

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, February 22, 2017 at 9:00 AM
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, OR

- 1. Call to Order - 9:00 AM**
- 2. Pledge of Allegiance** - I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.
- 3. City and Citizen Comments** – This is the time provided for individuals to address the Board regarding issues that are not already on the agenda.
- 4. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 5. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated February 23rd; Void Check dated February 13th; Payroll Payables – Monthlies, Employee Insurance Refunds, and HRA VEBA
 - b. Approve Minutes: February 1, 2017; February 8, 2017; February 15, 2017
 - c. Approve Contract: Verizon Wireless NASPO ValuePoint #1907 (Planning Department)
- 6. Business Items**
 - a. Surplus Vehicle Bid Openings (Sandi Putman, Public Works Management Assistant)
 - b. Assign Commissioner as Voting Delegate to the Association of Oregon Counties Forest Management Subcommittee, District 6
 - c. Review reappointment request to the Road Committee, North County, At-Large Position (Sandi Putman, Public Works Management Assistant)
 - d. Amendment to MODA Health Plan Participating Provider Agreement (Sheree Smith, Public Health Department Director)
 - e. Boardman Solar Preliminary Application for Site Certificate Comment Letter to Oregon Department of Energy. (Carla McLane, Planning Director)
- 7. Department Reports**
 - a. Surveyor Update (Stephen Haddock, County Surveyor)
- 8. County Counsel Report** (Justin Nelson, County Counsel)
- 9. Administrative Officer Report** (Jerry Sorte, Administrative Officer)
- 10. Correspondence**
- 11. Commissioner Reports**
- 12. Adjournment**

NOTE: The Board of Commissioners will hold a Work Session at 1:30 PM with the Budget Committee in the same location.

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

Morrow County Board of Commissioners Meeting Minutes
February 1, 2017
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Jerry Sorte, Administrative Officer
Kate Knop, Finance Department Director

Karen Wolff, Human Resources Director
Justin Nelson, County Counsel
Roberta Lutcher, Executive Assistant

Audience

Gayle Gutierrez, Treasurer
Sheriff Ken Matlack

Call to Order: 9:01 a.m., followed by pledge of allegiance.

City and Citizen Comments: No comments.

Open Agenda: Request from Assessor/Tax Collector to discuss an intergovernmental agreement with Oregon Department of Consumer and Business Services; Request from Weed Inspector to review draft letter of support for continued funding of State and County Noxious Weed Control Programs.

Intergovernmental Agreement (IGA) with Oregon Department of Consumer and Business Services for Manufactured Home Ownership Document System

Mike Gorman, Assessor/Tax Collector
Justin Nelson, County Counsel

Mr. Gorman and Mr. Nelson informed the Board of developments since last discussed on December 21, 2016. Mr. Gorman said there are two major sticking points to the IGA:

1. The requirement to make daily deposits of funds collected.
2. Processing out-of-county mobile/manufactured home transactions to record ownership, security interests and trip permits.

Mr. Gorman said while he would prefer not to process out-of-county requests, he recognizes some may forego the paperwork if the service isn't available, thereby, creating a loss of tax revenue for the County. After additional discussion of options, the Board was in favor of processing out-of-county transactions but at an increased fee. Mr. Gorman said he will return at a later date with the final IGA.

Review Draft Letter of Support for Continued Funding of State and County Noxious Weed Control Programs

Dave Pranger, Weed Inspector

Mr. Pranger reviewed the letter which seeks continued funding of County Noxious Weed Control Programs and ODA's Biological Control Program for Noxious Weeds. Various questions and answers.

Commissioner Russell moved to sign the letter in support of funding State and County Noxious Weed Control Programs. Commissioner Doherty seconded. Unanimous approval.

Update on Proposed Project on Lower Willow Creek

Janet Greenup, Manager, Morrow Soil & Water Conservation District

Ms. Greenup explained SWCD and several other agencies are bringing together a conservation implementation strategy to rehabilitate the Lower Willow Creek because areas of land have been abandoned due to Russian knapweed. She said the group would like assistance from the Morrow County Weed District by way of time and resources. Administrative Officer, Jerry Sorte asked Ms. Greenup to meet with Mr. Pranger, Weed Coordinator/Inspector, to work out the details and report back to see if a collaboration is feasible.

Business Items

City of Heppner/Morrow County IGA for Judicial Services

Bill Kuhn, Attorney, City of Heppner

Mr. Kuhn returned with the agreement that was discussed at the November 23, 2016 meeting. Discussion.

Commissioner Doherty moved to approve the IGA with the City of Heppner for Provision of Judicial Services as presented. Commissioner Russell seconded. Unanimous approval.

Public Health Department Grant Opportunity – Good Shepherd Health Care System

Sheree Smith, Public Health Department Director

Ms. Smith said her department was approached by Dennis Burke (President and Chief Executive Officer, Good Shepherd Health Care System), about a \$25,000 grant to the Public Health Department's CARE Program. Ms. Smith reviewed the grant proposal.

Commissioner Russell moved to approve the Grant Proposal titled "Morrow County Health Department Home Visiting, Health Education Outreach and CARE Program" from Good Shepherd Health Care System in the amount of \$25,000; and authorize Chair Lindsay to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.

Appointment of Commissioner Representative to the North East Area Commission on Transportation

Commissioner Russell moved to appoint Commissioner Doherty as the representative for Morrow County to the North East Area Commission on Transportation. Commissioner Doherty seconded. Unanimous approval.

Chair Lindsay asked if the Public Works Director also needs to be appointed as an alternate. Mr. Sorte said this and other issues related to Road Committee appointments will be discussed next week.

Compensation Board Update

Karen Wolff, Human Resources Director

Ms. Wolff said the Compensation Board will convene in the near future to review compensation rates for Elected Officials, and now is the time to determine the type of information provided to that Board. After discussion, Ms. Wolff was directed to gather additional information, such as:

- Some analysis/comparison to similar positions in the private sector.

- The number of subordinates supervised by Elected Officials.
- Analysis of the County's payroll for an internal cross-comparison.
- Contact current Compensation Board members and two tentative new appointees to ascertain if they are willing to serve. This would bring the Compensation Board to five members.
- Conduct comparisons to Umatilla County; Benton County, Washington; Wasco County; Jefferson County; Crook County.
- Solicit information from Elected Officials on who they believe they should be compared to, including the possibility of private sector positions.
- Ask Elected Officials to provide a brief narrative of their duties.

Break

Review of Board Meeting Structure

Mr. Sorte

Mr. Sorte discussed several ideas on how staff can better provide information to the Board of Commissioners (BOC) and how Wednesday Board meetings can be conducted more efficiently.

The following were discussed:

Consent Calendar

A tool that can be used to approve a host of non-controversial or previously discussed topics in a single motion. Consent calendars help to conduct a meeting more efficiently by focusing discussion to only those items that require discussion. He emphasized any member of the Board can choose to "pull" an item from the consent calendar for individual consideration. The Board was in favor with the understanding the process may require flexibility and will be reevaluated if it doesn't appear to be working.

Agenda Item Coversheet

The Agenda Item Coversheet would be required of all Department Heads and Elected Officials who would like to add an item to the BOC agenda. It would not, however, be required of members of the public seeking discussion on a particular subject. It will replace the existing Contract Review Sheet.

The Agenda Item Coversheet would ensure that departments provide background material and clarify the action they're seeking from the Board. It would also help explain a topic to the general public. Agenda Meeting Packets are posted to the website and the coversheet would help the public better understand County business. The Board was in favor.

Department Reports

Mr. Sorte asked if the Board would like to see additional or fewer Department Reports? The Board decided to receive monthly reports from the Planning Department, Sheriff's Office, Emergency Management, Treasurer and Road Department. Quarterly reports from Assessment & Taxation, Clerk, County Counsel/District Attorney, Finance Department, Human Resources, Justice Court, Juvenile Department, Public Health Department, Surveyor, The Loop, Veterans Services. The Board requested the rotation schedule be reassessed in June.

Department Head Meetings

The Board decided to stay with the current schedule of every other month.

Fiscal Year 2017-2018 Budget Preparation Process Overview and Appoint Budget Officer

Mr. Sorte

Kate Knop, Finance Director

An overview of the upcoming budget process was provided. Discussion then took place on appointment of a Budget Officer.

Commissioner Doherty moved to appoint the Administrative Officer, Jerry Sorte, as the Budget Officer under ORS (Oregon Revised Statute) 294.331. Commissioner Russell seconded. Unanimous approval.

Reports Provided:

County Counsel Report

Administrative Officer Report – After Mr. Sorte provided his report, the Board asked that a deadline be provided to all Department Heads for completion of employee evaluations.

Claims

Commissioner Russell moved to approve the Void Check dated January 26th; and the Accounts Payable dated February 2nd in the amount of \$107,668.81. Commissioner Doherty seconded. Unanimous approval.

Minutes

Commissioner Doherty moved to approve the minutes of January 11th and January 18th, as presented. Commissioner Russell seconded. Unanimous approval.

Correspondence Reviewed:

- *The B2H Connection* newsletter
- Agenda for the February 7th meeting of the Morrow County Citizens Economic Development Task Force

Commissioner Reports

- Commissioner Doherty reported on the advisory board meeting of The Loop – Morrow County Transportation; and a tour of Community Counseling Solutions' Lakeview Heights, which was also attended by legislators and commissioners from around the State.
- Chair Lindsay said she also attended the tour of Lakeview Heights; and she reported on the meeting of the Local Public Safety Coordinating Council.
- Commissioner Russell reported on the Columbia River Enterprise Zone II Board meeting of January 27th.

