.

### ORDNANCE CRITICAL GROUNDWATER AREAS

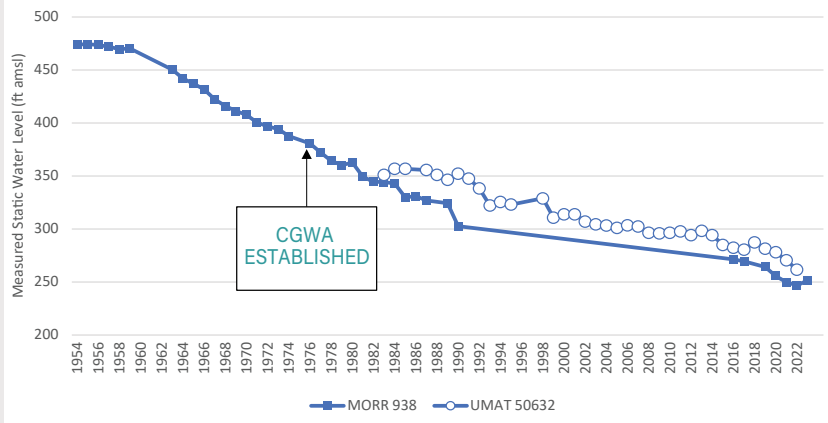
There are two CGWAs in the Ordinance area: the Ordinance Basalt CGWA and the Ordinance Gravel (alluvial aquifer) CGWA.

Within the Ordinance Basalt CGWA, two basalt aquifers have been identified: a “shallow” zone less than 400 feet deep and a “deep” zone between 400 and 900 feet deep.

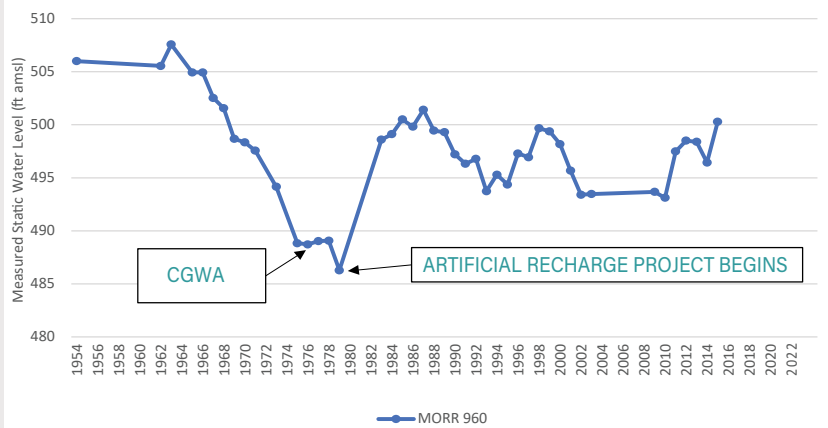
The former Umatilla Ordinance Depot is within the extent of the Ordinance Basalt CGWA. Since the 1950s, when groundwater development began in this area, the total groundwater decline in the deep basalt aquifer has exceeded 200 feet. Water levels for wells drilled into the shallow basalt aquifer show relatively stable trends and have declined less than 20 feet since the 1940s.

Groundwater levels in the Ordinance Gravel CGWA have stabilized over time with the implementation of the County Line aquifer recharge project.

Groundwater Levels in the Ordinance Deep Basalt Critical Groundwater Area



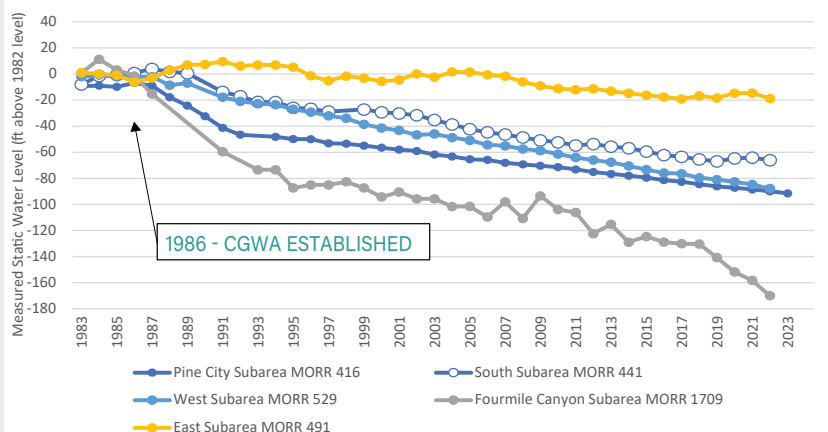
Groundwater Levels in the Ordinance Gravel Critical Groundwater Area



### BUTTER CREEK CRITICAL GROUNDWATER AREA

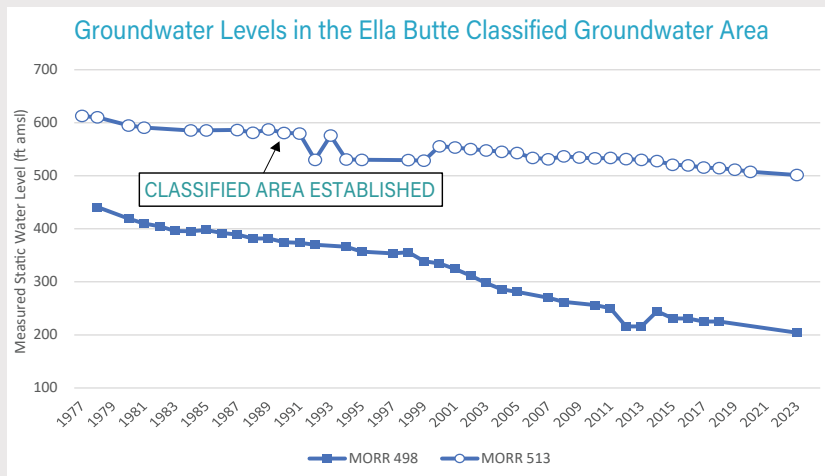
The Butter Creek CGWA is made up of predominantly basalt aquifers, some of which reach depths of more than 2,500 feet. Water levels in domestic and irrigation wells within the Butter Creek CGWA have declined since the 1950s. Regional studies indicate that water levels declined 100 feet or more from 1965 to 1980 in much of the area. Groundwater levels stabilized in the East Subarea following the establishment of the CGWA in 1986, but have continued to decline in the rest of the CGWA.

Groundwater Levels in the Butter Creek Critical Groundwater Area



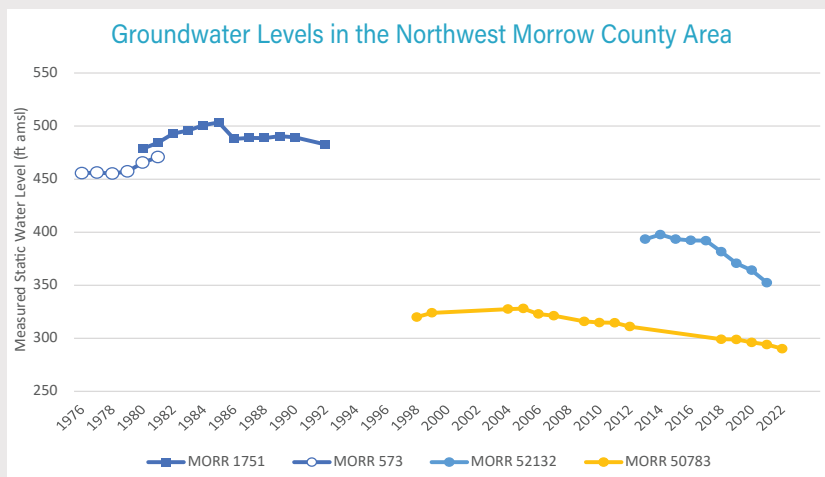
## ELLA BUTTE CLASSIFIED GROUNDWATER AREA

Groundwater development within the Ella Butte Classified Area began in the late 1960s. Due to groundwater declines, OWRD initiated CGWA proceedings in 1987, but no critical area was established. Instead, the area was restrictively classified for exempt uses only in 1990. No new groundwater permits can be issued within the Classified Area. Groundwater levels have declined 100 to 200 feet since wells began to be measured regularly in the 1970s.



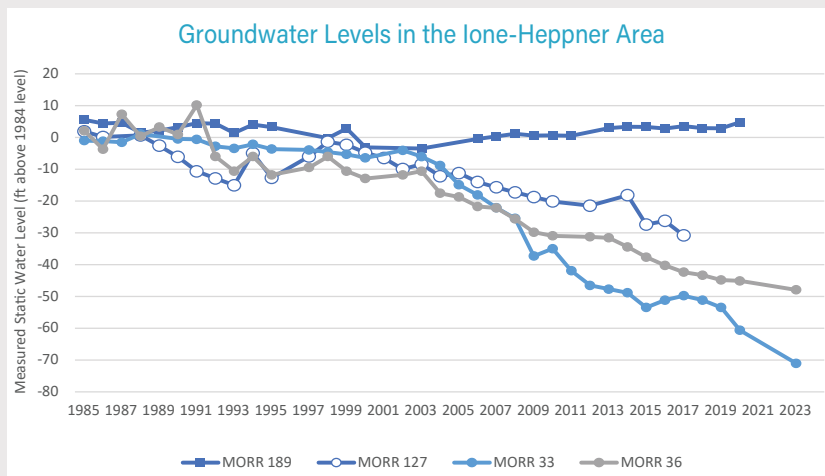
## NORTHWEST MORROW COUNTY AREA

The Northwest Morrow County area is outside of any restricted groundwater areas and is generally west of the Ordinance area. The publicly available record of groundwater level measurements in this area is inconsistent. This is attributable to less concentrated groundwater development and a lack of complaints of persistent groundwater declines. However, groundwater declines have been observed in wells in the area.



## IONE-HEPPNER AREA

The Ione-Heppner Area extends from Ione, south of the Ella Butte CGWA, to south of Heppner. Trends within this broad area are variable depending on the location and depth of the wells, but also show declining trends. Select wells shown in the chart (MORR 33 and MORR 36) are deep basalt wells west of Ione, and a deep basalt well south of Lexington (MORR 127). MORR 189 is a shallower basalt well south of Heppner.





## Surface Water

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Major sources of water supply in Morrow County include the Columbia River, Umatilla River (via West Extension Irrigation District canal), Butter Creek (in the vicinity of Pine City), and Willow Creek (in the western portion of the County).

### Columbia River

Water in the Columbia River is plentiful, with average flows of approximately 180,000 cubic feet per second measured at The Dalles. However, OWRD, in consultation with the Oregon Department of Fish and Wildlife (ODFW), applies special standards to new permit applications for the Columbia River above the Bonneville Dam. With few exceptions, OWRD does not allow new appropriations of water from April 15 to September 30 without mitigation consistent with ODFW's Fish and Wildlife Habitat Mitigation Policy. In effect, these rules have required new uses of water from the Columbia River during the irrigation season to provide an equivalent daily rate and annual volume of surface water mitigation from another source. Permanent mitigation has generally been difficult to obtain, which has, in essence, resulted in a moratorium on issuance of new water rights, negatively impacting agriculture, industry and municipalities.

In addition, new water use permits for October 1 through April 14 are typically conditioned to limit water use during periods when targets for Columbia River stage or temperatures have been missed. This has primarily affected the availability of water during October, limiting late-season use of the Columbia River under shoulder- and off-season water rights.

### Other Surface Water Sources

Except for the southwest corner of Morrow County along Rock Creek, the County is within the Umatilla Basin. The Umatilla Basin Program (OAR Chapter 690, Division 507) limits new uses of surface water from heavily appropriated streams. Butter Creek, Willow Creek, and the lower Umatilla River are generally closed to future appropriations, except for aquifer recharge or storage uses outside the low-flow season (late spring to early fall). These sources are also closed to new appropriations for commercial irrigation. These sources were developed early in the settlement of the region and are over-appropriated compared to existing uses.



## Key Issues/Impacts

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Water scarcity has important social, economic, and environmental consequences for Morrow County. Together, Morrow and Umatilla counties account for 19 percent of all agricultural sales in Oregon.<sup>1</sup> The challenge of obtaining regulatory access to year-round water supplies restricts opportunities for new investments in industry and agriculture and limits the ability to meet municipal and domestic water demands. While there have been some efforts to develop new water supplies, including aquifer storage and water reuse, the high capital costs of such projects have increased reliance on existing supplies.

As shown in groundwater level trend charts, over-appropriation of groundwater supplies has continued despite CGWA designations. Without alternative sources of water supply, water users have continued to rely on groundwater supplies, including through reallocation (i.e., transfer of water rights) to new uses. The resulting “race to the bottom” increases pumping costs for all users of the aquifer, as increased (hydraulic pumping) lift is required to pump groundwater from greater depths. This has also rendered some uses of groundwater uneconomical, as only higher-value crops can justify the increased pumping and operational costs.

Groundwater declines affect all users of the resource, putting domestic well users, particularly those with basalt wells, in competition with agricultural and industrial water users. The increased well depth required to access the declining basalt aquifer creates additional costs for domestic users to construct and maintain their wells. The increased cost of accessing the basalt aquifer could also close off potential solutions to high levels of nitrates in the shallower alluvial aquifer near population centers.

Finally, groundwater discharges to the lower reaches of surface water bodies provide a valuable source of cold-water inflows, particularly in late summer. As groundwater levels have declined, this source of cold water inflows has diminished and has effects on fisheries and the environment.

## Morrow County’s Opportunities to Address Water Quantity Challenges

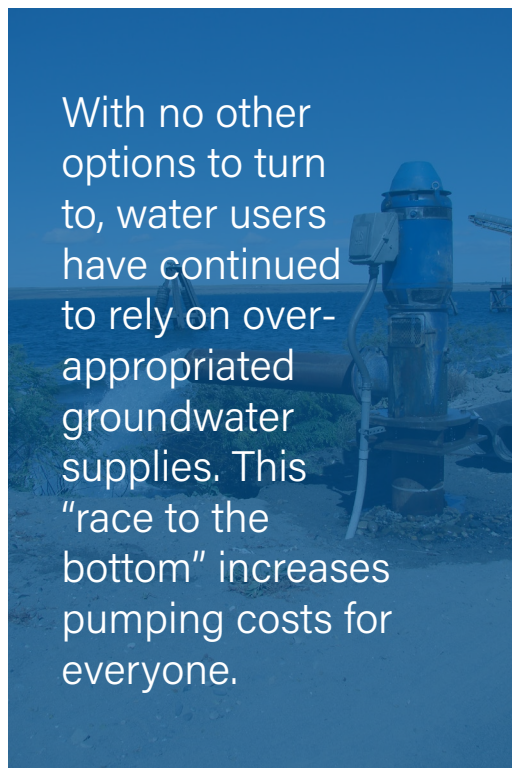
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Morrow County is one entity in a region with many water stakeholders and has not traditionally taken on a proactive water management role. However, it has an opportunity to facilitate progress in addressing water quantity issues in the region. A primary driver for this is Morrow County’s role to promote orderly growth while protecting and enhancing the environment.

In response to the challenge of obtaining regulatory access to new water supplies, investments in creative water supply solutions have found fertile ground in the Umatilla Basin, especially aquifer recharge and aquifer storage and recovery projects. **The Umatilla Basin Program specifically promotes aquifer recharge as a tool for supplementing municipal groundwater supplies and offsetting declining groundwater levels.**

The County Line Improvement District Ordinance Gravel Recharge Project—the longest-running aquifer recharge project in the area—was implemented in the late 1970s coincident with the CGWA designation for the Ordinance aquifers. This project uses water diverted from the Umatilla River via the Westland Irrigation District canal outside the irrigation season to recharge the Ordinance Gravel aquifer. This has reversed groundwater level declines in the Ordinance Gravel CGWA by offsetting the volume of water pumped for irrigation with winter recharge. Umatilla County is currently in the process of developing an expanded recharge project in the area using water from both the Umatilla and Columbia Rivers.

1. USDA National Agricultural Statistics Service. [https://www.nass.usda.gov/Data\\_and\\_Statistics/index.php](https://www.nass.usda.gov/Data_and_Statistics/index.php)



With no other options to turn to, water users have continued to rely on over-appropriated groundwater supplies. This “race to the bottom” increases pumping costs for everyone.

An initial feasibility study for deploying aquifer recharge on a larger scale was initiated in 2008. The feasibility study was a preliminary step toward a large-scale effort that envisioned 100,000 acre-feet of annual recharge, including through use of injection wells in deeper basalt aquifers. The feasibility study revealed that the capacity for recharge was lower than expected at 25,000 acre-feet per year. Furthermore, anticipated environmental benefits from raising aquifer levels and increasing discharge of groundwater to surface water bodies were less than predicted. However, smaller-scale aquifer recharge projects continue to be pursued within the Umatilla Basin. The Umatilla Basin Commission, which oversaw the initial pilot study, dissolved in 2013, and the Northeast Oregon Water Association took on the role of water management and water supply planning in the area.

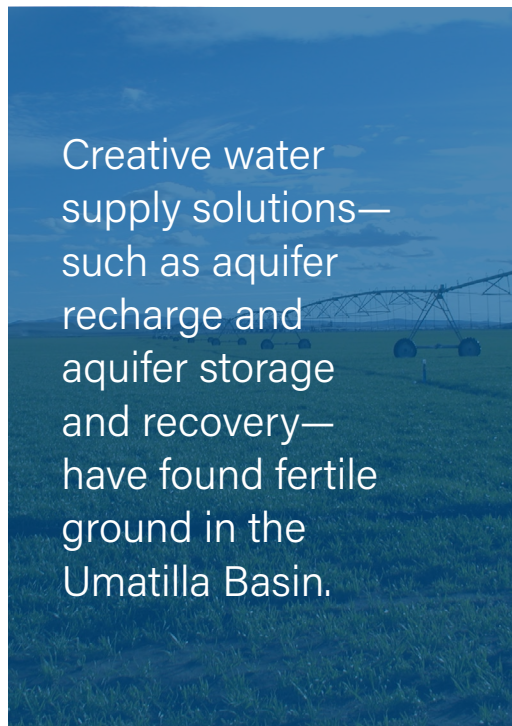
In addition to aquifer recharge and aquifer storage and recovery, there are two major surface water storage projects in Morrow County: Carty Reservoir south of Threemile Canyon and Willow Creek Lake near Heppner. Numerous small-scale water supply reservoirs are also in use throughout the basin.

Other pursuits of new water supply have focused on obtaining mitigation from upstream sources on the Columbia River. Northeast Oregon Water Association has taken a leading role in this ongoing work.

These are examples of opportunities to leverage and support the private water supply projects underway within the Umatilla Basin, including aquifer recharge, aquifer storage and recovery, and mitigation efforts. Given limited opportunities to develop new water supplies, it is also important to take a comprehensive look at unmet water supply needs and track those unmet needs on an ongoing basis for effective planning. With this information, Morrow County can assist water users in proactively developing water supply projects that create multiple benefits. Finally, OWRD is in the process of revising groundwater allocation rules statewide. It will be important to track these ongoing processes to understand how they may change OWRD's management of existing CGWAs, particularly considering continuing water level declines.

The accompanying briefing paper, "State of the Water: Addressing Water Quantity and Quality Challenges in Morrow County" (October 2023), includes other efforts that parties in the region have been implementing to help address water supply access and sustainability, and how Morrow County can support these efforts. The next steps for Morrow County in 2024 will include developing water-related policies and a roadmap for implementation consistent with the County's mission, responsibilities, and resources to help address the water quantity and water quality issues of the region.

*This briefing paper was prepared by GSI Water Solutions, Inc., under contract with Morrow County.*



Aquifer storage and recovery helps farmers in Umatilla County to meet irrigation needs.



## STATE OF THE WATER

# Overview of Nitrate Challenges for Domestic Well Users in Morrow County

October 2023

## Introduction

This briefing paper provides an overview of the challenges faced by domestic well users in Morrow County, Oregon, in regards to nitrate contamination in groundwater. Rural residents in Morrow County typically depend on groundwater from the alluvial and basalt aquifers for their water supply. Federal and state water quality regulations do not apply to private wells, and there are no criteria or standards for individual wells. **With limited regulatory oversight, domestic well users across Morrow County face significant financial and health risks, particularly from high nitrate concentrations in groundwater.**

The Umatilla Basin is facing significant long-term water quantity and quality issues affecting the environment, the health of Morrow County's residents, and the ability for the area to support existing and future agricultural and industrial operations and drinking water demands. State and local agencies, local water providers, landowners, and other stakeholders have been working under a regulatory framework and through voluntary activities to address these issues. Morrow County has committed to supporting actions and, where appropriate, taking on a leadership role to address these wide-ranging water issues. This briefing paper is part of a set of four State of the Water briefing papers prepared by the County to provide context for this effort.

The region has a decades-long history of trying to address water quantity and water quality issues affecting groundwater supplies. The state designated four Critical Groundwater Management Areas (CGWAs) in response to declining groundwater levels and the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) in 1990 in response to elevated nitrate concentrations in groundwater. These broader regional issues are described further in the companion briefing papers, "Overview of Water Quantity Challenges in Morrow County" and "Overview of Water Quality Challenges in Morrow County," dated October 2023.

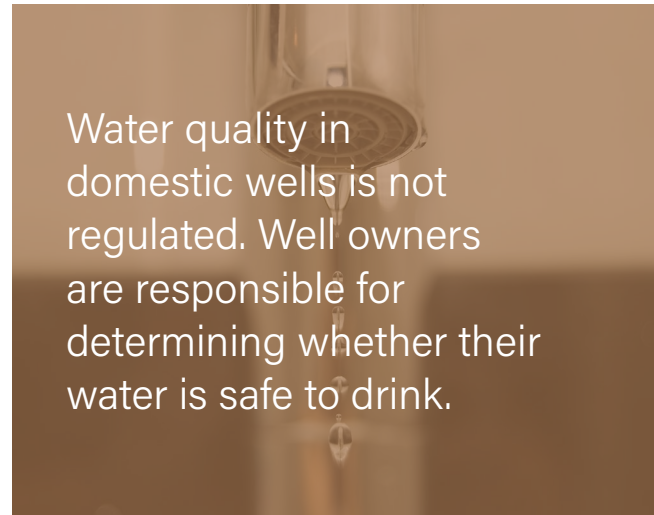
## Key Takeaways

- ✓ Some domestic well users are facing serious water quality issues, especially due to nitrate contamination from agriculture and landscaping, livestock waste, failing septic tanks, uncased and shallow wells, and food processing waste reuse.
- ✓ While regulatory agencies have a responsibility to raise awareness about safe drinking water, federal and state regulations do not apply to private wells and there are no standards for individual wells.
- ✓ Well owners are ultimately responsible for determining whether their water meets drinking water quality standards and whether it is safe to drink.
- ✓ Voluntary efforts have not been effective in reducing nitrate conditions to acceptable levels.
- ✓ Recent public pressure has increased attention and garnered urgency from government officials and regulatory agencies.
- ✓ Morrow County's objective is to use recent funding to expedite access to safe drinking water in the near term and maximize efforts to restore and protect the groundwater resource over the long term.

# Domestic Well Use and Regulation

Portland State University's (PSU's) Population Research Center estimated the population of Morrow County in 2022 at around 12,300. Slightly more than half of this population (54 percent) is concentrated in Boardman (~4,400) and Irrigon (~2,300), and 15 percent (~1,800) live in the smaller incorporated areas in southern and central Morrow County. An estimated 30 percent (~3,700) live in unincorporated areas throughout the County and can generally be assumed to use domestic wells for their source of water.

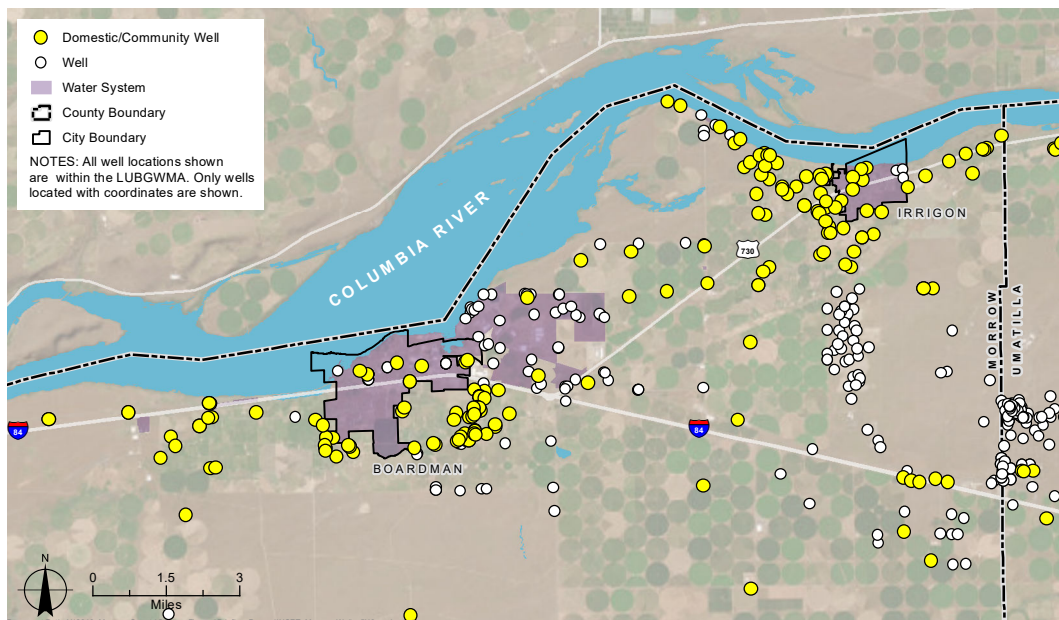
Domestic well water use is one of the exempt uses of groundwater that does not require a water use permit from the Oregon Water Resources Department (OWRD), as long as the water used for single or group domestic purposes does not exceed 15,000 gallons per day (per Oregon Revised Statute 537.545). Furthermore, water quality in domestic wells is not regulated. Well owners are responsible for determining whether their water meets drinking water quality standards and whether to drink it. The Oregon Department of Environmental Quality (DEQ), Oregon Health Authority (OHA), and local governments share responsibility to communicate awareness to the public and well owners about safe drinking water. Historically, the Oregon State University Extension Service has developed and shared educational materials about safe drinking water and domestic wells.



One challenge with domestic wells is that data on their location is inconsistent because many of these wells were constructed prior to state requirements for reporting. Currently, even though domestic wells do not require a water use permit, well drillers are required to record the construction of a well with OWRD and submit a well report with information on well construction details and location (with a map). Older reports typically do not have a map or location information.

Considering these limitations, OHA has estimated that there are approximately 400–500 domestic wells in the portion of the LUBGWMA within Morrow County. Larger concentrations of these wells are located near Boardman and Irrigon, where many small developments and rural residences exist. Morrow County estimates the LUBGWMA includes between 1,000 and 1,200 parcels with dwellings.

## Location of Wells in Northern Morrow County within the LUBGWMA



Current Well Count	
Total Wells in Morrow County	564
Total wells identified as domestic or community	182
Total wells in the LUBGWMA	2,765

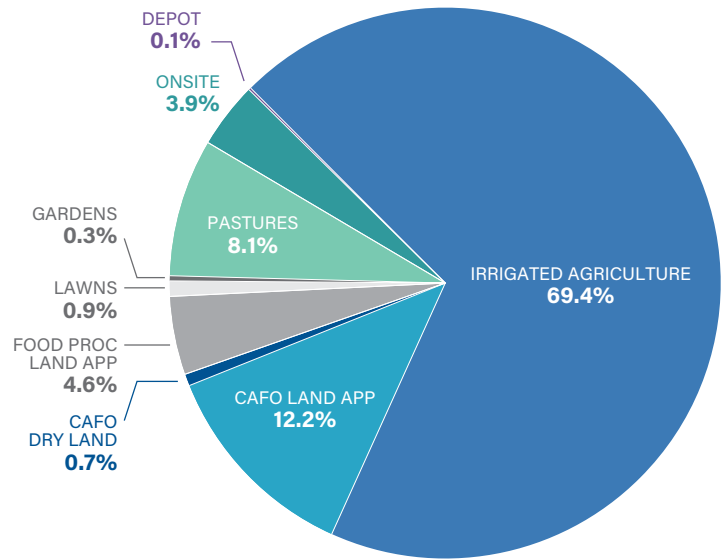
## Key Issues/Impacts

Domestic well users in Morrow County face both water quantity and water quality issues. Domestic wells in Morrow County rely primarily on the alluvial aquifer and deeper basalt aquifers as water sources. From a water quantity standpoint, all the CGWAs in Morrow County continue to allow new domestic wells (exempt uses). Major groundwater level declines have occurred primarily in the deeper basalt aquifers; however, as demonstrated by groundwater levels within the Ordance Gravel CGWA, the alluvial aquifers are also susceptible to over-pumping.

From a water quality standpoint, leaching and infiltration of contaminants from fertilizers used for agriculture or landscaping, livestock waste, failing septic tanks, small rural farms (40 acres or less), and food processing waste reuse pose a threat to groundwater. Most notably, these sources have led to elevated nitrate concentrations in some hot spots in the region. Additionally, poorly constructed or maintained wells and septic tanks on a homeowner's property or a nearby property can act as conduits for contaminants to reach groundwater.

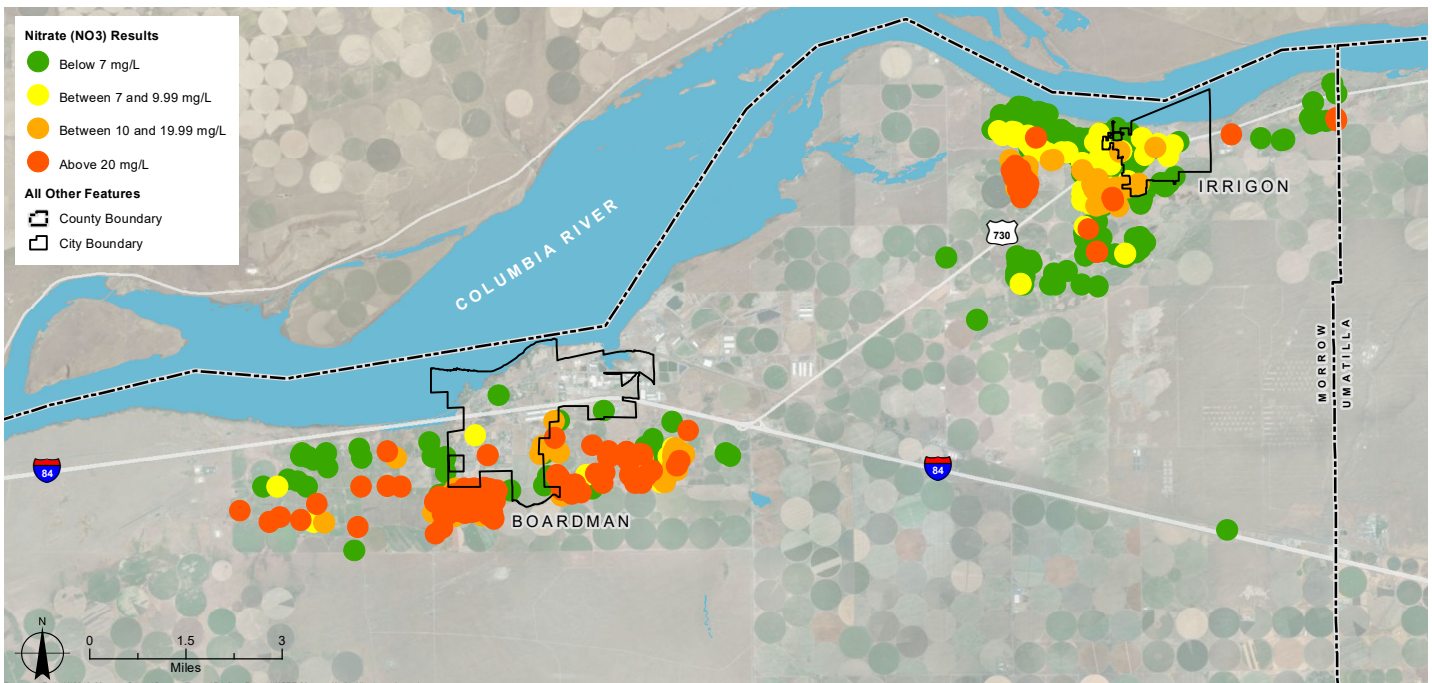
In response to high concentrations of nitrate in groundwater, DEQ declared the LUBGWMA in 1990 with the goal of reducing groundwater nitrate concentrations to below the trigger level of 7 milligrams per liter (mg/L). The LUBGWMA is overseen by the LUBGWMA Committee, which worked with DEQ to release the First Local Action Plan in 1997 and more recently the Second Local Action Plan in 2020. Both plans focused on voluntary efforts to reduce nitrate concentrations, but constraints on DEQ funding and resources resulted in a lack of action and implementation.