Adjourned:

12:21 p.m.

Morrow County Board of Commissioners Meeting Minutes
February 8, 2017
Irrigon Branch of the Oregon Trail Library District
Irrigon, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Jerry Sorte, Administrative Officer
Kate Knop, Finance Director
Karen Wolff, Human Resources Director
Richard Tovey, County Counsel

Audience

Justin Nelson, County Counsel
Mike Gorman, Assessor/Tax Collector
Carla McLane, Planning Director
Barb Huwe, Irrigon
Sam Health, Mayor, City of Irrigon
Aaron Palmquist, Manager, City of Irrigon
John Wenholz, Irrigon

Call to Order: 9:03 a.m., followed by pledge of allegiance.

City and Citizen Comments: Irrigon resident, Barb Huwe, urged the Board to retain all existing County services in Irrigon, with the exception of the Public Works maintenance yard. She said it makes sense to consider relocating it to the Boardman area.

Open Agenda Requests: Postpone the Update on the Boardman Solar Project and Heppner Wind Project by Laura Minor, Invenergy.

Consent Calendar

Chair Lindsay asked if there were any items to be removed for additional consideration. Hearing none, the following items in the Consent Calendar were adopted:

1. Claims (Accounts Payable dated February 9, 2017; Payroll Payables dated February 1, 2017 and February 3, 2017)
2. Minutes (January 25, 2017)
3. Intergovernmental Agreement, Agent Agreement No. 90G000278, Oregon Department of Consumer and Business Services, Building Codes Division – Manufactured Structures.

Business Items

Report from Ferguson Surveying & Engineering – North County Facility Planning

Doug Ferguson, President, Ferguson Surveying & Engineering (FS&E)
Werner Arntz, Staff Engineer, FS&E

Mr. Ferguson said his firm was tasked with coming up with a draft floor plan and approximate costs for a new building in Irrigon. He and Mr. Arntz reviewed the plan and emphasized it was very preliminary in nature.

The Commissioners requested the following information and analyses associated with other ideas (not necessarily from FS&E):

- A multi-story structure in Irrigon
- Campus style, or several buildings clustered together
- Cost of moving out of Irrigon vs. remaining there

- Cost to purchase and remodel the vacant Blue Mountain Community College building in Boardman
- Consider the future of the Justice Courts in the State of Oregon since those offices would encompass a good portion of a new facility
- Consider the cost to remodel the Gilliam-Bisbee Building, since all options should be considered

Administrative Officer, Jerry Sorte, asked the Board for direction and to prioritize projects, given the somewhat limited amount of staff time that can be devoted to new projects. He said additional funds may be requested in the event a project manager is needed. In the meantime, he said he would bring together an internal staff team to produce a proposal for the Board.

Letters of Support for Lost Valley Farm - Confined Animal Feeding Operation Permit

Travis Love, General Manager, Lost Valley Farm

Jeddie Aylett, Lost Valley Farm, Farm Manager

Mr. Love explained the CAFO permit application has not advanced beyond the comment phase since he last appeared before the Morrow County Court on August 10, 2016. Soon after that, the Court signed a letter of support to Governor Kate Brown and the Oregon Department of Agriculture dated August 24, 2016. He noted the original application for the CAFO permit was turned in 17 months ago and now appears to be stalled. He requested a follow-up correspondence be sent by the current Board of Commissioners (BOC) to the same recipients. A draft version was reviewed by the Board. Minor changes were requested and a final document was asked to be produced for signature later in the day.

Commissioner Russell moved to approve signing the letters in support of the Lost Valley Farm CAFO Permit Application, with the changes requested. Commissioner Doherty seconded. Unanimous approval.

Commissioner Time Commitment

Commissioner Doherty said it's become clear to him that to effectively fulfill the responsibilities as a Morrow County Commissioner, the position needs to be recognized as a full-time commitment, not part-time, as it is currently listed. He said he would like the record to reflect such and made the following motion:

Henceforth, anything that references a Morrow County Commissioner or the Morrow County Board of Commissioners, will recognize that a Commissioner position is a full-time commitment and will remove the distinction of a half-time or part-time commitment. Commissioner Russell seconded the motion and asked for discussion.

Commissioner Russell stated it has been his experience that the Commissioner position is much more than a part-time job. Commissioner Doherty said he did not come to this decision lightly but it's important that Commissioners attend numerous meetings all over the State in order to be involved with decisions that impact the County financially and otherwise. Chair Lindsay said

she agreed the hours are not part-time and that the County has experienced growth in many areas but she would prefer to take a slower approach. Doing so, she said, would allow time to educate the public on the realities of the position and obtain feedback. Commissioner Russell said he's not seeking additional compensation but instead, wants anyone who might contemplate becoming a Commissioner understand it's not a part-time commitment.

Vote: Aye: Commissioners Doherty and Russell. Nay: Chair Lindsay. Motion carries.

Capital Asset Threshold Increase

Kate Knop, Finance Department Director

Ms. Knop requested the Board adopt new policy defining the capitalization of assets with a threshold limit of \$5,000, rather than the existing \$1,000, effective July 1, 2017. She said if the Board is in favor, she will return with a resolution next week.

Commissioner Russell moved to approve the change in policy to capitalize assets with a threshold of \$5,000, effective July 1, 2017. Commissioner Doherty seconded. Unanimous approval.

Break: 10:30 a.m., resumed 10:45 a.m.

Justice of the Peace Succession Planning

Judge Ann Spicer

Judge Spicer said she would like the Board to begin considering options for her placement upon her retirement in 2023, at the latest. She outlined several options and discussed her concerns with each one. Commissioner Doherty asked where the County should focus its efforts. Judge Spicer recommended recruiting someone to live in Morrow County due to the one-year residency requirement prior to running for the Justice of the Peace position. Karen Wolff, Human Resources Director discussed how recruiting has had to become more creative lately and she suggested several recruitment incentives, such as helping with student loans, offer temporary housing, job options for a spouse, etc. The matter will be discussed at a future date.

Compensation Board Appointments

Ms. Wolff

Ms. Wolff reported the three current members of the Compensation Board expressed interest in continuing to serve. In addition, two new potential members suggested by the Board last week are willing to be considered for appointment, she said.

Commissioner Russell moved to establish the Compensation Board terms as four-year terms, staggering the terms as follows: current three positions expire December 31, 2019 and the two new members' terms expire December 31, 2021. He further moved to appoint Eileen Hendricks and Jill Martin, with their terms effective January 1, 2017 through December 31, 2021. Commissioner Doherty seconded. Commissioner Russell clarified the terms for the current

members (Lisanne Currin, Rob Brown, Andy Fletcher) will be January 14, 2015 through December 31, 2019. Commissioner Doherty seconded the correction. Unanimous approval.

Review of Information to be Forwarded to the Compensation Board

Ms. Wolff

Ms. Wolff provided an overview of her preparations in advance of the Compensation Board meeting, which is required annually to review compensation rates for Elected Officials. The recommendations of the Compensation Board are then forwarded to the BOC. She asked the Commissioners if the Compensation Board should also review the salary of the Justice of the Peace, as has been past practice; they agreed to continue that practice. The Board directed Ms. Wolff to conduct comparisons using the following counties: Crook, Hood River, Jefferson, Umatilla, Union and Wasco. Ms. Wolff said she will determine a March meeting date for the full Compensation Board, compile books containing the requested information by February 22nd, publicly notice the meeting, and post all documents to the internal shared drive and the County website (www.co.morrow.or.us). The Board agreed to allow public comments at the beginning of the Compensation Board meeting and again briefly near the end of the meeting. They also agreed by consensus that Ms. Currin be designated as Chair of the Compensation Board.

Department Reports

Juvenile Department Quarterly Update

Tom Meier, Juvenile Department Director

Mr. Meier reviewed his report to the Board for the second quarter 2016-2017 (October 1 – December 31, 2016).

Business Items, continued

Personnel Policy Amendment for Vehicles Assigned to County Commissioners

Mr. Sorte

Mr. Sorte said the amendment concerns changes discussed by the Board on January 25th and if agreeable, the Board can pass a motion to adopt the amendment. The resolution will be added to next week's Consent Calendar, he added.

Commissioner Doherty moved to adopt the changes to the Personnel Policies included on Attachment A of the memo from Mr. Sorte dated February 6th, regarding Vehicle Use Policy Amendments. Commissioner Russell seconded. Unanimous approval.

Lunch Break: 12:10 p.m.

Resumed: 1:30 p.m.

Public Works Business Items and Discussions

Burke O'Brien, Public Works Director

Matt Scrivner, Assistant Road Master

Sandi Putman, Public Works Management Assistant

Road System Update & Planning

Mr. Scrivner provided a PowerPoint presentation on a variety of road related topics.

Road Committee Appointments and Bylaws Discussion

Mr. O'Brien

Ms. Putman

Commissioner Russell moved to appoint Gregory Barron to a three-year term on the Road Committee representing Irrigon; term to be January 1, 2017 through December 31, 2019. Commissioner Doherty seconded. Unanimous approval.

Commissioner Doherty moved to appoint Cameron Sweeney to a three-year term on the Road Committee representing Heppner; term to be January 1, 2017 through December 31, 2019. Commissioner Russell seconded. Unanimous approval.

Commissioner Russell moved to appoint Joe McElligott to the Road Committee representing South County, At-Large; term dates yet to be determined. Commissioner Doherty seconded. Unanimous approval.

Regarding the bylaws, Commissioner Russell said the Road Committee members should have input on the bylaws, including discussions surrounding terms (limits, how to stagger appointments, etc.).

Permits

Ms. Scrivner

On the recommendation of Public Works, Commissioner Russell moved to approve Application for Approach Site Approval #211 from Jerod Bingaman, Boardman, on County Road D, a public access road also known as Downey Lane. Commissioner Doherty seconded. Unanimous approval.

On the recommendation of Public Works, Commissioner Russell moved to approve Application for Necessity to Build on Right-of-Way #OLN from the Port of Morrow, for a wastewater line on Homestead Lane near Poleline Road. Commissioner Doherty seconded. Unanimous approval.

Department Reports, continued

Planning Department Update

Carla McLane, Planning Department Director

Ms. McLane's update encompassed the following items:

- Oregon Department of Energy (ODOE) – comments pending for Carty Generating Station Amendment Request #1 and Boardman Solar.
- Geographic Information System capital improvements and annual expenditures.
- Current status of documents related to the Comprehensive Plan, Transportation System Plan, Zoning Ordinance and Subdivision Ordinance.

Upon review of Ms. McLane draft comment letter to ODOE regarding the Carty Generating Station Amendment Request #1, the Board requested that revisions be provided at next week's BOC meeting.

Other Reports

Brief reports were provided by County Counsel, Richard Tovey; and Administrative Officer, Jerry Sorte.

Correspondence Reviewed:

- Sheriff's Office Report of activity for January 2017
- Notice from Sanitary Disposal, Inc., Hermiston, of a discount offered to cash customers using the Sanitary Disposal Transfer Station in Hermiston during the first week of April.
- Notice of the annual meeting of the Willow Creek Valley Economic Development Group, February 17th in Heppner.
- Agenda for the February 8th meeting of the Port of Morrow Commission.

Commissioner Reports

- Commissioner Russell discussed a call he received from a citizen concerned about dogs killing livestock but the caller had already been in contact with the Sheriff's Office. He suggested she be persistent. Ms. McLane said from a code enforcement perspective, she was not sure if there was a single point-of-contact within the Sheriff's Office any longer. Commissioner Russell also reported he will be attending the Road Committee meeting; Representative Greg Walden's Town Hall meeting at the Port of Morrow; and an Association of Oregon Counties (AOC) meeting.
- Commissioner Doherty said the coming week will include a Road Committee meeting; Community Renewable Energy Association meeting in The Dalles; the Town Hall meeting with Rep. Walden; and an AOC committee meeting on Public Lands. He reported that he, as well as the other Commissioners, attended the Morrow County Economic Development Task Force meeting.

Adjourned: 4:42 p.m.

Morrow County Board of Commissioners Meeting Minutes
February 15, 2017
SAGE Center, 101 Olson Rd.
Boardman, Oregon

Present

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Jerry Sorte, Administrative Officer

Kate Knop, Finance Department Director
Richard Tovey, County Counsel
Roberta Lutcher, Executive Assistant

Call to Order: 8:40 a.m., followed by pledge of allegiance.

City and Citizen Comments: No comments.

Open Agenda Requests: No items

Consent Calendar

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

- 1. Accounts Payable dated February 16th in the amount of \$116,375.37*
- 2. Resolution No. R-2017-3: In the Matter of a Resolution to Increase the Threshold Limit to \$5,000 for the Capitalization of Assets*

Commissioner Russell seconded. Unanimous approval.

Review Draft Comment Letter to Oregon Department of Energy Regarding Request for Amendment #1 – Carty Generating Station

Jerry Sorte, Administrative Officer

The Board agreed by consensus to Planning Director Carla McLane signing today's letter which reflects the revisions suggested at last week's meeting.

Resolution No. R-2017-3: Amending Policy Regarding the Use of County Vehicles by Commissioners

Mr. Sorte

The deletion of one word was suggested by Mr. Sorte. "Proposed" will be removed from the top of Attachment A in the final version; the Board agreed approval can proceed.

Commissioner Doherty moved to adopt Resolution No. R-2017-2: In the Matter of Amending the Morrow County Personnel Policies with Respect to Vehicle Use by the Board of Commissioners, with the amendment noted by the Administrative Officer. Commissioner Russell seconded. Unanimous approval.

Miscellaneous

- The Board requested additional information for the potential acquisition of property to relocate the Public Works maintenance yard that is currently in Irrigon.

Adjourned: 9:05 a.m.



Contract Review Sheet

Contract Number: _____

County Counsel Review
Date: 2-22-17 email

Staff Contact: Stephen Wrecsics Phone Number (Ext): 541.922.4624

Department: Planning Department Agenda Date: 22 February 2017

Contractor Name: Verizon Wireless

Address: 1030 N. Center Parkway

City, State, Zip: Kennewick, Washington, 99336

Effective Dates – From: 01 March 2017 Through: Contract Termination

Total Contract Amount: Not to exceed \$750/yr Budget Line: 101-115-5-40-4405

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

If Yes, Attach Purchase Pre-Authorization Request

Background and Discussion:

The purchase of the department iPad will allow for the accurate collection and updating of field GIS data. The data plan allows for the push/pull of collected data, base maps, and other information. The iPad will also support ancillary Planning Department administrative functions. Cost for the iPad and a protective cover has been quoted at \$508 with a reoccurring monthly data plan cost of \$50. This is a new expenditure for the Planning department and future devices may be added to the contract should the need arise.

Fiscal Impact:

Funds for the initial purchase of the iPad will come from Capital Outlay for GIS Equipment.

Annual expenditure for the data plan will be approximately \$600, at \$50 per month. Planning Department is building a new line item for GIS recurring expenditures for the 2017/18 fiscal year.

Original or copies of signed contract should be sent to the following:	
<input checked="" type="checkbox"/> Clerk (Original for recording)	<input checked="" type="checkbox"/> Finance Department (Copy for file)
<input checked="" type="checkbox"/> County Court (Copy for file)	<input type="checkbox"/> Department – For distribution to the contractor
<input type="checkbox"/> Other _____	



NASPO ValuePoint (formerly known as WSCA) #1907
AUTHORIZED USER AGREEMENT

Verizon Wireless ("Vendor") and the State of Nevada, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Contract for Services of Independent Contractor #1907 ("Contract") with an effective date beginning on April 16, 2012 through and including June 30, 2019 and any and all amendments and/or addenda thereto. Pursuant to the Contract, the State of **OR** has entered into a Participating Addendum ("PA") designating **Morrow County Planning Department**, a government entity, not for profit entity or a private education entity as an authorized user ("Authorized User").

In accordance with the definitions, terms and conditions set forth in the Contract and/or PA, the authorized entity may purchase wireless services and products under the terms, conditions, and pricing established by the Contract and/or PA for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract and/or PA;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, PA, User Agreement, any and all amendments, addenda and schedules as the Customer may specify from time to time, as well as the terms and conditions of all calling plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User agrees to the terms and conditions of the NASPO ValuePoint Master Agreement including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint Administration and the participating state;
- (5) Authorized User will ensure that this User Agreement will be used only in support of government, not for profit or private education business;
- (6) The undersigned represents and warrants that he/she has the power and authority to execute this User Agreement, bind the respective Authorized User, and that the execution and performance of this User Agreement has been duly authorized by all necessary Authorized User action; and
- (7) The undersigned is duly authorized by the Authorized User to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Vendor to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, the Contract, the PA, and execute Customer Agreements for the lines of wireless service, subject to the additional terms and conditions therein.

Customer Address:	205 SE 3 rd st, Irrigon, Or. 97844
Customer Phone number:	5419224624
Customer Email address:	cmclane@co.morrow.or.us

Authorized Signature:
Name: Carla McLane
Title: Planning Director
Date: 02/10/2017

Morrow County Public Works is currently requesting bids for Vehicles that are presented for silent bids at The Public Works office 365 Hwy. 74, Lexington, OR. 97839.

Vehicles and specifications and any more questions are on display or you may contact Morrow County Public Works at P.O. Box 428, 365 Hwy 74, Lexington, OR 97839 phone 541-989-9500.

All items are sold "AS IS-WHERE IS" without any guarantees or warranty expressed or implied. Specifically, but without limitation, Morrow County makes no representation or warranty that any of the vehicles conform to any standard in respect of safety, pollution, or fit for any particular purpose. Morrow County make no guarantee as to the authenticity, of any particular age, year of manufacture, model, make, mileage, hours, condition, or defect of any vehicle being sold. Bidders are encouraged to make their own physical inspection and rely solely on that inspection before bidding. Failure to inspect does not negate that Bidders responsibility to perform under the auction terms and conditions.

Sealed bids will be received no later than 4:00 p.m., **February 21, 2017**. Morrow County Public Works Office in Lexington. Bids will be opened at 9:00 a.m. at Morrow County Court in Boardman, OR. On **February 22, 2017**.

Successful bidder will be required to take possession and remove vehicle within **30 days** of being notified their bid has been accepted Morrow County makes no warranties as to vehicles condition.