### Estimation of Nitrogen Leached to Groundwater



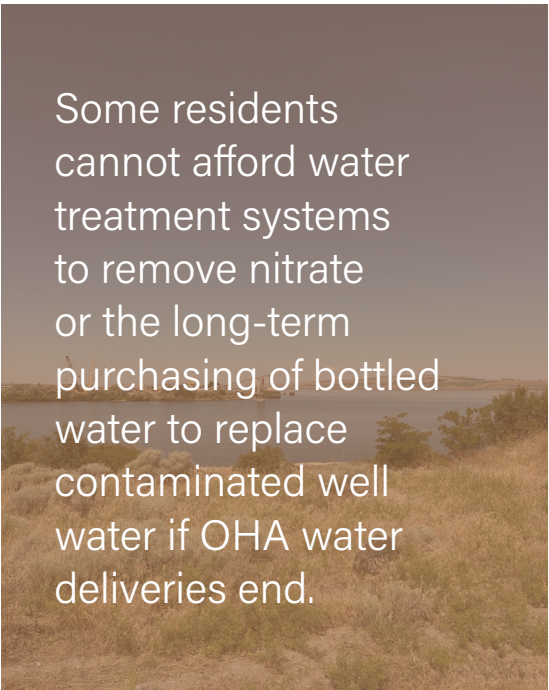
Source: Adapted from LUBGWMA Second Action Plan, 2020

### Well Testing Results for Nitrate Collected by Morrow County in Summer 2022



Consequently, nitrate levels have decreased in some areas and increased in other areas in the LUBGWMA, as documented in the Second Local Action Plan. In June 2022, amidst concerns about the lack of progress and continuing health risks to domestic well users, Morrow County issued an emergency declaration to test wells and provide bottled drinking water to residents with elevated nitrate concentrations in their wells. Water deliveries are continuing through a state-funded voucher program managed by OHA.

Morrow County has a relatively greater proportion of low-income residents than other parts of the state. These residents may be disproportionately affected by the nitrate issue, particularly those who cannot afford water treatment systems to remove nitrate or the long-term purchasing of bottled water to replace the use of a contaminated well if OHA water deliveries end. At the same time, Morrow County has higher annual birth rates and lower rates of health insurance than the statewide average. This is concerning because nitrate contamination poses potential health threats for infants and pregnant individuals, and residents may lack access to affordable treatment for resulting health issues.



Some residents cannot afford water treatment systems to remove nitrate or the long-term purchasing of bottled water to replace contaminated well water if OHA water deliveries end.

### Select Socioeconomic Characteristics

Sources: U.S. Census Bureau, Oregon Center for Health Statistics, and PSU.

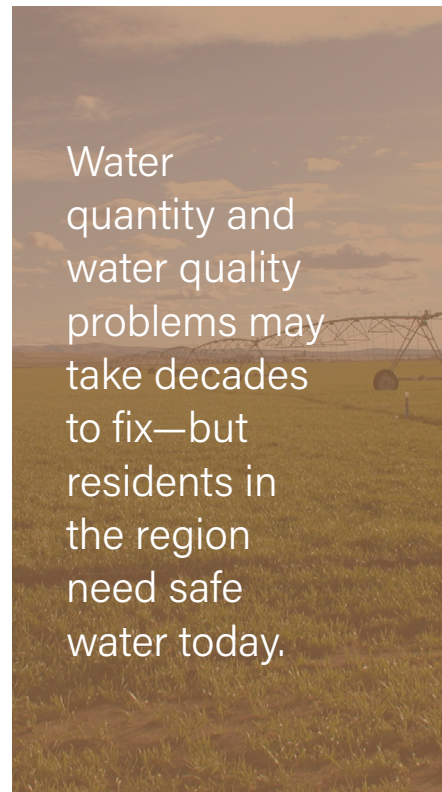
Characteristic	Oregon	Morrow County
Population	4,278,910	12,315
Median household income (2021)	\$70,084	\$61,659
Birth rate (per 1,000)	9.6	14.0
Percent of individuals without health insurance	7.3%	12.6%

## Opportunities to Address Domestic Well Challenges

Stakeholders placed a greater sense of urgency on regulatory agencies and government officials after the Second Local Action Plan concluded that nitrate levels had not improved in the LUBGWMA. Various stakeholders submitted a legal petition to the U.S. Environmental Protection Agency (EPA) in January 2020 for emergency action under the Safe Drinking Water Act to address the public health issues from nitrate contamination. EPA then required DEQ to develop “minimum components” of an adequate work plan to address the immediate public health risks. As mentioned above, in June 2022, Morrow County issued an emergency declaration to test domestic wells and provide bottled drinking water to residents with elevated nitrate concentrations in their wells. Many residents were also provided reverse osmosis systems to install in their homes, but their effectiveness has been limited for wells with higher concentrations. These events in turn have motivated government officials to authorize or commit funding (in the millions of dollars) to address the public health threats to domestic well users in the near term. For example, a U.S. Congressionally Directed Spending authorization was issued to investigate connecting domestic well users to existing community water systems in Morrow and Umatilla Counties. OHA was also given funding by the state legislature to conduct domestic well testing through a state voucher program, and the Governor’s office has committed to providing additional funds to aid efforts in the region.

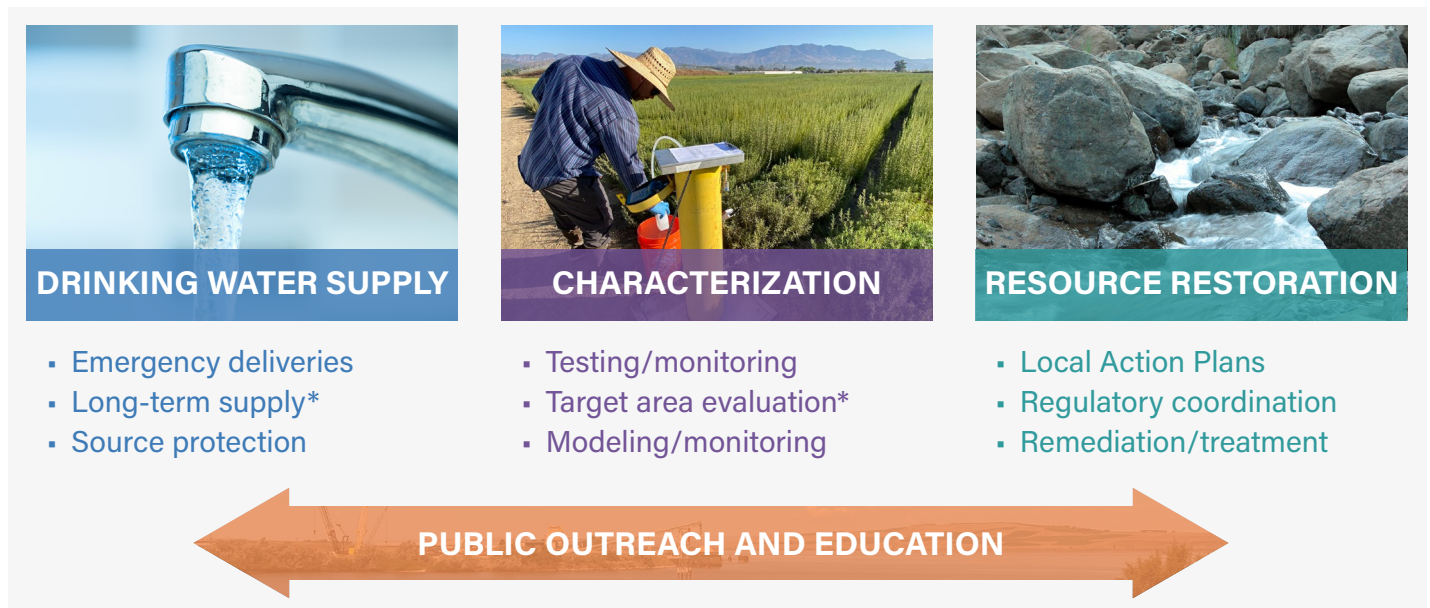
With its purview to address public health of county residents, Morrow County has taken the initiative to help facilitate or directly lead responses that have stemmed from these recent events. The County is now in the process of leveraging the attention and directing funding resources at solving the nitrate impacts to domestic well users. **Morrow County's objective is to prioritize use of the funding to expedite access to safe drinking water for its residents and maximize benefits to restoring and protecting the groundwater resource over the long term.**

Morrow County is looking to address the nitrate issue with a three-part approach: (1) securing safe drinking water supply for residents; (2) characterizing conditions of nitrate impact for near-term and long-term solutions; and (3) working toward long-term restoration of the groundwater resource in the LUBGWMA. These three parts are interrelated with public outreach and education focused on domestic well users and small landowners. Federal and state funding that has already been authorized or identified will focus on supporting emergency actions, including water delivery, point-of-use treatment, and continued testing. This early funding will also be used to evaluate the feasibility and planning for alternative water supplies for domestic well users and more in-depth characterization of nitrate "hot spots" or target areas to develop the appropriate mitigation and treatment. Some of the testing and hot spot evaluation will be used to aid the long-term efforts to develop programs for groundwater restoration and source water protection. The County is not responsible for restoring the groundwater resource but can help facilitate that effort.



The groundwater quality problems in the region developed over decades and will take years and perhaps decades to fix. However, residents in the region need safe drinking water today. The urgency and focused attention on the nitrate problem in the region has been a long time coming. The County hopes to use this opportunity not only to address the immediate needs, but also to plan for and facilitate long-term economical, equitable, and sustainable solutions to the nitrate problem through a collaborative approach and partnership among stakeholders and agencies.

**A three-part approach will be needed to help address the nitrate challenge:**



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

*This briefing paper was prepared by GSI Water Solutions, Inc., under contract with Morrow County.*





STATE OF THE WATER

Addressing Water Quantity and Quality Challenges in Morrow County

October 2023

Introduction

This briefing paper provides an overview of some projects<sup>1</sup> in the region intended to help address water quantity and water quality issues, and highlights opportunities for the County to support these efforts through policies, planning, and coordination.

The Umatilla Basin in Oregon is facing significant long-term water quantity and quality issues that are impacting the environment, the health of Morrow County's residents, and the ability for the area to support existing and future agricultural and industrial operations as well as growing drinking water demands.

The region has a decades-long history of trying to tackle its water quantity and water quality issues. The state designated four Critical Groundwater Management Areas (CGWAs) in response to declining groundwater levels and the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) due to elevated nitrates in groundwater.

1. For purposes of this paper, the term "projects" is used to refer to any formal effort or action to address water quantity and/or water quality issues that has had direct involvement by a state agency.

Key Takeaways

- ✓ Many projects have been developed by private individuals or groups in response to current or anticipated impacts to their operations from a lack of reliable water.
✓ Proponents of aquifer restoration projects have been well organized and willing to work together and advocate for their interests.
✓ Projects to address the nitrate and other groundwater quality and quantity issues have focused primarily on voluntary best management practices.
✓ To be successful, creative solutions and actions in the region must be well organized and funded and have regulatory flexibility.
✓ Morrow County has an opportunity to support the private projects underway in the Umatilla Basin, including aquifer recharge, aquifer storage and recovery, and mitigation efforts.

## Historical and Active Projects to Address Water Quantity and Quality Issues

Morrow County's Water Advisory Committee helped identify historical, active, and planned projects inventoried in this paper. The list of projects is not comprehensive but is representative of the projects that local agencies and irrigation districts, individual farmers, and cities have developed in response to the water quantity and/or quality issues in the region. The projects are grouped into the three categories, described below.

**Water Supply Reliability and Aquifer Restoration.** Investments in creative water supply solutions have found fertile ground in the Umatilla Basin, especially artificial groundwater recharge (AR) and aquifer storage and recovery (ASR) projects. Both types of projects can help restore declining groundwater levels by infiltrating or injecting surface water into the aquifer when water is available. AR can use wells or surface application of water for recharge, while ASR uses wells only. There are important regulatory permitting differences regarding source water permitting and the water quality requirements relative to the aquifer receiving the water. The earliest aquifer recharge project was started in the late 1970s and new projects continue today. One reason for their prevalence is that the state's Umatilla Basin Program<sup>2</sup> specifically promotes aquifer recharge as a tool for supplementing groundwater supplies and offsetting declining groundwater levels. There is also an economic incentive, especially for the agriculture community, to improve the reliability of water supply to meet current and future irrigation needs. Finally, proponents of aquifer restoration projects have been well organized and willing to work together and advocate for their interests. The lead agency permitting these projects is Oregon Water Resources Department (OWRD).

**Water Quality Best Management Practices.** Despite the designation of the LUBGWMA more than 30 years ago, no nitrate cleanup or remediation projects have been implemented in the region. Projects to address the nitrate and other groundwater quality issues have focused primarily on voluntary best management practices and education and outreach related to the LUBGWMA action plans (refer to the briefing paper "State of the Water: Overview of Water Quality Challenges in Morrow County"). While the LUBGWMA is managed through Oregon Department of Environmental Quality (DEQ), the regulatory framework for Groundwater Management Areas centers on Oregon Department of Agriculture's (ODA's) Agricultural Water Quality Management Program, which also focuses on voluntary water quality best management practices. Implementation of these projects and recommendations have been limited by lack of funding and staff.

2. Basin programs are administrative rules which establish water management policies and objectives, and which govern the appropriation and use of the surface and groundwater within each of the Administrative Basins defined by the State of Oregon.



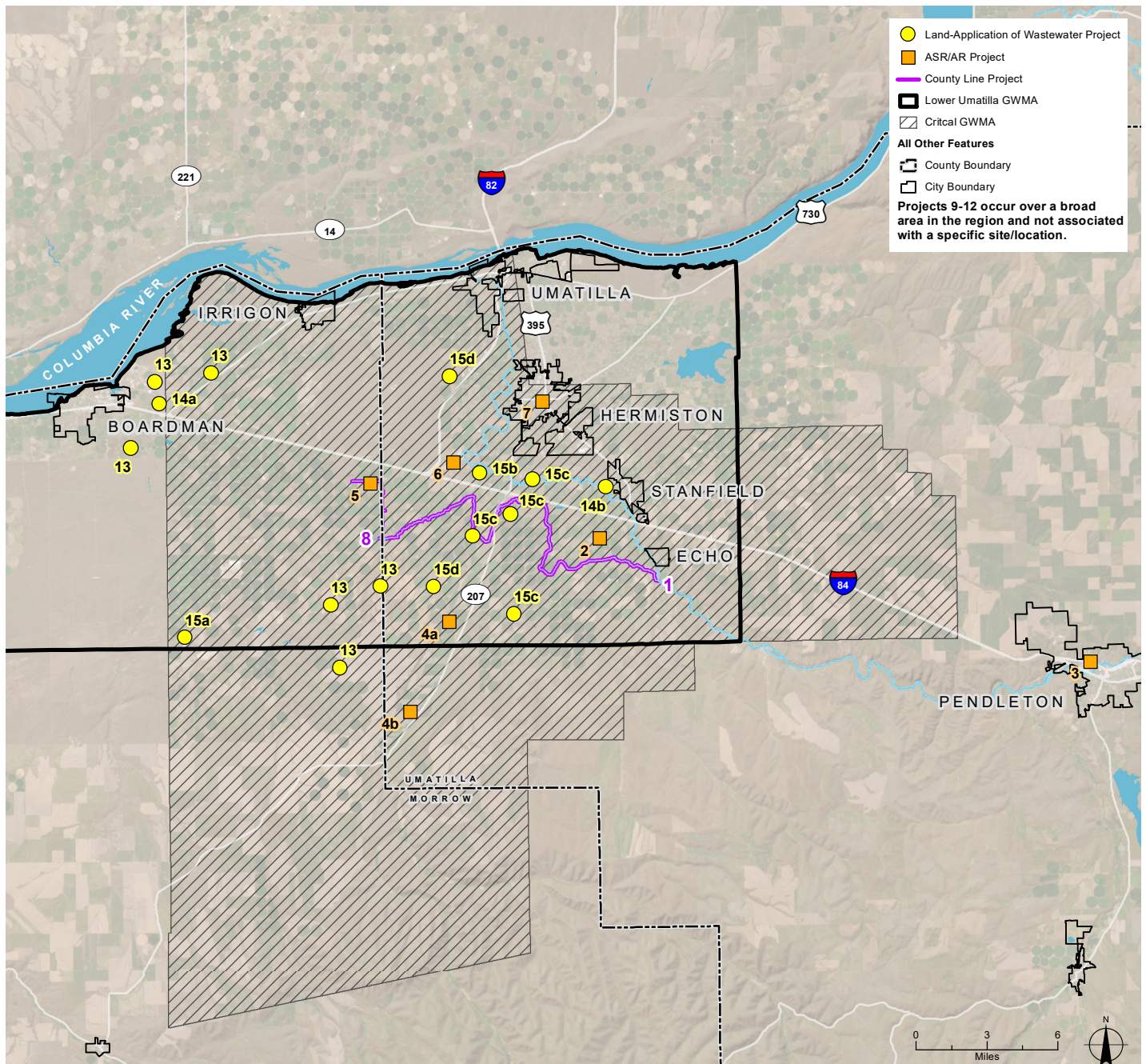
Proponents of aquifer restoration projects have been well organized and are willing to work together and advocate for their interests.



**Water Reuse/Land Application of Wastewater.** Land application of wastewater is a method of disposing of and treating wastewater by spreading it to tracts of land. These projects are permitted as Water Pollution Control Facilities (WPCFs) by DEQ. In the region, WPCFs are operated by the Cities of Boardman and Stanfield, the Port of Morrow, and several agricultural and food processing facilities. Land application is a relatively cost-effective way to manage wastewater, especially in areas where large parcels of land are available. A major advantage of the land application approach for the region is that the water can be recovered and later used as a source of nutrient-rich irrigation water. It also provides aquifer recharge benefits. A major disadvantage is the risk of additional loading of nutrients and other constituents to groundwater if permitted requirements of the WPCF are not met. In fact, the 2020 LUBGWMA Local Action Plan estimated that land application operations contribute nearly 5 percent of the nitrogen leached to groundwater.

The map below and the table on the following page provide an overview of each project. A companion table to this paper includes additional descriptions for each project.

### Location of Groundwater Management Areas and Representative Water in the Region



## Inventory of Projects Addressing Water Issues in the Umatilla River Basin Region

No.	Lead Entity	Start Year and Status	Type and Objective
<b>Water Supply Reliability and Aquifer Restoration</b>			
1	County Line Water Improvement District	1977 Operational	Artificial groundwater recharge (AR) of alluvial aquifer using Umatilla River water in canal.
2	Echo Meadows	2001 Not operational	Artificial recharge of alluvial aquifer with increased flow of cool groundwater back to the river.
3	City of Pendleton	2003 Operational	ASR wells to help meet summer water demands and reduce declining groundwater levels.
4	(a) McCarty Ranch (b) Madison Ranches	2006 Operational	AR and ASR is used to recharge the basalt aquifer and use stored water for irrigation
5	Umatilla Basin Water Coalition/Umatilla Basin Water Commission	2008 Completed	Feasibility assessment of using AR for the shallow alluvial aquifer and ASR to inject into deeper basalts to benefit both instream and irrigation uses.
6	Umatilla County and Westland Irrigation District	2017 Initial testing completed	Program to improve water delivery and supply reliability to district users, improve conservation, and support groundwater recharge using Columbia River water.
7	City of Hermiston	2021 Feasibility	Feasibility assessment of using ASR to meet summer water demands and reduce declining groundwater levels.
8	West Extension Irrigation District	Ongoing	Piping of open canals and ditches and conversion of flood irrigation to sprinkler irrigation to improve efficiency.
9	Morrow Soil & Water Conservation District (SWCD)	2023 In development	Grant application to use ASR to serve approximately 30 growers during the summer.
<b>Water Quality Improvement Projects</b>			
10	Morrow SWCD	2023 In development	Inventory of sprinkler system and rotation of irrigated crops to develop best management practices.
11	Oregon Health Authority (OHA)	2023 Operational	Vouchers for domestic well testing for nitrate concentrations and home treatment systems or water deliveries. This was built on the testing, treatment, and water delivery efforts initiated by Morrow and Umatilla Counties, Oregon Rural Action, and OHA in 2022.
12	Morrow SWCD	2024 In development	Technical assistance, education and outreach, and project implementation covering the LUBGWMA.
<b>Water Reuse/Land Application of Wastewater (Water Pollution Control Facilities)</b>			
13	Port of Morrow	Operational (1986)	Water reuse and land application program under a DEQ WPCF permit supplementing irrigation at participating farms.
14	Municipal WPCF permits	2020 Operational	WPCF land application of treated wastewater for (a) the City of Boardman and (b) the City of Stanfield.
15	Non-municipal WPCF permits	2015 Operational	WPCF land application of process wastewater for: (a) Olam West Inc., (b) Shearer's Foods, (c) JR Simplot Farm, and (d) Lamb Weston Farm.

## Project Spotlights

Additional details for two of the longest operating projects in the region are presented below. Both projects are intended to bring a combination of water quantity and water quality benefits but have faced implementation challenges. The summaries below highlight opportunities and lessons for implementing other projects in the region.

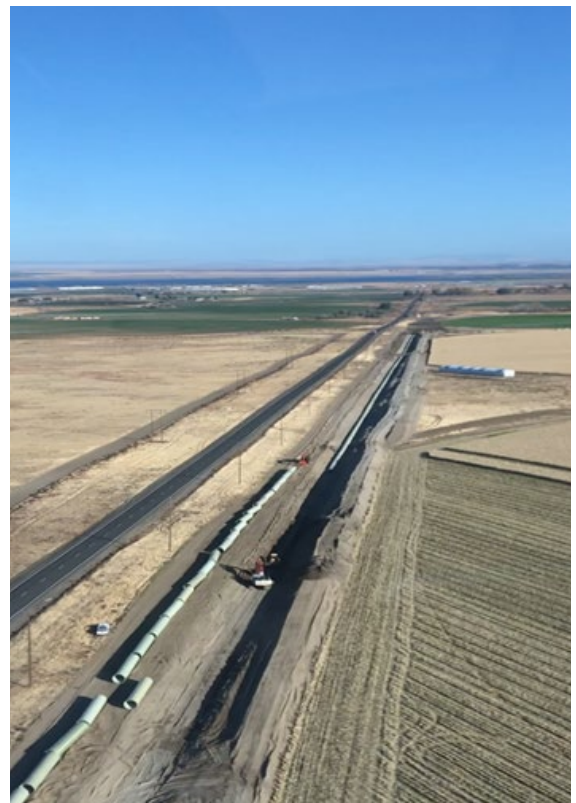
### Umatilla Basin Aquifer Restoration

**Project Objective:** The County Line Water Improvement District project (Project 1 in the inventory) was developed in 1977, one year after the Ordinance Gravel CGWA was designated. In the mid-2000s, a broad stakeholder group wanted to build on the success of this project. The original County Line project used the Umatilla River as a source for aquifer recharge, while the subsequent expansion of the approach looked to the Columbia River. ***The objectives of the subsequent projects (Projects 2, 5, and 6) center on long-term water sustainability and aquifer restoration to address curtailment of groundwater while doing no harm to the Columbia River and optimizing use of recovering aquifers for the region's priorities.***

**Project Description:** In 2009, the initial feasibility study of the Umatilla Basin Aquifer Restoration (Project 5 in the inventory) was completed by the Umatilla Basin Water Coalition. The study evaluated the feasibility of using AR for the shallow alluvial aquifer and ASR to inject water into deeper basalts to benefit both instream and irrigation uses. After the feasibility study was completed, members of the Coalition formed the Umatilla Basin Water Commission to lead project development. This Stage 1 work envisioned a large-scale effort of annual recharge, but testing and preliminary engineering revealed that the capacity for recharge was much lower than expected (25,000 vs. 100,000 acre-feet per year). Furthermore, anticipated environmental benefits from raising aquifer levels and increasing discharge of groundwater to surface water bodies were less than predicted. Finally, the regulatory and legal review found that the Umatilla Basin Water Commission lacked authority to operate a banking and marketing program (namely, authorizing allocations of the stored water to individual water users).

**Project Status:** These project limitations led to the formation of the Columbia River Umatilla Solutions Task Force (CRUST) in 2013 to help address the issues identified from the Stage 1 work. CRUST developed revised options and consensus solutions, with an action plan based in part on consolidating previous regional water planning efforts in the basin. Later that year, the Umatilla Basin Water Commission was dissolved, and the Northeast Oregon Water Association (NOWA) was formed to represent the local water users and work toward implementing the CRUST action plan. NOWA has since been coordinating efforts to implement the plan, including developing a targeted list of pilot projects and seeking and managing funding for construction—key among them is the Ordinance Regional Water Supply and Aquifer Restoration project (Project 6 in the inventory).

**Opportunities and Lessons:** The Umatilla Basin Aquifer Restoration effort did not turn out as expected from its early implementation, but the significant time and money invested in the effort has yielded continued strong collaboration among the diverse stakeholders; significant data to understand and characterize the water resources of the region; and a consensus strategy and action plan that NOWA is continuing to implement. Major hurdles continue to be lack of funding and legal and regulatory mechanisms to address water banking limitations.



Pipeline segment for Ordinance Regional Supply

## Port of Morrow Land Application and Water Reuse Program

**Project Objective:** The Port of Morrow (Port) operates a land application program that uses industrial wastewater from Boardman Industrial Park in Morrow County. *The program benefits food processors and industrial producers by helping them manage their wastewater and benefits local farmers by supplying low-cost, nutrient-rich irrigation water.*

**Project Description:** DEQ first issued the Port a WPCF permit in 1986, with expansions occurring several times over the years as new lands were added to the program. The Port receives industrial wastewater from food processors and other industrial flows (e.g., cooling water). This process wastewater is pumped into storage lagoons and then distributed to local farms for irrigation, beneficially reusing around 3 billion gallons of water annually. Some land application occurs on farmland adjacent to the industrial park, and some occurs at other sites approximately 15 miles southeast of Boardman. Farms participating in the program use the process wastewater to meet a portion of their crop water demands but continue to use other sources for irrigation. The compounding effects of the nitrate in the process water and already elevated nitrate concentrations in regional groundwater from irrigation wells can make managing nitrate loading as required by the WPCF permit challenging.

The Port's permit requires an Operations, Monitoring, and Management Plan that covers loading rates, fertilizer timing, and crop rotations. As part of the WPCF permit requirements, the Port also tests and documents the water quality of the wastewater it receives, and operates a water quality monitoring well network for the land application sites.

**Project Status:** DEQ has fined the Port previously for overapplying wastewater in certain times and areas that exceed nitrate loading rates allowed under the permit. To address excess nitrate loading, the Port acquired more land to spread out the application area, upgraded infrastructure to allow delivery of more low-nitrogen surface water for irrigation, and expanded winter storage capacity. The Port has also worked with its industrial customers to reduce wastewater flows and nitrogen loads.

DEQ issued a modified WPCF permit to the Port in November 2022. Changes included adding more land application acreage and eliminating land application during the winter, so wastewater received outside of the irrigation season must be stored until the spring. The Port has also planned more than \$500 million in new infrastructure projects to reduce nitrate loading. Planned projects include expanding the application area, separating wastewater streams, installing anaerobic digesters to treat wastewater by November 2023, installing oxidation treatment ditches by 2025, constructing additional storage capacity by 2026, and cleaning up an existing storage lagoon to add capacity by 2027.

**Opportunities and Lessons:** The new permit conditions, additional acreage, and significant investments in storage and treatment infrastructure are anticipated to reduce the Port's contribution to nitrate loading in the LUBGWMA while maintaining the benefits of the land application program. The Port has secured federal loans for the infrastructure improvements, but ongoing funding and aggressive schedules are key challenges for the Port. Over the long term, a key issue will be to maintain careful monitoring and collaboration with the farmers to understand loading parameters (crop types and use of other water sources) to ensure that all permit requirements are met.



Storage lagoon from the Port of Morrow's land application system

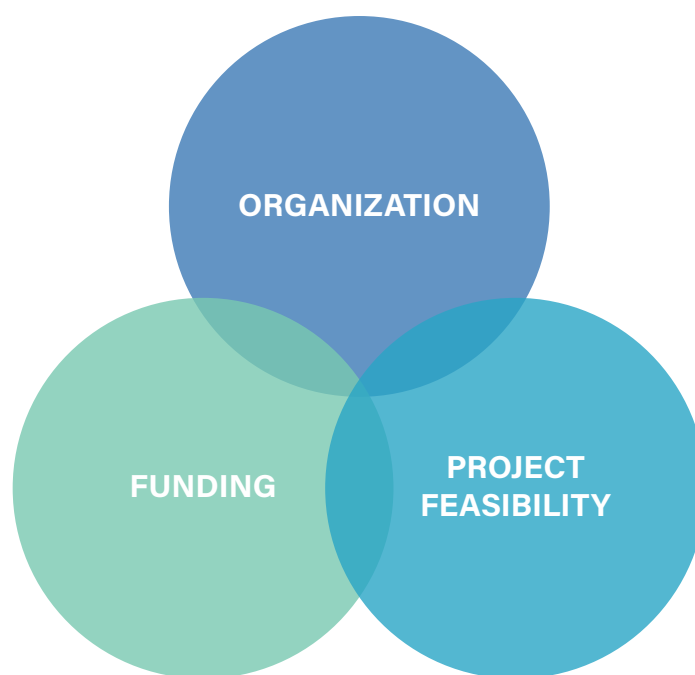
## Morrow County's Opportunities to Support Projects

Morrow County's purview is to promote orderly growth while protecting and enhancing the environment, and to support healthier community through information, advocacy, and services. While Morrow County has not traditionally taken on an explicit and proactive water management role, it is now committed to facilitate progress toward addressing water quantity and quality issues in the region.

Many water users, including cities, individual farmers, and private industry in the region have engaged in trying to address water issues, as demonstrated by the projects described in this paper. The opportunities and lessons from the projects reviewed in this paper highlight some common critical needs for water projects in the region to be successful:

- **Organization:** A project needs to have a long-term vision and capacity to organize and implement a strategy/plan. Water issues take a long time to address and a stable organization is needed to facilitate collaboration among stakeholders, educate, lobby, and secure funding.
- **Funding:** Funding is needed not only for technical studies, planning/design, and construction, but also to support permitting and regulatory oversight. Regulatory agencies must compete for funding and can struggle to fulfill their regulatory responsibilities, which are critical for water security.
- **Project Feasibility:** Technical feasibility is critical to the success of a project, and a key aspect of that is to meet regulatory requirements. Proponents of regional-scale and outside-of-the box projects (e.g., water banks) will need to work within the regulatory framework. There also needs to be effective inter- and intra-agency coordination and willingness to work creatively with the project proponents to try and resolve regulatory limitations.

### LONG-TERM PROJECT SUCCESS



Morrow County recognizes its role in supporting these project needs. The County is positioned to help create management entities, establish funding mechanisms, and coordinate lobbying efforts for state funding and state agency assistance. In addition, the County is positioned to support the domestic well user community. While domestic well users can benefit broadly from any improvements in groundwater conditions, they have generally not been the targeted benefactors for water projects to date. The petition to EPA for Emergency Action in 2020 and the Morrow County emergency declaration in 2022 to address the nitrate issue have brought long-needed attention and focus to this community of water users. This, in turn, is an opportunity to leverage the attention to help move other water projects forward.

The next steps for Morrow County in the coming year (2023–2024) are to develop water-related policies and a roadmap for implementation that is consistent with the County's responsibilities and resources to help address the water quantity and water quality issues of the region.

*This briefing paper was prepared by GSI Water Solutions, Inc., under contract with Morrow County.*



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

(For BOC Use)
Item #

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

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

Date submitted to reviewers:
Requested Agenda Date: 10/18/2023

Amendment to Health Officer Contract

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

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

Reviewed By:

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

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

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



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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## 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.



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

(For BOC Use)
Item #
59

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

Presenter at BOC: Jaylene Papineau & Kevin Ince
Department: Treasurer & Finance
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 9/26/2023
Requested Agenda Date: 10/4/2023

Investment Policy & Resolution No. R-2023-24

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)**

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

The Morrow County Investment Policy hasn't been updated since 2019. I have had our Investment Committee, our contracted Investment Advisors and the Oregon Short Term Fund Board look over this updated Investment Policy prior to submitting to the Board of Commissioners for review and adoption.

**2. FISCAL IMPACT:**

Maintaining sufficient liquidity to meet operating requirements and provide investment income to supplement County revenue.

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

Board of Commissioners to adopt the updated Investment Policy & Resolution No. R-2023-24 as presented.

Attach additional background documentation as needed.

**Morrow County**  
**INVESTMENT**  
**POLICY**

2019

**Purpose**

The purpose of the Investment Policy of Morrow County is to establish the parameters within which funds are to be invested by Morrow County. Morrow County is a County whose purpose is to continue to provide an ongoing stability of funding for necessary county government programs. This policy formalizes the framework, pursuant to ORS 294.135, for Morrow County's investment activities to ensure effective and judicious management of funds within the scope of this policy. These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

**Governing Authority**

Morrow County's investment program shall be operated in conformance with the Oregon Revised Statutes and applicable Federal Law. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

Maximum investment maturities under this policy are 60 months. As required, this investment policy has been submitted to the Oregon Short Term Board for comment prior to approval by the Morrow County Board of Commissioners.

**Scope**

The provisions of this policy shall apply to all investible funds and the financial assets of all funds. Restricted and excluded funds include employees' retirement funds, deferred compensation plans, and others not covered by this policy. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$5,000,000.00 and \$25,000,000.00. Earned income shall be allocated to the contributing funds in accordance with generally accepted accounting principles. The goal for the County funds is to earn market yields from prudent investments, while minimizing risks and maintaining sufficient liquidity to meet cash demands.

**General Objectives**

The County's principal investment objectives, in order of priority, are:

**1. Preservation of Invested Capital**

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

**2. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all reasonable anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

### **3. Return**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity.

## **Standards of Care**

### **1. Prudence**

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.

The "prudent person" standard states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

### **2. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal investment transactions with the same individual with whom business is conducted on behalf of Morrow County. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

### **3. Delegation of Authority and Responsibilities**

#### **i. Governing Body**

The County's Board of Commissioners will retain ultimate fiduciary responsibility for invested funds. The investment program shall be operated in conformance with the Oregon Revised Statutes and applicable Federal Law. Specifically, this investment policy is written in conformance with ORS 294.035, 294.040, 294.052, 294.135, 294.145, and 294.810. All funds within this scope of this policy are subject to regulations established by the State of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

#### **ii. Delegation of Authority**

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the Morrow County Treasurer, hereinafter referred to as Investment Officer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment

Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

**iii. Investment Committee**

There shall be an Investment Committee established. The committee will consist of Morrow County Commissioners, the Investment Officer, and the Budget Officer. The committee is to provide guidance to the Investment Officer and monitor investment policy compliance. The committee will meet every six months or more often if deemed necessary by all parties involved.