Payment in full must be completed with certified check, cashier's check, or cash. Payment in full is required before buyer will receive vehicle title from Morrow County. Buyer is required to register the vehicle in the buyer's name, and present that registration to Morrow County prior to the vehicle being released to the buyer. Failure to perform these steps within 30 days of being notified that bid has been accepted will nullify the winning bid, and Morrow County may offer vehicle to next highest bidder or choose to relist the vehicle at auction.

Morrow County does not discriminate on the basis of race, color, national origin, religion, sex or handicapped status in employment or the provision of services.

#158 - 1989 -CHEVY CAB CHASSIS - VIN#16BHR34J1J119401
2WD, DUEL TANK DIESEL, AM/FM, MANUAL TRANSMISSION
CUSTOM DELUXE
94 K MILES, Min Bid \$500.00.

#732 - 2003- Chevy Silverado- VIN#2GCE519V831269439
Automatic Trans, 4WD, A/C, 149,000 miles. AM/FM Radio.
Min Bid \$1,000.00.

#124 - 1996 - FORD Pickup - VIN# 2FTHF36G9TCA14595
4WD, MANUAL, A/C, CRUISE, 237,350 MILES
SINGLE CAB.
MIN BID \$ 600.00.

#139 - 1989 -Chevy I Ton - VIN # 1GBHV34K1KJ118058
MANUAL TRANSMISSION, 188,292 MILES, AM.FM CD RADIO,
Gasoline FUEL, SINGLE CAB WITH UTILITY.
MIN BID \$ 200.00.

#933 - 2005 - FORD - CROWN VIC - VIN# 2FAFP71W65X152719
Automatic- CRUISE - A/C. AM/FM RADIO
MIN BID \$200.00

#151 1996 - CHEVY PICKUP - VIN# 1GBHK34R6TZ109266
MANUAL, 4WD, V8 CYL, 153,000 Miles. CC, PW, AM/FM Radio. Min. Bid. \$400.00.

ALL VEHICLES ARE SOLD AS IS!

Successful bidder will be required to take possession and remove vehicle within **30 days** of being notified their bid has been accepted Morrow County makes no warranties as to vehicles condition. Vehicle's **SOLD AS IS** Certified check, cashier's check or cash must make payment.



	Name/Bid	Name/Bid	Name/Bid	Name/Bid	Name/Bid
#158 - 1989 -CHEVY CAB CHASSIS – VIN#16BHR34J1JJ119401					
Min. \$500.00					
#732 – 2003- Chevy Silverado– VIN#2GCE519V831269439					
Min. \$1000.00					
#124 - 1996 - FORD Pickup – VIN# 2FTHF36G9TCA14595					
Min. \$600.00					
#139 – 1989 -Chevy 1 Ton – VIN # 1GBHV34K1KJ118058					
Min. \$200.00					
#933 – 2005 – FORD – CROWN VIC - VIN# 2FAFP71W65X152719					
Min. \$ 200.00					
#151 1996 – CHEVY PICKUP – VIN# 1GBHK34R6TZ109266					
Min. \$ 400.00					

SURPLUS VEHICLES

Morrow County makes no warranties as to vehicles condition. Vehicle's **SOLD AS IS.**

VEHICLE NUMBER

\$

BID AMOUNT

Minimum Bid \$ _____

This is listed under description of vehicle.

Sealed bids will be received no later than 4:00 p.m., **February 21, 2017** Morrow County Public Works Office in Lexington. Bids will be opened at 9:00 a.m. at Morrow County Court in the Bartholomew building on 110 N. Court St., Heppner, OR on **February 22, 2017.**

Name _____

Mailing Address _____

Phone _____

Best way to contact you

ALL VEHICLES ARE SOLD AS IS!

Successful bidder will be required to take possession and remove vehicle within **30 days** of being notified their bid has been accepted.

Morrow County makes no warranties as to vehicles condition.
Vehicle's **SOLD AS IS**

Certified check, cashier's check or cash must make payment

- #158 - 1989 -CHEVY CAB CHASSIS – VIN#16BHR34J1J119401
2WD, DUEL TANK DIESEL, AM/FM, MANUAL TRANSMISSION
CUSTOM DELUXE
94 K MILES, Min Bid \$500.00.
- #732 – 2003- Chevy Silverado– VIN#2GCE519V831269439
Automatic Trans, 4WD, A/C, 149,000 miles. AM/FM Radio.
Min Bid \$1.000.00.
- #124 - 1996 - FORD Pickup – VIN# 2FTHF36G9TCA14595
4WD, MANUAL, A/C, CRUISE, 237,350 MILES
SINGLE CAB.
MIN BID \$ 600.00.
- #139 – 1989 -Chevy 1 Ton – VIN # 1GBHV34K1KJ118058
MANUAL TRANSMISSION, 188,292 MILES, AM.FM CD RADIO,
Gasoline FUEL, SINGLE CAB WITH UTILITY.
MIN BID \$ 200.00.
- #933 – 2005 – FORD – CROWN VIC - VIN# 2FAFP71W65X152719
Automatic- CRUISE – A/C. AM/FM RADIO
MIN BID \$200.00
- #151 1996 – CHEVY PICKUP – VIN# 1GBHK34R6TZ109266
MANUAL, 4WD, V8 CYL, 153,000 Miles. CC, PW, AM/FM Radio. Min. Bid.
\$400.00.

Morrow County Public Works is currently requesting bids for Vehicles that are presented for silent bids at The Public Works office 365 Hwy. 74, Lexington, OR. 97839.

Vehicles and specifications and any more questions are on display or you may contact Morrow County Public Works at P.O. Box 428, 365 Hwy 74, Lexington, OR 97839 phone 541-989-9500.

All items are sold “AS IS-WHERE IS” without any guarantees or warranty expressed or implied. Specifically, but without limitation, Morrow County makes no representation or warranty that any of the vehicles conform to any standard in respect of safety, pollution, or fit for any particular purpose. Morrow County make no guarantee as to the authenticity, of any particular age, year of manufacture, model, make, mileage, hours, condition, or defect of any vehicle being sold. Bidders are encouraged to make their own physical inspection and rely solely on that inspection before bidding. Failure to inspect does not negate that Bidders responsibility to perform under the auction terms and conditions.

Sealed bids will be received no later than 4:00 p.m., **February 21, 2017**. Morrow County Public Works Office in Lexington. Bids will be opened at 9:00 a.m. at Morrow County Court in Boardman, OR. On **February 22, 2017.**

Successful bidder will be required to take possession and remove vehicle within **30 days** of being notified their bid has been accepted Morrow County makes no warranties as to vehicles condition.

Payment in full must be completed with certified check, cashier’s check, or cash. Payment in full is required before buyer will receive vehicle title from Morrow County. Buyer is required to register the vehicle in the buyer's name, and present that registration to Morrow County prior to the vehicle being released to the buyer. Failure to perform these steps within 30 days of being notified that bid has been accepted will nullify the winning bid, and Morrow County may offer vehicle to next highest bidder or choose to relist the vehicle at auction.

From: Gil Riddell <griddell@oregoncounties.org>
Sent: Monday, January 23, 2017 2:54 PM
To: Melissa Lindsay
Subject: REPLY NEEDED. AOC Forest Management Subc. - selecting the board of directors

Chair Lindsay

It was a pleasure to meet you at County College.

The AOC Forest Management Subcommittee was established in 1999. It has a board of directors and budget to be the spearhead for AOC on federal forest management reform, among other issues. New bylaws require that the six District Representatives on the Subcommittee Board of Directors be elected by the counties of that District. One county-one vote.

Morrow Co. is in District 6, along with 11 other counties. I am using email as the medium for this election.

Here are the steps in the process:

1. The Morrow Co. BoC must name one of your own - informally or formally - as the Voting Delegate for the county; i.e., to vote on behalf of Morrow County for the election of the Subcommittee District 6 Representative. The District 6 Representative will be the voting member of the Subcommittee BoD for D6. So when Morrow Co. BoC members agree to appoint one of their own as the county's Voting Delegate, you need only send me an email stating that.
2. In that email to me, I also need to know whether any of you are interested in becoming a candidate for District 6 Representative, so that I can share your interest with the other 11 counties of District 6.
3. Once I have Voting Delegates appointed from the 12 District 6 counties, I will email to each VD a "ballot" to select which candidate the county wants as the District 6 Representative.

That all there is to it. If you have any questions, please contact me. 31 national forest counties are eligible for membership in the Subcommittee, so my list of contacts is long. Action by your county will be very helpful to get the new Subcommittee BoD on its feet.

Regards.Gil



Gil Riddell
Policy Director
Office: 503-585-8351
Cell: 503-510-8611
www.aocweb.org

Date: February 21, 2017

MEMORANDUM

From; Burke O'Brien
Morrow County Public Works Director

To Jerry Sorte
Morrow County Administrative Officer

Re: Jerry Myers Letter of intent to remain on the Road Committee for remainder of term. Ron Mckinnis verbal request to remain for remaining term.

A letter was sent to all Road Committee Members requesting their interest in remaining on the Road Committee or being replaced.

The letter from Jerry Myers is in response to that request. He states he would like to remain as the North End at Large. He was last appointed in 2014 and his term would expire in 2019.

We still have no letter from Ron Mckinnis sitting on the North end position. We do have a verbal request from him to date. His term would expire in 2018.

If there is a desire by the BOC to replace these two individuals or reappoint them for the remainder of their terms is the matter at hand.

Burke O'Brien

Jerry Myers
68477 Ltl. Butter Creek Rd.
Heppner, OR 97836

541 376-8322

hayseed@myerscenturyfarm.net

Received 2/9/17

January 27, 2017

Morrow County Court
P. O. Box 428
Lexington OR 97839

Re: Morrow County Public Works Committee Membership

Morrow County Court,

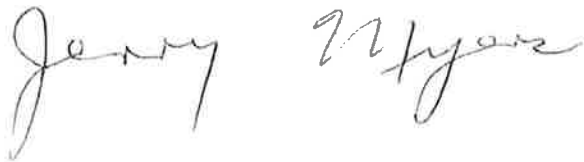
I am Jerry Myers, a current member of the road committee panel. I wish to stay active, serving as a representative in Morrow County for both Big and Little Butter Creek.

I am also interested in the State transportation system.

My location is 68477 Little Butter Creek Road, the same location where my grandfather and grandma homesteaded in the early 1900s. I have been here about 82 years being born on this place.

Sincerely,

Jerry Myers





Road Committee

~ ROAD COMMITTEE ~

Representing	Representative	Term	Appointment	End Term
Boardman	Kevin Kennedy		2015	
Irrigon	Gregory Barron	3 years	2-8-17	12-31-19
Heppner	Cam Sweeney	3 Years	2-8-17	12-31-19
Lexington	Brian Thompson	To be determined	1-4-17	
Ione	John Vandenbrink		2013	
South County	Frank Osmin		2014	
North County	Ron McKinnis			
South Co. At Large	Joe McElligott	To be determined	2-8-17	
North Co. At Large	Jerry Myer		2014	

DUTIES

The Committee shall become familiar with the operations, standards, financing needs. The Committee shall provide advisory recommendations only to the County Commissioners and the Public Works Director.

MEMBERSHIP

The Committee shall consist of nine (9) members, appointed by the Morrow County Board. Members shall reside or own property within Morrow County. The County Commissioners and County Public Works Director. One member from each of the five (5) incorporated Cities, One (1) North County individual, One (1) South County Individual. Two (2) County resident's possible agricultural interests public at large. Terms shall be for as long as individual or County Commissioners wish to have individual stand on the committee. New members shall be appointed to the term in the case of vacancy.

RESPONSIBILITIES

Committee members attend regularly scheduled meetings.

To provide to the County ongoing assessment and review of transportation needs and policies in the County as they affect the County road system.

To serve a community spokespersons and advocates for effective programs to maintain and improve the County Road system.

VACANCIES

The Governing Body shall make appointments to fill vacancies as they occur and direct Public works Director to do so.

STAFFING

Staff will record minutes and all motions and subsequent action. All meetings shall be filed with the Public Works office under the Public Works Director's care.

COORDINATION WITH MORROW COUNTY PLANNING

Land use implications shall be coordinated with the Planning Commission appointed by the County Commissioners. The Road Committee shall also function only in an advisory capacity.

Road Committee

[Agendas/Minutes](#)

[Board of Commissioners](#)

[Holiday Schedule for 2017](#)

[Planning Commission](#)

[Boards](#)

[Committees](#)

CONTACT INFORMATION

Board of Commissioners Office

Office Address:

Morrow County Bartholomew Building
110 N. Court St.
Heppner, OR 97836

Mailing Address:

P.O. Box 788
Heppner, OR 97836

Phone: (541) 676-5613

[View Our Contact Details](#)

2/2

10/10/16 10:50 AM Morrow County | 1050 N. Court St. | Heppner, OR 97836 | 541-676-5613
Morrow County | 110 N. Court St. | Heppner, OR 97836



Contract and Agreement Review Sheet

Contract/Agreement Number:
MODA Amendment 2-17

County Counsel Review
Date: February 15, 2017

Staff Contact: Sheree Smith Phone Number (Ext): 676-5421 x5212

Department: Public Health Agenda Date: Today's Date 02/08/17

Contractor Name: MODA Health Plan

Address: 601 SW Second Street

City, State, Zip: Portland, Or 97204

Effective Dates – From: 7/1/16 Through: N/A

Total Contract Amount: N/A Budget Line: Multiple (Fee for service)

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Background and Discussion:

The document is an Amendment to the Original Participating Provider Agreement between MODA Health Plan, Inc., and Morrow County Health Dept. The original agreement was effective 11/1/14 allowing the Health Dept to bill for services rendered to MODA participants.

This specifically relates to Exhibit B-2 "Reimbursement Vaccines"

Please review and once approved, present to the County Commissioners for signature of approval.

Thanks,
-Sheree

Fiscal Impact:

The agreement represents the ability to bill MODA for eligible services rendered to MODA members so the Health Dept can collect revenue.

Original or copies of signed contract should be sent to the following:			
<input checked="" type="checkbox"/>	Clerk (Original for recording)	<input checked="" type="checkbox"/>	Finance Department (Copy for file)
<input checked="" type="checkbox"/>	BOC Office (Copy for file)	<input type="checkbox"/>	Department – For distribution to the contractor
<input type="checkbox"/>	Other _____		

**AMENDMENT TO
THE PARTICIPATING PROVIDER AGREEMENT
BETWEEN MODA HEALTH PLAN, INC. AND MORROW COUNTY HEALTH DEPARTMENT**

The Participating Provider Agreement (“Agreement”) entered into between Moda Health Plan, Inc. (“Moda”) and **Morrow County Health Department** (“Provider”) is hereby amended as set forth below.

RECITALS

- A. Moda and Provider entered into the Agreement effective **November 1, 2014**.
- B. Section **10.11** of the Agreement provides the conditions under which the Agreement may be amended.
- C. Nothing contained in this Amendment shall in any manner alter the terms and conditions of the Agreement to which this is attached, except as specifically indicated.

By mutual agreement of the parties, the Participating Provider Agreement between Moda and Provider is amended effective on **July 1, 2016**.

AMENDMENT

Modification of Exhibits

Exhibit **B-1**, Reimbursement – Vaccines, Effective Date: **11/1/2014** is superseded and replaced with the attached new Exhibit B-2 , Reimbursement – Vaccines, Effective Date: **7/1/2016**, which is hereby incorporated into the Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**Moda Health Plan, Inc.
601 SW Second Avenue
Portland, OR 97204**

**Morrow County Health Department
120 S. Main St.
Heppner, OR 97836**

(Signature)

(Signature)

William E. Johnson, MD, MBA
(Print Name)

(Print Name)

President, Moda Health
Sr. Vice President, Moda, Inc.
(Title)

(Title)

(Date)

(Date)

(Tax ID Number)

**EXHIBIT B-2
REIMBURSEMENT VACCINES**

VACCINE	CPT	CVX	MFG	Brand	PRICE PER DOSE
DTaP	90700	20	GSK	Infanrix	100% of billed charges
		106	SANOFI-PASTUER	Daptacel	100% of billed charges
		107	Not Specified		100% of billed charges
DTaP/HepB/IPV	90723	110	GSK	Pediarix	100% of billed charges
DTaP/IPV	90696	130	GSK	Kinrix	100% of billed charges
		89	Not Specified		100% of billed charges
DTaP/IPV/Hib	90698	120	SANOFI-PASTUER	Pentacel	100% of billed charges
DT	90702	28	SANOFI-PASTUER	Pediatric DT	100% of billed charges
e-IPV	90713	10	SANOFI-PASTUER	IPOL	100% of billed charges
HBIG	90371	30	TALECRIS	HyperHep B S/D	100% of billed charges
Hep A	90633	83	GSK	Havrix	100% of billed charges
			MERCK	Vaqta	100% of billed charges
	90632	52	GSK	Havrix (Adult)	100% of billed charges
			MERCK	Vaqta (Adult)	100% of billed charges
	90730	85	Not Specified - Pediatric		100% of billed charges
Not Specified - Adult			100% of billed charges		
Hep B	90744	8	GSK	Engerix-B	100% of billed charges
			MERCK	Recombivax HB	100% of billed charges
	90746	43	GSK	Engerix-B (Adult)	100% of billed charges
			MERCK	Recombivax HB (Adult)	100% of billed charges
	90731	45	Not Specified - Pediatric		100% of billed charges
Not Specified - Adult			100% of billed charges		
Hep A/B	90636	104	GSK	Twinrix	100% of billed charges
HepB-Hib	90748	51	MERCK	Comvax*	100% of billed charges
Hib	90648	48	SANOFI-PASTUER	ActHIB	100% of billed charges
		49	MERCK	PedVaxHIB	100% of billed charges
		17	Not Specified		100% of billed charges
Men/Hib	90644	148	GSK	MenHibnx	100% of billed charges
HPV4	90649	62	MERCK	Gardasil	100% of billed charges
HPV9	90651	165	MERCK	Gardasil	100% of billed charges
HPV		137	Not Specified		100% of billed charges
Meningococcal ACWY	90734	114	SANOFI-PASTUER	Menactra	100% of billed charges
		136	NOVARTIS	Menveo	100% of billed charges
	90733	32	SANOFI-PASTUER	Menomune	100% of billed charges
		108	Not Specified		100% of billed charges
Meningococcal B	90621	162	PFIZER	Trumenba	100% of billed charges
		163	NOVARTIS	Bexsero	100% of billed charges
		164	Not Specified		100% of billed charges
MMR	90707	3	MERCK	MMR II	100% of billed charges
MMR-V	90710	94	MERCK	ProQuad	100% of billed charges
Pneumo 23	90732	33	MERCK	PneumoVax 23	100% of billed charges
Pcv 13	90670	133	PFIZER	Prevnar 13	100% of billed charges
Rotavirus	90681	119	GSK	Rotarix	100% of billed charges
		116	MERCK	RotaTeq	100% of billed charges
		122	Not Specified		100% of billed charges

Td			SANOFI-PASTUER	Tenivac	100% of billed charges
Tdap	90715	115	GSK	Boostrix	100% of billed charges
			SANOFI-PASTUER	Adacel	100% of billed charges
			Not Specified		100% of billed charges
Varicella	90716	21	MERCK	Varivax	100% of billed charges

* This vaccine is no longer available. Price reflected is the most recent price per dose prior to leaving the market.