**Transaction Counterparties and Depositories**

**1. Broker/Dealers**

The Investment Officer shall determine which broker/ dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
  - A. Be registered with the Securities and Exchange Commission (SEC);
  - B. Be registered with the Financial Industry Regulatory Authority (FINRA).
  - C. Provide most recent audited financials.
  - D. Provide FINRA Focus Report filings.
  
- ii. Approved broker/dealer employees who execute transactions with Morrow County must meet the following minimum criteria:
  - A. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
  - B. Be licensed by the State of Oregon;
  - C. Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.
  
- iii. The Investment Officer may want to establish policy for engaging broker/dealer firms and registered representatives that is more restrictive than stated in this policy. Additional requisites or due diligence items may include:
  - A. Positive references from a least three other local government clients.
  - B. As part of the periodic due diligence review, inquiries with other local government clients with regard to their recent experiences with broker/dealer firms or registered representatives and any change in relationship status.
  - C. Requirement that approved registered representatives provide notification within 30 days of any formal investigations or disciplinary actions initiated by a federal or state regulator.

- D. Requirement that prospective registered representatives have an established history of advising local governments with similar amounts of assets under management.
- iv. Periodic (at least annual) review of all authorized broker/dealers and their Respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:
- A. Pending investigations by securities regulators.
  - B. Significant changes in net capital.
  - C. Pending customer arbitration cases.
  - D. Regulatory enforcement actions.

Professional conduct, regulatory filing history, and registration status for any registered broker/dealer firm or for an individually registered representative can be researched at the FINRA website using the FINRA Broker Check service:

[www.finra.org/investors/ToolsCalculators/BrokerCheck/](http://www.finra.org/investors/ToolsCalculators/BrokerCheck/)

Additional information (including state-issued enforcement orders) on brokers and registered representatives licensed by the State of Oregon may also be obtained from the Oregon Department of Consumer and Business Services Division of Finance and Corporate Securities:

[www.cbs.state.or.us/external/dfcs/](http://www.cbs.state.or.us/external/dfcs/)

**2. Depositories**

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

**3. Competitive Transactions**

- i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least two separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.
- iv. If an investment adviser provides investment management services, the adviser must retain documentation of competitive pricing execution on each transaction and provide upon request.

**Administration and Operations**

**1. Delivery vs. Payment**

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in Morrow County's safekeeping institution prior to the release of funds.

**2. Third-Party Safekeeping**

Securities will be held by an independent third-party safekeeping institution selected by Morrow County. All securities will be evidenced by safekeeping receipts in Morrow County name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.



### 3. Internal Controls

The Investment Officer and the Board of County Commissioners are responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the Investment Officer.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- i. Compliance with Investment Policy
  - ii. Control of collusion
  - iii. Custodial safekeeping
  - iv. Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary
  - v. Clear delegation of authority to subordinate staff members
  - vi. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
  - vii. Staff training
  - viii. Review, maintenance and monitoring of security procedures, both manual and automated.
4. An external auditor shall provide an annual independent review to assure compliance with Oregon State law and Morrow County policies and procedures.

### Suitable and Authorized Investments

#### 1. Permitted Investments

The following investments are permitted pursuant to ORS 294.035, 294.040, and ORS 294.810: *(Note: Permitted investments may be more restrictive than ORS 294.035 and 294.810)*

- US Treasury Obligations: U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest.
- US Agency Obligations: Senior debenture obligations of US federal agencies and instrumentalities or U.S. government sponsored enterprises (GSE).
- Oregon Short Term Fund.
- Corporate Indebtedness
  - (1) Commercial Paper issued under the authority of section 3(a) 2 or 3(a)3 of the Securities Act of 1933.
  - (2) Corporate Bonds
- Repurchase Agreements
- Municipal Debt: Lawfully issued debt obligations of the agencies and instrumentalities of the State of Oregon and its political subdivisions. Lawfully issued debt obligations of the States of California, Idaho, and Washington and the political subdivisions of those states.
- Bankers Acceptances

- Qualified Institution Time Deposits/Savings Accounts/Certificates of Deposit

A list of Investments allowed under ORS294-040 and 294.810 may be found on the Oregon State Treasury website at the following links:

[www.ost.state.or.us/Services/LocalGov/Summary.of.Liquid.Investments.asp](http://www.ost.state.or.us/Services/LocalGov/Summary.of.Liquid.Investments.asp)  
[www.ost.state.or.us/Services/Sample.Investment/link.V.I.as.p](http://www.ost.state.or.us/Services/Sample.Investment/link.V.I.as.p)

## 2. Approval of Permitted Investments

If additional types of securities are considered for investment, per Oregon State statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by Morrow County.

## 3. Prohibited Investments

### i. Private Placement or "144A" Securities

Private placement or "144A" securities are not allowed. For purposes of the policy, SEC Rule 144A securities are defined to include commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.

### ii. US Agency Mortgage-backed Securities

US agency mortgage-backed securities such as those securities issued by FNMA and FHLMC are not allowed.

### iii. Securities Lending

Morrow County shall not lend securities nor directly participate in a securities lending program.

## 4. Demand Deposits and Time Deposits

i. All demand deposits and time deposits (Examples of time deposits are: certificates of deposit and savings accounts) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.

ii. Demand deposits in qualified depository institutions are considered cash vehicles and not investments and are therefore outside the scope and restrictions of this policy. Pursuant to ORS 294.035(3)(d), time deposits, certificates of deposit and savings accounts are considered investments and within the scope of this policy.

## 5. Repurchase Agreements

i. ORS 294.035 (3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board.

ii. ORS 294.135 (2) limits the maximum term of any repurchase agreement to 90 days.

iii. On March 12, 1996, the OSTF Board adopted the following margins:

A. US Treasury Securities: 102%

B. US Agency Discount and Coupon Securities: 102%

C. Mortgage Backed and Other\*: 103%

\*Limited to those securities described in ORS 294.035(1)

## Investment Parameters

### 1. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be

mitigated by the following guidelines:

**i. Diversification**

It is the policy of Morrow County to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type, allowed security types and Investment exposure limitations are detailed in the table below.

**ii. Recognized Credit Ratings**

Investments must have a rating from at least two of the following nationally Recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.

**iii. Portfolio Average Credit Rating**

The minimum weighted average credit rating of the portfolio's rated investments shall be Aa/AA/AA by Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service respectively.

**iv. Exposure Constraints and Minimum Investment Credit Ratings.**

The following table limits exposures among investments permitted by this policy.

Issue Type	Maximum %	Minimum Ratings Moody's / S&P / Fitch
US Treasury Obligations	100%	None
US Agency Securities	100%	-
Per Agency (Senior Obligations Only)	33%	-
Oregon Short Term Fund	Maximum allowed per ORS	-
Bankers' Acceptances	25% <sup>(1)</sup>	A1+/P1/F1+
Time Deposits/Savings	50%	-
Accounts/Certificates of Deposit <sup>(2)</sup>	25%	-
Repurchase Agreements	5%	-
Corporate Debt (Total)	15% <sup>(3)</sup>	-
Corporate Commercial Paper Per Issuer	15% <sup>(3)</sup>	A1/P1/F1
Corporate Bonds Per Issuer	10% <sup>(3)</sup> 2.5% <sup>(4)</sup>	Aa/AA/AA
Municipal Debt (Total)	10%	-
Municipal Commercial Paper Municipal Bonds	10%	A1/P1/F
	10%	1

(1) 25% Maximum per ORS 294.035(D)

(2) As authorized by ORS 294.035(3)(d)

(3) 35% Maximum per ORS 294.035(D)

(4) 5% Maximum per ORS 294.035(D)

**v. Restriction on Issuers with Prior Default History**

Per ORS 294.040, the bonds of issuers listed in ORS 294.035 (3)(a) to (c) may be purchased only if there has been no default in payment of either the principal of or the interest on the obligations of the issuing county, port, school district or city, for a period of five years next preceding the date of the investment.

**vi. Determining a Security's Rating**

A single rating will be determined for each investment by utilizing the lowest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

**2. Liquidity Risk**

Liquidity risk is the risk that an investment may not be easily marketable or redeemable. The following strategies will be employed to mitigate liquidity risks:

- i. The value of at least 25% of funds available for investing will be invested in the Oregon Short Term Fund, with a qualified depository institution, or investments maturing in less than 90 days to provide sufficient liquidity for expected disbursements.
- ii. Funds in excess of liquidity requirements are allowed for investments maturing in greater than one year. However, longer-term investments tend to be less liquid than shorter term investments. Portfolio investment maturities will be limited as follows:

**Total Portfolio Maturity Constraints:**

Maturity Constraints	Minimum % of Total Portfolio
Under 90 days	25% or six months Estimated Operating Expenditures
Under 1 year	50%
Under 3 years	100%

- iii. Reserve or Capital Improvement Project monies may be invested in securities exceeding the maximum term if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.
- iv. Larger issuance sizes enhance liquidity as there are likely to be a greater number of investors. Issuance sizes above a minimum amount qualify a corporate or municipal debt bond issuance for index eligibility. Index eligible bonds have a significantly larger investor base which improves liquidity.
- v. Limiting investment in a specific debt issuance improves secondary market liquidity by assuring there are other owners of the issuance.

Issue Type	Maximum % of Issuance
US Agency Securities	50%
Corporate Debt (Total)	
Corporate Commercial	100%
Paper Corporate Bonds	25%
Municipal Bonds	25%

\*The paramount issued under a single CUSIP.

**3. Interest Rate Risk**

Longer-term investments have the potential to achieve higher returns but are also likely to

exhibit higher market value volatility due to the changes in the general level of interest rates over the life of the investment(s). Interest rate risk will be mitigated by providing adequate liquidity for short term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. Certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the interest rate risk profile of the portfolio differently in different interest rate environments. The following strategies will be employed to control and mitigate adverse changes in the market value of the portfolio due to changes in interest rates:

- A. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate market risk.
- B. To the extent feasible, investment maturities not matched with cash outflows, including liquidity investments under one year, should be staggered to mitigate re-investment risk.
- C. No commitments to buy or sell securities may be made more than 14 days prior to the anticipated settlement date, or receive a fee other than interest for future deliveries.
- D. The maximum percent of callable securities in the portfolio shall be 35%;
- E. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy.
- F. The maximum portfolio average maturity (measured with stated final maturity) shall be 2.5 years.

#### **4. Investment of Proceeds from Debt Issuance**

- i. Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the parameters of this policy and the applicable bond covenants and tax laws.

#### **5. Investment of Reserve or Capital Improvement Funds**

- i. Pursuant to ORS 294.135(1)(b), reserve or capital improvement project monies may be invested in securities exceeding three years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.
- ii. **Guideline Measurement and Adherence**
- iii. **Guideline Measurement**  
Guideline measurements will use **market** value of investments.

#### **iv. Guideline Compliance**

- A. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- B. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Board of County Commissioners.
- C. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio;

however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversifications maintained.

## **6. Reporting and Disclosure**

### **i. Compliance**

The Investment Officer shall prepare a report at least **quarterly** that allows the Board of Morrow County Commissioners to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:

- A. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- B. Average maturity of the portfolio at period-end.
- C. Maturity distribution of the portfolio at period-end.
- D. Average portfolio credit quality of the portfolio at period-end.
- E. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio.
- F. Distribution by type of investments.
- G. Transactions since last report.
- H. Distribution of transactions among financial counterparties such as broker/dealers.
- I. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

### **ii. Performance Standards/Evaluation**

At least annually, the Investment Officer shall report comparisons of investment returns to relevant alternative investments and comparative Bond Indexes. The performance of the portfolio should be compared to the performance of alternative investments such as available certificates of deposit; the Oregon Short Term Fund; US Treasury rates; or against one or bond indices with a similar risk profile (e.g., Bond indexes comprised high grade investments and maximum maturities of three years). When comparing performance, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.

### **iii. Marking to Market**

The market value of the portfolio shall be calculated at least **quarterly** and a statement of the market value of the portfolio shall be issued at least quarterly.

### **iv. Audits**

Management shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

## **7. Policy Maintenance and Considerations**

### **i. Review**

The investment policy shall be reviewed at least annually to ensure its consistency with the

overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

**ii. Exemptions**

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

**8. Policy Adoption and Amendments**

This investment policy and any modifications to this policy must be formally approved in writing by the Board of County Commissioners of Morrow County.

This policy must be submitted to the Oregon Short Term Fund (OSTF) Board for review if:

- i. This policy allows maturities beyond 18 months unless the funds are being accumulated for a specific purpose, including future construction projects, and upon approval of the Board of County Commissioners, the maximum maturity date matches the anticipated use of funds (ORS 294.135(1)(b) and 294.135(3)).

And either:

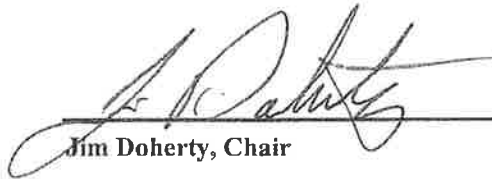
- A. This policy has never been submitted to the OSTF Board for comment; or
- B. Material changes have been made since the last review by the OSTF Board.

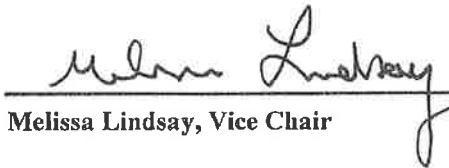
Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the Board of County Commissioners for approval.

This policy and any amendments to this policy are to be reviewed annually by the Morrow County Board of Commissioners.

Maximum investment maturity under this policy exceeds 18 months. As required, this investment policy has been submitted to the Oregon Short Term Fund Board for comment prior to its approval by the Morrow County Board of Commissioners and complies with the requirements of ORS 294.135.

This investment policy adopted 30<sup>th</sup> day of  
October 2019.

  
\_\_\_\_\_  
Jim Doherty, Chair

  
\_\_\_\_\_  
Melissa Lindsay, Vice Chair

  
\_\_\_\_\_  
Don Russell, Commissioner



# Investment Policy Comparison

Statement of Scope	Submitted Policy	Model Policy Language
Scope - Identifies funds under the authority of the policy.	III. SCOPE  Yes – Section 3	[III] This policy applies to activities of [Local Government] with regard to investing the financial assets of [operating funds / capital funds / bond proceeds / bond reserve funds]. Funds managed by [Local Government] that are governed by other investment policies are excluded from this policy; however, all funds are subject to Oregon Law. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$xxx million and \$xxx million.

Statement of Governing Authority	Submitted Policy	Model Policy Language
Governing Authority - Identifies statutory authority of the policy.	II. GOVERNING AUTHORITY  Yes- Section 2	[II] [Local Government]'s investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

Statement of Objectives	Submitted Policy	Model Policy Language
Prioritized?	IV. OBJECTIVES  Yes- Section 4	[IV] The primary objectives, in priority order, of investment activities shall be:

# Investment Policy Comparison

Statement of Objectives	Submitted Policy Language	Model Policy Language
Preservation of Capital	<p>1) Safety</p> <p>Included</p>	<p><b>[IV(1)]</b></p> <p>Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.</p>
Liquidity	<p>2) Liquidity</p> <p>Included</p>	<p><b>[IV(2)]</b></p> <p>The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short-Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.</p>
Return	<p>3) Return</p> <p>Included</p>	<p><b>[IV(3)]</b></p> <p>The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity</p>

Standards of Care	Submitted Policy Language	Model Policy Language
Prudence (Prudent Person Standard)	<p>V. STANDARDS OF CARE</p> <p>Yes – Section 5</p>	<p><b>[V(1)]</b></p> <p>The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.</p> <p>The "prudent person" standard states:            "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."</p>

# Investment Policy Comparison

Standards of Care	Submitted Policy Language	Model Policy Language
Ethics and Conflicts of Interest	Included	<p><b>[V(2)]</b>            Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the [Local Government]. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.</p>
Indemnification for Investment Decisions	Included in Prudence	<p><b>[V(1)]</b>            Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.</p>
Governing Body	Included – Board of County Commissioners	<p><b>[V(3)(i)]</b>            The [Designated Oversight Body or Position] will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.</p>
Delegation of Authority	Included – Treasurer is granted authority	<p><b>[V(3)(ii)]</b>            The [Designated Oversight Body or Position] will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.</p> <p>No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.</p> <p>All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.</p>

# Investment Policy Comparison

Standards of Care	Submitted Policy Language	Model Policy Language
Investment Committee	Included	<p><b>[V(3)(iii)]</b>            The [Designated Oversight Body or Position] may seek to establish an investment committee to provide guidance to the Investment Officer(s) and monitor investment policy compliance.</p>
Internal controls. (Separation of Investment decisions and recordkeeping.)	Included – Section 7. – C.	<p><b>[VII(3)]</b>            The investment officer and [Oversight Body or Person] is/are responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the Investment Officer.</p> <p>The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. <b><u>The internal controls shall address the following points at a minimum:</u></b></p> <ul style="list-style-type: none"> <li>i. Compliance with Investment Policy</li> <li>ii. Control of collusion.</li> <li>iii. Separation of transaction authority from accounting and record keeping.</li> <li>iv. Custodial safekeeping.</li> <li>v. Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary.</li> <li>vi. Clear delegation of authority to subordinate staff members.</li> <li>vii. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form.</li> <li>viii. Dual authorizations of wire and automated clearing house (ACH) transfers</li> <li>ix. Staff training</li> <li>x. Review, maintenance and monitoring of security procedures both manual and automated.</li> </ul>
Audits	Included, Section 7. – C.	<p><b>[VII(4)]</b>            An external auditor shall provide an annual independent review to assure compliance with Oregon state law and [Local Government] policies and procedures.</p> <p><b>[XIII(4)]</b>            Management shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.</p>

## Investment Policy Comparison

Transaction Counterparties, Investment Advisors and Depositories	Submitted Policy Language	Model Policy Language
Broker/Dealers	Included, Section 6. – A.	<p><b>[VI(1)]</b></p> <p>The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. The following minimum criteria must be met before Broker/Dealer firms and affiliated registered representatives are authorized to execute investment transactions. The Investment Officer may impose more stringent criteria.</p>

# Investment Policy Comparison

Transaction Counterparties, Investment Advisors and Depositories	Submitted Policy Language	Model Policy Language
Broker/Dealer Criteria	Included, Section 6. - A.	<p><b>[VI(1)]</b>            A list will be maintained of approved broker/dealer firms and affiliated registered representatives.</p> <p>i) <u>Broker/Dealer firms must meet the following minimum criteria:</u></p> <ul style="list-style-type: none"> <li>A) Must be registered with the Securities and Exchange Commission (SEC);</li> <li>B) Must be registered with the Financial Industry Regulatory Authority (FINRA).</li> <li>C) Must provide most recent audited financials.</li> <li>D) Must provide FINRA Focus Report filings.</li> </ul> <p>ii) <u>Approved broker/dealer employees who execute transactions with [Local Government] must meet the following minimum criteria:</u></p> <ul style="list-style-type: none"> <li>A) Must be a registered representative with the Financial Industry Regulatory Authority (FINRA);</li> <li>B) Must be licensed by the state of Oregon;</li> <li>C) Certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.</li> </ul> <p><b>[VI(1)(iii)]</b>            The Investment Officer may want to establish policy for engaging broker/dealer firms and registered representatives that are more restrictive than stated in this policy. Additional requisites or due diligence items may include:</p> <ul style="list-style-type: none"> <li>A. Positive references from at least three other local government clients.</li> <li>B. As part of the periodic due diligence review, inquiries with other local government clients with regard to their recent experiences with broker/dealer firms or registered representatives and any change in relationship status.</li> <li>C. Requirement that approved registered representatives provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.</li> <li>D. Requirement that prospective registered representatives have an established history of advising local governments with similar amounts of assets under management.</li> </ul>

# Investment Policy Comparison

Transaction Counterparties, Investment Advisors and Depositories	Submitted Policy Language	Model Policy Language
Broker/Dealer Maintenance	Included, Section 6. - A.	<p><b>[VI(1)(iv)]</b></p> <p>Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:</p> <ul style="list-style-type: none"> <li>A. Pending investigations by securities regulators.</li> <li>B. Significant changes in net capital.</li> <li>C. Pending customer arbitration cases.</li> <li>D. Regulatory enforcement actions</li> </ul>
Investment Adviser	Included, Section 5. – C, iv.	<p><b>[V(3)(iv)]</b></p> <p>The [Designated Oversight Body or Position or Investment Officer] may engage the services of one or more external investment managers to assist in the management of the entity’s investment portfolio in a manner consistent with this investment policy. Investment advisers may be hired on a non-discretionary basis. All investment transactions by approved investment advisers must be pre-approved in writing by the Investment Officer and compliant with this Investment Policy. If [Local Government] hires an investment adviser to provide investment management services, the adviser is authorized to transact with its direct dealer relationships on behalf of [Local Government].</p>

# Investment Policy Comparison

Transaction Counterparties, Investment Advisors and Depositories	Submitted Policy Language	Model Policy Language
Investment Advisers Criteria	Included, Section 6. – B.	<p><b>[VI(2)]</b>            A list will be maintained of approved advisers selected by conducting a process of due diligence.  <u>(i) The following items are required for all approved Investment Advisers:</u>            A. The investment adviser firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon; (Note: Investment adviser firms with assets under management &gt; \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon)            B. All investment adviser firm representatives conducting investment transactions on behalf of [Local Government] must be registered representatives with FINRA;            C. All investment adviser firm representatives conducting investment transactions on behalf of [Local Government] must be licensed by the state of Oregon;            D. Certification, by all of the adviser representatives conducting investment transactions on behalf of this entity, of having read, understood and agreed to comply with this investment policy.</p> <p><b>[VI(2)(iii)]</b>            The Investment Officer may want to establish guidelines or policy for engaging investment advisers' services that are more restrictive than stated in this policy. Additional requisites or due diligence items may include:            A. Positive references from at least three other local government clients of a prospective investment adviser firm.            B. As part of the periodic due diligence review, inquiries with other local government clients of approved investment advisers with regard to their recent experiences with the adviser and any change in the relationship status.            C. Requirement that approved investment advisers provide notification within 30 days of a relationship termination by an Oregon based local government.            D. Requirement that approved investment adviser provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.            E. Requirement that prospective investment advisers have an established history of advising local governments with similar amounts of assets under management.</p>



## Investment Policy Comparison

Transaction Counterparties, Investment Advisors and Depositories	Submitted Policy Language	Model Policy Language
Investment Advisers Maintenance	Included, 6. – B.	<p><b>[VI(2)(ii)]</b></p> <p>A periodic (at least annual) review of all authorized investment advisers will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines.</p> <p>Factors to consider would be:</p> <ul style="list-style-type: none"> <li>A. Pending investigations by securities regulators.</li> <li>B. Significant changes in net capital.</li> <li>C. Pending customer arbitration cases.</li> <li>D. Regulatory enforcement actions.</li> </ul>
Depositories/ Collateralization	Included, Section 6. – C.	<p><b>[VI(3)]</b></p> <p>All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.</p>

# Investment Policy Comparison

Transaction Counterparties, Investment Advisors and Depositories	Submitted Policy Language	Model Policy Language
Competitive Transactions	Included, Section 6. – D.	<p><b>[VI(4)]</b></p> <ul style="list-style-type: none"> <li>i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.</li> <li>ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.</li> <li>iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.</li> <li>iv. If an investment adviser provides investment management services, the adviser must retain documentation of competitive pricing execution on each transaction and provide upon request.</li> </ul>

Safekeeping & Custody	Submitted Policy	Model Policy Language
Delivery vs. Payment protocol.	Included, Section 7. – A.	<p><b>[VII(1)]</b></p> <p>All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in the [Local Government]'s safekeeping institution prior to the release of funds.</p>
Safekeeping/ Custody by 3rd Party	Included, Section 7. – B.	<p><b>[VII(2)]</b></p> <p>Securities will be held by an independent third-party safekeeping institution selected by the [Local Government]. All securities will be evidenced by safekeeping receipts in the [Local Government] name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.</p>

# Investment Policy Comparison

Authorized investments	Submitted Policy	Model Policy Language
<p>Specific Investment Products Authorized within IP?</p>	<p>Included, Section 8. - A.</p>	<p><b>[VIII(1)]</b>                      The following investments are permitted by this policy pursuant to ORS 294.035, 294.040, and ORS 294.810. (Note: Permitted investments may be more restrictive than ORS 294.035 and 294.810).</p>
<p>[Authorization &amp; Exposure Constraints] US Treasury Obligations</p>	<p>Yes</p> <p>Max Holdings: 100%</p> <p>Min Rating: None</p>	<p><b>[VIII(1)]</b>                      US Treasury Obligations: U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest.</p> <p><b>[IX(1)(iii)]</b>                      Maximum % Holdings (Total): 100%                      Minimum Ratings: None</p>
<p>[Authorization &amp; Exposure Constraints] US Agency Obligations</p>	<p>Yes</p> <p>Max Holdings:</p> <p>Min Rating: None</p> <p>Per Issuer: 35% versus 33% - recommended by Advisor and provides for sufficient diversification</p>	<p><b>[VIII(1)]</b>                      US Agency Obligations: Obligations of US federal agencies and instrumentalities or U.S. Government sponsored enterprises (GSE).</p> <p><b>[IX(1)(iii)]</b>                      Maximum % Holdings (Total): 100%                      Minimum Ratings: None                      (Per Agency) Maximum % Holdings: 33%</p>

# Investment Policy Comparison

Authorized investments	Submitted Policy	Model Policy Language
<p>[Authorization &amp; Exposure Constraints] Oregon Short Term Fund</p>	<p>Yes – max allowable per ORS</p>	<p>[VIII(1)] Oregon Short Term Fund.</p> <p>[IX(1)(iii)] Maximum % Holdings (Total): Maximum allowed per ORS 294.810 Minimum Ratings: None</p>

# Investment Policy Comparison

Authorized investments	Submitted Policy	Model Policy Language
<p>[Authorization &amp; Exposure Constraints] Corporate Debt</p>	<p>Yes- 144a exclusions in prohibited investments.</p> <p>Corporate Debt at a combination of 35% Commercial Paper and Bonds- is consistent with Statute and provides for flexibility between the types of securities. Consistent wording to statute.</p> <p>5% combined issuer limit is consistent with Statute</p>	<p><b>[VIII(1)]</b> Corporate Indebtedness</p> <ol style="list-style-type: none"> <li>Commercial Paper issued under the authority of section 3(a)2 or 3(a)3 of the Securities Act of 1933.</li> <li>Corporate Bonds.</li> </ol> <p><b>[IX(1)(iii)]</b></p> <p><u>Corporate Debt:</u> Maximum % Holdings (Total CP &amp; Bonds); 15%*</p> <p><u>Corporate Commercial Paper:</u> Maximum % Holdings: 15%* Maximum % Holdings Per Issuer: 2.5%** Minimum Ratings: A1/P1/F1</p> <p><u>Corporate Bonds:</u> Maximum % Holdings: 10%* Maximum % Holdings Per Issuer: 2.5%** Minimum Ratings: Aa/AA/AA</p> <p>*35% Maximum per ORS 294.035(D) **5% Maximum per ORS 294.035(D)</p>

# Investment Policy Comparison

Authorized investments	Submitted Policy	Model Policy Language
<p>[Authorization &amp; Exposure Constraints] Repurchase Agreements</p>	<p>Not using repurchase so not included in policy</p>	<p><b>[VIII(1)]</b> Repurchase Agreements</p> <p><b>[VIII(5)]</b></p> <ul style="list-style-type: none"> <li>i. ORS 294.035 (3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund Board.</li> <li>ii. ORS 294.135 (2) limits the maximum term of any repurchase agreement to 90 days.</li> <li>iii. On March 12, 1996, the OSTF Board adopted the following margins:               <ul style="list-style-type: none"> <li>A. US Treasury Securities: 102%</li> <li>B. US Agency Discount and Coupon Securities: 102%</li> <li>C. Mortgage Backed and Other*: 103%</li> </ul> </li> </ul> <p>*Limited to those securities described in ORS 294.035(1)</p> <p><b>[IX(1)(iii)]</b>            Maximum % Holdings (Total): 5%            Minimum Ratings: None</p> <p><b>[Note: The transaction described in ORS 294.035 (3)(j) is technically a “reverse repurchase” agreement and is a collateralized cash loan.</b></p> <p>ORS 294.035 (3)(j): Repurchase agreements whereby the custodial officer purchases securities from a financial institution or securities dealer subject to an agreement by the seller to repurchase the securities. The repurchase agreement must be in writing and executed in advance of the initial purchase of the securities that are the subject of the repurchase agreement. Only securities described in paragraph (a) of this subsection may be used in conjunction with a repurchase agreement and such securities shall have a maturity of not longer than three years. The price paid by the custodial officer for such securities may not exceed amounts or percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board created by ORS 294.885.]</p>

# Investment Policy Comparison

Authorized investments	Submitted Policy	Model Policy Language
<p>[Authorization &amp; Exposure Constraints] Municipal Debt</p>	<p>Yes (OR, CA, ID, WA only)</p> <p>Max Holdings: 25%, recommended by Advisor and allowable in statute Min Ratings: AA-/Aa3 Per issuer: 10%</p> <p>Muni CP – included in max % holdings of Municipals (25%) Min Rating: A-1/P1</p>	<p>[VIII(1)] Municipal Debt</p> <p>[IX(1)(iii)] <u>Municipal Debt:</u> Maximum % Holdings (Total CP &amp; Bonds); 10%</p> <p><u>Municipal Commercial Paper:</u> Maximum % Holdings: 10% Minimum Ratings: A1/P1/F1</p> <p><u>Municipal Bonds:</u> Maximum % Holdings: 10% Minimum Ratings: Aa/AA/AA</p>
<p>[Authorization &amp; Exposure Constraints] Bankers Acceptances</p>	<p>Yes</p> <p>Max Holdings: 20% Min Ratings: A1/P1 as allowable in statute Per Issuer: 10%</p>	<p>[VIII(1)] Bankers Acceptances</p> <p>[IX(1)(iii)] Maximum % Holdings (Total): 25%<sup>(1)</sup> Minimum Ratings: A1+/P1/F1+</p> <p><sup>(1)</sup> 25% Maximum per ORS 294.035(D)</p>
<p>[Authorization &amp; Exposure Constraints] Time Deposits; Savings Accounts; CD's</p>	<p>Yes, though CD's have been separated out as recommended by Advisor</p> <p>Max Holdings Bank: 20% Per Issuer: 20%</p> <p>Max Holdings CDs: 20% Per issuer: 10%</p>	<p>[VIII(1)] Bank Time Deposits/Savings Accounts/Certificates of Deposit.</p> <p>[IX(1)(iii)] Maximum % Holdings (Total): 100% Minimum Ratings: None</p>

# Investment Policy Comparison

Authorized investments	Submitted Policy Language	Model Policy Language
Cash Vehicles: Bank Demand Deposits vs. Time Deposits	Included	<b>[VIII(4)]</b> i. All bank demand deposits and time deposits (Examples of time deposits are: certificates of deposit and savings accounts) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295. ii. Bank demand deposits in qualified depository institutions are considered cash vehicles and not investments and are therefore outside the scope and restrictions of this policy. Pursuant to ORS 294.035(3)(d), time deposits, certificates of deposit and savings accounts are considered investments and within the scope of this policy.
[Authorization] Additional Investments	Included, Section 8. – A.	<b>[VIII(2)]</b> If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by [Local Government].

Prohibited Investments	Submitted Policy Language	Model Policy Language
Private Placement or “144A” Securities	Included, Section 8. – D. (Prohibited Investments)	<b>[VIII(3)(i)]</b> Private placement or “144A” securities are not allowed. “144A” securities include commercial paper issued under section 4(2)144A (also known as “4(2)A”) of the Securities Act of 1933.
US Agency Mortgage-backed Securities	Included, Section 8. – D. (Prohibited Investments)	<b>[VIII(3)(ii)]</b> US agency mortgage-backed securities such as those securities by FNMA and FHLMC are not allowed.