SPECIAL TERMS & CONDITIONS: Provider's billed charges to Moda Health for the above-listed vaccines may not exceed Provider's actual acquisition cost regardless of supplier source. For State-supplied vaccines, billed charges may not exceed the "Price Per Dose" for the applicable period as established by the Oregon Immunization Program on January 1 & July 1 of each year. For non-State supplied vaccines, billed charges may not exceed Provider's acquisition cost from the pharmaceutical supplier. Moda Health understands and agrees that such pricing is subject to change during the term of this Agreement. Audits will be done from time to time to establish conformity and to substantiate billed charges for these vaccines. For audits as well as upon request, where non-State supplied vaccines are concerned, Provider is required to provide the supplier's invoice. Invoices must be dated within six (6) months of the date of service and be for the specific vaccine. Refunds may be requested for amounts paid that are not consistent with this pricing methodology. The parties agree to review the content herein as needed. Moda Health reserves the right to accept or deny any new vaccine addition and/or other material change to the terms and conditions of this Exhibit B-1.

EFFECTIVE

NOV 01 2014

**MODA HEALTH PLAN, INC.
PARTICIPATING PROVIDER AGREEMENT**

This Participating Provider Agreement (“Agreement”) is entered into between Moda Health Plan, Inc. (hereinafter called "Moda Health"), and **Morrow County Health Department** (hereinafter called “Provider”). This Agreement shall be effective as of the date countersigned by Moda Health (“Effective Date”). Notwithstanding the Effective Date, Provider shall not provide services to Members under this Agreement unless and until all licensure verification and credentialing processes (if applicable) have been completed and approved by Moda Health.

RECITALS

A. Moda Health is an Oregon corporation engaged in the business of providing health insurance and administering or providing Health Benefit Plans.

B. Moda Health and Provider desire to enter into this Participating Provider Agreement under which Provider will provide medical services within the scope of its licensure or accreditation with respect to the Health Benefits Plans offered by Moda Health.

C. Moda Health and Provider recognize that while the Health Benefits Plans under which a Member may seek medical services may or may not cover and/or pay for the medical services requested, the final decision to provide or receive medical services is to be made by the Member and Provider. The Provider will consider the Member’s input into the proposed treatment plan including the opportunity for the Member to refuse treatment and express preferences for future treatment and decisions.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

- 1.1 “**Administrative Services Only**” or “**ASO**” means an arrangement whereby an employer or other entity has retained Moda Health to perform certain administrative tasks such as claims handling and claims payment, for its employees. In an ASO arrangement, the employer acts in a self-insured role which means that they are financially responsible for any claim payments on behalf of their employees and Moda Health fulfills the role of a third party administrator.
- 1.2 “**Billed Charge**” is the fee for health care services typically charged by Provider for a particular service.
- 1.3 “**Clean Claim**” means a claim that has no defect, impropriety, lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment in accordance with this Agreement.
- 1.4 “**Continuity of Care**” means the feature of a health benefit plan under which a Member who is receiving care from an individual provider is entitled to continue with the individual provider for a limited period of time after the medical services contract terminates.
- 1.5 “**Covered Services**” means those medically necessary health care services covered under a Health Benefits Plan, as determined under the terms and conditions of the applicable Health Benefits Plan.

- 1.6 **“Emergency Medical Condition”** means a medical condition that manifests itself by acute symptoms of sufficient severity, including severe pain, that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of a person, or a fetus in the case of a pregnant woman, in serious jeopardy.
- 1.7 **“Fully Insured Plan”** means an employer group health plan under which the employer pays a monthly premium to Moda Health for health coverage for the employer’s employee and dependents of such employees and under which Moda Health administers the plan and assumes the risk. Fully Insured Plan also includes an individual plan for which the individual pays a premium to Moda Health for health coverage for the individual and/or the individual’s dependents under which Moda Health administers the plan and assumes the risk.
- 1.8 **“Health Benefits Plan”** means a group health benefits plan, including individual or group health insurance policies, offering the services of approved health care providers participating in the Moda Health Benefit Plans, funded, underwritten or administered by Moda Health and which describe the Covered Services, applicable co-payments , co-insurance, and deductibles (if any), and other information pertinent to the provision of services.
- 1.9 **“Hospital”** means a fully licensed medical hospital.
- 1.10 **“Medical Case Management”** means the evaluation of a medical condition, developing and implementing a plan of care, coordinating medical resources, communicating health care needs to the Member and the Member’s health care provider, and monitoring the Member’s progress to facilitate quality care.
- 1.11 **“Medically Necessary”** means a service or supply that is required for the diagnosis or treatment of an illness or injury and which, in the opinion of Moda Health, is (1) appropriate to the treatment setting and level of care in terms of the amount, duration and frequency and consistent with the symptoms, diagnosis and treatment of the Member’s condition; (2) received in the least costly medically appropriate treatment setting; (3) appropriate with regard to the accepted standards of medical practice as determined by Moda Health; (4) and not primarily for the convenience of the Member, the Provider, or the Member’s treating health care provider.
- 1.12 **“Member”** means an individual who has enrolled in a Health Benefits Plan offered or administered by Moda Health.
- 1.13 **“Never Events”** means errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients, and that indicate a real problem in the safety and credibility of a health care provider. Examples of include surgery on the wrong body part; foreign body left in a patient after surgery; mismatched blood transfusion; major medication error; severe “pressure ulcer” acquired at Provider’s facility; and preventable post-operative deaths.
- 1.14 **“Participating Provider Manual”** means the manual available on the Moda Health website which contains information and instructions for facilities and physicians, and which is prepared and provided by Moda Health, as revised by Moda Health from time-to-time.
- 1.15 **“Participating Provider”** means any individual health care professional, clinic or facility who: (a) is fully licensed or certified within their scope of practice to provide medical services to Members including but not limited to individuals who practice medicine or osteopathy who may be a sole practitioner or is an owner, member, shareholder, partner, or employee of a partnership or professional corporation; and (b) has entered into an agreement with Moda Health to render health care services to Members.

- 1.16 **"Payer"** means an insurance company, employer health plan, Taft-Hartley Fund, or other self-funded entities for which Moda Health administers a plan or contract that is responsible to pay or arrange to pay for the provision of health care services to Members.
- 1.17 **"Primary Care Provider or PCP"** means a health care professional who is a family physician, pediatrician, nurse practitioner or internist, and whose billings for primary care services are at least fifty percent (50%) of the physician's total billings. With respect to women patients, "Primary Care Provider" may include a women's health care provider, defined as an obstetrician, gynecologist, or physician assistant specializing in women's health, advanced registered nurse practitioner specialist in women's health or certified nurse midwife, practicing within the applicable lawful scope of practice, under applicable state law.
- 1.18 **"Prior Authorization" or "Service Authorization"** means a determination by Moda Health, prior to the provision of services, that the Member is eligible for coverage and/or determinations by Moda Health relating to benefit coverage and medical necessity.
- 1.19 **"Referral Physician"** means a Participating Provider (including specialist and Primary Care Provider) who provides medical services to members upon referral from a Primary Care Provider.

II. TERM AND TERMINATION

- 2.1 This Agreement will become effective on the Effective Date and will continue in effect for a period of twelve (12) months. Unless otherwise terminated as provided in this Agreement, on each anniversary of the Effective Date this Agreement will automatically extend and continue in effect for successive renewal terms of twelve (12) months each, on the same terms and conditions then in effect.
- 2.2 Discretionary Termination. Either party may terminate this Agreement at any time by giving at least one hundred twenty (120) days' prior written notice to the other party specifying that termination is being made under the provisions of this clause, and specifying the effective date of termination.
- 2.3 Termination for Cause. Either party may terminate this Agreement at any time for cause by providing thirty (30) calendar days' written notice to the other party. Cause shall mean any material violation of this Agreement. The notice must specify the basis for the termination and provide the other party thirty (30) calendar days to cure the breach to avoid termination under this section.
- 2.4 Immediate Termination. This Agreement shall terminate immediately upon written notice upon: (i) the institution by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts; (ii) either party making an assignment for the benefit of creditors; or (iii) either party's dissolution or ceasing to operate in the ordinary course of business.
- 2.5 Effect of Termination. If this Agreement is terminated for any reason other than or quality of care concerns or Provider's failure to maintain licenses or certifications as described herein, the terms of this Agreement shall continue to be in effect as follows:
- (a) Until the day following the date on which an active course of treatment entitling the Member to Continuity of Care is completed or the 120th day after date of notification by Moda Health to the Member of the termination of the contractual relationship with Provider, whichever is first; or

(b) For those Members undergoing care by Provider for pregnancy and who become entitled to Continuity of Care after commencement of the second trimester of the pregnancy, such Members shall receive the care until the later of the following dates:

(i) The 45th day after the birth; or

(ii) As long as the Member continues under an active course of treatment, but not later than the 120th day after the date of notification by Moda Health to the Member of the termination of the contractual relationship with Provider.

During this continuation period, Provider shall be paid at the rates and terms in effect as of the date of termination. Moda Health will make a good faith effort to direct Members to other participating providers.

2.6 Survival of Rights Upon Termination. The parties' confidentiality and indemnification obligations under this Agreement shall continue after termination.

2.7 NPDB Reporting Obligation. In the event that any Provider is given notice that their participation in this Agreement is being terminated for any cause relating to credentialing, re-credentialing, and quality of care or for any reason reportable to the National Practitioner Data Bank ("NPDB"), Provider shall have the appeal rights as specified in the Participating Provider Manual.

III. GENERAL REQUIREMENTS OF MODA HEALTH

3.1 Enrollment of Members. Moda Health shall use best efforts to contract with individuals or employers to provide Health Benefits Plans and to enroll Members in the Health Benefits Plans.

3.2 Changes to Member Contracts. Moda Health may change, revise, modify or alter the form and/or content of Health Benefits Plans without prior approval of or notice to the Provider.

3.3 Notification to Provider. Moda Health shall notify Provider in writing of any material changes to policies, procedures, rules, Participating Provider Manual, regulations and schedules that Moda Health considers material to the performance of this Agreement, as well as any amendments thereto. Moda Health shall provide Provider sixty (60) days prior notice of any such changes. Such notification may be accomplished via written notification or electronic mail, or through a conspicuous posting on Moda Health's website.

3.4 Member Identification and Eligibility. Each Member shall be provided with an identification card which is to be presented by Member upon visits to Provider.

3.5 Publication. Moda Health will promote use of Participating Providers by including their names and telephone numbers in its Participating Provider directory, and by so designing its Health Benefits Plans as to offer financial incentives to Members to use Participating Providers' services and facilities. Any incorrect or incomplete information involving Provider published by Moda Health shall be corrected and disseminated by Moda Health in a timely manner.

3.6 Agreements with Payers. During the term of this Agreement, Moda Health will make reasonable efforts to maintain its existing agreements with its ASO groups and other Payers. Moda Health shall also evaluate the ability of ASO groups and Payers to meet claims payments obligations and to terminate or bring into compliance an ASO group or Payer that has defaulted.

IV. GENERAL REQUIREMENTS OF PROVIDER

- 4.1 Provider shall possess and will maintain in good standing, all licenses, registrations, certifications, and accreditations required by law to render health care in the State in which the Provider is located, and will comply with any applicable local, state and/or federal laws or regulations related to the delivery of health care services.
- 4.2 Provider shall promptly notify Moda Health in writing, but within not more than thirty (30) days, of any formal action against any licenses or, if applicable, against any certifications by any certifying boards or organizations, as well as any changes in Provider's practice ownership or business address, along with any other problem or situation that may or will impair the ability of Provider to carry out the duties and obligations of this Agreement.
- 4.3 Provider staff shall not have confessed to, been convicted or found guilty of any offense or act that is a violation of any applicable regulations or statutes governing professional conduct of health care professionals. A conviction shall include a plea or verdict of guilty or a conviction following a plea of *nolo contendere*.
- 4.4 Provider shall participate in, accept and abide by the results of, and comply with the requirements and result of the Credentialing, Peer Review, Utilization Review and Quality Assurance Programs as set forth in the Participating Provider Manual, which is incorporated herein by this reference. These shall include but are not limited to, medical records review, investigation of complaints, outcomes studies and data collection from monitoring and evaluation of health care service and delivery for Members. Provider shall share outcomes studies and data with Moda Health to the same extent it shares such information with any other health plan or Payer.
- 4.5 Any individual employed by Provider and providing health care services hereunder shall be competent and have the training necessary to perform the services as set forth in this Agreement.
- 4.6 Provider will cooperate with Moda Health so that Moda Health may meet any requirements imposed on Moda Health, or imposed on the Health Benefit Plans subject to this Agreement, by state and federal law, as amended, and all regulations issued pursuant thereto. To the extent that the terms of this Agreement conflict with applicable state and federal law, this Agreement will be deemed amended to comply with the applicable state and federal law and all regulations issued pursuant thereto.
- 4.7 Moda Health and Provider recognize that federal and state law may impose certain reporting requirements on Moda Health. By way of example, but not limitation, such reporting requirements may involve reports concerning utilization review and quality assurance or quality assessment, including preventative health care. Provider agrees to cooperate with Moda Health to provide data within Provider's control in order to assist Moda Health to respond to such reporting requirements imposed upon Moda Health.
- 4.8 Provider shall comply with the Participating Provider Manual, as may be modified by Moda Health from time to time. Moda Health shall provide Provider sixty (60) days prior notice of any such material changes. Changes to this manual may be communicated to Provider via written notification, electronic mail, or through a conspicuous posting on Moda Health's website.
- 4.9 Provider shall permit Moda Health to use the Provider name, address, telephone number, applicable specialty designation, and other information concerning the Provider in directories provided to Members and other participants in Health Benefit Plans. Any incorrect or incomplete information involving Provider published by Moda Health shall be corrected and disseminated by Moda Health in a timely manner.

- 4.10 Provider shall ensure that each of its employed or contracted physicians are Participating Providers with Moda Health.
- 4.11 Moda Health and Provider recognize that while the Health Benefits Plans under which a Member may seek medical services may or may not cover and/or pay for the medical services requested, the final decision to provide or receive medical services is to be made by the Member and Provider.
- 4.12 Provider may collect any applicable co-payments at the time of service. Provider shall not require advance payment of deductible and co-insurance amounts.

V. PROVISION OF SERVICES

- 5.1 Availability of Services. Provider agrees to provide medical services to Members in accordance with this Agreement and shall make best efforts to render services in a manner that assures availability, adequacy and Continuity of Care to Members.
- 5.2 Services to Members. Services to Members shall be in accordance with appropriate professional standards of care. The quality and availability of Covered Services provided to Members shall be no less than the quality and availability provided to other patients. This Agreement shall not be construed so as to alter Provider's relationship with Provider's patients, or to interfere with the Provider's ability to provide services acceptable under current medical standards.

The final decision to provide or receive services is to be made by the Member and Provider, regardless of whether Moda Health or its designated agent has determined such services are medically necessary or Covered Services. Provider will consider the Member's input into the proposed treatment plan including the opportunity for the Member to refuse treatment and express preferences for future treatment and decisions.

- 5.3 Coverage During Absence. Provider agrees to maintain appropriate coverage arrangements among health care professionals so that Covered Services remain available and accessible to Members, including access to Provider's emergency medical services on a 24-hour, 7-day-a-week basis. The parties acknowledge that with respect to certain Participating Providers, an after-hours telephone service may satisfy this coverage requirement, provided Members are directed to an on-call physician or area facility offering urgent and emergent care.
- 5.4 Referrals. Provider agrees, in the treatment and care of Members, to the extent feasible, to use only Participating Providers and facilities. Provider agrees to make best efforts to obtain prior approval of Moda Health pursuant to procedures set forth in the Participating Provider Manual before obtaining the services of a non-Participating Provider or agency, in the event the Provider believes that such health care professional or agency possesses unique skills or services necessary to give adequate care to any Member; provided, however, that consistent with Section 5.2 of this Agreement, this limitation on referrals is not intended to cause the Physician to deny referral of a Member to a non-Participating Provider for the provision of such care, if the Member is informed that the Member will be responsible for the payment of such non-covered, experimental or referral care and the Member nonetheless desires to obtain such care or referral.
- 5.5 Prior Authorizations. Provider understands that prior authorization by Moda Health is necessary with respect to certain services to be provided by Provider to a Member and in such cases, Provider shall make best efforts to obtain prior authorization of Moda Health pursuant to procedures set forth in the Participating Provider Manual before authorizing or providing such services. If Provider fails to obtain a prior authorization where one is required, Moda Health may deny the services and Provider may not balance bill the Member.

- 5.6 Emergency Admission. In the event of a medical emergency admission in circumstances where prior consent is not possible, not feasible, or might involve delays jeopardizing the Member's care, Provider shall proceed with its best medical judgment and shall make best efforts to notify Moda Health within two (2) business days of patient admission.

In such event, Moda Health shall pay for all Covered Services (pursuant to coverage limitations and payment provisions in the applicable Health Benefits Plan) rendered up to the time of such notification and the Moda Health approval or disapproval of the continuation of any such service. In the event that the notice required by this section is not given as required, Moda Health reserves the right to suspend, refuse or terminate payment for Covered Services rendered between the time such notice should have been given to Moda Health and the time notice was actually given to Moda Health.