# Investment Policy Comparison

Prohibited Investments	Submitted Policy	Model Policy Language
Securities Lending and Reverse Repurchase	Included, Section 8. – D. (Prohibited Investments)	<p><b>[VIII(3)(iii)]</b>            The [Local Government] shall not lend securities nor directly participate in a securities lending program.</p> <p><b>[Note: The transaction described in ORS 294.035 (3)(j) is technically a “reverse repurchase” agreement and is a collateralized cash loan.</b>            ORS 294.035 (3)(j): Repurchase agreements whereby the custodial officer purchases securities from a financial institution or securities dealer subject to an agreement by the seller to repurchase the securities. The repurchase agreement must be in writing and executed in advance of the initial purchase of the securities that are the subject of the repurchase agreement. Only securities described in paragraph (a) of this subsection may be used in conjunction with a repurchase agreement and such securities shall have a maturity of not longer than three years. The price paid by the custodial officer for such securities may not exceed amounts or percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board created by ORS 294.885.]</p>

Investment Parameters	Submitted Policy	Model Policy Language
Credit Risk (Definition)	Yes, addressed in Section 9. – A.	<p><b>[IX(1)]</b>            Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:</p>
Diversification	Yes, addressed in Section 9. – A., i.	<p><b>[IX(1)(i)]</b>            It is the policy of [Local Government] to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type, Allowed security types and Investment exposure limitations are detailed in the table below.</p>
Investment Credit Ratings Sources	Yes, addressed in Section 9. – A., ii.	<p><b>[IX(1)(ii)]</b>            Investments must have a rating from at least [one/two] of the following nationally recognized statistical ratings organizations (NRSRO): Moody’s Investors Service; Standard &amp; Poor’s; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.</p>

# Investment Policy Comparison

Investment Parameters	Submitted Policy	Model Policy Language
Portfolio Credit Rating	Yes, addressed in Section 9. – A., iii.	<p><b>[IX(1)(v)]</b>                      The minimum weighted average credit rating of the portfolio’s rated investments shall be Aa/AA/AA by Moody’s Investors Service; Standard &amp; Poor’s; and Fitch Ratings Service respectively.</p>
Restriction on Issuers With Prior Default History	Yes, addressed in Section 8. – D. (prohibited investments)	<p><b>[IX(1)(iv)]</b>                      Per ORS 294.040, the bonds of issuers listed in ORS 294.035 (3)(a) to (c) may be purchased only if there has been no default in payment of either the principal of or the interest on the obligations of the issuing county, port, school district or city, for a period of five years next preceding the date of the investment.</p>
Determining a Security’s Rating	Yes – section 9. B. Also addressed via descriptions of Suitable Investments and Diversification Table in section 9. Advisor recommends utilizing highest security level.	<p><b>[IX(1)(v)]</b>                      A single rating will be determined for each investment by utilizing the lowest security level rating available for the security from Standard and Poor’s, Moody’s Investor Services and Fitch Ratings respectively.</p>
Liquidity Risk (Definition)	Addressed in Section 9. – B. via maturity constraints and minimum liquidity %	<p><b>[IX(2)]</b>                      Liquidity risk is the risk that an investment may not be easily marketable or redeemable. The following strategies will be employed to mitigate liquidity risks:</p>
Liquidity - Operating Expenditures	Addressed in Section 9. – C. maturity constraints table	<p><b>[IX(2)(i)]</b>                      The value of at least 25% of funds available for investing or [three/six/twelve] months of budgeted operating expenditures will be invested in the Oregon Short Term Fund or investments maturing in less than [30/60/90] days to provide sufficient liquidity for expected disbursements.</p>
Maturity Buckets	Addressed in Section 9. – C. maturity constraints table Advisor recommends: 10% under 30 days 25% under 1 year 100% under 5.25 years	<p><b>[IX(2)(ii)]</b>                      Under [30/60/90] days &gt; 25% or [three/six/twelve] months Estimated Operating Expenditures                      Under 1 year &gt; 50% Under [3/5] years &gt; 100%</p>

# Investment Policy Comparison

Investment Parameters	Submitted Policy Language	Model Policy Language
<p><b>Issuance Size</b></p>	<p>No. Advisor has recommended not to use these as liquidity constraints - liquidity is met through OSTF and %'s.</p>	<p><b>[IX(2)(iv)]</b>            Larger issuance sizes enhance liquidity as there are likely to be a greater number of investors. Issuance sizes above a minimum amount qualify a corporate or municipal debt bond issuance for index eligibility. Index eligible bonds have a significantly larger investor base which improves liquidity.</p> <p><b>[IX(2)(v)]</b>            Limiting investment in a specific debt issuance improves secondary market liquidity by assuring there are other owners of the issuance.</p> <p><u>Issue Type / Maximum % of Issuance* (Par) US Agency</u>            Securities / 50%            Corporate Debt (Total)            Corporate Commercial Paper / 100% Corporate            Bonds / 25%            Municipal Bonds / 25%            *The par amount issued under a single CUSIP.</p>
<p><b>Interest Rate Risk</b></p>	<p>Addressed in Section 9. C and in Maturity Constraints Table</p> <p>Maximum Callable 25%            14 Days included in Prohibited Investments</p>	<p><b>[IX(3)]</b>            Longer-term investments have the potential to achieve higher returns but are also likely to exhibit higher market value volatility due to the changes in the general level of interest rates over the life of the investment(s). Interest rate risk will be mitigated by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.</p> <p>Certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the interest rate risk profile of the portfolio differently in different interest rate environments. The following strategies will be employed to control and mitigate adverse changes in the market value of the portfolio due to changes in interest rates:</p> <ol style="list-style-type: none"> <li>i. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate market risk.</li> <li>ii. To the extent feasible, investment maturities not matched with cash outflows, including liquidity investments under one year, should be staggered to mitigate re-investment risk.</li> <li>iii. No commitments to buy or sell securities may be made more than 14 days prior to the anticipated settlement date, or receive a fee other than interest for future deliveries.</li> <li>iv. The maximum percent of callable securities in the portfolio shall be xx%;</li> </ol>

# Investment Policy Comparison

Investment Parameters	Submitted Policy	Model Policy Language
Maximum Callable Exposure	Addressed in Section 9. C - maturity constraints table	<b>[IX(3)(iv)]</b> The maximum percent of callable securities in the portfolio shall be xx%
Maximum Investment Maturity	Addressed in Section 9. C - maturity constraints table. Advisor is recommending to move from 3 years to 5.25 years to allow for new issue opportunities, still allowable under statute.	<b>[IX(3)(v)]</b> The maximum stated final maturity of individual securities in the portfolio shall be [three/five] years, except as otherwise stated in this policy.
Average Portfolio Maturity	Addressed in Section 9. C - maturity constraints table	<b>[IX(3)(vi)]</b> The maximum portfolio average maturity (measured with stated final maturity) shall be [1.5 years if maximum stated final maturity is 3 years / 2.5 years if maximum stated final maturity is five years].
Proceeds from Debt Issuance	Included, Section 10	<b>[X]</b> 1. Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the parameters of this policy and the applicable bond covenants and tax laws. 2. Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and are maturity matched with outflows. Consequently, surplus funds within the scope of ORS 294.052 are not subject to this policy's liquidity risk constraints within section IX (2).
Reserve or Capital Improvement Projects	Included, Section 11	<b>[XI]</b> Pursuant to ORS 294.135(1)(b), reserve or capital improvement project monies may be invested in securities exceeding three years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.

Compliance	Submitted Policy Language	Model Policy Language
Guideline Measurement	Included, Section 12, A. – Market Value	<b>[XII(1)]</b> Guideline measurements will use [par/market] value of investments.

# Investment Policy Comparison

Compliance	Submitted Policy Language	Model Policy Language
<p>Guide Violation Resolution</p>	<p>Included, Section 12, B.</p>	<p><b>[XII(2)]</b></p> <ul style="list-style-type: none"> <li>i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.</li> <li>ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the [Designated Oversight Body].</li> <li>iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.</li> </ul>
<p>Reporting requirements:</p> <ul style="list-style-type: none"> <li>• Required data.</li> <li>• Periodicity of reporting.</li> <li>• Recipients of reports.</li> </ul>	<p>Included, Section 13, A.</p>	<p><b>[XIII(1)]</b> The Investment Officer shall prepare a report at least [monthly/quarterly] that allows the [Designated Oversight Body] to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>i. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).</li> <li>ii. Average maturity of the portfolio at period-end.</li> <li>iii. Maturity distribution of the portfolio at period-end.</li> <li>iv. Average portfolio credit quality of the portfolio at period-end.</li> <li>v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio.</li> <li>vi. Distribution by type of investment.</li> <li>vii. Transactions since last report.</li> <li>viii. Distribution of transactions among financial counterparties such as broker/dealers.</li> <li>ix. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.</li> </ul>

# Investment Policy Comparison

Performance	Submitted Policy Language	Model Policy Language
Evaluation	Addressed in Section 13, B	<p><b>[XIII(2)]</b></p> <p>At least annually, the Investment Officer shall report comparisons of investment returns to relevant alternative investments and comparative Bond Indexes. The performance of the portfolio should be compared to the performance of alternative investments such as available certificates of deposit; the Oregon Short Term Fund; US Treasury rates; or against one or bond indices with a similar risk profile (e.g., Bond indexes comprised high grade investments and maximum maturities of three or five years).</p> <p>When comparing performance, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.</p>
Pricing	Addressed in Section 13, B - monthly	<p><b>[XIII(3)]</b></p> <p>The market value of the portfolio shall be calculated at least [monthly/quarterly] and a statement of the market value of the portfolio shall be issued at least [monthly/quarterly].</p>

Policy Maintenance	Submitted Policy Language	Model Policy Language
Review	Included, Section 14, A.	<p><b>[XIV(1)]</b></p> <p>The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.</p> <p>The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.</p>
Exemptions	Included, Section 14, B.	<p><b>[XIV(2)]</b></p> <p>Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.</p>

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

IN THE MATTER OF APPROVING            )  
MORROW COUNTY INVESTMENT        )  
POLICY                                    )        RESOLUTION NO. R-2023-24

**THIS MATTER COMING BEFORE** the Morrow County Board of Commissioners sitting as the County governing body on October 18, 2023, at a regularly scheduled meeting;

**WHEREAS**, the Morrow County Investment Policy was last updated October 2019;

**WHEREAS**, the Morrow County Treasurer determined it would be prudent to review and update the investment policy;

**WHEREAS**, the Morrow County Treasurer updated the Investment Policy in consultation with the Morrow County Investment Committee, Morrow County contracted investment advisors, and the Oregon Short Term Fund Board.

**NOW THEREFORE**, the Board of Commissioners resolves that the 2023 Morrow County Investment Policy (Attachment A) is hereby approved and adopted.

Dated this 18<sup>th</sup> day of October 2023.

**BOARD OF COMMISSIONERS  
MORROW COUNTY, OREGON**

\_\_\_\_\_  
David Sykes, Chair

\_\_\_\_\_  
Jeff Wenholz, Commissioner

\_\_\_\_\_  
Roy Drago Jr., Commissioner



# **Investment Policy**

2023



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## **1. Purpose**

This Investment Policy defines the parameters within which funds are to be invested by Morrow County. Morrow County is a County whose purpose is to continue to provide an ongoing stability of funding for necessary county government programs. This policy formalizes the framework, pursuant to ORS 294.135, for the County's investment activities to ensure effective and judicious management within the scope of this policy.

These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

## **2. Governing Authority**

Morrow County's investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

This Policy has been adopted by the Board of County Commissioners on \_\_\_\_\_, 2023 and replaces the County's previously adopted policy dated October 30, 2019.

## **3. Scope**

The provisions of this policy shall apply to all investable funds and the financial assets of all funds. Restricted and excluded funds include employees' retirement funds, deferred compensation plans, and others not covered by this policy. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$15,000,000 million and \$65,000,000 million.

## **4. General Objectives**

### **A. Safety**

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

### **B. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio may also be placed in the Oregon Short-Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

## **C. Return**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity.

# **5. Standards of Care**

## **A. Prudence**

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy. The “prudent person” standard states:

*Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.*

## **B. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of The County. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

## **C. Delegation of Authority and Responsibilities**

### **i. Governing Body**

The County’s Board of Commissioners will retain ultimate fiduciary responsibility for invested funds. The investment program shall be operated in conformance with Oregon Revised Statutes and Federal Law. Specifically, this investment policy is written in conformance with ORS 294.035, 294.040, 294.052, 294.135, 294.145, and 294.810. All funds within this scope of this policy are subject to regulations established

by the State of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

ii. Delegation of Authority

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the Treasurer, or Treasurer's designee (hereinafter referred to as Investment Officer) and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

iii. Investment Advisory Committee

The County may seek to establish an Investment Advisory Committee to monitor investment policy compliance and review. The Committee will consist of the Treasurer/Investment Officer, the Finance Director, and up to two knowledgeable people from the community. The Committee will meet every three months/quarter or more often if deemed necessary by all parties involved.

iv. Investment Advisor

The County Treasurer may engage the services of one or more external investment managers to assist in the management of the County investment portfolio in a manner consistent with this investment policy. Investment advisors may be hired on a discretionary or a non-discretionary basis. If the Treasurer hires an investment advisor to provide investment management services, the advisor is authorized to transact with its direct dealer relationships on behalf of the County.

## **6. Transaction Counterparties**

### **A. Broker/Dealers**

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

i. Broker/Dealer firms must meet the following minimum criteria:

- a. Be registered with the Securities and Exchange Commission (SEC)
  - b. Be registered with the Financial Industry Regulatory Authority (FINRA)
  - c. Provide most recent audited financials.
  - d. Provide FINRA Focus Report filings.
- ii. Approved broker/dealer employees who execute transactions with the County must meet the following minimum criteria:
- a. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
  - b. Be licensed by the state of Oregon.
  - c. Provide certification (in writing) of having read, understood, and agreed to comply with the most current version of this investment policy.
- iii. Periodic (at least annual) review of all authorized brokers/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:
- a. Pending investigations by securities regulators
  - b. Significant changes in net capital
  - c. Pending customer arbitration cases
  - d. Regulatory enforcement actions
- iv. The Investment Officer shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with The County for investment purposes.

The Investment Officer may utilize the investment advisor's approved broker/dealer list in lieu of the County's own approved list. The advisor must submit the approved list to The County annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures should include:

- a. FINRA Certification check
  - Firm Profile
  - Firm History
  - Firm Operations
  - Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
  - State Registration Verification
- b. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide The County with any changes to the list prior to transacting on behalf of The County.

The advisor may be authorized through the contracted agreement to open accounts on behalf of The County with the broker/dealers on the approved list. The County will

receive documentation directly from the brokers for account verification and regulatory requirements.

## **B. Investment Advisors**

A list will be maintained of approved advisors selected by conducting a process of due diligence.

- i. The following items are required for all approved Investment Advisors:
  - a. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon (Note: Investment advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon).
  - b. All investment advisor firm representatives conducting investment transactions on behalf of the County must be registered representatives with FINRA.
  - c. All investment advisor firm representatives conducting investment transactions on behalf of the County must be licensed by the state of Oregon.
  - d. Certification, by all of the advisor representatives conducting investment transactions on behalf of this entity, of having read, understood and agreed to comply with this investment policy.
- ii. A periodic (at least annual) review of all authorized investment advisors under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. The investment Advisor must notify the County immediately if any of the following issues arise while serving under a County contract:
  - a. Pending investigations by securities regulators.
  - b. Significant changes in net capital.
  - c. Pending customer arbitration cases.
  - d. Regulatory enforcement actions.

## **C. Depositories**

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

## **D. Competitive Transactions**

- i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.

- iv. If an investment advisor provides investment management services, the advisor must retain documentation of competitive pricing execution on each transaction and provide upon request.

## **7. Administration and Operations**

### **A. Delivery vs. Payment**

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in Morrow County's safekeeping institution prior to the release of funds.

### **B. Third-Party Safekeeping**

Securities will be held by an independent third-party safekeeping institution selected by Morrow County. All securities will be evidenced by safekeeping receipts in the County's name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16. The County will have online access through the safekeeping bank for verification of the account holdings and transactions. The County may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

### **C. Internal Controls**

The Investment Officer and the Finance Director/County Accountant are responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the Investment Officer.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- i. Compliance with investment policy constraints and requirements
- ii. Control of collusion
- iii. Segregation of duties and separation of responsibilities for trade execution, accounting, and record keeping
- iv. Custodial safekeeping
- v. Avoidance of physical delivery of securities wherever possible and address control requirements for physical delivery where necessary
- vi. Clear delegation of authority to subordinate staff members
- vii. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
- viii. Dual authorizations of wire and automated clearing house (ACH) transfers
- ix. Staff training

- x. Review, maintenance and monitoring of security procedures both manual and automated.
- xi. Timely reconciliation of custodial reports
- xii. Appropriate security for online transactions and access to bank accounts and bank data

An external auditor shall provide an annual independent review to assure compliance with Oregon state law and County policies and procedures.

#### **D. Accounting Method**

The County shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

#### **E. Pooling of Funds**

Except for cash in certain restricted and special funds, The County will consolidate balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

### **8. Authorized and Suitable Investments**

#### **A. Permitted Investments**

All investments of the County shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (Investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for custodial officer), and ORS 294.805 to 294.895 (Local Government Investment Pool). If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by the Board of County Commissioners. Minimum credit ratings and percentage limitations apply to the time of purchase.

The following lists allowable investment types:

**US Treasury Obligations:** Direct obligations of the United States Treasury whose payment is guaranteed by the United States. [ORS Section 294.035(3)(a)]

**US Agency Obligations:** Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSE) and whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government. [ORS Section 294.035(3)(a)]

**Municipal Debt:** Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a



long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization. [ORS Section 294.035(3)(c)]

**Corporate Indebtedness:** Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization. [ORS Section 294.035(3)(i)]

**Commercial Paper:** Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer. [ORS Section 294.035(3)(i)]

**Certificates of Deposit:** Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

**Bank Time Deposit/Savings Accounts:** Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)(e)].

**Bankers' Acceptances:** A short-term credit investment created by a non-financial firm and guaranteed by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organization. For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon. [ORS 294.035(3)(h)]

**Local Government Investment Pool:** State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

## **B. Collateralization**

Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the state collateral pool for any excess over the amount insured by an agency of the United States government in accordance with ORS 295.018. All depositories must be on the State of Oregon's qualified list. Additional collateral

requirements may be required if the Investment Officer deems increased collateral is beneficial to the protection of the monies under the County's management.

### **C. Approval of Permitted Investments**

If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by the County.

### **D. Prohibited Investments**

- i. The County shall not invest in "144A" private placement securities, this includes commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.
- ii. The County shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- iii. The County shall not purchase mortgage-backed securities.
- iv. The County shall not purchase, per ORS 294.040, any bonds of issuers listed in ORS 294.035(3)(a) to (c) that have a prior default history.
- v. No commitment to buy or sell securities may be made more than 14 days prior to the anticipated settlement date.

## **9. Investment Parameters**

### **A. Credit Risk**

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

- i. **Diversification:** It is the policy of Morrow County to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type, Allowed security types and Investment exposure limitations are detailed in the table below.
- ii. **Credit Ratings:** Investments must have a rating from at least one of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.
- iii. The minimum weighted average credit rating of the portfolio's rated investments shall be AA-/Aa3/AA- by Standard & Poor's; Moody's Investors Service; and Fitch Ratings Service respectively.
- iv. **Diversification and Credit Exposure Constraints:** The following table limits exposures among investments permitted by this policy.

## Total Portfolio Diversification Constraints

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's, or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.25 years
US Agency Obligations	100%	35%	N/A	5.25 years
Municipal Bonds (OR, CA, ID, WA)	25%	10%	AA- / Aa3 Short Term*	5.25 years
Corporate Notes	35%**	5%***	AA- / Aa3	5.25 years
Commercial Paper			A1 / P1	270 days
Bank Time Deposits/Savings	20%	20%	Oregon Public Depository	N/A
Certificates of Deposit	20%	10%	Oregon Public Depository	5.25 years
Banker's Acceptance	20%	10%	A1 / P1	180 days
Oregon Short-Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

\*\*Short Term Ratings: Moody's - P1/MIG1/VMIG1. S&P - A-1/SP-1, Fitch F1

\*\*35% maximum combined corporate and commercial paper per ORS.

\*\*\*Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

### B. Determining a Security's Rating

A single rating will be determined for each investment by utilizing the highest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

### C. Investment Maturity

- i. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate risk.
- ii. The County will not directly invest in securities maturing more than 5.25 years\* from the date of purchase.
- iii. The maximum weighted maturity of the total portfolio shall not exceed 2.50 years. This maximum is established to limit the portfolio to excessive price change exposure.
- iv. Liquidity funds will be held in the State Pool or in money market instruments generally maturing one year and shorter.

- v. Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between one day and 5.25 years and will be only invested in higher quality and liquid securities.

**Total Portfolio Maturity Constraints:**

<b>Maturity Constraints</b>	<b>Minimum % of Total Portfolio</b>
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
<b>Maturity Constraints</b>	<b>Maximum of Total Portfolio in Years</b>
Weighted Average Maturity	2.5 years
<b>Security Structure Constraint</b>	<b>Maximum % of Total Portfolio</b>
Callable Agency Securities	25%

\*Exception to 5.25-year maturity maximum: Reserve or Capital Improvement Project monies may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

## 10. Investment of Proceeds from Debt Issuance

Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturity matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

## 11. Investment of Reserve or Capital Improvements

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities with a maturity of 5.25 years at the maximum when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the County, municipality, County or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used. Reserve or Capital Improvement Project monies

may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

## **12. Guideline Measurement and Adherence**

### **A. Guideline Measurement**

Guideline measurements will use market value of investments.

### **B. Guideline Compliance**

- i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the County Board of Directors.
- iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

## **13. Reporting and Disclosure**

### **A. Compliance**

The Investment Officer shall prepare a report at least quarterly that allows the Board of Morrow County Commissioners to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be reviewed by the investment oversight body and provided to the Board of County Commissioners upon completion of review. The report will include, at a minimum, the following:

- i. A listing of all investments held during the reporting period showing par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- ii. Average maturity of the portfolio at period-end
- iii. Maturity distribution of the portfolio at period-end
- iv. Average portfolio credit quality of the portfolio at period-end
- v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio.
- vi. Distribution by type of investment
- vii. Transactions since last report
- viii. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

## **B. Performance Standards/Evaluation**

- i. The County yields will be compared to the OST Pool rates.
- ii. The portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective of achieving market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be a 0-3 year or 0-5 year standard market index and comparisons will be calculated monthly and reported quarterly.
- iii. When comparing the performance of the County's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

## **C. Audits**

The Investment Officer shall establish an annual process of independent review by the external auditor to ensure compliance with internal controls. Such an audit will include tests deemed appropriate by the auditor.

## **D. Reporting Requirements**

The Investment Officer will retain and provide monthly investment reports to the Board of County Commissioners in a similar manner as outlined in ORS 208.090. The reports also will be available upon request. Securities holdings and cash balances held in the investment portfolio will be provided in the reports.

The minimum quarterly reporting requirements for total portfolio are as follows:

- Earnings Yield
- Holdings Report (including mark to market)
- Transactions Report
- Weighted Average Maturity or Duration
- Compliance Report

# **14. Policy Maintenance and Considerations**

## **A. Review**

The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual report should also serve as a venue to suggest policies and improvements to the investment program and shall include an investment plan for the coming year.

**B. Exemptions**

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

**C. Policy Adoption and Amendments**

This Investment Policy and any modifications to this policy must be formally approved in writing by the Board of County Commissioners of Morrow County. Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the Board of County Commissioners for approval.

## Glossary of Terms

**Accrued Interest:** The interest accumulated on a security since the issue date or since the last coupon payment. The buyer of the security pays the market price plus accrued interest.

**Agency Securities:** See “Federal Agency Securities.”

**Bankers’ Acceptance (BA’s):** A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers’ acceptances are traded at a discount from face value as a month market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

**Basis Point:** A basis point is a unit of measure used in finance to describe the percentage change in the value or rate of a financial instrument. One basis point is equivalent to 0.01% (1/100th of a percent) or 0.0001 in decimal form. In most cases, it refers to changes in interest rates and bond yields.

**Benchmark:** A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio’s investments.

**Bond:** An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and it is usually secured by specific assets. Most bonds have a maturity of greater than one year and in general, pay interest semiannually.

**Broker/Dealer:** A person or firm transacting securities business with customers. A “broker” acts as an agent between buyers and sellers and receives a commission for these services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning an inventory of securities, whereas a broker merely matches up buyers and sellers.

**Call:** An option to buy a specific asset at a certain price within a certain period of time.

**Callable:** A bond or preferred stock that may be redeemed by the issuer before maturity for a call price specified at the time of issuance.

**Call Date:** The date before maturity on which a bond may be redeemed at the option of the issuer.

**Certificate of Deposit (CD):** Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity).

**Collateral:** Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**Commercial Paper:** Short-term, unsecured, negotiable promissory notes issued by a company or financial institution. Issued at a discount and matures at par or face value. Usually, a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

**Core Fund:** Core funds are defined as operating fund balance which exceeds THE COUNTY’S daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in



the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

**Corporate Note:** A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

**Coupon Rate:** The annual rate of interest that the issuer of a bond promises to pay to the holder of the bond.

**Current Maturity:** The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

**Current Yield:** The coupon payments on a security as a percentage of the security's market price. In many instances the price should be gross of accrued interest, particularly on instruments where no coupon is left to be paid until maturity.

**CUSIP:** A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

**Delivery Versus Payment (DVP):** Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

**Depository Trust Company (DTC):** A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

**Discount Notes:** Short term debt obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Discount Notes typically have very large primary (new issue) and secondary markets.

**Federal Agency Security:** A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

**Federal Agency:** Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets.

**Federal Farm Credit Banks Funding Corporation (FFCB):** A Government Sponsored Enterprise (GSE) system that is a network of cooperatively owned lending institutions that provide credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit

risk due to its importance to the U.S. Financial system and agricultural industry. Also issues notes under its “designated note” program.

**Federal Home Loan Bank System (FHLB):** A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve County banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

**Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"):** One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage-backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

**Federal National Mortgage Association (FNMA or "Fannie Mae"):** One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

**Federal Reserve Bank:** One of the 12 distinct banks of the Federal Reserve System.

**Federal Reserve System (the Fed):** The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve County Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven-member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

**General Obligation Bonds (GOs):** Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

**Government Bonds:** Securities issued by the federal government; they are obligations of the U.S. Treasury. Also known as “government securities.”

**Government Sponsored Enterprise (GSE):** Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing

sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and FFCB.

**Interest:** Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

**Interest Rate:** The interest payable each year on borrowed funds, expressed as a percentage of the principal.

**Investment Advisor:** A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

**Investment Portfolio:** A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

**Investment Securities:** Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

**Liquidity:** The ease with which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

**Liquidity Component:** A percentage of the total portfolio that is dedicated to providing liquidity needs for The County.

**Mark to Market:** Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

**Municipals:** Securities, usually bonds, issued by a state or its agencies. The interest on "Munis" is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency's taxation powers.

**NRSRO:** A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating such as Moody's, S&P, Fitch and Duff & Phelps.

**Par Value:** The value of a security expressed as a specific dollar amount marked on the face of the security, or the amount of money due at maturity. Par value should not be confused with market value.

**Prudent Person Standard:** Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee will act with care, skill, prudence, and diligence under the circumstances the prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the entity.

**Rate of Return:** Amount of income received from an investment, expressed as a percentage of the amount invested.

**State of Oregon Local Government Investment Pool (OSTF – Oregon Short Term Fund):** The OSTF is organized pursuant to ORS 294.805 through 294.895. Participation in the Pool will not exceed the maximum limit annually set by ORS 294.810.

**Total Return:** Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

**Treasury Bill (T-Bill):** An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

**Treasury Bonds and Notes:** Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

**Yield:** The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

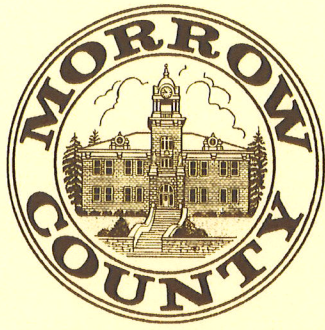
**Yield to Maturity:** The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

### Ratings Table – Long-Term

Three Highest Rating Categories	S&P	Moody's	Fitch	Definition
	AAA	Aaa	AAA	Highest credit quality
	AA+, AA, AA-	Aa1, Aa2, Aa3	AA+, AA, AA-	Very high credit quality
	A+, A, A-	A1, A2, A3	A+, A, A-	High credit quality
	BBB+, BBB, BBB-	Baa1, Baa2, Baa3	BBB+, BBB, BBB-	Good credit quality
	BB+, BB, BB-	Ba1, Ba2, Ba3	BB+, BB, BB-	Non-investment grade

### Ratings Table – Short-Term

Highest Rating Category	S&P	Moody's	Fitch	Definition
	A1+, A1	P1+, P1	F1+, F1	Highest credit quality
	<b>Municipal Commercial Paper</b>			
	A-1, A-1+, SP-1+, SP-1	P1, MIG1, VMIG1	F1+, F1	Highest credit quality



# TREASURER

Jaylene Papineau

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Date Prepared: October 10, 2023

BOC Agenda Date: October 18, 2023

## Subject: Monthly Treasurer Report-August

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

### Earning Yield and Interest Rates (minus fees): August

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>	<u>Total Interest</u>
LGIP	4.11%	4.42%	.31%	\$171,152.09
Bank of Eastern Oregon-Accounts Payable	0.05%	0.05%	.00%	\$297.88
Bank of Eastern Oregon-Payroll	0.05%	0.05%	.00%	\$2.59
Bank of Eastern Oregon-Unsegregated Property Tax	0.05%	0.05%	.00%	\$29.75

**August Total Interest:** Interest (less fees) was \$171,482.31

### Outstanding checks:

Outstanding checks in the BEO-AP account total, as of August 31, 2023 was \$1,689,086.57

Outstanding checks in the BEO-Unsegregated account total, as of August 31, 2023 was \$13,012.70

Outstanding checks in the BEO-Payroll account total, as of August 31, 2023 was \$6,651.15

Community Bank will never have outstanding checks.

### August Treasurer Distribution:

Property Tax to Distribute: \$63,017.25

Paid to Taxing Districts: \$36,560.28

**Transfer Requests:** I received two Taxing District transfer of funds requests in August.

- 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



### Account Statement - Transaction Summary

For the Month Ending **August 31, 2023**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	46,012,309.81
Purchases	5,696,316.77
Redemptions	(2,740,842.63)
<hr/>	
<b>Closing Balance</b>	<b>\$48,967,783.95</b>
Dividends	171,153.04

Asset Summary		
	August 31, 2023	July 31, 2023
<b>Oregon LGIP</b>	48,967,783.95	46,012,309.81
<hr/>		
<b>Total</b>	<b>\$48,967,783.95</b>	<b>\$46,012,309.81</b>



## Account Statement

For the Month Ending **August 31, 2023**

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>46,012,309.81</b>
08/01/23	08/01/23	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	67,982.00	46,080,291.81
08/01/23	08/01/23	LGIP Fees - ACH Redemption (9 @ \$0.05 - From 4206) - July 2023	1.00	(0.45)	46,080,291.36
08/01/23	08/01/23	LGIP Fees - Received ACH (5 @ \$0.10 - From 4206) - July 2023	1.00	(0.50)	46,080,290.86
08/03/23	08/03/23	Purchase - ACH Purchase	1.00	47,063.22	46,127,354.08
08/03/23	08/03/23	Purchase - ACH Purchase	1.00	5,101.86	46,132,455.94
08/03/23	08/03/23	Purchase - ACH Purchase	1.00	5,771.90	46,138,227.84
08/03/23	08/03/23	Purchase - ACH Purchase	1.00	27,621.19	46,165,849.03
08/03/23	08/03/23	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	4,036.01	46,169,885.04
08/03/23	08/03/23	Redemption - ACH Redemption	1.00	(55.00)	46,169,830.04
08/04/23	08/04/23	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	771.40	46,170,601.44
08/07/23	08/07/23	SFMS Fr:Administrative Services, Dept of Video Poker	1.00	31,073.00	46,201,674.44
08/09/23	08/09/23	Redemption - ACH Redemption	1.00	(10,000.00)	46,191,674.44
08/09/23	08/09/23	Redemption - ACH Redemption	1.00	(800,000.00)	45,391,674.44
08/10/23	08/10/23	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	158.42	45,391,832.86
08/10/23	08/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(644.72)	45,391,188.14
08/10/23	08/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(3,066.91)	45,388,121.23
08/10/23	08/10/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(965.24)	45,387,155.99
08/10/23	08/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(86.97)	45,387,069.02
08/10/23	08/10/23	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(1,518.76)	45,385,550.26



## Account Statement

For the Month Ending **August 31, 2023**

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
08/10/23	08/10/23	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(2,921.96)	45,382,628.30
08/10/23	08/10/23	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(2,077.47)	45,380,550.83
08/10/23	08/10/23	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(141.00)	45,380,409.83
08/10/23	08/10/23	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(12,695.12)	45,367,714.71
08/11/23	08/11/23	Redemption - ACH Redemption	1.00	(6.17)	45,367,708.54
08/15/23	08/15/23	REV EOSTF - SEVTFORST	1.00	22.98	45,367,731.52
08/16/23	08/16/23	SFMS Fr:Emergency Management, Dept of 911 Tax	1.00	148,978.39	45,516,709.91
08/17/23	08/17/23	ODOT - ODOT PYMNT	1.00	75,755.82	45,592,465.73
08/17/23	08/17/23	Redemption - ACH Redemption	1.00	(6,662.36)	45,585,803.37
08/18/23	08/18/23	Redemption - ACH Redemption	1.00	(700,000.00)	44,885,803.37
08/22/23	08/22/23	ODOT - ODOT PYMNT	1.00	26,488.20	44,912,291.57
08/23/23	08/23/23	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	2,739.46	44,915,031.03
08/24/23	08/24/23	SFMS Fr:Oregon Business Development/GO B Comm on Children & Families	1.00	55,555.00	44,970,586.03
08/29/23	08/29/23	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	1,552.09	44,972,138.12
08/30/23	08/30/23	Purchase - ACH Purchase	1.00	5,000,000.00	49,972,138.12
08/30/23	08/30/23	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	24,492.79	49,996,630.91
08/30/23	08/30/23	Redemption - ACH Redemption	1.00	(700,000.00)	49,296,630.91
08/30/23	08/30/23	Redemption - ACH Redemption	1.00	(500,000.00)	48,796,630.91
08/31/23	09/01/23	Accrual Income Div Reinvestment - Distributions	1.00	171,153.04	48,967,783.95





## Account Statement

For the Month Ending **August 31, 2023**

**MORROW CO - MORROW COUNTY - 4206**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Closing Balance</b>					<b>48,967,783.95</b>
	<b>Month of August</b>	<b>Fiscal YTD July-August</b>			
<b>Opening Balance</b>	46,012,309.81	47,994,017.99	<b>Closing Balance</b>	48,967,783.95	
<b>Purchases</b>	5,696,316.77	6,375,297.49	<b>Average Monthly Balance</b>	45,642,130.72	
<b>Redemptions</b>	(2,740,842.63)	(5,401,531.53)	<b>Monthly Distribution Yield</b>	4.42%	
<hr/>					
<b>Closing Balance</b>	<b>48,967,783.95</b>	<b>48,967,783.95</b>			
<b>Dividends</b>	171,153.04	335,111.61			

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	13,638,469.60 (	1,258,746.27)	12,379,723.33	
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	85,354.79 (	1,814.35)	83,540.44	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	614,672.09 (	42,483.47)	572,188.62	
202-100-1-10-1500	ROAD FC W/TREASURER	3,954,334.14 (	742,900.44)	3,211,433.70	
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	978,233.17	97,131.35	1,075,364.52	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	62,270.87	0.00	62,270.87	
205-100-1-10-1500	AIRPORT FC W/TREASURER	215,580.32 (	2,222.58)	213,357.74	
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	34,634.76 (	108.30)	34,526.46	
207-100-1-10-1500	911 FC W/TREASURER	822,411.94	122,182.92	944,594.86	
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	301,161.54	2,342.17	303,503.71	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	1,456,220.46	386,569.19	1,842,789.65	
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	226,712.79 (	41,230.07)	185,482.72	
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	110,858.02	403.14	111,261.16	
216-100-1-10-1500	STF FC W/TREASURER	355,382.30	147,266.51	502,648.81	
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	141,017.46	512.81	141,530.27	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	20,007.15	25.46	20,032.61	
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	41,345.43	28,668.35	70,013.78	
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	16,166.41	17,254.77	33,421.18	
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	6,572.04	23.90	6,595.94	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	19,154.16	3,372.01	22,526.17	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	( 17,268.69) (	67,984.85) (	85,253.54)	
225-100-1-10-1500	STF VEHICLE FC W/TREAS	333,246.97 (	234,609.89)	98,637.08	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	30,107.44	109.48	30,216.92	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	9,142,261.46	30,600.18	9,172,861.64	
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	13,465.23 (	11.04)	13,454.19	
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	21,777.11	79.20	21,856.31	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	26,476.24	1,457.04	27,933.28	
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	26,033.48 (	224.47)	25,809.01	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	30,937.53	112.51	31,050.04	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	1,065,821.76	59,483.02	1,125,304.78	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	2,361,842.25	5,811.98	2,367,654.23	
238-100-1-10-1500	PARK FC W/TREAS	461,076.66	116,903.83	577,980.49	
240-100-1-10-1500	EQUITY FC W/TREAS	280,796.35	1,021.12	281,817.47	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	573,173.72	2,084.36	575,258.08	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	911.45	3.32	914.77	
245-100-1-10-1500	WPF FC W/TREASURER	10,257.73 (	8,335.35)	1,922.38	
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	95,841.82	348.53	96,190.35	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	54,179.86 (	7,526.76)	46,653.10	
500-100-1-10-1500	ECHO WINDS FC W/TREAS	75,280.40	273.76	75,554.16	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	22,022.29	80.09	22,102.38	
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	170,737.94 (	7.00)	170,730.94	
510-100-1-10-1500	P & P FC W/TREAS	284,864.08 (	51,986.36)	232,877.72	
514-100-1-10-1500	IONE SD B & I FC W/TREAS	600.00 (	117.41)	482.59	
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS	141.00 (	17.56)	123.44	
516-100-1-10-1500	RADIO DIST FC W/TREAS	582.34	27.31	609.65	
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS	86.97	8.60	95.57	

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

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
521-100-1-10-1500		PGE CARTY FC W/TREAS	121,253.67	440.95	121,694.62
522-100-1-10-1500		SHERIFF RES FUND/TREAS	16,052.89	( 524.44)	15,528.45
523-100-1-10-1500		WHEATRIDGE WIND FC W/TREAS	19,330.65	70.30	19,400.95
524-100-1-10-1500		ORCHARD WIND FC W/TREAS	9,101.33	33.10	9,134.43
540-100-1-10-1500		RESILIENCY FUND W/TREAS	5,531,211.64	( 6,249.99)	5,524,961.65
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	3,193.74	108.25	3,301.99
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	437.05	235.00	672.05
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	226.59	67.35	293.94
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	20,111.35	91.94	20,203.29
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	6.17	1.62	7.79
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,790.83	13.91	3,804.74
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	288.13	13.53	301.66
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	2,629.86	441.13	3,070.99
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	565.87	62.02	627.89
633-100-1-10-1500		CITY OF IONE FC W/TREAS	81.48	15.37	96.85
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	258.81	48.40	307.21
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	43.00	14.01	57.01
636-100-1-10-1500		BOARDMAN F&R FC W/TREAS	2,033.06	28.09	2,061.15
637-100-1-10-1500		BOARDMAN F&R DIST BOND	334.32	( 173.54)	160.78
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	84.65	13.80	98.45
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	155.58	26.36	181.94
640-100-1-10-1500		IONE RFPD FC W/TREAS	639,683.90	( 4,123.21)	635,560.69
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	0.13	0.17	0.30
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	61.14	( 3.34)	57.80
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	67.47	12.38	79.85
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	74.35	13.84	88.19
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	30.08	4.44	34.52
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	207.39	35.69	243.08
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	644.72	( 35.02)	609.70
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	119.49	17.70	137.19
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	965.24	218.87	1,184.11
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	788,218.61	6,192.28	794,410.89
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	13.24	1.90	15.14
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	12,695.12	479.33	13,174.45
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	260,029.65	2,705.71	262,735.36
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	2,077.47	105.20	2,182.67
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	15.10	0.05	15.15
658-100-1-10-1500		BMCC FC W/TREASURER	2,231.01	112.95	2,343.96
659-100-1-10-1500		BMCC B & I FC W/TREASURER	690.95	85.26	776.21
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	784.15	7.73	791.88
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	52,392.35	( 9,765.87)	42,626.48
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	766.40	22.56	788.96
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	233.10	46.22	279.32
668-100-1-10-1500		TAX APPEALS FC W/TREAS	397,796.06	1,446.60	399,242.66
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,479.01	41.75	11,520.76
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	55,612.77	44,169.57	99,782.34
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00

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

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	1,210.46	5,017,013.91	5,018,224.37
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	847,702.72	3,076.98	850,779.70
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	4,701.52	9,124.76	13,826.28
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	2.30	2.81	5.11
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,327,561.35	4,827.70	1,332,389.05
685-100-1-10-1500		STATE HOUSING FC W/TREAS	7,117.84	8,322.71	15,440.55
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	211,848.49	768.97	212,617.46
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	918.76	210.99	1,129.75
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	36.69	9.21	45.90
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	53.72	13.16	66.88
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	0.06	12.31	12.37
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	1,000.00	0.00	1,000.00
TOTAL CLAIM ON CASH			48,535,730.24	3,643,784.17	52,179,514.41

CASH IN BANK - POOLED CASH

999-100-1-10-1501		AP POOLED BEO	1,761,663.71	673,823.96	2,435,487.67
999-100-1-10-1502		PAYROLL BEO	22,704.99	( 110.53)	22,594.46
999-100-1-10-1503		STATE TREASURY POOL	46,012,309.81	2,955,474.14	48,967,783.95
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	741,192.10	11,122.90	752,315.00
SUBTOTAL CASH IN BANK - POOLED CASH			48,537,870.61	3,640,310.47	52,178,181.08

WAGES PAYABLE

999-100-2-60-6001		WAGES PAYABLE	( 500.00)	0.00	( 500.00)
SUBTOTAL WAGES PAYABLE			( 500.00)	0.00	( 500.00)

TOTAL CASH IN BANK - POOLED CASH			48,538,370.61	3,640,310.47	52,178,681.08
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DUE TO OTHER FUNDS - POOLED CASH

999-100-2-40-4002		DUE TO OTHER FUNDS	48,535,310.47	3,643,784.17	52,179,094.64
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TOTAL DUE TO OTHER FUNDS			48,535,310.47	3,643,784.17	52,179,094.64
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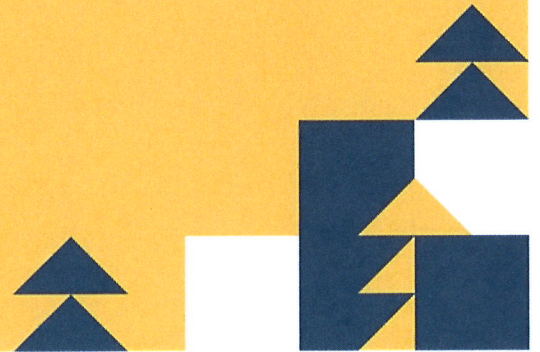
Jaylene Papineau

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**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

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

# 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](#).



**OREGON  
STATE  
TREASURY**

867 Hawthorne Ave SE  
Salem, OR 97301-5241

503.378.4000

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To: Morrow County Board of Commissioners  
From: Tamra Mabbott, Planning Director  
CC: Planning Commission  
BOC Date: October 18, 2023  
RE: Monthly Planning Update

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**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** Since the regular Planning Commission meeting on August 29<sup>th</sup> during which staff presented a summary of Oregon bills and laws, staff have been working on draft code updates to implement changes based on state legislation. A draft will be considered at the October meeting. Multiple staff are working on the code update. Use of recreational vehicles and accessory dwelling units (ADU's) was a popular topic in the 2023 Oregon Legislature. Staff prepared an information sheet to illustrate how and in what zones RV's are permissible based on current Zoning Code. See attached.

**Staff Changes** The office bid farewell to our 2022-2023 Irrigon student intern and summer hire Caren Cardena, who left on September 16<sup>th</sup> to be a full time engineering student at Oregon State University. Caren became a vital part of the team and is missed by all. Beginning the school year, a new student intern, Alyna Estrada, Irrigon High School student, began working a few hours a week in the office. She is off to a great start.

<b><u>Planning Permits</u></b>	<b><u>September 2023</u></b>
Zoning Permits	5
Land Use Compatibility Reviews	7
Land Partitions	0
Property Line Adjustments	0
Land Use Decisions	3
Rural Addresses	3
Plan and Zone Amendment	0
Farm Ag Exempt Permit	0

### **Energy Projects**

Planning staff had several meetings with developers to discuss existing and proposed new projects. Staff have been coordinating with developers from Sunstone Solar who are proposing mitigation for the removal of approximately 10,000 acres of farm land. A meeting with stakeholders and Board of Commissioners will transpire soon. Planning and Public Works staff are collaborating with one energy developer to relocate a portion of roadway which will be a benefit to the wind development and to Morrow County.

Status of energy projects in Morrow County is found here

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

### **Morrow County Heritage Trail Update**

It is official. Good news! A grant application to update the Heritage Trail Master Plan was approved for funding on September 20<sup>th</sup> by the Local Government Grant Program (LGGP) Advisory Committee. Work on the project will begin after county has an executed formal Agreement and Notice to Proceed Letter from OPRD. First step for county will be to begin the formal procurement process to hire a consultant and engineer. The project will be a full update of the 2000 Concept Plan including 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. Planning Department is looking for people who live near the trail or use the trail or would like to be involved.

### **Interpretive Panel Update**

Consultants Sea Reach Ltd continue to work on the panel update. 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. Staff worked on a press release and advertisement for the November 13<sup>th</sup> meeting.

The existing panels can be viewed on the Planning webpage:

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

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

The final report is in! Please see the final version on the Planning Department website. 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.

## **WATER AND PLANNING ACTIVITIES**

### **Water Advisory Committee**

Director meets regularly with GSI Water Solutions Inc. Planning staff and GSI Water Solutions Inc., finalized four Briefing Papers (water quality, quantity and drinking water and special projects in the region) after receiving final comments from the Water Advisory Committee who met on September 11<sup>th</sup> in Irrigon. Final papers will be presented to the Board of Commissioners on

October 18th. Staff is developing materials about water issues in Morrow County for 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 next WAC meeting is scheduled for Monday, November 6, 4-6 pm at the North Morrow County Building in Irrigon. Meetings are open to the public. The WAC will hear from some local organizations on water recharge and water planning projects from the NE region as well as a presentation on the nexus of land use and water.

**LUBGWMA**

The regular LUBGWMA meeting was held on Friday, September 8<sup>th</sup>, in Hermiston. Meetings and other materials on the LUBGWMA are posted here: <https://lubgwma.org/> Planning Director and Commissioner Drago helped host a driving tour of the LUBGWMA with Umatilla County and senior staff of the Oregon Department of Environmental Quality.

The relationship of water quality and land use was the topic of a panel presentation by Morrow and Umatilla County Planning Directors at the September annual conference of the Western Planners Association. In Oregon, every local comprehensive plan must address water quantity (Statewide Planning Goal 5) and water quality (Statewide Planning Goal 6). It works differently in other states. A sample from the bi-county presentation is below.



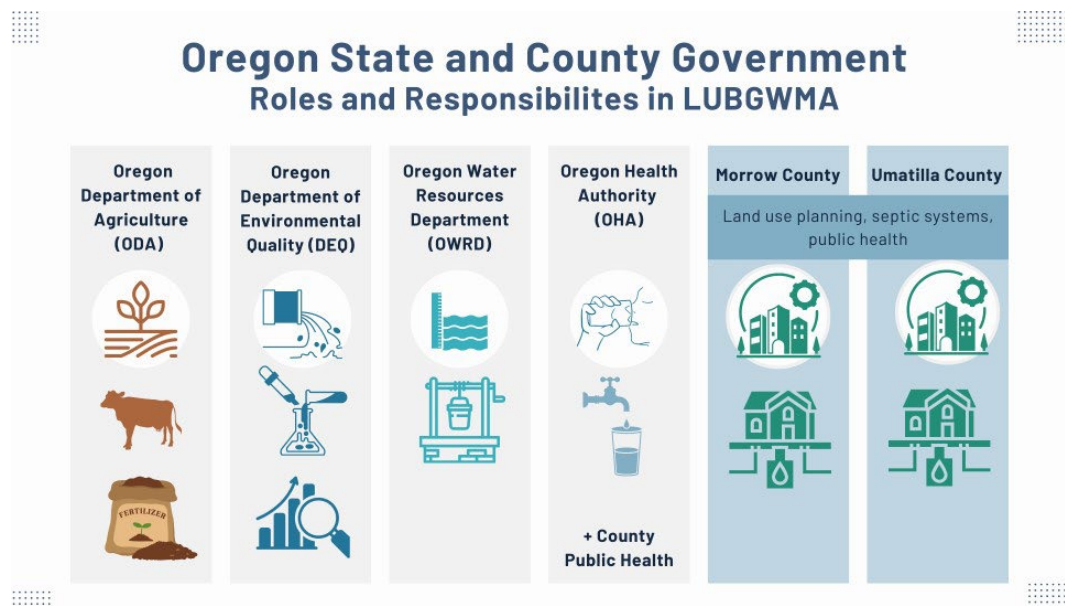
# Current Planning

## Water Coordination in Land Use Decisions

Permit Type	Findings Required	Address Water	Address Impact	Refer to P.C. for Review and Decision
Conditional Use Permit	Yes	Yes	If new development will impact existing uses	If staff observes that impacts may occur
Land Partition	Yes	Yes	Yes	If partition will add to water consumption
Subdivision	Yes	Yes	Yes	Yes
Replat	Yes	Yes	Yes	Yes
Land Use Decision	Yes	Yes	If use impacts water	Yes
Design Review	Varies	Maybe	Depends on Dev. Code and proposed use	Depends on Dev. Code and proposed use
Zoning Permit	No	No	OWRD manages use of water.	No
Variance	Yes	Maybe	If use impacts adjacent landowners	If use impacts adjacent landowners
Legislative Actions	Yes	Yes	Yes	Yes



# Agency Roles in Water Quality



## **Drinking Water mid- and long-term solutions.**

County received formal notice of approval from the Environmental Protection Agency (EPA) for the grant application required to access the \$1.7 million congressional earmark. Staff is working on next steps, including internal coordination and coordination with Umatilla County. Staff is also working on procurement of engineering services.

## **Water Data and Mapping**

Data and map layers from Oregon Water Resources Department (OWRD) and Oregon Department of Environmental Quality (ODEQ) have arrived and Associate Planner/GIS Planner, Stephen Wrecsics will begin 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**

- 2 new complaints- RV's as dwellings, Animal Density (Roosters)
- 1 complaint- Multiple RV's on property believed to be used as dwellings
- 1 complaint- ¼ Acre rooster pens, roosters being brought in pick up loads at a time.
- 2 closed complaints - RV as Dwelling, Abandoned Vehicles
- 1 complaint- RV as dwelling, spoke to property owner and son had been visiting from out of state. Site inspection confirmed RV is not occupied.
- 1 complaint- Abandoned vehicle, 3 Vehicles removed from the property.

- 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.
- Other outstanding/ongoing cases – 41

**Natural Hazard Mitigation Plan (NHMP) Update** No NHMP meetings in September. 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 Wrecsics [swrecsics@co.morrow.or.us](mailto:swrecsics@co.morrow.or.us) The plan update is scheduled to be complete the first half of 2024.

**Oregon Farm and Forest Conservation Improvement Plan**

Planning Director continues to participate on the Technical Working Group for the Department of Land Conservation Development Farm and Forest Conservation Program Improvement Plan. The group is reviewing the historical policy and statutory rules for farm and forest land in Oregon. Participation is a voice for issues eastern Oregon; other committee members are from western Oregon. Working Group recommendations will be forwarded to the Land Conservation & Development Commission in early 2024.

**Data Centers**

Staff held numerous meetings regarding permitting for AWS data center development in Morrow County. Additionally, staff is coordinating with Oregon Department of Transportation (ODOT) and Port of Morrow on an agreement to defer transportation mitigation work until a cluster of data centers are complete. This would allow affected entities to design and construct a single large intersection improvement project rather than smaller, more modest improvements.



**Drone Update**

The drone was down at the Morrow County OHV Park capturing images in support of the Parks Plan Review. Approximately 150-acres of the park was imaged, with approximately 1,000 images captured.





## **Morrow County Off Highway Vehicle (OHV) Park**

In addition to taking drone footage of the OHV Park, staff spent time with Public Works and Parks staff reviewing existing Parks Plan and identifying uses that will require code and plan amendments. Both department are preparing for the plan amendment. This project will carry over into 2024 but the goal is to complete prior to the next round of Oregon Parks grant programs.

### **Other**

Planning Director is working with an Eastern Oregon University graduate student in the Masters of Public Administration. The student, a Heppner resident, is researching funding options, challenges and opportunities for the city of Heppner water system.

In September Planning Director attended the Western Planners Conference in Anchorage, Alaska. and presented on three panels (trail planning, Water and Land Use: LUBGWMA Case Study, and county and tribal coordination). A highlight of the conference was a bicycle tour of trails in Anchorage, which has an extensive system of well-maintained trails. Uniquely Anchorage, bicycle and hiking trails are maintained for cross-country skiing in the winter months. And, moose along the trail!





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# Juvenile Department Quarterly Report to the Board of County Commissioners

Director: Christy Kenny

Report Date: October 13, 2023

## Updates/Notes

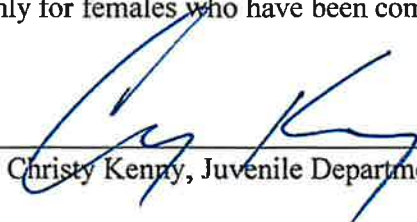
In September, I was able to attend the two-day Oregon Juvenile Department Directors Association (OJDDA) annual conference which was held in Ashland, Oregon this year. There were over 250 participants for the conference and the theme was, "It starts with us." Several of the workshops of interest included motivational interviewing, trauma informed leadership, law changes for juveniles and fentanyl and the impact on communities.

Throughout the year, OJDDA holds numerous trainings for all Juvenile Department staff to ensure continued education. Currently those trainings are on hold to allow for curriculums to be revamped to make sure that all materials are current, relevant and inclusive. This has created some difficulties around the state as new staff need training and are unable to receive it. The Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC) has been looking at bringing some trainers into our area to host a training to make sure that staff have the opportunity to receive some trainings as this revamp may take a year to be complete.

Our office was able to purchase a new Dodge Durango which soon will be sent to be outfitted with a partition as this vehicle will serve as our transport vehicle.

Several months ago, I was able to set up a tour for our staff as well as defense attorneys to tour MacLaren Youth Correctional Facility which is in Woodburn. Defense stated it was very helpful and we now have set up another tour in November for them to visit Oak Creek Youth Correctional Facility in Albany. This facility is only for females who have been committed.

Respectfully submitted by:



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Christy Kenny, Juvenile Department Director

## Youth Report by Referral Received Date

Most severe offense per youth in referral date range, grouped by Crime Group, ORS Chapter Rollup and Offense Category Rollup

Original Referral County: **Morrow**  
 Start Date: **7/1/2023**  
 End Date: **9/30/2023**

Crime Group	Total		Gender			Age at Referral			Race/Ethnicity					
	#	% of Grand	F	M	U	< 13	13 to 15	> 15	Afr Amer	Asian	Hisp	Native Amer	Other	White
<b><u>Criminal</u></b>														
<b>Person</b>														
Assault	1		0	1	0	0	0	1	0	0	1	0	0	0
Sex Offense	1		0	1	0	0	1	0	0	0	0	0	0	1
<b>Total Person</b>	<b>2</b>		<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Property</b>														
Criminal Mischief	5		0	5	0	0	4	1	0	0	0	1	0	4
Criminal Trespass	1		0	1	0	0	1	0	0	0	1	0	0	0
Theft	1		0	1	0	0	0	1	0	0	0	0	0	1
<b>Total Property</b>	<b>7</b>		<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>5</b>
<b>Total Criminal</b>	<b>9</b>	<b>90.0%</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>6</b>
% of Demographic	100%		0.0%	100.0%	0.0%	0.0%	66.7%	33.3%	0.0%	0.0%	22.2%	11.1%	0.0%	66.7%
<b><u>Non-Criminal</u></b>														
<b>Curfew</b>														
Curfew	1		0	1	0	0	1	0	0	0	1	0	0	0
<b>Total Curfew</b>	<b>1</b>		<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Non-Criminal</b>	<b>1</b>	<b>10.0%</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
% of Demographic	100%		0.0%	100.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
<b>Total Youth</b>	<b>10</b>	<b>100%</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>6</b>
% of Demographic	100%		0.0%	100.0%	0.0%	0.0%	70.0%	30.0%	0.0%	0.0%	30.0%	10.0%	0.0%	60.0%

### ORS Type by ORS Class Code

ORS Type	A	B	C	U	Total Youth
<b>Felony</b>	0	1	0	0	<b>1</b>
<b>Misdemeanor</b>	5	0	3	0	<b>8</b>
<b>Violation</b>	0	0	0	1	<b>1</b>
<b>Total Youth</b>	<b>5</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>10</b>

## Youth Report by Referral Received Date

Most severe offense per youth in referral date range, grouped by Crime Group, ORS Chapter Rollup and Offense Category Rollup

**Original Referral County:** Morrow  
**Start Date:** 7/1/2023  
**End Date:** 9/30/2023

### ORS Chapter Rollup by ORS Type

ORS Chapter Rollup	Felony	Misd	Violation	Total Youth
Person	1	1	0	2
Property	0	7	0	7
Curfew	0	0	1	1
<b>Total Youth</b>	<b>1</b>	<b>8</b>	<b>1</b>	<b>10</b>



OCTOBER 13, 2023



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

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The September 2023 Commissioners AP Report that is attached reflects all payments issued by Morrow County from September 1, 2023 through September 30, 2023.

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
911 SUPPLY INC.	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	581.08-
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	423.55-
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	281.59-
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	451.51
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	87.49
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	281.59
	UNIFORM EXPENSE/BOOTS	GENERAL FUND	SHERIFF'S DEPARTMENT	457.73
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	204.90
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	810.61
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	388.07
	UNIFORM EXPENSE/CS	GENERAL FUND	SHERIFF'S DEPARTMENT	891.26
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	134.76
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	30.18
	NAMEPLATES	GENERAL FUND	SHERIFF'S DEPARTMENT	547.77
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	30.18
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	856.37
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	563.76
	UNIFORM EXPENSE	GENERAL FUND	SHERIFF'S DEPARTMENT	217.80
	UNIFORM EXPENSE	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	268.49
				TOTAL:
A-PLUS CONNECTORS	#22-005/SIGNAL HORN	ROAD FUND	ROAD DEPARTMENT	79.47
	SHOP/INVENTORY STOCK	ROAD FUND	ROAD DEPARTMENT	20.35
			TOTAL:	99.82
ADMIRAL BEVERAGE NORTHWEST	PARKS/CONCESSIONS	PARK FUND	CUTSFORTH PARK	73.20
	PARKS/CONCESSIONS	PARK FUND	ANSON WRIGHT PARK	73.20
	PARKS/CONCESSIONS	PARK FUND	ATV PARK	73.20
			TOTAL:	219.60
ADVANCED BUSINESS INTERVENTION, INC.	SERVICES RENDERED/JUL 2023	ROAD FUND	ROAD DEPARTMENT	255.00
	SERVICES RENDERED/AUG 2023	ROAD FUND	ROAD DEPARTMENT	280.00
			TOTAL:	535.00
ADVANCED REPORTING LLC	SERVICES RENDERED/1CT	GENERAL FUND	HUMAN RESOURCES	78.99
			TOTAL:	78.99
AFLAC	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	4,160.96
	AFLAC	GENERAL FUND	NON-DEPARTMENTAL	0.46-
	AFLAC	ROAD FUND	NON-DEPARTMENTAL	1,550.14
	AFLAC	AIRPORT FUND	NON-DEPARTMENTAL	43.59
	AFLAC	911 EMERGENCY FUND	NON-DEPARTMENTAL	170.51
	AFLAC	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	57.34
	AFLAC	BUILDING PERMIT FU	NON-DEPARTMENTAL	6.08
	AFLAC	PARK FUND	NON-DEPARTMENTAL	158.74
	AFLAC	COMMUNITY CORRECTI	NON-DEPARTMENTAL	165.88
			TOTAL:	6,312.78
AGRI-TIMES N.W.	2023 MC FAIR/ADVERTISING	FAIR	FAIR	300.00
			TOTAL:	300.00
ALLRED, WILLIAM	CATTLE GUARD REMOVAL	ROAD FUND	ROAD DEPARTMENT	4,700.00
			TOTAL:	4,700.00
AMAZON CAPITAL SERVICES	JC/MISC SUPPLIES	GENERAL FUND	JUSTICE COURT	62.99
	JC/MISC SUPPLIES	GENERAL FUND	JUSTICE COURT	41.75

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DA OFF/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	1,189.67
	SHER OFF/MISC SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	1,368.34
	HEALTH/EQUIPMENT AND OFF S	GENERAL FUND	HEALTH DEPARTMENT	328.18
	HEALTH/EQUIPMENT AND OFF S	GENERAL FUND	HEALTH DEPARTMENT	83.23
	PLANNING/OFFICE SUPPLY	GENERAL FUND	PLANNING DEPARTMENT	327.03
	PW/MISC EXPENSE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	73.47
	PW/MISC EXPENSE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	512.50
	PW/MISC EXPENSE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	38.70
	IT/COMPUTER HARDWARE	GENERAL FUND	COMPUTER	57.22
	PW/MISC EXPENSE	GENERAL FUND	WEED DEPT.	253.55
	PW/MISC EXPENSE	ROAD FUND	ROAD DEPARTMENT	102.45
	PW/MISC EXPENSE	PARK FUND	CUTSFORTH PARK	359.98
	PW/MISC EXPENSE	PARK FUND	ATV PARK	93.98
			TOTAL:	4,893.04
AMERICAN AUTO BODY LLC	#1264/WINDSHIELD REPLACEME	ROAD FUND	ROAD DEPARTMENT	395.00
	#328/WINDSHIELD REPLACEMEN	ROAD FUND	ROAD DEPARTMENT	245.00
			TOTAL:	640.00
AOCIT	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	104,292.12
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	177.50-
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	0.32
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	5,648.59
	AOCIT	GENERAL FUND	NON-DEPARTMENTAL	10.38-
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	32,556.64
	AOCIT	ROAD FUND	NON-DEPARTMENTAL	1,782.15
	AOCIT	AIRPORT FUND	NON-DEPARTMENTAL	640.17
	AOCIT	AIRPORT FUND	NON-DEPARTMENTAL	30.46
	AOCIT	911 EMERGENCY FUND	NON-DEPARTMENTAL	1,904.02
	AOCIT	911 EMERGENCY FUND	NON-DEPARTMENTAL	100.54
	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	BUILDING PERMIT FU	NON-DEPARTMENTAL	319.30
	AOCIT	BUILDING PERMIT FU	NON-DEPARTMENTAL	17.34
	AOCIT	PARK FUND	NON-DEPARTMENTAL	9,328.29
	AOCIT	PARK FUND	NON-DEPARTMENTAL	455.38
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	4,122.76
	AOCIT	COMMUNITY CORRECTI	NON-DEPARTMENTAL	219.08
			TOTAL:	166,215.44
ARAMARK UNIFORM SERVICES, INC	LAUNDRY SERVICES/JUL 4 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	LAUNDRY SERVICES/JUL 11 20	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	LAUNDRY SERVICE /JUL 18 20	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	LAUNDRY SERVICE/JUL 25 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	LAUNDRY SERVICE/AUG 1 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	LAUNDRY SERVICE/AUG 8 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	LAUNDRY SERVICE/AUG 15 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	98.89
	LAUNDRY SERVICE/AUL 22 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	98.89
	LAUNDRY SERVICE/AUG 29 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	10.82
	LAUNDRY SERVICES/JUL 4 202	GENERAL FUND	WEED DEPT.	5.20
	LAUNDRY SERVICES/JUL 11 20	GENERAL FUND	WEED DEPT.	5.20
	LAUNDRY SERVICE /JUL 18 20	GENERAL FUND	WEED DEPT.	5.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LAUNDRY SERVICE/JUL 25 202	GENERAL FUND	WEED DEPT.	5.20
	LAUNDRY SERVICE/AUG 1 2023	GENERAL FUND	WEED DEPT.	5.20
	LAUNDRY SERVICE/AUG 8 2023	GENERAL FUND	WEED DEPT.	5.20
	LAUNDRY SERVICE/AUG 15 202	GENERAL FUND	WEED DEPT.	5.20
	LAUNDRY SERVICE/AUL 22 202	GENERAL FUND	WEED DEPT.	5.20
	LAUNDRY SERVICE/AUG 29 202	GENERAL FUND	WEED DEPT.	5.20
	LAUNDRY SERVICES/JUL 4 202	ROAD FUND	ROAD DEPARTMENT	285.00
	LAUNDRY SERVICES/JUL 11 20	ROAD FUND	ROAD DEPARTMENT	285.00
	LAUNDRY SERVICE /JUL 18 20	ROAD FUND	ROAD DEPARTMENT	285.00
	LAUNDRY SERVICE/JUL 25 202	ROAD FUND	ROAD DEPARTMENT	285.00
	LAUNDRY SERVICE/AUG 1 2023	ROAD FUND	ROAD DEPARTMENT	285.00
	LAUNDRY SERVICE/AUG 8 2023	ROAD FUND	ROAD DEPARTMENT	285.00
	LAUNDRY SERVICE/AUG 15 202	ROAD FUND	ROAD DEPARTMENT	285.00
	LAUNDRY SERVICE/AUL 22 202	ROAD FUND	ROAD DEPARTMENT	285.00
	LAUNDRY SERVICE/AUG 29 202	ROAD FUND	ROAD DEPARTMENT	285.00
			TOTAL:	2,906.96
ASCHOFF, DONALD C	CUTS HOST 8/21-9/3/23	PARK FUND	CUTSFORTH PARK	700.00
	CUTS HOST RELIEF 9/4-9/17/	PARK FUND	CUTSFORTH PARK	700.00
			TOTAL:	1,400.00
ASHBECK, ANDREW	TRUCKING SERVICE/JUN 2023	ROAD FUND	ROAD DEPARTMENT	31,382.50
	TRUCKING SERVICE/JUL 2023	ROAD FUND	ROAD DEPARTMENT	21,285.00
	ASHBECK, ANDREW	UNSEGREGATED TAXES	UNSEGREGATED TAXES	46.95
			TOTAL:	52,714.45
BAILEY HEAVY EQUIPMENT REPAIR INC	#1323/HYDRAULIC HOSE	ROAD FUND	ROAD DEPARTMENT	73.19
			TOTAL:	73.19
BELAMY, ADDISON	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
BLOECHER, DEBRA	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
BLUE LINE TRANSPORTATION CO., INC.	FS#53/CRS-3P 33.76TN	ROAD FUND	ROAD DEPARTMENT	22,686.72
	FS#53/CRS-3P 35.11TN	ROAD FUND	ROAD DEPARTMENT	23,593.92
	FS#53/CRS-3P 33.47TN	ROAD FUND	ROAD DEPARTMENT	22,554.34
	FS#53/CRS-3P 34.29TN	ROAD FUND	ROAD DEPARTMENT	23,042.88
	FS#53/CRS-3P 34.4TN/LD TRN	ROAD FUND	ROAD DEPARTMENT	1,582.40
	FS#23/CRS-3P 35.24TN	ROAD FUND	ROAD DEPARTMENT	23,681.28
	FS#53/CRS-3P 34.91TN	ROAD FUND	ROAD DEPARTMENT	23,522.02
	FS#53/CRS-3P 33.73TN	ROAD FUND	ROAD DEPARTMENT	22,666.56
	FS#53/CRS-3P 33.22TN	ROAD FUND	ROAD DEPARTMENT	22,323.84
	FS#53/CRS-3P 32.96TN	ROAD FUND	ROAD DEPARTMENT	22,149.12
	FS#53/CRS-3P 33.25TN	ROAD FUND	ROAD DEPARTMENT	22,344.00
	FS#53/CRS-3P 33.92TN	ROAD FUND	ROAD DEPARTMENT	22,794.24
	FS #53/CRS-3P 35.04TN	ROAD FUND	ROAD DEPARTMENT	23,546.88
	FS#53/CRS-3P 30.7TN	ROAD FUND	ROAD DEPARTMENT	24,380.40
	FS #53/ASPHALT APPLICAT 11	ROAD FUND	ROAD DEPARTMENT	3,525.00
	FS#53/ASPHALT APPLICAT 10.	ROAD FUND	ROAD DEPARTMENT	3,150.00
	FS #53/ASPHALT APPLICAT 8.	ROAD FUND	ROAD DEPARTMENT	2,550.00
	FS#53/CRS-3P 33.05TN	ROAD FUND	ROAD DEPARTMENT	22,272.10
	FS#53/CRS-3P 33.73TN	ROAD FUND	ROAD DEPARTMENT	22,760.31
	FS #53/CRS-3P 33.84TN	ROAD FUND	ROAD DEPARTMENT	22,740.48
	FS #53/CRS-3P 34.61TN	ROAD FUND	ROAD DEPARTMENT	23,257.92

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FS #53/CRS-3P 33TN	ROAD FUND	ROAD DEPARTMENT	22,176.00
	FS #53/CRS-3P 33.3TN	ROAD FUND	ROAD DEPARTMENT	22,377.60
	FS #53/BL-FOG 32.94TN	ROAD FUND	ROAD DEPARTMENT	14,110.98
	FS #53/BL-FOG 33.94TN	ROAD FUND	ROAD DEPARTMENT	14,152.98
	FS#53/CRS-3P 29.91TN	ROAD FUND	ROAD DEPARTMENT	23,032.80
	FS #53/ASPHALT APPLICAT 9.	ROAD FUND	ROAD DEPARTMENT	2,925.00
	FS #53/ASPHALT APPLIC 11.2	ROAD FUND	ROAD DEPARTMENT	3,375.00
	FS #53/ASPHALT APPLIC 9.25	ROAD FUND	ROAD DEPARTMENT	2,775.00
	FS #53/BL-FOG 34.28TN	ROAD FUND	ROAD DEPARTMENT	14,294.76
	FS #53/BL-FOG 33.23TN	ROAD FUND	ROAD DEPARTMENT	13,856.91
	FS #53/BL-FOG 33.27TN	ROAD FUND	ROAD DEPARTMENT	13,873.59
	FS #53/BL-FOG 33.6TN	ROAD FUND	ROAD DEPARTMENT	14,011.20
	FS #53/BL-FOG 13.14TN	ROAD FUND	ROAD DEPARTMENT	7,030.50
	FS #53/BL-FOG	ROAD FUND	ROAD DEPARTMENT	14,864.31
	FS #53/ASPHALT APPLICAT 10	ROAD FUND	ROAD DEPARTMENT	3,000.00
			TOTAL:	586,981.04
BLUE MOUNTAIN BOTTLED WATER, INC.	NWE WATER DEL/KF	GENERAL FUND	HEALTH DEPARTMENT	30.05
	NWE WATER DEL/VB	GENERAL FUND	HEALTH DEPARTMENT	71.50
			TOTAL:	101.55
BMCC EDUCATION DIST	BMCC EDUCATION DIST	BLUE MT EDUC DISTR	BLUE MT EDUC DISTRICT	2,343.96
	BMCC EDUCATION DIST	BULE MT B & I	BLUE MT B & I	776.21
			TOTAL:	3,120.17
BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY DIST.	BOARDMAN CEMETERY	BOARDMAN CEMETERY	57.80
			TOTAL:	57.80
BOARDMAN CHAMBER OF COMMERCE	MC TOURISM/BOARDMN COC FY2	VIDEO LOTTERY ECON	ECONOMIC DEVELOPMENT	4,500.00
			TOTAL:	4,500.00
BOARDMAN FIRE & RESCUE DISTRICT	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	2,061.15
	BOARDMAN FIRE & RESCUE DIS	BOARDMAN RFPD	BOARDMAN RFPD	160.78
			TOTAL:	2,221.93
BOARDMAN FOOD PANTRY	MONTHLY ALLOCATION/SEP 202	GENERAL FUND	NON-DEPARTMENTAL	2,083.33
	MONTHLY ALLOCATION/SEP 202	RESILIENCY FUND	RESILIENCY FUND	2,083.33
			TOTAL:	4,166.66
BOARDMAN PARK & REC DIST	BOARDMAN PARK & REC DIST	BOARDMAN PARK	BOARDMAN PARK	609.70
	BOARDMAN PARK & REC DIST	BOARDMAN PARK B &	BOARDMAN PARK B & I	1,184.11
			TOTAL:	1,793.81
BOLING, ASHLEY	HOST ASST 8/21-9/3/23	PARK FUND	ATV PARK	675.00
	OHV HOST ASSIST/ 9/4-9/17/	PARK FUND	ATV PARK	560.00
			TOTAL:	1,235.00
BRANNON, ELLA	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
BRANNON, HANNAH	2023 FAIR PREMIUM	FAIR	FAIR	14.00
			TOTAL:	14.00
BRANNON, MARVIN	2023 FAIR PREMIUM	FAIR	FAIR	7.00
			TOTAL:	7.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
BRANNON, WESLEY	2023 FAIR PREMIUM	FAIR	FAIR	126.00	
			TOTAL:	126.00	
BRANNON, WILLIAM A	2023 FAIR PREMIUM	FAIR	FAIR	93.00	
			TOTAL:	93.00	
BROWN, ZACK	MC FAIR/CLEANUP	FAIR	FAIR	700.00	
	MC FAIR 2023/CLEANUP SERVI	FAIR	FAIR	800.00	
			TOTAL:	1,500.00	
BULLDOG TOWING & RECOVERY LLC	2019 DURANGO/TOW TO HERMIS	GENERAL FUND	SHERIFF'S DEPARTMENT	260.00	
	2019 DURANGO/TOW TO IRRIGO	GENERAL FUND	SHERIFF'S DEPARTMENT	260.00	
			TOTAL:	520.00	
CANON FINANCIAL SERVICES, INC.	COPIER USE 12CT/SEP 2023	GENERAL FUND	DISTRICT ATTORNEY	27.86	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	0.42	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	114.27	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	235.33	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	55.53	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	46.17	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	PUBLIC WORKS ADMIN	177.52	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	122.95	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	122.95	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	110.05	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	118.31	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	118.31	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	113.65	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	127.70	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	178.89	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	150.11	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	214.00	
	COPIER LEASE 11CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	139.00	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	29.30	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	34.64	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	36.76	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	106.55	
	COPIER USE 12CT/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	144.70	
			TOTAL:	2,524.97	
	CANON SOLUTIONS AMERICA, INC.	TREASURER COPIER USE/AUG 2	GENERAL FUND	TREASURER	24.63
		SUPPORT COPIER USE/AUG 202	GENERAL FUND	DISTRICT ATTORNEY	57.59
				TOTAL:	82.22
	CASIDAY BATTERY CO	ROAD/10 BATTERIES	ROAD FUND	ROAD DEPARTMENT	1,474.75
			TOTAL:	1,474.75	
CENTURYLINK	MC HEALTH/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	0.03	
	MC PUBLIC WORKS/JUN 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	45.65-	
	MC PUBLIC WORKS/JUN 2023	GENERAL FUND	SOLID WASTE TRNS STATI	45.65-	
	MC PUBLIC WORKS/JUN 2023	GENERAL FUND	SOLID WASTE TRNS STATI	95.57	
	MC PUBLIC WORKS/JUL 2023	GENERAL FUND	SOLID WASTE TRNS STATI	58.51	
	MC PUBLIC WORKS/AUG 2023	GENERAL FUND	SOLID WASTE TRNS STATI	56.97	
	MC PUBLIC WORKS/JUN 2023	GENERAL FUND	WEED DEPT.	45.65-	
	MC SHERIFF OFFICE/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	28.78	
	MC SHERIFF OFFICE/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	56.62	
	MC SHERIFF OFFICE/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	109.80	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MC SHERIFF OFFICE/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	205.59
	COUNTY OF MORROW/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	1,271.23
	MORROW COUNTY/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	129.48
	MC PUBLIC WORKS/JUN 2023	ROAD FUND	ROAD DEPARTMENT	45.65-
	MC PUBLIC WORKS/JUN 2023	AIRPORT FUND	AIRPORT	45.65-
	MC PUBLIC WORKS/JUL 2023	AIRPORT FUND	AIRPORT	115.56
	MC PUBLIC WORKS/AUG 2023	AIRPORT FUND	AIRPORT	58.24
	LEXINGTON AWOS/AUG 2023	AIRPORT FUND	AIRPORT	141.83
	MC FAIR/AUG 2023	FAIR	NON-DEPARTMENTAL	181.55
	MC PUBLIC WORKS/JUN 2023	PARK FUND	CUTSFORTH PARK	45.65-
	MC PUBLIC WORKS/JUN 2023	PARK FUND	CUTSFORTH PARK	24.95
	MC PUBLIC WORKS/JUL 2023	PARK FUND	CUTSFORTH PARK	27.50
	MC PUBLIC WORKS/AUG 2023	PARK FUND	CUTSFORTH PARK	25.98
	MC PUBLIC WORKS/JUN 2023	PARK FUND	ANSON WRIGHT PARK	45.65-
	ANSON WRIGHT PARK/AUG 2023	PARK FUND	ANSON WRIGHT PARK	64.20
	MC PUBLIC WORKS/JUN 2023	PARK FUND	ATV PARK	45.65-
			TOTAL:	2,287.19
CENTURYLINK COMMUNICATIONS LLC	MORROW CO/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	309.87
			TOTAL:	309.87
CENVEO	A&T/ENVELOPES	GENERAL FUND	ASSESSOR/TAX COLLECTOR	400.00
	ELECTION ENVELOPES	GENERAL FUND	COUNTY CLERK	6,271.50
	SIG-RETURN ELECTION ENVELO	GENERAL FUND	COUNTY CLERK	4,960.20
			TOTAL:	11,631.70
CHERRY, BECKY	2023 FAIR PREMIUM	FAIR	FAIR	2.00
			TOTAL:	2.00
CHI ST. ANTHONY HOSPITAL	DIRECT PAY/AC#X031346562	GENERAL FUND	SHERIFF'S DEPARTMENT	757.02
			TOTAL:	757.02
CHICK, DIXIE	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
CHILDERS, BOBBI	MILEAGE REIMBURSEMENT JUL	GENERAL FUND	COUNTY CLERK	112.66
	MILEAGE/TRVL REIMBURSE AUG	GENERAL FUND	COUNTY CLERK	40.00
	MILEAGE/TRVL REIMBURSE AUG	GENERAL FUND	COUNTY CLERK	322.59
			TOTAL:	475.25
CITY OF BOARDMAN	W-S-G SERV/DOCKEN/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	50.41
	W-S-G SERV/DOCKEN/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	22.20
	W-S-G SERV/DOCKEN/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	1.05
	W-S-G SERV DOCKEN/JUL 2023	GENERAL FUND	HEALTH DEPARTMENT	21.53
	W-S-G SERV DOCKEN/JUL 2023	GENERAL FUND	HEALTH DEPARTMENT	28.88
	W-S-G SERV/DOCKEN/JUN 2023	GENERAL FUND	HEALTH DEPARTMENT	19.32
	W-S-G SERV/DOCKEN/JUN 2023	GENERAL FUND	HEALTH DEPARTMENT	21.53
	W-S-G SERV/DOCKEN/JUN 2023	GENERAL FUND	HEALTH DEPARTMENT	28.88
	W-S-G SERV DOCKEN/JUL 2023	GENERAL FUND	PLANNING DEPARTMENT	22.20
	CITY OF BOARDMAN	BOARDMAN URBAN REN	BOARDMAN URBAN RENEW	123.44
	CITY OF BOARDMAN	WEST BOARDMAN URA	WEST BOARDMAN URA	95.57
	CITY OF BOARDMAN	CITY OG BOARDMAN B	CITY OF BOARDMAN B & I	672.05
	CITY OF BOARDMAN	CITY OF BOARDMAN	CITY OF BOARDMAN	3,070.99
			TOTAL:	4,178.05
CITY OF HEPPNER	RESTITUTION/JUVENILE DEPT	GENERAL FUND	JUVENILE DEPARTMENT	151.67

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RESTITUTION/9-14-23	GENERAL FUND	JUVENILE DEPARTMENT	151.67
	CITY OF HEPPNER	CITY OF HEPPNER	CITY OF HEPPNER	627.89
	CITY OF HEPPNER	CITY OF HEPPNER FI	CITY OF HEPPNER FIRE B	66.88
			TOTAL:	998.11
CITY OF HEPPNER WATER DEPARTMENT	EMERG MGMT BLDG WATER/AUG	GENERAL FUND	PUBLIC WORKS-GEN MAINT	229.11
	SHER STATION #2/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.79
	EMERG MGMT BLDG W-S/AUG 20	GENERAL FUND	PUBLIC WORKS-GEN MAINT	134.20
	AG MUSEUM W-S/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.79
	CRTHSE W-S/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	325.66
	LIB MUSEUM W-S/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.79
	BART W-S/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	77.79
	BART IRRIGATION #1 W/AUG 2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	93.19
	BART IRRIGATION #2 W/AUG 2	GENERAL FUND	PUBLIC WORKS-GEN MAINT	144.12
	MC FAIR W-S/AUG 2023	FAIR	NON-DEPARTMENTAL	491.80
	MCPT WATER/AUG 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	30.56
	MCPT WATER/JUL 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	30.56
			TOTAL:	1,790.36
CITY OF HERMISTON	IT SERVICE/SEP 2023	GENERAL FUND	COMPUTER	20,800.00
			TOTAL:	20,800.00
CITY OF IONE	CITY OF IONE	CITY OF IONE	CITY OF IONE	96.85
			TOTAL:	96.85
CITY OF IRRIGON	W-S-G/IRR MCGC/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	337.47
	W-S-G P&P/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	319.73
	10 SE 13TH/FCLASS PROP-WTR	GENERAL FUND	NON-DEPARTMENTAL	33.10
	CITY OF IRRIGON	CITY OF IRRIGON B	CITY OF IRRIGON B & I	293.94
	CITY OF IRRIGON	CITY OF IRRIGON	CITY OF IRRIGON	307.21
			TOTAL:	1,291.45
CMS	CMS	GENERAL FUND	NORTH TRANSFER STATION	9.95
	CMS	GENERAL FUND	SOLID WASTE TRNS STATI	13.60
	CMS	PARK FUND	CUTSFORTH PARK	217.27
	CMS	PARK FUND	ANSON WRIGHT PARK	87.19
	CMS	PARK FUND	ATV PARK	488.50
	CMS	PARK FUND	FAIRGROUNDS PARK	9.95
			TOTAL:	826.46
COLUMBIA BASIN ELECTRIC	PUBLIC WORKS/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	793.29
	PUBLIC WORKS/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	490.22
	PUBLIC WORKS/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	193.18
	PUBLIC WORKS/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,002.12
	PUBLIC WORKS/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	355.24
	PUBLIC WORKS/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	145.67
	PUBLIC WORKS/AUG 2023	GENERAL FUND	SOLID WASTE TRNS STATI	44.92
	PUBLIC WORKS/AUG 2023	ROAD FUND	ROAD DEPARTMENT	849.46
	PUBLIC WORKS/AUG 2023	AIRPORT FUND	AIRPORT	310.44
	MC FAIR/AUG 2023	FAIR	NON-DEPARTMENTAL	1,492.81
	MCPT/AUG 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	45.63
	PUBLIC WORKS/AUG 2023	PARK FUND	CUTSFORTH PARK	559.70
	PUBLIC WORKS/AUG 2023	PARK FUND	ANSON WRIGHT PARK	459.95
	PUBLIC WORKS/AUG 2023	PARK FUND	ATV PARK	1,917.05
	PUBLIC WORKS/AUG 2023	PARK FUND	FAIRGROUNDS PARK	141.00
			TOTAL:	8,800.68



VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
COMMUNITY COUNSELING SOLUTIONS	OHA CFAA SPECIAL PAYMENTS	GENERAL FUND	HEALTH DEPARTMENT	3,264.36	
	APR-JUN 2022/ADPEP C#15497	GENERAL FUND	NON-DEPARTMENTAL	18,343.00	
	OHA CFAA SPECIAL PAYMENTS	GENERAL FUND	NON-DEPARTMENTAL	5,387.46	
	ALLOTT #18/OHA C#173145 FE	GENERAL FUND	NON-DEPARTMENTAL	25,746.71	
	ALLOTT #18/OHA C#173145 FE	GENERAL FUND	NON-DEPARTMENTAL	97,709.63	
	ALLOTT #24/OHA C#173145-FE	GENERAL FUND	NON-DEPARTMENTAL	25,746.71	
	ALLOTT #24/OHA C#173145-FE	GENERAL FUND	NON-DEPARTMENTAL	166,454.05	
	TOTAL:			342,651.92	
CONCRETE SPECIAL TIES, INC	SHOP SUPPLIES	ROAD FUND	ROAD DEPARTMENT	444.84	
	TOTAL:			444.84	
CONTROL SOLUTIONS, INC.	HEALTH/CLOUD SRVC 2023-24	GENERAL FUND	HEALTH DEPARTMENT	135.00	
	TOTAL:			135.00	
COUNTRYFIED	MC FAIR 2023 ENTERTAINMENT FAIR	FAIR	FAIR	3,000.00	
	TOTAL:			3,000.00	
CROWN PAPER & JANITORIAL SUPPLY INC.	SERVICE FEE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	45.46	
	JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	106.20	
	JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	41.65	
	JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,100.15	
	OFFICE SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	599.00	
	JANITORIAL SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	127.90	
	OFFICE COPY PAPER/1CS	GENERAL FUND	NON-DEPARTMENTAL	183.57	
	OFFICE COPY PAPER/10CS	GENERAL FUND	NON-DEPARTMENTAL	599.00	
	PARKS/JANITORIAL SUPPLY	PARK FUND	CUTSFORTH PARK	911.76	
	PARKS/JANITORIAL SUPPLY	PARK FUND	ANSON WRIGHT PARK	911.77	
	PARKS/JANITORIAL SUPPLY	PARK FUND	ANSON WRIGHT PARK	911.77	
	OHV/JANITORIAL SUPPLY	PARK FUND	ATV PARK	147.70	
	TOTAL:			5,685.93	
	D & B SUPPLY, INC.	OHV/CHAINSAW CHAINS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	63.97
		#23-734/FUEL TANK & PUMP	PARK FUND	ATV PARK	633.97
TOTAL:				697.94	
DAY WIRELESS SYSTEMS	#995/UPFITTING	GENERAL FUND	SHERIFF'S DEPARTMENT	462.83	
	TOTAL:			462.83	
DCBS - BUILDING CODES DIVISION	DCBS - BUILDING CODES DIVI	GENERAL FUND	ASSESSOR/TAX COLLECTOR	110.00	
	TOTAL:			110.00	
DELL MARKETING L.P.	OFFICE 365 GCC/SEP 2023	GENERAL FUND	BOARD OF COMMISSIONERS	41.80	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	66.83	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	16.72	
	ASSESSOR/COMPUTER PURCHASE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	1,692.49	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	TREASURER	19.49	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	COUNTY CLERK	8.36	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	VETERANS	8.36	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	DISTRICT ATTORNEY	41.80	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	JUVENILE DEPARTMENT	16.72	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	83.60	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	25.08	
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	PLANNING DEPARTMENT	41.80	
	PLANNING/COMPUTER PURCHASE	GENERAL FUND	PLANNING DEPARTMENT	2,376.92	
	VLA ACROBAT 2020 LIC/PW	GENERAL FUND	PUBLIC WORKS ADMIN	314.32	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	16.72
	OFFICE 365 GCC/SEP 2023	GENERAL FUND	HUMAN RESOURCES	8.36
	OFFICE 365 GCC/SEP 2023	ROAD FUND	ROAD DEPARTMENT	25.08
	OFFICE 365 GCC/SEP 2023	FAIR	NON-DEPARTMENTAL	8.36
	OFFICE 365 GCC/SEP 2023	PARK FUND	ATV PARK	33.44
			TOTAL:	4,846.25
DENCHEL MOTORS LLC	2020 DURANGO/ENGINE REPAIR	GENERAL FUND	SHERIFF'S DEPARTMENT	1,702.64
	2019 DURANGO/BLOWN HEAD GA	GENERAL FUND	SHERIFF'S DEPARTMENT	283.07
	SHER OFF/VEHICLE REPAIR	GENERAL FUND	SHERIFF'S DEPARTMENT	187.68
			TOTAL:	2,173.39
DESERT SPRINGS BOTTLED WATER	SHER OFF/WATER DELIVERY	GENERAL FUND	SHERIFF'S DEPARTMENT	89.30
	NWE AUG 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,377.10
	NWE AUG 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,184.05
	NWE AUG 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,232.00
	NWE AUG 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,456.05
	NWE AUG 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,204.95
	NWE AUG 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,142.50
	NWE AUG 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,883.00
	NWE AUG 2023 DELIVERIES	GENERAL FUND	HEALTH DEPARTMENT	1,360.60
	GEN MAINT COOLER RENTAL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	9.95
	COURTHOUSE/WATER DELIVERY	GENERAL FUND	NON-DEPARTMENTAL	73.60
	COURTHOUSE/COOLER RENT	GENERAL FUND	NON-DEPARTMENTAL	11.95
	MCPW/WATER DELIVERY	ROAD FUND	ROAD DEPARTMENT	26.50
	SHER OFF IRR/WATER DELIVER	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	57.90
			TOTAL:	11,109.45
DEVIN OIL CO INC	FUEL/ASSESSOR AUG 15 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	90.65
	FUEL/ASSESSOR AUG 31 2023	GENERAL FUND	ASSESSOR/TAX COLLECTOR	67.46
	DA OFF FUEL/AUG 31 2023	GENERAL FUND	DISTRICT ATTORNEY	244.15
	JUVENILE/FUEL AUG 31 2023	GENERAL FUND	JUVENILE DEPARTMENT	164.55
	FUEL/JUVENILE SEP 15 2023	GENERAL FUND	JUVENILE DEPARTMENT	70.59
	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 31 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	3,693.14
	HEALTH/FUEL AUG 15 2023	GENERAL FUND	HEALTH DEPARTMENT	118.92
	FUEL/HEALTH SEP 15 2023	GENERAL FUND	HEALTH DEPARTMENT	98.66
	SHER OFF FUEL/AUG 31 2023	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	442.86
	FUEL/FAIR BOARD AUG 30 202	FAIR	NON-DEPARTMENTAL	424.00
	SHER OFF FUEL/AUG 15 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	262.53
	SHER OFF FUEL/AUG 31 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	277.04
			TOTAL:	9,237.96
DEVIN OIL CO. INC.	SHER OFF/FUEL AUG 31 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	2,766.88
	SHER OFF/FUEL AUG 31 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	664.61
	SHER OFF/FUEL AUG 31 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	306.50
			TOTAL:	3,737.99
DEVRIES INFORMATION MANAGEMENT, INC	SHRED SERVICE/JUSTICE CRT	GENERAL FUND	JUSTICE COURT	45.00
			TOTAL:	45.00
DHS-ACCOUNTS RECEIVABLE UNIT	DHS VACCINE/JAN-MAR 2023	GENERAL FUND	HEALTH DEPARTMENT	1,875.33
			TOTAL:	1,875.33
DI SALVO, ANDREA	2023 FAIR PREMIUM	FAIR	FAIR	3.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>3.00</u>
DI SALVO, FRANK	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	<u>3.00</u>
DI SALVO, MOIRA	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	<u>3.00</u>
DI SALVO, SOFIA	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	<u>3.00</u>
DILL-SPEARS, KATHERINE R	OHV HOST 8/21-9/3/23	PARK FUND	ATV PARK	780.00
	OHV HOST/ 9/4-9/17/23	PARK FUND	ATV PARK	910.00
			TOTAL:	<u>1,690.00</u>
DISH	DISPATCH NEWS SERVICE/AUG	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	138.08
	DISPATCH NEWS SERVICE/SEP	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	138.08
			TOTAL:	<u>276.16</u>
DRAGO, ROY JR	MEAL-GRDN FAM RSTRNT/IRRIG	GENERAL FUND	BOARD OF COMMISSIONERS	58.48
			TOTAL:	<u>58.48</u>
DRS IMAGING SERVICES	SCANPRO 3000 SUBSC-7/1-6/3	GENERAL FUND	COUNTY CLERK	1,094.50
			TOTAL:	<u>1,094.50</u>
EAST OREGONIAN CIRCULATION	FAIR/ UCF/FCPR GUIDE	FAIR	FAIR	300.00
	OHV/BME-YOUTH ELK HUNT	PARK FUND	ATV PARK	275.00
			TOTAL:	<u>575.00</u>
ELLIS, COLE	2023 FAIR PREMIUM	FAIR	FAIR	6.00
			TOTAL:	<u>6.00</u>
ELLIS, LAURIE LYNN	2023 MC FAIR/ENTERTAINMENT	FAIR	FAIR	2,400.00
			TOTAL:	<u>2,400.00</u>
ENVIROAD LLC	#527/EBS-RA 32.02TN	ROAD FUND	ROAD DEPARTMENT	24,655.40
	#527/EBS-RA 35.23TN	ROAD FUND	ROAD DEPARTMENT	27,127.10
	#527/EBS-RA 34.31TN	ROAD FUND	ROAD DEPARTMENT	26,418.70
	#527/EBS-RA 24.54TN	ROAD FUND	ROAD DEPARTMENT	26,595.80
	#527/EBS-RA 32.03TN	ROAD FUND	ROAD DEPARTMENT	24,663.10
			TOTAL:	<u>129,460.10</u>
EVANS, MARY	REFUND-PERMIT PURCHASE	GENERAL FUND	PLANNING DEPARTMENT	250.00
			TOTAL:	<u>250.00</u>
FAIRBANKS SCALES, INC.	MAINTENANCE SERVICE-SCALES	GENERAL FUND	HEALTH DEPARTMENT	390.00
			TOTAL:	<u>390.00</u>
FINLEY BUTTES LANDFILL CO	TRANS STN FEES/08-31-23	GENERAL FUND	SOLID WASTE TRNS STATI	572.77
	TRANS STN FEES/08-31-23	GENERAL FUND	SOLID WASTE TRNS STATI	9.00-
	TRANS STN FEES/SEP 15 2023	GENERAL FUND	SOLID WASTE TRNS STATI	275.34
			TOTAL:	<u>839.11</u>
FLETCHER, ANDREA LEIGH	CHIP-CARE SERVICE/JUL-AUG	GENERAL FUND	DISTRICT ATTORNEY	1,500.00
	CHIP-CARE SERVICE/JUL-AUG	GENERAL FUND	HEALTH DEPARTMENT	4,260.00
	MILEAGE/SUPPLY REIMBURSEME	GENERAL FUND	HEALTH DEPARTMENT	131.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MILEAGE/SUPPLY REIMBURSEME	GENERAL FUND	HEALTH DEPARTMENT	34.47
			TOTAL:	5,925.47
FLO ANALYTICS	ASA ANALYSIS/AUG 2023	GENERAL FUND	BOARD OF COMMISSIONERS	278.75
			TOTAL:	278.75
FULPER MD, JAMES C.	SERVICES RENDERED/07-24-23	GENERAL FUND	SHERIFF'S DEPARTMENT	193.00
			TOTAL:	193.00
GRAINGER	ROAD/MARKING PAINT	ROAD FUND	ROAD DEPARTMENT	720.20
			TOTAL:	720.20
GREGG, AMBER	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
GUTIERREZ, CRAIG	CDL FEE	ROAD FUND	ROAD DEPARTMENT	91.00
	2023-24 WORK BOOT REIMBURS	ROAD FUND	ROAD DEPARTMENT	200.00
			TOTAL:	291.00
GUTIERREZ, GAYLE	2023 FAIR PREMIUM	FAIR	FAIR	15.00
			TOTAL:	15.00
HANSON, RIVER	2023 FAIR PREMIUM	FAIR	FAIR	54.00
			TOTAL:	54.00
HEPPNER AUTO PARTS	#130A/MOTOR OIL	GENERAL FUND	PUBLIC WORKS-GEN MAINT	20.49
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	3.00
	#162/REGULATOR	ROAD FUND	ROAD DEPARTMENT	284.25
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	1,322.75
	#1321/DEF	ROAD FUND	ROAD DEPARTMENT	14.95
	#104/PLUG	ROAD FUND	ROAD DEPARTMENT	55.90
	#104/FUEL INJECTOR	ROAD FUND	ROAD DEPARTMENT	118.78
	#1150/PLUG KIT	ROAD FUND	ROAD DEPARTMENT	472.60
	#104/FITTING	ROAD FUND	ROAD DEPARTMENT	211.69
	SHOP/TOOLS	ROAD FUND	ROAD DEPARTMENT	60.44
	#1002/BATTERIES	ROAD FUND	ROAD DEPARTMENT	116.99
	#1150/INTAKE SET	ROAD FUND	ROAD DEPARTMENT	55.45
	#1150/INTAKE MANIFOLD	ROAD FUND	ROAD DEPARTMENT	242.54
	#104/VEHICLE REPAIR	ROAD FUND	ROAD DEPARTMENT	170.99
	#108/WATER PUMP REPAIR	ROAD FUND	ROAD DEPARTMENT	116.82
	#1411/VEHICLE REPAIR	ROAD FUND	ROAD DEPARTMENT	116.09
	DURANGO/VEHICLE MAINTENANC	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	26.95
			TOTAL:	3,410.68
HEPPNER CEMETERY DIST.	HEPPNER CEMETERY DIST.	HEPPNER CEMETERY	HEPPNER CEMETERY	79.85
			TOTAL:	79.85
HEPPNER CHAMBER OF COMMERCE	MC TOURISM/HEPPNER COC FY2	VIDEO LOTTERY ECON	ECONOMIC DEVELOPMENT	4,500.00
			TOTAL:	4,500.00
HEPPNER DAY CARE, INC.	ARPA GRANT FUNDS/PMNT 1 OF	RESILIENCY FUND	RESILIENCY FUND	50,000.00
			TOTAL:	50,000.00
HEPPNER MARKET FRESH	FAIR/BEVERAGES	FAIR	FAIR	89.02
	FAIR/BEVERAGE SUPPLY	FAIR	FAIR	79.92
	FAIR/FAIR SUPPLY	FAIR	FAIR	39.04

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FAIR/FAIR SUPPLY	FAIR	FAIR	120.15
			TOTAL:	328.13
HEPPNER RURAL FIRE PD	HEPPNER RURAL FIRE PD	HEPPNER RFPD	HEPPNER RFPD	98.45
	HEPPNER RURAL FIRE PD	HEPPNER RFD BOND	HEPPNER RFD BOND	45.90
			TOTAL:	144.35
HEPPNER WATER CONTROL DIS	HEPPNER WATER CONTROL DIS	HEPPNER WATER CONT	HEPPNER WATER CONTROL	15.14
			TOTAL:	15.14
HERMISTON AUTO PARTS	2018 RAM 2500/VEHICLE MAIN	GENERAL FUND	SHERIFF'S DEPARTMENT	59.98
	SHER OFF/VEHICLE MAINTENAN	GENERAL FUND	SHERIFF'S DEPARTMENT	26.98
	#23-734/FUSE BLOCK	PARK FUND	ATV PARK	16.49
			TOTAL:	103.45
HERMISTON QUICKY LUBE, INC.	2019 RAM 1500/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2017 RAM 1500/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2018 RAM 2500/FULL SEVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2016 RAM 1500/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2021 DURANGO/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	72.90
	2021 RAM 1500/FULL SERVICE	GENERAL FUND	SHERIFF'S DEPARTMENT	53.95
	2017 DURANGO/FULL SERVICE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	80.90
			TOTAL:	423.55
HESS, LAILA	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
HID GLOBAL CORPORATION	10/23-9/24 CMT MAINT FEE	GENERAL FUND	SHERIFF'S DEPARTMENT	1,518.00
			TOTAL:	1,518.00
HOSTETTLER-ROBINSON, DARCY	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
HRA VEBA TRUST	HRA VEBA TRUST	GENERAL FUND	NON-DEPARTMENTAL	2,812.50
	HRA VEBA TRUST	911 EMERGENCY FUND	NON-DEPARTMENTAL	187.50
	HRA VEBA TRUST	COMMUNITY CORRECTI	NON-DEPARTMENTAL	500.00
			TOTAL:	3,500.00
IALEFI	MSTR INSTRUCTOR DEV PROG	GENERAL FUND	SHERIFF'S DEPARTMENT	505.00
			TOTAL:	505.00
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	SEP 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	426.60
			TOTAL:	426.60
INLAND DEVELOPMENT CORPORATION	BUSINESS ETHERNET/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	1,844.43
	DARK FIBER LEASE/SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	2,073.20
			TOTAL:	3,917.63
INLAND IMAGING ASSOCIATES PS	DIRECT PAY/#5693594/7-23-2	GENERAL FUND	SHERIFF'S DEPARTMENT	26.00
	DIRECT PAY/#5210012/8-18-2	GENERAL FUND	SHERIFF'S DEPARTMENT	52.00
			TOTAL:	78.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
INNOVA LEGAL ADVISORS	ASA ATTY FEES 7/21-8/7/23	GENERAL FUND	BOARD OF COMMISSIONERS	2,744.00
			TOTAL:	2,744.00
INTERMOUNTAIN ESD	INTERMOUNTAIN ESD	UMATILLA-MORROW ES	UMATILLA-MORROW ESD	2,182.67
			TOTAL:	2,182.67
IONE 4TH OF JULY	MC TOURISM/IONE 4TH FY23-2	VIDEO LOTTERY ECON	ECONOMIC DEVELOPMENT	1,250.00
			TOTAL:	1,250.00
IONE RFPD	IONE RFPD	IONE RFPD	IONE RFPD	3,002.23
			TOTAL:	3,002.23
IONE SCHOOL DISTRICT	IONE SCHOOL DISTRICT	IONE SCH DIST B&I	IONE SCH DIST B&I	482.59
	IONE SCHOOL DISTRICT	IONE SCHOOL DISTRI	IONE SCHOOL DISTRICT	1,129.75
			TOTAL:	1,612.34
IONE-LEXINGTON CEMETERY	IONE-LEXINGTON CEMETERY	IONE-LEX CEMETERY	IONE-LEX CEMETERY	88.19
			TOTAL:	88.19
IRON MOUNTAIN INC.	FINANCE-HR/SHREDDING SERVI	GENERAL FUND	ADMINISTRATIVE SERVICE	187.85
	FINANCE-HR/SHREDDING SERVI	GENERAL FUND	HUMAN RESOURCES	187.84
			TOTAL:	375.69
IRRIGON - BOARDMAN EMERGENCY ASSISTANC	MONTHLY ALLOCATION/SEP 202	GENERAL FUND	NON-DEPARTMENTAL	2,083.33
	MONTHLY ALLOCATION/SEP 202	RESILIENCY FUND	RESILIENCY FUND	2,083.33
			TOTAL:	4,166.66
IRRIGON CEMETERY DIST.	IRRIGON CEMETERY DIST.	IRRIGON CEMETERY	IRRIGON CEMETERY	34.52
			TOTAL:	34.52
IRRIGON CHAMBER OF COMMERCE	MC TOURISM/IRRIGON COC FY2	VIDEO LOTTERY ECON	ECONOMIC DEVELOPMENT	2,500.00
			TOTAL:	2,500.00
IRRIGON PARK & REC DIST.	IRRIGON PARK & REC DIST.	IRRIGON PARK	IRRIGON PARK	137.19
			TOTAL:	137.19
IRRIGON RURAL FIRE DEPARTMENT	IRRIGON RURAL FIRE DEPARTM	IRRIGON RFPD	IRRIGON RFPD	181.94
			TOTAL:	181.94
IRRIGON WATERMELON FESTIVAL	MC TOURISM/IRR MELON FESTI	VIDEO LOTTERY ECON	ECONOMIC DEVELOPMENT	1,250.00
			TOTAL:	1,250.00
IRS	SEP 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	34,098.86
			TOTAL:	34,098.86
JACOBS, AYDEN	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
JENSEN, MATTHEW	FUEL REIMBURSEMENT	GENERAL FUND	BOARD OF COMMISSIONERS	28.00
			TOTAL:	28.00
JEPSEN PEST CONTROL, INC.	SHER OFF/RODENT SERVICE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	66.00
	FAIR/RODENT SERVICE	FAIR	NON-DEPARTMENTAL	86.00
			TOTAL:	152.00
JLC CONTRACTING, INC.	ROAD MOWING AND BRUSHING	ROAD FUND	ROAD DEPARTMENT	18,425.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>18,425.00</u>
JOHNSON, JAIDYN	2023 FAIR PREMIUM	FAIR	FAIR	<u>9.00</u>
			TOTAL:	<u>9.00</u>
JOHNSON, RAEGAN	2023 FAIR PREMIUM	FAIR	FAIR	<u>6.00</u>
			TOTAL:	<u>6.00</u>
KELTON, PIPER	2023 FAIR PREMIUM	FAIR	FAIR	<u>2.00</u>
			TOTAL:	<u>2.00</u>
KEN-MAR LLC	2023 SIENNA/WINDSHIELD REP	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	<u>678.40</u>
			TOTAL:	<u>678.40</u>
KENNETH COLE COUNSELING, P.S	SHER OFF/PSYCH EVALUATION	GENERAL FUND	SHERIFF'S DEPARTMENT	<u>700.00</u>
			TOTAL:	<u>700.00</u>
KENWORTH SALES COMPANY	#1263/15 FILTERS-3 DRAIN P	ROAD FUND	ROAD DEPARTMENT	<u>1,263.63</u>
			TOTAL:	<u>1,263.63</u>
KIE SUPPLY CORPORATION	SHER OFF/REPAIR PARTS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	<u>51.55</u>
			TOTAL:	<u>51.55</u>
KIMBALL MIDWEST	SHOP/SUPPLY	ROAD FUND	ROAD DEPARTMENT	<u>308.40</u>
	SHOP/STOCK SUPPLY	ROAD FUND	ROAD DEPARTMENT	<u>242.76</u>
	SHOP/STOCK SUPPLY	ROAD FUND	ROAD DEPARTMENT	<u>808.36</u>
			TOTAL:	<u>1,359.52</u>
KREBS, ANNIE	2023 FAIR PREMIUM	FAIR	FAIR	<u>2.00</u>
			TOTAL:	<u>2.00</u>
KWVN	FAIR/ADVERTISING	FAIR	FAIR	<u>500.00</u>
			TOTAL:	<u>500.00</u>
LANGUAGE LINE SERVICES INC.	O-T-P INTERPRETER FEE/AUG	GENERAL FUND	SHERIFF'S DEPARTMENT	<u>470.32</u>
	O-T-P INTERPRETER FEE/JUL	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	<u>541.88</u>
			TOTAL:	<u>1,012.20</u>
LATHIM, RICHARD	MC FAIR 2023/SWINE JUDGE	FAIR	FAIR	<u>500.00</u>
			TOTAL:	<u>500.00</u>
LEGISLATIVE COUNSEL	2022 CRIMINAL CODE OF OREG	LAW LIBRARY	COUNTY CLERK	<u>870.00</u>
	2021 OREGON REV STATUTES	LAW LIBRARY	COUNTY CLERK	<u>1,850.00</u>
			TOTAL:	<u>2,720.00</u>
LES SCHWAB TIRE CENTER	GRADER TIRES	ROAD FUND	ROAD DEPARTMENT	<u>10,655.04</u>
	TIRE BAY/SUPPLY	ROAD FUND	ROAD DEPARTMENT	<u>134.50</u>
	RAM 2500/BATTERY	ROAD FUND	ROAD DEPARTMENT	<u>408.58</u>
	#21003/BATTERIES	ROAD FUND	ROAD DEPARTMENT	<u>460.78</u>
	SHOP/TRAILER TIRES	ROAD FUND	ROAD DEPARTMENT	<u>6,809.52</u>
	#1263/TIRE SERVICE	ROAD FUND	ROAD DEPARTMENT	<u>159.92</u>
	#1264/FLAT REPAIR	ROAD FUND	ROAD DEPARTMENT	<u>81.99</u>
	#1326/GRADER TIRE	ROAD FUND	ROAD DEPARTMENT	<u>1,167.86</u>
	OHV/#731/BRAKE SERVICE	PARK FUND	ATV PARK	<u>831.19</u>
	#170/VEHICLE REPAIR	PARK FUND	ATV PARK	<u>1,770.00</u>
	#170/BATTERY REPLACEMENT	PARK FUND	ATV PARK	<u>58.13</u>

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>22,537.51</u>
LEXISNEXIS	DA SUBSCRIPTION/AUG 2023	LAW LIBRARY	COUNTY CLERK	<u>234.00</u>
			TOTAL:	<u>234.00</u>
LIFE FLIGHT	LIFE FLIGHT	GENERAL FUND	NON-DEPARTMENTAL	65.00
	LIFE FLIGHT	GENERAL FUND	NON-DEPARTMENTAL	<u>119.16</u>
			TOTAL:	<u>184.16</u>
LIFEMAP ASSURANCE COMPANY	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	777.99
	LIFEMAP ASSURANCE COMPANY	GENERAL FUND	NON-DEPARTMENTAL	49.40
	LIFEMAP ASSURANCE COMPANY	ROAD FUND	NON-DEPARTMENTAL	174.32
	LIFEMAP ASSURANCE COMPANY	ROAD FUND	NON-DEPARTMENTAL	30.91
	LIFEMAP ASSURANCE COMPANY	AIRPORT FUND	NON-DEPARTMENTAL	3.39
	LIFEMAP ASSURANCE COMPANY	AIRPORT FUND	NON-DEPARTMENTAL	0.05
	LIFEMAP ASSURANCE COMPANY	911 EMERGENCY FUND	NON-DEPARTMENTAL	23.77
	LIFEMAP ASSURANCE COMPANY	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	19.02
	LIFEMAP ASSURANCE COMPANY	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	9.51-
	LIFEMAP ASSURANCE COMPANY	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	9.51
	LIFEMAP ASSURANCE COMPANY	BUILDING PERMIT FU	NON-DEPARTMENTAL	2.40
	LIFEMAP ASSURANCE COMPANY	BUILDING PERMIT FU	NON-DEPARTMENTAL	0.48
	LIFEMAP ASSURANCE COMPANY	PARK FUND	NON-DEPARTMENTAL	39.65
	LIFEMAP ASSURANCE COMPANY	PARK FUND	NON-DEPARTMENTAL	14.26
	LIFEMAP ASSURANCE COMPANY	COMMUNITY CORRECTI	NON-DEPARTMENTAL	40.44
	LIFEMAP ASSURANCE COMPANY	COMMUNITY CORRECTI	NON-DEPARTMENTAL	<u>9.51</u>
			TOTAL:	<u>1,185.59</u>
LOORMAN EDUCATION SERVICES	2023-24 ALL ACCESS PASS	GENERAL FUND	ADMINISTRATIVE SERVICE	1,194.00
	2023-24 ALL ACCESS PASS	GENERAL FUND	HUMAN RESOURCES	<u>796.00</u>
			TOTAL:	<u>1,990.00</u>
MACARIO'S MEXICAN RESTAURANT	MEAL-MACARIOS/BOARDMAN	GENERAL FUND	BOARD OF COMMISSIONERS	<u>302.00</u>
			TOTAL:	<u>302.00</u>
MC CABE, ADAM (AJ)	2023 FAIR PREMIUM	FAIR	FAIR	<u>33.00</u>
			TOTAL:	<u>33.00</u>
MC CABE, ANSON	2023 FAIR PREMIUM	FAIR	FAIR	<u>33.00</u>
			TOTAL:	<u>33.00</u>
MC CORMACK, JAMIE	2023 FAIR PREMIUM	FAIR	FAIR	<u>4.00</u>
			TOTAL:	<u>4.00</u>
MCCABE, MATTIS	2023 FAIR PREMIUM	FAIR	FAIR	<u>6.00</u>
			TOTAL:	<u>6.00</u>
MCCABE, MORGAN	2023 FAIR PREMIUM	FAIR	FAIR	<u>9.00</u>
			TOTAL:	<u>9.00</u>
MCKERALL II, DONALD D	FAIR/NIGHT SECURITY MONITO	FAIR	FAIR	<u>1,950.00</u>
			TOTAL:	<u>1,950.00</u>
MCKESSON MEDICAL-SURGICAL GOVERNMENT S	PHARMACEUTICAL	GENERAL FUND	HEALTH DEPARTMENT	46.39
	MEDICAL SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	85.95
	PHARMACEUITICALS	GENERAL FUND	HEALTH DEPARTMENT	79.98
	MEDICAL SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	<u>559.88</u>



VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	772.20
MID-AMERICAN RESEARCH CHEMICAL	ROAD/SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	472.48
	ROAD/SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	174.94
			TOTAL:	647.42
MILLER & SONS DISPOSAL SERVICE LLC	DISPOSAL SERV-FW/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00
	DISPOSAL SERV-FW/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00
	DISPOSAL SERV-FW/AUG 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	82.00
	DISPOSAL SERV-STTS/AUG 2023	GENERAL FUND	SOLID WASTE TRNS STATI	1,080.00
	DISPOSAL SERV-STTS/AUG 2023	GENERAL FUND	SOLID WASTE TRNS STATI	810.00
	DISPOSAL SERV-STTS/AUG 2023	GENERAL FUND	SOLID WASTE TRNS STATI	1,080.00
	DISPOSAL SERV-STTS/AUG 2023	GENERAL FUND	SOLID WASTE TRNS STATI	1,260.00
	DISPOSAL SERV-STTS/AUG 2023	GENERAL FUND	SOLID WASTE TRNS STATI	810.00
	DISPOSAL SERV-FW/AUG 2023	ROAD FUND	ROAD DEPARTMENT	82.00
	DISPOSAL SERV-FAIR/AUG 202	FAIR	NON-DEPARTMENTAL	2,135.25
	DISPOSAL SERV-FW/AUG 2023	FAIR	NON-DEPARTMENTAL	164.00
	DISPOSAL SERV-CUTS/AUG 202	PARK FUND	CUTSFORTH PARK	186.00
	DISPOSAL SERV-OHV/AUG 2023	PARK FUND	ATV PARK	630.00
			TOTAL:	8,483.25
MILLER & SONS EXCAVATING	OHV/CAMPGROUND CONCRETE WO	PARK FUND	ATV PARK	1,704.00
			TOTAL:	1,704.00
MOBILE HOME OMBUDSMAN	MOBILE HOME OMBUDSMAN	MAN. STRUCTURE OMB	MOBILE HOME OMBUDSMAN	7.79
			TOTAL:	7.79
MONTANA DEPARTMENT OF REVENUE	SEP 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	64.57
			TOTAL:	64.57
MOON SECURITY SERVICE, INC	FIRE MONITOR-FAIR/SEP 2023	FAIR	NON-DEPARTMENTAL	59.00
			TOTAL:	59.00
MOORE, ZACHARY J	MC FAIR 2023/SHEEP&GOAT JU	FAIR	FAIR	1,000.00
			TOTAL:	1,000.00
MORRIS, ELIZABETH	AW HOST 8/21-9/3/23	PARK FUND	ANSON WRIGHT PARK	400.00
	AW HOST RELIEF/ 9/4-9/17/2	PARK FUND	ANSON WRIGHT PARK	480.00
			TOTAL:	880.00
MORRIS, ROBERT	HOST ASSIST 8/21-9/3/2023	PARK FUND	ANSON WRIGHT PARK	80.00
	AW HOST ASSIST/ 9/4-9/15/2	PARK FUND	ANSON WRIGHT PARK	40.00
			TOTAL:	120.00
MORROW CO 4-H	REIMBURSEMENT FOR FAIR HAY	FAIR	FAIR	90.00
			TOTAL:	90.00
MORROW CO CLERK	TAX COLLECT RECORD/JUN 202	GENERAL FUND	ASSESSOR/TAX COLLECTOR	1,392.00
			TOTAL:	1,392.00
MORROW CO GRAIN GROWERS	SHER OFF/PROPANE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	1,393.50
	COURTHOUSE/PROPANE TANK RE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	105.00
	SHOP SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	205.47
	FAIRGROUND GROUNDS MAINTEN	GENERAL FUND	PUBLIC WORKS-GEN MAINT	37.00
	FAIR/GROUNDS MAINTENANCE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	149.41
	WEED/VEHICLE MAINTENANCE	GENERAL FUND	WEED DEPT.	19.47

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WEED/VEHICLE MAINTENANCE	GENERAL FUND	WEED DEPT.	3.92
	WEED/CHEMICAL MIX STATION	GENERAL FUND	WEED DEPT.	300.66
	WEED/SAFETY EQUIPMENT	GENERAL FUND	WEED DEPT.	4.99
	SPRAYER REPAIR	GENERAL FUND	WEED DEPT.	1,009.39
	#1321/DEF FLUID	ROAD FUND	ROAD DEPARTMENT	15.49
	#1700/VENT CAP	ROAD FUND	ROAD DEPARTMENT	51.99
	#1139/FUEL TRANSFER HOSE	ROAD FUND	ROAD DEPARTMENT	89.99
	#1264 TIRE VALVE	ROAD FUND	ROAD DEPARTMENT	7.49
	SHOP/GRINDER	ROAD FUND	ROAD DEPARTMENT	79.99
	22-005/V BELTS	ROAD FUND	ROAD DEPARTMENT	197.97
	ROAD/SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	59.80
	#1124/EQUIPMENT REPAIR	ROAD FUND	ROAD DEPARTMENT	24.98
	#524/VEHICLE REPAIR	ROAD FUND	ROAD DEPARTMENT	84.46
	SMALL ENGINE FUEL/UNLEADED	ROAD FUND	ROAD DEPARTMENT	165.31
	ROAD/SAFETY EQUIPMENT	ROAD FUND	ROAD DEPARTMENT	29.95
	#1158/HITCH PIN	ROAD FUND	ROAD DEPARTMENT	6.99
	SHOP/MEASURING TAPE	ROAD FUND	ROAD DEPARTMENT	55.19
	ROAD/MISC SUPPLY	ROAD FUND	ROAD DEPARTMENT	95.45
	ROAD/MISC SUPPLY	ROAD FUND	ROAD DEPARTMENT	55.98
	#603/CHAINS, PPE	ROAD FUND	ROAD DEPARTMENT	218.60
	#603/CHAINS, PPE	ROAD FUND	ROAD DEPARTMENT	44.97
	ROAD/SAFETY EQUIPMENT	ROAD FUND	ROAD DEPARTMENT	39.98
	PRESSURE WASHER FITTING	ROAD FUND	ROAD DEPARTMENT	7.99
	AWOS/GROUNDS MAINTENANCE	AIRPORT FUND	AIRPORT	20.18
	FAIR/PROPANE	FAIR	NON-DEPARTMENTAL	112.44
	FAIR/PROPANE	FAIR	NON-DEPARTMENTAL	75.82
	FAIR/PROPANE TANK RENTAL	FAIR	NON-DEPARTMENTAL	50.00
	FAIR/PROPANE TANK RENTAL	FAIR	NON-DEPARTMENTAL	50.00
	FAIR/GROUNDS MAINTENANCE	FAIR	NON-DEPARTMENTAL	150.00
	AW HOST/PROPANE	PARK FUND	ANSON WRIGHT PARK	51.41
	OHV/PROPANE	PARK FUND	ATV PARK	177.94
	OHV/PROPANE	PARK FUND	ATV PARK	177.95
	OHV HOST/PROPANE	PARK FUND	ATV PARK	56.72
	OHV/PROPANE	PARK FUND	ATV PARK	36.29
	OHV/SHOP STOCK	PARK FUND	ATV PARK	89.70
	OHV/MISC SUPPLY	PARK FUND	ATV PARK	126.94
	#1703/VEHICLE REPAIR	PARK FUND	ATV PARK	279.98
	OHV/SHOP STOCK	PARK FUND	ATV PARK	230.42
	OHV/SHOP STOCK	PARK FUND	ATV PARK	10.99
	OHV/WASHER REPAIR	PARK FUND	ATV PARK	8.99
	#1726/WINDSHIELD REPLACEME	PARK FUND	ATV PARK	1,399.99
			TOTAL:	7,667.14
MORROW CO HEALTH DISTRICT	CDL PHYSICAL/JUN 2023	ROAD FUND	ROAD DEPARTMENT	134.40
MORROW CO HEALTH DISTRICT	MORROW CO HEALTH D	MORROW CO HEALTH D	MORROW CO HEALTH DISTR	3,301.99
			TOTAL:	3,436.39
MORROW CO SCHOOL DIST	MORROW CO SCHOOL DIST	MORROW CO SCHOOL D	MORROW CO SCHOOL DISTR	13,174.45
			TOTAL:	13,174.45
MORTER, YVONNE	MILEAGE REIMBURSE/AUG 2023	GENERAL FUND	HEALTH DEPARTMENT	33.41
			TOTAL:	33.41
NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	926.00
	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	784.00
	NATIONWIDE RETIREMENT	GENERAL FUND	NON-DEPARTMENTAL	200.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NATIONWIDE RETIREMENT	ROAD FUND	NON-DEPARTMENTAL	105.00
	NATIONWIDE RETIREMENT	ROAD FUND	NON-DEPARTMENTAL	357.50
	NATIONWIDE RETIREMENT	AIRPORT FUND	NON-DEPARTMENTAL	110.25
	NATIONWIDE RETIREMENT	AIRPORT FUND	NON-DEPARTMENTAL	7.87
	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	0.63
			TOTAL:	2,650.00
NEIGHBORHOOD CENTER OF SOUTH MORROW CO	MONTHLY ALLOCATION/SEP 202	GENERAL FUND	NON-DEPARTMENTAL	2,083.33
	MONTHLY ALLOCATION/SEP 202	RESILIENCY FUND	RESILIENCY FUND	2,083.33
			TOTAL:	4,166.66
NORTH MORROW TIMES	MCPT/WEEKLY DRIVER	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	225.50
	OHV/YOUTH ELK HUNT	PARK FUND	ATV PARK	221.00
			TOTAL:	446.50
NORTH MORROW VECTOR CONT	NORTH MORROW VECTOR CONT	N MORROW VECTOR CO	N MORROW VECTOR CONTRO	791.88
			TOTAL:	791.88
NORTHWEST EQUIPMENT SALES, INC.	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	32.86
	#1005/TIRES	ROAD FUND	ROAD DEPARTMENT	1,105.62
	#270/DUMP VALVE	ROAD FUND	ROAD DEPARTMENT	704.41
	#1002/THERMOSTAT	ROAD FUND	ROAD DEPARTMENT	85.48
	#1263/1264-FIRE EXTINGUISH	ROAD FUND	ROAD DEPARTMENT	110.18
	#1004/WIPER ARM	ROAD FUND	ROAD DEPARTMENT	103.32
	#1004/OIL DIPSTICK	ROAD FUND	ROAD DEPARTMENT	90.84
	STOP STOCK	ROAD FUND	ROAD DEPARTMENT	116.20
	SHOP STOCK	ROAD FUND	ROAD DEPARTMENT	123.88
	#238/HUB KIT	ROAD FUND	ROAD DEPARTMENT	22.28
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	101.86
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	40.20
	SHOP SUPPLY	ROAD FUND	ROAD DEPARTMENT	356.32
			TOTAL:	2,993.45
ODP BUSINESS SOLUTIONS, LLC	TREASURER/OFFICE SUPPLY	GENERAL FUND	TREASURER	62.96
	TREASURER/OFFICE SUPPLY	GENERAL FUND	TREASURER	38.58
	VETERANS/OFFICE SUPPLY	GENERAL FUND	VETERANS	105.35
	VETERANS/OFFICE SUPPLY	GENERAL FUND	VETERANS	19.88
	VETERANS/OFFICE SUPPLY	GENERAL FUND	VETERANS	9.12
	VETERANS/OFFICE SUPPLY	GENERAL FUND	VETERANS	25.66
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	5.79
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	48.46
	JUSTICE CRT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	51.75
	DA OFF/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	46.37
	HR/OFFICE SUPPLY	GENERAL FUND	HUMAN RESOURCES	46.11
	HR/OFFICE SUPPLY	GENERAL FUND	HUMAN RESOURCES	6.99
	HR/OFFICE SUPPLY	GENERAL FUND	HUMAN RESOURCES	18.33
	HR/OFFICE SUPPLY	GENERAL FUND	HUMAN RESOURCES	5.87
	HR/OFFICE SUPPLY	GENERAL FUND	HUMAN RESOURCES	50.64
			TOTAL:	541.86
OGLETREE DEAKINS	LEGAL SERVICES/JUL 2023	GENERAL FUND	HUMAN RESOURCES	4,300.00
			TOTAL:	4,300.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ONE AMERICA	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	6,377.72
	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	6,377.72
	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	521.80
	ONE AMERICA	GENERAL FUND	NON-DEPARTMENTAL	97.34
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,617.96
	ONE AMERICA	ROAD FUND	NON-DEPARTMENTAL	1,815.54
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	712.68
	ONE AMERICA	SPEC TRANSPORTATIO	NON-DEPARTMENTAL	712.68
	ONE AMERICA	BUILDING PERMIT FU	NON-DEPARTMENTAL	46.86
	ONE AMERICA	BUILDING PERMIT FU	NON-DEPARTMENTAL	46.86
			TOTAL:	18,327.16
OR DEPT OF ADMIN SERVICES	2023-24 LESO POLICE PROGRA	GENERAL FUND	SHERIFF'S DEPARTMENT	500.00
			TOTAL:	500.00
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/AUG 2	JUSTICE COURT BAIL	NON-DEPARTMENTAL	6,991.00
	SEP 2023 RETIREMENT TAXES	M.C. RETIRE. PLAN	NON-DEPARTMENTAL	15,953.18
			TOTAL:	22,944.18
OR GOVERNMENT FINANCE OFFICERS ASSOCIA	2023-24 MEMBERSHIP	GENERAL FUND	TREASURER	120.00
			TOTAL:	120.00
OR PARKS & RECREATION DEPT	ATV PERMITS(46)/AUG 2023	PARK FUND	ATV PARK	414.00
			TOTAL:	414.00
OR STATE SHERIFF'S ASSN	2023 ANNUAL CONF REGISTRAT	GENERAL FUND	SHERIFF'S DEPARTMENT	500.00
	CHL SUBCOMMITTEE MTG	GENERAL FUND	SHERIFF'S DEPARTMENT	300.00
			TOTAL:	800.00
OR TRAIL LIBRARY DIST	OR TRAIL LIBRARY DIST	OREGON TRAIL LIBRA	OREGON TRAIL LIBRARY D	788.96
			TOTAL:	788.96
OREGON ACCREDITATION ALLIANCE	2023-24 OAA ANNUAL FEE/COM	GENERAL FUND	SHERIFF'S DEPARTMENT	3,489.00
			TOTAL:	3,489.00
OREGON AFSCME COUNCIL 75	OREGON AFSCME COUNCIL 75	GENERAL FUND	NON-DEPARTMENTAL	1,067.26
	OREGON AFSCME COUNCIL 75	ROAD FUND	NON-DEPARTMENTAL	772.50
	OREGON AFSCME COUNCIL 75	AIRPORT FUND	NON-DEPARTMENTAL	0.59
	OREGON AFSCME COUNCIL 75	VICTIM/WITNESS ASS	NON-DEPARTMENTAL	57.10
	OREGON AFSCME COUNCIL 75	BUILDING PERMIT FU	NON-DEPARTMENTAL	6.56
	OREGON AFSCME COUNCIL 75	PARK FUND	NON-DEPARTMENTAL	34.38
			TOTAL:	1,938.39
OREGON TEAMSTER	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	38,091.13
	OREGON TEAMSTER	GENERAL FUND	NON-DEPARTMENTAL	0.30
	OREGON TEAMSTER	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,332.11
	OREGON TEAMSTER	COMMUNITY CORRECTI	NON-DEPARTMENTAL	6,218.96
			TOTAL:	46,642.50
OREGON TRAIL PRO RODEO	2023-24 BUDGET ALLOCATION	VIDEO LOTTERY ECON	COMMUNITY DEVELOPMENT	15,000.00
			TOTAL:	15,000.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OXARC, INC.	CYLINDER TANK RENT/AUG 202	ROAD FUND	ROAD DEPARTMENT	12.14
			TOTAL:	12.14
PENDLETON FAMILY DENTAL	MED SRVC RENDERED/AUG 7 20	GENERAL FUND	SHERIFF'S DEPARTMENT	353.00
			TOTAL:	353.00
PERRY-NELSON, ANDREA	BOOKS/SAFETY COMM HLTH PRO	SAFETY COMMITTEE F	NON-DEPARTMENTAL	600.00
			TOTAL:	600.00
PERS-OPSRP	PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	3,139.51
	PERS-OPSRP	GENERAL FUND	NON-DEPARTMENTAL	3,348.66
			TOTAL:	6,488.17
PETTYJOHN'S FARM & BUILDERS SUPPLY	WEED/SMALL TOOLS & EQUIP	GENERAL FUND	WEED DEPT.	62.97
	ROAD/BUNKER HILL PAVING PR	ROAD FUND	ROAD DEPARTMENT	499.84
	#1605/PUP TRAILER	ROAD FUND	ROAD DEPARTMENT	112.45
	FAIR/TRACTOR REPAIR	FAIR	NON-DEPARTMENTAL	42.36
	FAIR/GENERAL MAINTENANCE	FAIR	NON-DEPARTMENTAL	318.63
	FAIR/GENERAL MAINTENANCE	FAIR	NON-DEPARTMENTAL	118.66
	FAIR/GENERAL MAINTENANCE	FAIR	NON-DEPARTMENTAL	221.24
	FAIR/GENERAL MAINTENANCE	FAIR	NON-DEPARTMENTAL	335.48
	FAIR/GENERAL MAINTENANCE	FAIR	NON-DEPARTMENTAL	102.20
	AW/GROUNDS MAINTENANCE	PARK FUND	ANSON WRIGHT PARK	11.90
	OHV/BUILDING MAINTENANCE	PARK FUND	ATV PARK	70.21
	OHV/BATTERIES	PARK FUND	ATV PARK	15.18
			TOTAL:	1,911.12
PHILPOTT, ELLY	2023 FAIR PREMIUM	FAIR	FAIR	9.00
			TOTAL:	9.00
PITNEY BOWES INC.	CRTHSE/POST METER REFILL	GENERAL FUND	NON-DEPARTMENTAL	10,000.00
			TOTAL:	10,000.00
PORT OF MORROW	PORT OF MORROW	PORT OF MORROW	PORT OF MORROW	301.66
			TOTAL:	301.66
POZZI, RANDALL	REFUND-OVERPAYMENT	JUSTICE COURT BAIL	NON-DEPARTMENTAL	65.00
			TOTAL:	65.00
PREMIER GLASS, LLC	2017 EQUINOX/WINDSHLD REPL	GENERAL FUND	HEALTH DEPARTMENT	595.00
	2014 IMPALA/WINDSHIELD REP	GENERAL FUND	HEALTH DEPARTMENT	445.00
	EQUINOX/CHIP REPAIR	GENERAL FUND	HEALTH DEPARTMENT	75.00
	2016 IMPALA/WINDSHLD REPLA	GENERAL FUND	HEALTH DEPARTMENT	445.00
			TOTAL:	1,560.00
PROPIO LS, LLC	PHONE INTERPRET SRVC/AUG 2	GENERAL FUND	HEALTH DEPARTMENT	62.37
			TOTAL:	62.37
PURVES, ROBERT	MC FAIR 2023/BUYERS LUNCH	FAIR	FAIR	383.62
			TOTAL:	383.62
QUILTER, MYLEE	2023 FAIR PREMIUM	FAIR	FAIR	2.00
			TOTAL:	2.00
RANCH & HOME INC.	OHV/SMALL TOOLS	PARK FUND	ATV PARK	506.97
			TOTAL:	506.97

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RAUCH, GARIN	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
RAYMOND JAMES & ASSOCIATES	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	43,191.98
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	2,870.31
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	44,241.54
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	2,850.14
	RAYMOND JAMES & ASSOCIATES	GENERAL FUND	NON-DEPARTMENTAL	1,790.09
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	7,713.74
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	345.00
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	8,102.70
	RAYMOND JAMES & ASSOCIATES	ROAD FUND	NON-DEPARTMENTAL	446.12
	RAYMOND JAMES & ASSOCIATES	AIRPORT FUND	NON-DEPARTMENTAL	360.57
	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	2,144.65
	RAYMOND JAMES & ASSOCIATES	911 EMERGENCY FUND	NON-DEPARTMENTAL	2,190.53
	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	42.41
	RAYMOND JAMES & ASSOCIATES	BUILDING PERMIT FU	NON-DEPARTMENTAL	79.47
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	1,500.89
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	5.00
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	1,500.89
	RAYMOND JAMES & ASSOCIATES	PARK FUND	NON-DEPARTMENTAL	5.00
	RAYMOND JAMES & ASSOCIATES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	2,336.88
	RAYMOND JAMES & ASSOCIATES	COMMUNITY CORRECTI	NON-DEPARTMENTAL	2,683.65
			TOTAL:	126,272.89
REDWOOD TOXICOLOGY LABORATORY, INC.	P&P/LAB SUPPLIES	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	1,275.39
			TOTAL:	1,275.39
REISIG, STEVEN & HAZEL	REISIG, STEVEN & HAZEL	UNSEGREGATED TAXES	UNSEGREGATED TAXES	10.07
			TOTAL:	10.07
RICOH USA, INC.	VETERANS COPIER/JUL 2023	GENERAL FUND	VETERANS	11.28
	VETERANS COPIER USE/AUG 20	GENERAL FUND	VETERANS	7.87
	PLANNING/COPPIER USE NOV 2	GENERAL FUND	PLANNING DEPARTMENT	71.75
			TOTAL:	90.90
RJA TECHNOLOGY LLC	PUGMILL/SIGNAL HORN	ROAD FUND	ROAD DEPARTMENT	564.48
			TOTAL:	564.48
ROBERSON MOTORS	DISPATCH/2023 DURANGO PURC	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	40,295.34
			TOTAL:	40,295.34
RWC INTERNATIONAL, LTD.	FINANCE CHARGE/JUN 2023	ROAD FUND	ROAD DEPARTMENT	53.02
	SHOP/STOCK SUPPLY	ROAD FUND	ROAD DEPARTMENT	138.12
	#219/STEPS	ROAD FUND	ROAD DEPARTMENT	803.66
			TOTAL:	994.80
SANITARY DISPOSAL, INC.	N TRANS STN FEES/JUL 2023	GENERAL FUND	NORTH TRANSFER STATION	7,781.52
	N TRANS STN FEES/AUG 2023	GENERAL FUND	NORTH TRANSFER STATION	7,495.47
			TOTAL:	15,276.99

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
SANOFI PASTEUR INC.	FLUZONE VACCINE	GENERAL FUND	HEALTH DEPARTMENT	7,952.45	
			TOTAL:	7,952.45	
SCHAFFER W, RODNEY	HEALTH OFFICER PMNT/SEP 20	GENERAL FUND	HEALTH DEPARTMENT	350.00	
	HEALTH OFFICER PMNT/SEP 20	GENERAL FUND	HEALTH DEPARTMENT	400.00	
			TOTAL:	750.00	
SCHONBACHLER, ASHER	2023 FAIR PREMIUM	FAIR	FAIR	3.00	
			TOTAL:	3.00	
SCHONBACHLER, ELIANA	2023 FAIR PREMIUM	FAIR	FAIR	3.00	
			TOTAL:	3.00	
SCHULTZ, DANIAL	19 CHARGER/WINDSHIELD REPL	GENERAL FUND	SHERIFF'S DEPARTMENT	755.55	
	18 DURANGO/WINDSHIELD REPL	GENERAL FUND	SHERIFF'S DEPARTMENT	851.40	
			TOTAL:	1,606.95	
SCHULTZ, LINDA	2023 FAIR PREMIUM	FAIR	FAIR	9.00	
			TOTAL:	9.00	
SCOTT, SHANE	2023 FAIR PREMIUM	FAIR	FAIR	21.00	
			TOTAL:	21.00	
SILBAUGH, CAREY	MC FAIR 2023/SM ANIMALS JU	FAIR	FAIR	300.00	
			TOTAL:	300.00	
SIMIANO, EDWARD	MISPAYMENT REFUND	GENERAL FUND	PLANNING DEPARTMENT	95.00	
			TOTAL:	95.00	
SMITH, KAYE	MC FAIR 2023/DOG JUDGE	FAIR	FAIR	300.00	
			TOTAL:	300.00	
SMITH, KIMBER	2023 FAIR PREMIUM	FAIR	FAIR	3.00	
			TOTAL:	3.00	
SMITTY'S ACE HARDWARE	SHOP/EQUIPMENT	GENERAL FUND	PUBLIC WORKS ADMIN	28.99	
	BUILDING MAINT/SUPPLY	GENERAL FUND	PUBLIC WORKS-GEN MAINT	13.58	
	BUILDING MAINTENANCE/BATTE	GENERAL FUND	PUBLIC WORKS-GEN MAINT	13.99	
	ROAD/MISC SUPPLY	ROAD FUND	ROAD DEPARTMENT	299.99	
	ROAD/SIGNAGE	ROAD FUND	ROAD DEPARTMENT	26.36	
	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	1,427.00	
	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	1,198.00-	
	ROAD/SMALL TOOLS	ROAD FUND	ROAD DEPARTMENT	999.98	
	ROAD/MISC SUPPLY	ROAD FUND	ROAD DEPARTMENT	327.97	
	OHV/BUILDING MAINT	PARK FUND	ATV PARK	538.96	
	OHV/MISC SUPPLY	PARK FUND	ATV PARK	88.97-	
	OHV/MISC SUPPLY	PARK FUND	ATV PARK	75.96	
	OHV/MISC SUPPLY	PARK FUND	ATV PARK	81.95	
	OHV/SMALL TOOLS	PARK FUND	ATV PARK	1,016.96	
			TOTAL:	3,564.72	
	SOLV BUSINESS SOLUTIONS-CONNECTED SAFE	PAYROLL CHECKS/500CT	GENERAL FUND	TREASURER	296.76
				TOTAL:	296.76
SPOT ON SEPTIC	SANITARY SERV-NTS/JUL 2023	GENERAL FUND	NORTH TRANSFER STATION	190.00	
	SANITARY SERV-NTS/AUG 2023	GENERAL FUND	NORTH TRANSFER STATION	190.00	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SANITARY SERV-STJUL 2023	GENERAL FUND	SOLID WASTE TRNS STATI	190.00
	SANITARY SERV-STJUL 2023	GENERAL FUND	SOLID WASTE TRNS STATI	190.00
	MC FAIR 2023/WSHNG STN, PO FAIR		NON-DEPARTMENTAL	3,525.00
	SANITARY SERV-OHV/AUG 2023	PARK FUND	ATV PARK	1,236.00
	SANITARY SERV-OHV/JUL 2023	PARK FUND	ATV PARK	1,072.00
	SANITARY SREV S8010/AUG 20	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	45.00
	SANITARY SERV-S5957/SEP 20	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	45.00
			TOTAL:	6,683.00
SPRAYSYNC	ANN SUBSCRIPTION/SPRAY MAP	GENERAL FUND	WEED DEPT.	4,370.00
			TOTAL:	4,370.00
SS EQUIPMENT, INC	OHV/MOWER REPAIR	PARK FUND	ATV PARK	63.97
			TOTAL:	63.97
ST. ANTHONY HOSPITAL	DIRECT PAY/#X031525918/8-1	GENERAL FUND	SHERIFF'S DEPARTMENT	1,428.20
	DIRECT PAY/#X031531890/8-2	GENERAL FUND	SHERIFF'S DEPARTMENT	391.46
			TOTAL:	1,819.66
STAPLES	JUSTIC COURT/OFFICE SUPPLY	GENERAL FUND	JUSTICE COURT	52.43
			TOTAL:	52.43
STATE FORESTER-OR DEPT OF FORESTRY	STATE FORESTER-OR DEPT OF	STATE FIRE PATROL	FOREST PATROL	279.32
			TOTAL:	279.32
STATE OF OREGON	NOTARY APP FEE/KYLLO	GENERAL FUND	PUBLIC WORKS ADMIN	40.00
			TOTAL:	40.00
STEPHENS, ZACHARY	2023 MC FAIR/ENTERTAINMENT	FAIR	FAIR	500.00
			TOTAL:	500.00
STINCHCOMB, WILLIAM	JUN 15 2023 CIVIL COMMITME	GENERAL FUND	DISTRICT ATTORNEY	385.00
	JUN 15 2023 CIVIL COMM/MIL	GENERAL FUND	DISTRICT ATTORNEY	115.28
			TOTAL:	500.28
SWEENEY, KELLER	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
SWEENEY, MACK	2023 FAIR PREMIUM	FAIR	FAIR	6.00
			TOTAL:	6.00
SYKES PUBLISHING	ASSESS-TAXATION/LEGAL NOTI	GENERAL FUND	ASSESSOR/TAX COLLECTOR	536.60
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	216.90
	SHER OFF/LEGAL NOTICE	GENERAL FUND	SHERIFF'S DEPARTMENT	250.00
	SHER OFF/ANNUAL SUBSCRIPTI	GENERAL FUND	SHERIFF'S DEPARTMENT	35.00
	SHER OFF/OFFICE SUPPLY	GENERAL FUND	SHERIFF'S DEPARTMENT	186.95
	PLANNING/LEGAL NOTICE	GENERAL FUND	PLANNING DEPARTMENT	79.30
	MCPT/ADVERTISING	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	192.50
	CUTS/23 YOUTH FISHING DERB	PARK FUND	CUTSFORTH PARK	235.50
			TOTAL:	1,732.75
TAGLE, TREVOR	2023 FAIR/ENTERTAINMENT	FAIR	FAIR	2,760.00
			TOTAL:	2,760.00
TAILORED SOLUTIONS CORP.	FORSE 2023-24/COM MAINT-JC	GENERAL FUND	JUSTICE COURT	36.33
			TOTAL:	36.33



VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TEAMSTERS LOCAL 223	TEAMSTERS LOCAL 223	GENERAL FUND	NON-DEPARTMENTAL	1,496.50
	TEAMSTERS LOCAL 223	911 EMERGENCY FUND	NON-DEPARTMENTAL	73.50
	TEAMSTERS LOCAL 223	COMMUNITY CORRECTI	NON-DEPARTMENTAL	219.00
			TOTAL:	1,789.00
TEEMAN, DARA	2023 FAIR PREMIUM	FAIR	FAIR	3.00
			TOTAL:	3.00
THIRD STREET VENTURES	LODGING/BEND-WAYPOINT HOTE	GENERAL FUND	SHERIFF'S DEPARTMENT	404.88
			TOTAL:	404.88
TOM DENCHEL FORD COUNTRY	#1154/07 F55/ENGINE WORK	ROAD FUND	ROAD DEPARTMENT	200.15
	#104/HPOP QUICK CONNECTS	ROAD FUND	ROAD DEPARTMENT	61.59
	#1852/VEHICLE REPAIR	PARK FUND	ATV PARK	5,633.96
			TOTAL:	5,895.70
TOWN OF LEXINGTON	WATER-ROAD SHOP/AUG 2023	ROAD FUND	ROAD DEPARTMENT	85.74
	WATER-PW OFFICE/AUG 2023	ROAD FUND	ROAD DEPARTMENT	50.00
	MC TOURISM/LEXINGTON FY23-	VIDEO LOTTERY ECON	ECONOMIC DEVELOPMENT	1,000.00
	TOWN OF LEXINGTON	CITY OF LEXINGTON	CITY OF LEXINGTON	57.01
			TOTAL:	1,192.75
TRITECH SOFTWARE SYSTEMS	CMT ANNUAL SUBSCRIPTION	GENERAL FUND	SHERIFF'S DEPARTMENT	1,302.58
	CMT ANNUAL SUBSCRIPTION	GENERAL FUND	SHERIFF'S DEPARTMENT	4,972.20
			TOTAL:	6,274.78
TURNER, DANIEL A	OHV PARK/ICE DELIVERY	PARK FUND	ATV PARK	365.00
	OHV PARK/ICE DELIVERY	PARK FUND	ATV PARK	312.50
	OHV/ICE DELIVERY	PARK FUND	ATV PARK	522.50
			TOTAL:	1,200.00
UMATILLA CO FEDERAL	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,334.55
	UMATILLA CO FEDERAL	GENERAL FUND	NON-DEPARTMENTAL	6,348.80
	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	5.00
	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:	15,544.10
UMATILLA CO SHERIFF'S OFFICE	JAIL BED CREDIT/APR 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	4,989.60-
	JALI BED CREDIT/JUN 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	252.00-
	JAIL BED OVERAGE/MAY 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	1,108.80
	JAIL BED CONTRACT/JUL-SEP	GENERAL FUND	SHERIFF'S DEPARTMENT	175,200.00
	JAIL BED CREDIT/APR 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	1,247.40-
	JALI BED CREDIT/JUN 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	63.00-
	JAIL BED OVERAGE/MAY 2023	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	277.20
	JAIL BED CONTRACT/JUL-SEP	COMMUNITY CORRECTI	COMMUNITY CORRECTIONS	43,800.00
			TOTAL:	213,834.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
UMATILLA ELECTRIC COOPERATIVE	DOCKEN BLDG/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	207.62	
	PUBLIC WORKS BLDGS/AUG 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	734.64	
	PUBLIC WORKS BLDGS/AUG 202	GENERAL FUND	PUBLIC WORKS-GEN MAINT	96.56	
	PUBLIC WORKS BLDGS/AUG 202	GENERAL FUND	NORTH TRANSFER STATION	45.12	
	PUBLIC WORKS BLDGS/AUG 202	ROAD FUND	ROAD DEPARTMENT	47.00	
	RESTITUTION/INVOICE #20157	JUSTICE COURT BAIL	NON-DEPARTMENTAL	<u>150.00</u>	
	TOTAL:			1,280.94	
UMATILLA MORROW RADIO AND DATA DISTRIC	UMATILLA MORROW RADIO AND	RADIO DISTRICT	RADIO DISTRICT	<u>609.65</u>	
			TOTAL:	609.65	
UNION CO	2023-24 EOCA DUES	GENERAL FUND	BOARD OF COMMISSIONERS	<u>2,500.00</u>	
			TOTAL:	2,500.00	
UNITED RENTALS (NORTH AMERICA), INC.	ROLLER RENTAL 8/30-8/31/23	ROAD FUND	ROAD DEPARTMENT	<u>311.00</u>	
			TOTAL:	311.00	
US CELLULAR	MERGED DEPT CELL/SEP 2023	GENERAL FUND	BOARD OF COMMISSIONERS	184.54	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	ADMINISTRATIVE SERVICE	46.87	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	TREASURER	47.03	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	VETERANS	73.52	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	JUVENILE DEPARTMENT	94.06	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	159.35	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	31.87	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	31.87	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	45.86	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	31.87	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	45.86	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	HEALTH DEPARTMENT	77.73	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	PLANNING DEPARTMENT	76.52	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	EMERGENCY MANAGEMENT	63.50	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	PUBLIC WORKS-GEN MAINT	215.45	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	NORTH TRANSFER STATION	14.49	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	NORTH TRANSFER STATION	81.45	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	SOLID WASTE TRNS STATI	14.49	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	WEED DEPT.	71.80	
	MERGED DEPT CELL/SEP 2023	GENERAL FUND	HUMAN RESOURCES	47.03	
	MERGED DEPT CELL/SEP 2023	ROAD FUND	ROAD DEPARTMENT	421.35	
	MERGED DEPT CELL/SEP 2023	FAIR	NON-DEPARTMENTAL	31.87	
	MCPT/CELL-IPAD/AUG 2023	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	401.75	
	MERGED DEPT CELL/SEP 2023	ENFORCEMENT FUND	DISTRICT ATTORNEY	526.03	
	MERGED DEPT CELL/SEP 2023	VICTIM/WITNESS ASS	DISTRICT ATTORNEY	31.87	
	MERGED DEPT CELL/SEP 2023	PARK FUND	ATV PARK	<u>132.20</u>	
		TOTAL:			3,000.23
	US POSTAL SERVICE-HEPPNER POSTMASTER	BOX 867 RENT/FINANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	70.00
		BOX 583 RENT/HR	GENERAL FUND	HUMAN RESOURCES	<u>98.00</u>
				TOTAL:	168.00
USDA, APHIS, GENERAL	APHIS/WILDLIFE SERV/AUG 20	GENERAL FUND	NON-DEPARTMENTAL	<u>6,761.58</u>	
			TOTAL:	6,761.58	
VANDERWALL, ROBERTA	REIMBURSEMENT	GENERAL FUND	BOARD OF COMMISSIONERS	<u>100.00</u>	
			TOTAL:	100.00	
VERIZON WIRELESS	DA OFF DATA PLAN/SEP 2023	GENERAL FUND	DISTRICT ATTORNEY	83.04	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SO/OHV-MODEMS/SEP 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	816.34
	SO CELL/SEP 2023	GENERAL FUND	SHERIFF'S DEPARTMENT	1,446.27
	SURVEYOR CELL/SEP 2023	GENERAL FUND	SURVEYOR'S DEPARTMENT	42.53
	OHV PHONE SERVICE/AUG 2023	PARK FUND	ATV PARK	47.54
	SO/OHV-MODEMS/SEP 2023	PARK FUND	ATV PARK	40.81
			TOTAL:	2,476.53
VISA	MEAL-RUSTY TRUCK/IRRIGON	GENERAL FUND	BOARD OF COMMISSIONERS	20.00
	FUEL-SINCLAIR/LEXINGTON	GENERAL FUND	BOARD OF COMMISSIONERS	40.52
	MEAL-BROKEN SPOKE/LEXINGTO	GENERAL FUND	BOARD OF COMMISSIONERS	26.75
	MEAL-RUSTY TRUCK/IRRIGON	GENERAL FUND	BOARD OF COMMISSIONERS	19.20
	FINANCE/MEMBERSHIP RENEWAL	GENERAL FUND	ADMINISTRATIVE SERVICE	150.00
	MEAL-FULL SAIL/HOOD RIVER	GENERAL FUND	ASSESSOR/TAX COLLECTOR	23.00
	MEAL-PINE TAVERN/BEND	GENERAL FUND	ASSESSOR/TAX COLLECTOR	66.95
	MEAL-RUDDY DUCK/HOOD RIVER	GENERAL FUND	ASSESSOR/TAX COLLECTOR	70.00
	MEAL-RUDDY DUCK/HOOD RIVER	GENERAL FUND	ASSESSOR/TAX COLLECTOR	89.00
	FUEL-PILOT/KLAMATH FALLS	GENERAL FUND	ASSESSOR/TAX COLLECTOR	48.81
	MEAL-MCDONALDS/PRINEVILLE	GENERAL FUND	ASSESSOR/TAX COLLECTOR	33.37
	LODGING-RUNNING Y/KLAMATH	GENERAL FUND	ASSESSOR/TAX COLLECTOR	747.32
	LODGING-RUNNIG Y/KLAMATH F	GENERAL FUND	ASSESSOR/TAX COLLECTOR	747.32
	LODGING-RUNNING Y/KLAMATH	GENERAL FUND	ASSESSOR/TAX COLLECTOR	747.32
	LODGING-RUNNING Y/KLAMATH	GENERAL FUND	ASSESSOR/TAX COLLECTOR	747.32
	OACTFO 2022-23 CONF REGIST	GENERAL FUND	TREASURER	100.00
	MEAL-SUBWAY/TROUTDALE	GENERAL FUND	COUNTY CLERK	26.63
	MEAL-HYATT/PORTLAND	GENERAL FUND	COUNTY CLERK	13.50
	MEAL-HYATT/PORTLAND	GENERAL FUND	COUNTY CLERK	54.00
	MEAL-HYATT/PORTLAND	GENERAL FUND	COUNTY CLERK	5.00
	LODGING/HYATT-PORTLAND	GENERAL FUND	COUNTY CLERK	633.36
	LODGING-HYATT/PORTLAND	GENERAL FUND	COUNTY CLERK	633.36
	V#25677/2018 RAV 4/FULL SR	GENERAL FUND	VETERANS	117.05
	FUEL-CARSON OIL/HERMISTON	GENERAL FUND	VETERANS	35.90
	FUEL/SINCLAIR-LEXINGTON	GENERAL FUND	JUSTICE COURT	46.45
	FUEL/SINCLAIR-LEXINGTON	GENERAL FUND	JUSTICE COURT	47.87
	DA/VEHICLE MAINTENANCE	GENERAL FUND	DISTRICT ATTORNEY	18.00
	DA/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	49.99
	FUEL-CHEVRON/TERREBONNE	GENERAL FUND	DISTRICT ATTORNEY	104.69
	DA/OFFICE SUPPLY	GENERAL FUND	DISTRICT ATTORNEY	49.99
	MEAL-BLACK BEAR DINER/MADR	GENERAL FUND	DISTRICT ATTORNEY	28.77
	LODGING-ELEMENT/BEND	GENERAL FUND	DISTRICT ATTORNEY	580.77
	LODGING-ELEMENT/BEND	GENERAL FUND	DISTRICT ATTORNEY	580.77
	DA OFFICE/VEHICLE REPAIR	GENERAL FUND	DISTRICT ATTORNEY	585.54
	DA OFF/ADOBE PREMIER RUSH	GENERAL FUND	DISTRICT ATTORNEY	9.99
	DA INVESTIGATION	GENERAL FUND	DISTRICT ATTORNEY	44.00
	MEAL-BUCKNUMS/HEPPNER	GENERAL FUND	DISTRICT ATTORNEY	75.45
	LODGING/SLEEP IN-ONTARIO	GENERAL FUND	JUVENILE DEPARTMENT	148.47
	MEAL/WINGERS-ONTARIO	GENERAL FUND	JUVENILE DEPARTMENT	17.00
	MEAL-3S COMPANY/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	15.50
	SHER OFF/2023 OPCA SEMINAR	GENERAL FUND	SHERIFF'S DEPARTMENT	325.00
	LODGING-HAMPTON/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	220.50
	LODGING-HAMPTON/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	220.50
	MEAL-JOES FIESTA/PENDLETON	GENERAL FUND	SHERIFF'S DEPARTMENT	83.34
	LODGING-SALISHAN/LINCON CI	GENERAL FUND	SHERIFF'S DEPARTMENT	649.96
	MEAL-SALISHAN/GLENEDED BEA	GENERAL FUND	SHERIFF'S DEPARTMENT	79.35
	MEAL-MCDONALDS/THE DALLE	GENERAL FUND	SHERIFF'S DEPARTMENT	14.75
	MEAL-ORIG ROADHOUSE/ SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	78.63
	SHER OFF/CONF REGISTRATION	GENERAL FUND	SHERIFF'S DEPARTMENT	250.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MEAL-MARRIOTT/CORVALLIS	GENERAL FUND	SHERIFF'S DEPARTMENT	51.00
	MEAL-BIG JIMS/THE DALLES	GENERAL FUND	SHERIFF'S DEPARTMENT	40.80
	MEAL-KILLER BURGER/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	40.04
	MEAL-BIG JIMS/THE DALLES	GENERAL FUND	SHERIFF'S DEPARTMENT	31.35
	MEAL-WINGSTOP/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	32.98
	MEAL-ARAMARK DPSST/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	11.50
	MEAL-ARAMARK DPSST/SALEM	GENERAL FUND	SHERIFF'S DEPARTMENT	9.00
	MEAL-3S COMPANY/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	42.50
	SHER OFF/ADVERTISING	GENERAL FUND	SHERIFF'S DEPARTMENT	1,017.38
	ENFORCE COMMAND COUNCIL MT	GENERAL FUND	SHERIFF'S DEPARTMENT	225.00
	ENFORCE COMMAND COUNCIL MT	GENERAL FUND	SHERIFF'S DEPARTMENT	225.00
	ENFORCE COMMAND COUNCIL MT	GENERAL FUND	SHERIFF'S DEPARTMENT	225.00
	23 DURANGO/V#604839/REGIST	GENERAL FUND	SHERIFF'S DEPARTMENT	136.50
	FUEL-MOBIL/HEPPNER	GENERAL FUND	SHERIFF'S DEPARTMENT	67.00
	MEAL-BRUCHIS/KENNEWICK	GENERAL FUND	SHERIFF'S DEPARTMENT	30.34
	MEAL-LITTLE RANDYS/PASCO	GENERAL FUND	SHERIFF'S DEPARTMENT	24.47
	LODGING/SUPER 8/KENNEWICK	GENERAL FUND	SHERIFF'S DEPARTMENT	119.24
	MEAL-BUD JACKSON/LA GRANDE	GENERAL FUND	SHERIFF'S DEPARTMENT	31.00
	HEALTH/MEDICAL EQUIPMENT	GENERAL FUND	HEALTH DEPARTMENT	387.93
	HEALTH/MISC SUPPLY	GENERAL FUND	HEALTH DEPARTMENT	13.98
	TRAVEL-ALASKA AIR	GENERAL FUND	PLANNING DEPARTMENT	673.83
	FUEL-SHELL/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	57.46
	MEAL-BLACK BEAR DINER/MADR	GENERAL FUND	PLANNING DEPARTMENT	30.97
	FUEL-IRRIGON EXPRESS/IRRIG	GENERAL FUND	PLANNING DEPARTMENT	35.00
	PLANNING MTG SUPPLIES	GENERAL FUND	PLANNING DEPARTMENT	33.11
	FUEL-LOVES/BOARDMAN	GENERAL FUND	PLANNING DEPARTMENT	44.58
	FUEL-SHELL/IRRIGON	GENERAL FUND	PLANNING DEPARTMENT	49.40
	PW/SMALL TOOLS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	143.00
	PW/SMALL TOOLS	GENERAL FUND	PUBLIC WORKS-GEN MAINT	319.98
	WEED/CHEMICALS	GENERAL FUND	WEED DEPT.	1,401.00
	WEED/VEHICLE MAINTENANCE	GENERAL FUND	WEED DEPT.	70.56
	MC CULTURAL CO FAIR BOOTH	GENERAL FUND	NON-DEPARTMENTAL	52.00
	ZOOM SUBSCRIPTION/AUG 2023	GENERAL FUND	NON-DEPARTMENTAL	261.22
	PW/FUELCLOUD SUBSCRIPTION	ROAD FUND	ROAD DEPARTMENT	95.00
	MEAL-TACO BELL/TROUTDALE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	8.07
	FUEL-CHEVRON/LINCOLN CITY	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	77.01
	LODGING-SALISHAN/LINCOLN C	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	649.96
	MEAL-SHARIS/TROUTDALE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	45.45
	MEAL-PICANTE/KENNEWICK	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	42.99
	MEAL-EL TEQUILAS/KENNEWICK	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	38.10
	SHER OFF/FIRST AID CERT	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	195.00
	LODGING-SHILO INN/SEASIDE	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	380.59
	MEAL-LITTLE RANDYS/PASCO	911 EMERGENCY FUND	SHERIFF'S DEPARTMENT	24.46
	FAIR/EQUIPMENT	FAIR	FAIR	5,268.07
	FAIR/BATTERIES	FAIR	FAIR	24.58
	FAIR/ADVERTISING	FAIR	FAIR	461.36
	FAIR/2023 MC FAIR EVENT SU	FAIR	FAIR	879.86
	FAIR/MC FAIR 2023 EVENT SU	FAIR	FAIR	57.99
	FAIR/EVENT LICENSE	FAIR	FAIR	85.00
	FAIR/MC FAIR 2023 FOOD	FAIR	FAIR	515.91
	LODGING/CAMPFIRE HOTEL-BEN	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	387.18
	ADOBE CREATV CLD 7/30-8/29	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	54.99
	FUEL-LOVES/TROUTDALE	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	110.35
	MCPT/MAINTENANCE SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	51.30
	MCPT/OFFICE SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	41.92
	MCPT/OFFICE SUPPLY	SPEC TRANSPORTATIO	SPECIAL TRANSPORTATION	42.76



VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
101	GENERAL FUND	1,023,471.47		
202	ROAD FUND	894,402.76		
205	AIRPORT FUND	2,286.61		
206	LAW LIBRARY	2,954.00		
207	911 EMERGENCY FUND	52,352.85		
214	FAIR	34,106.99		
216	SPEC TRANSPORTATION FUND	9,635.69		
218	ENFORCEMENT FUND	526.03		
219	VIDEO LOTTERY ECON DEV	32,738.97		
220	VICTIM/WITNESS ASSISTANCE	4,183.89		
223	CAMI GRANT	2,880.68		
228	SAFETY COMMITTEE FUND	600.00		
231	JUSTICE COURT BAILS/FINES	7,206.00		
237	BUILDING PERMIT FUND	577.01		
238	PARK FUND	50,493.50		
510	COMMUNITY CORRECTIONS	66,400.29		
514	IONE SCH DIST B&I	482.59		
515	BOARDMAN URBAN RENEW	123.44		
516	RADIO DISTRICT	609.65		
519	WEST BOARDMAN URA	95.57		
522	SHERIFF'S RESERVE FUND	77.89		
540	RESILIENCY FUND	56,249.99		
617	MORROW CO HEALTH DISTRICT	3,301.99		
621	CITY OG BOARDMAN B&I	672.05		
623	CITY OF IRRIGON B & I	293.94		
626	MAN. STRUCTURE OMBUDSMAN	7.79		
630	PORT OF MORROW	301.66		
631	CITY OF BOARDMAN	3,070.99		
632	CITY OF HEPPNER	627.89		
633	CITY OF IONE	96.85		
634	CITY OF IRRIGON	307.21		
635	CITY OF LEXINGTON	57.01		
636	BOARDMAN RFPD	2,061.15		
637	BOARDMAN RFPD	160.78		
638	HEPPNER RFPD	98.45		
639	IRRIGON RFPD	181.94		
640	IONE RFPD	3,002.23		
642	BOARDMAN CEMETERY	57.80		
643	HEPPNER CEMETERY	79.85		
644	IONE-LEX CEMETERY	88.19		
645	IRRIGON CEMETERY	34.52		
646	WILLOW CREEK PARK DIST	243.08		
647	BOARDMAN PARK	609.70		
648	IRRIGON PARK	137.19		
649	BOARDMAN PARK B & I	1,184.11		
651	HEPPNER WATER CONT DIST	15.14		
652	MORROW CO SCHOOL DIST	13,174.45		
654	UMATILLA-MORROW ESD	2,182.67		
658	BLUE MT EDUC DISTRICT	2,343.96		
659	BULE MT B & I	776.21		
660	N MORROW VECTOR CONTROL	791.88		
663	OREGON TRAIL LIBRARY DIST	788.96		
666	STATE FIRE PATROL	279.32		
688	IONE SCHOOL DISTRICT	1,129.75		

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	690 HEPNER RFD BOND	45.90		
	691 CITY OF HEPNER FIRE BOND	66.88		
	695 M.C. RETIRE. PLAN TRUST	50,543.21		
	699 UNSEGREGATED TAXES	57.02		
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	GRAND TOTAL:	2,331,327.59		
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TOTAL PAGES: 30

SELECTION CRITERIA

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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: 9/01/2023 THRU 9/30/2023  
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PAYROLL SELECTION

PAYROLL EXPENSES: YES  
EXPENSE TYPE: GROSS  
CHECK DATE: 9/01/2023 THRU 9/30/2023  
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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  
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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
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To: Commissioner David Sykes

October 4, 2023

**SUBJECT: MY CONCERNS WITH THE USE OF ELECTRONIC VOTING TECHNOLOGY**

I have been an Oregon citizen for the entirety of my life. Over the years I have, unfortunately, lost trust and faith in our local and State elections, as well as elections at the National level. Recent support for this includes inquiring citizens being denied requests to inspect OUR election equipment and being asked to provide outrageous fees for records requests by officials apparently blocking the public in their search for transparency of their elections. There is a current growing effort to block hand counting of ballots (in toto) in adjoining states and one should ask, if there is nothing to hide, WHY is there this overreach against WE THE PEOPLE, who, as the Preamble to the U.S. Constitution articulates, simply desire to establish governance that will achieve stability, fairness, and liberty and believe hand counted ballots as supportive goal to that end? In my opinion TRANSPARENCY is critical to this process, as well as confidence all the way down through the local County government level, where, as Article XV, Section 3 of the Oregon Constitution states, "Every person elected or appointed to any office under this Constitution, shall, ...take an Oath or Affirmation to support the Constitution of the United States, and of the State, and also an Oath of office." In addition, a question I would have is are there any outside agencies (such as DHS, CISA, CIS, EI-ISAC, MS-ISAC or other such contractors) involved in our election process? If so, why is there a need for that extra layer of influence beyond our elected and appointed civil servants and their already existing resources?

A strong voice for the critically serious potential concerns with the electronic voting technology currently in use is an American citizen, Terpsehore Maras, who has made statements [quotations excerpted below] relevant to this issue in various court testimonies and affidavit:

"Given the paramount importance of electoral integrity and the constitutional mandate that individual states oversee their own elections, the continued use of electronic voting technology is a matter of serious concern. These systems, while aimed at enhancing efficiency, have demonstrated vulnerabilities that can compromise the accuracy of the vote – a sacrifice we cannot afford given the sacredness of the democratic process. As the current landscape has moved towards a quasi-federalized structure for elections, the risk of undue federal influence grows, jeopardizing state-level digital sovereignty. The removal of electronic voting systems would not only bolster the public's confidence in electoral outcomes but would also offer the double benefit of reduced expenditure. Current budgets for such technology are exorbitant and ultimately shouldered by the taxpayer. Moreover, we should not overlook the national security implications. Electronic systems are susceptible to interference from foreign actors, creating a vector for threats that compromise the integrity of our democratic institutions. Therefore, it is not only prudent but imperative to reevaluate the role of technology in elections. Abandoning electronic voting systems will not only respect the Constitution's allocation of electoral responsibilities to the states but also serve as a robust safeguard for our national security."

"With undeniable urgency and given the fact that we possess the means to subpoena journalist Julian Assange – who holds verified, concrete evidence substantiating our intelligence agencies' active role in election manipulation within European countries, a role I can personally vouch for – it is imperative to recognize electronic voting machines as nothing less than weapons of warfare. When our government opts for electronic voting machines to destabilize and ultimately topple foreign governments, these devices transform into weapons of mass destruction. While they may appear bloodless at the outset, the reality is that they can precipitate catastrophic outcomes, as evidenced by

the 2014 Ukrainian election which I helped rig on behalf of the U.S. government. Consequently, these machines ought to be classified and dealt with as weapons.”

“Any instrument of this nature deployed against the American populace warrants nothing short of total eradication. If these machines are weaponized to manipulate electoral outcomes beyond our borders, then the logical and urgent conclusion is that they must also be classified as weapons within the United States. Given their inherent vulnerabilities that compromise the integrity of our democratic process, they should be treated as nothing short of weapons of mass disruption. Any such weapon deployed against the American populace warrants immediate and unequivocal eradication. Returning to a technology-free voting environment is not merely a suggestion but an imperative. The shift is essential for eliminating the looming threats of digital interference, reducing the exorbitant costs burdening taxpayers, and reinstating state-led control over elections. Furthermore, it’s crucial to curtail the federal government’s overreach, which has effectively co-opted all facets of the voting process, either directly or through their favored private contractors.”

The above quoted statements have been made in court testimonies by Terpsehore Maras, and they encompass the conclusions presented in her unchallenged affidavit dated 8/25/2023, currently being utilized in litigation.

In summary, my conclusion is that her presented concerns have great merit, as do her proposed remedies. Therefore, I DO NOT CONSENT to the use of election machines in any election, or the current federalization of our elections. I DEMAND hand counting of all ballots from every Oregon county for future elections in association with current, verifiable Oregon State identification. This results from, in my opinion, the facts that each county affects the others in the tapestry of state election outcomes, our State does the same for National election outcomes, AND, election machines pose a great risk of manipulation which I believe could result in marginalization or total disenfranchisement of voters in all settings. This is a risk TOO HIGH to take and should NOT be allowed.

I request this letter of communication be recorded in the most recent upcoming County Commissioner meeting minutes and recorded with the County Clerk’s office. I further request an email from the recorder that this letter was successfully recorded as requested. Thank you for your attention to this issue.

Regards,



Nancy J. Binder [Multnomah County]

9236 N. John Avenue

Portland, Oregon 97203

“If an election...can be procured by a party through artifice or corruption, the government may be the choice of a party for its own ends, not of the nation for the national good.”

---John Adams, inaugural address in the city of Philadelphia (March 4, 1797)