- 5.7 Withdrawal. Subject to Provider's professional responsibilities, Provider may withdraw from the care of a Member when, in the professional judgment of Provider, it is in the best interest of the Member to do so.
- 5.8 Advocacy. Provider may advocate a decision, policy or practice to Moda Health, on behalf of a Member that is a patient of Provider without being subject to termination or penalty for the sole reason of such advocacy.
- 5.9 Member Identification and Eligibility. Provider shall use best efforts to verify an Moda Health Member's eligibility for service before treatment commences or as soon thereafter as reasonably possible.
- 5.10 Laboratory Certification. Provider shall take all reasonable measures to ensure that all laboratory testing sites providing services under this Agreement have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA Identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- 5.11 Moral or Religious Objections of Provider. The parties acknowledge that Provider shall not be obligated to provide health care services that are judged morally wrong by any religious teachings or authority under which Provider operates, except to the extent that such services are required by applicable State or Federal law.

VI. RELATIONSHIP OF PARTIES

- 6.1 Provider - Moda Health. It is expressly understood that Provider renders services to Members as an independent medical service. Neither party acts as the agent, principal, joint venturer or partner of the other. It is the sole responsibility of Provider to care for Members and to determine with the Member what services are medically appropriate for any Member.
- 6.2 Liability for Obligations. Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party, any third party, or Payer unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. With the exception of those items subject to Section 6.3 of this Agreement, each party shall be solely responsible for the payment of debts and obligations which may be sought by a third party that may be due as a result of that party's actions and exercise of its obligations hereunder.
- 6.3 Indemnification and Contribution.

These provisions relate to third party claims made by persons or entities, including Members, other than Provider and Moda Health.

- 6.3.1 Medical Treatment. In the event of alleged improper medical treatment of a Member by Provider, Provider agrees to indemnify and hold Moda Health harmless from and against any and all liabilities, costs, damages and expenses, including attorney's fees, resulting from or attributable to the negligence or intentional acts of the Provider or the Provider's employees.
- 6.3.2 Mutual Indemnification. With respect to claims other than those described in Section 6.3.1, as between Provider and Moda Health and within the limits of their respective policies of professional and general liability insurance, and to the extent to not be otherwise inconsistent with the laws of the applicable jurisdiction, each party shall indemnify and hold harmless the other, its appointed board members, officers, employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind or nature arising by reason of the indemnifying party's intentional or negligent acts or omissions in the course of its performance of its obligations under this Agreement. Nothing in this Agreement or in its performance will be construed to result in any person being deemed the officer, servant, agent or employee of the other party when such person, absent this Agreement and its performance, would not in law have held such status.

VII. PAYMENT AND BILLING

- 7.1 Billings. Provider shall make best efforts to submit written claims and detailed billings to Moda Health within ninety (90) days of the date services were provided, and in any event, shall submit claims no later than fifteen (15) months from the date that the Member received the services. Except for claims for which Moda Health is the secondary insurer, claims not submitted within fifteen (15) months of the date of services shall be disallowed and the Provider shall not bill the Member nor Moda Health for services or supplies associated with such claims. Notwithstanding the foregoing, for ASO groups, claims shall be submitted no later than twelve (12) months from the date that the Member received services, and such claims not submitted within twelve (12) months of the date of services shall be disallowed and the Provider shall not bill the Member, the group, or Moda Health for services or supplies associated with such claims. No claims may be submitted before the date of service. Provider shall not bill Moda Health for amounts in excess of Provider's Billed Charge for such services.
- 7.2 Never Events. Provider agrees that should a Never Event occur that Provider waives the right to bill and collect any reimbursement from either Moda Health or the Member for any and all services (medical or otherwise) that are related to the Never Event and for any medical services provided thereafter as a result of the Never Event occurring.

In the event that Moda Health has made any payment(s) for services that are defined after payment as Never Events, Provider agrees to promptly refund all monies paid related to the Never Event services, including any amounts paid to Provider by Member as co-payments, deductibles, and co-insurance. Provider will refund such monies promptly upon its own discovery of the occurrence of a Never Event or upon learning of a Never Event from Moda Health, the Member or any other third party.

- 7.3 Moda Health as the Secondary Insurer. Provider shall make best efforts to submit claims for which Moda Health is the secondary insurer within thirty (30) days of the primary carrier's payment or denial but in no case more than three-hundred sixty five (365) days from the date of the primary carrier's payment or denial. Should a Member fail to provide Provider with

information regarding Member's coverage through Moda Health prior to expiration of the twelve (12) month claim limitation period, Member shall be responsible for payment.

- 7.4 **Claim Forms and Content.** Provider is expected to submit claims for services rendered using valid codes from HIPAA-approved code sets. Claims should be coded appropriately according to industry standard coding guidelines (including but not limited to UB Editor, AMA, CPT, CPT Assistant, HCPCS, DRG guidelines, CMS' National Correct Coding Initiative (CCI) Policy Manual, CCI table edits and other CMS guidelines). Claims will be submitted on the CMS UB 04 and/or CMS 1500 or other recognized forms (including any future editions), for health care services to Members. Such billings shall include a full itemization for charges, use of modifiers or extenders, if any, and summary information on diagnosis, scope of treatment and patient identity. Moda Health shall make payment to Provider within the timeframes required by applicable state and federal law. Such payment shall be based on maximum fees payable by Moda Health as described in Exhibit B.
- 7.5 **Claim Payment.** For Covered Services provided to Members, Moda Health shall pay a Clean Claim or deny the claim not later than thirty (30) days after the date on which Moda Health receives the claim. If Moda Health requires additional information before payment of a claim, not later than thirty (30) days after the date on which Moda Health receives the claim, Moda Health shall notify the Member and Provider in writing of the delay and provide an explanation of the additional information needed to process the claim. Moda Health shall pay a Clean Claim or deny the claim not later than thirty (30) days after the date on which Moda Health receives the additional information. If Moda Health fails to pay a Clean Claim within the timeframes specified herein, Provider shall be entitled to interest payments as provided in ORS 743.913. The parties acknowledge that, consistent with applicable law, the thirty (30) day payment provision and the corresponding interest payment requirements specified herein do not apply to Members who obtain coverage through a plan offered on a health care exchange, including but not limited to plans offered through Cover Oregon.
- 7.6 **Limitation of Member Liability.** Provider shall not bill or collect payment from the Member, or seek to impose a lien, for the difference between the amount billed under this Agreement and Provider's Billed Charges, or for any amount denied or otherwise not paid under this Agreement for any reason, including but not limited to the following:
- (a) Provider's failure to timely file claims;
 - (b) Lack of medical necessity as determined by Payer or failure to obtain prior authorization;
 - (c) Inaccurate or incorrect claim processing;
 - (d) Insolvency or other failure by Payer to fund claim payments if Payer is an entity required by law to ensure that its Members not be billed in such circumstances.

Nothing in this provision is intended to prevent Provider and Member from contracting for the payment by a Member for services that are not Covered Services under the Member's applicable Health Benefits Plan. In addition, Member and Provider may enter into a payment agreement regarding the provision of Covered Services where the Member requests to obtain such services outside the scope of the Health Benefits Plan. In such instance, Moda Health shall not be billed for such Covered Services and the Provider may collect payment for such services directly from the Member.

- 7.7 **Overpayment/Underpayment/Erroneous Payment.** As required under applicable state law, Moda Health shall have the right to make, and Provider shall have the right to request, corrective adjustments to a previously submitted claim. Any request for a corrective adjustment must specify the reason as to why the requesting entity believes it is entitled to an adjustment. Moda Health shall have no obligation to pay additional amounts and Provider shall have no obligation to refund any amounts unless the request for corrective adjustment is made within eighteen (18) months from the date the claim was originally paid or denied. In addition, for claims involving

coordination of benefits, the request for corrective action must be made within thirty (30) months from the date that the claim was originally paid or denied, and any such request must specify the reason the party believes it is owed the refund or additional payment, and include the name and mailing address of the entity that has primary responsibility for payment of the claim or who has disclaimed responsibility for payment of the claim. Moda Health shall have the right to request a refund at any time on claims involving fraud or instances where a third party is found responsible for satisfaction of the claim as a consequence of liability imposed by law and where Moda Health is unable to recover directly from the third party because the third party has either already paid or will pay Provider for the health services covered by the claim.

If Provider fails to contest a refund request in writing to Moda Health within thirty (30) days of its receipt, the request is deemed accepted and the refund must be paid. If Provider contests the refund request, the dispute will be processed in accordance with the appeal procedure set forth in Section 9.1. If Moda Health does not receive payment or a request for appeal within thirty (30) days of Provider's receipt of the written request, then the amount owed may be deducted from the amounts due Provider on the next claim(s) processed for Provider until the debt is settled. Neither party may request that a corrective adjustment be made any sooner than six months after receipt of the request. Nothing in this section prohibits Provider from choosing at any time to refund to Moda Health any payment previously made to satisfy a claim.

- 7.8 Coordination of Benefits. Coordination of Benefits ("COB") refers to the determination of which of two or more health benefit plans, including Medicare, or Medicaid, will pay, as either primary or secondary payer, for medical services provided to a Member. The determination of liability for payment of medical services, subject to COB, will be in accordance with applicable state and federal laws and regulations and applicable language in the Health Benefit Plans issued or administered by Moda Health. Provider agrees to cooperate with Moda Health in presenting claims for payment to other payers, or pursuing claims against other payers, for appropriate application of COB as set forth in this section. To the extent permitted by applicable state law, a secondary payer may adjust COB payments within two (2) years from the date of the initial estimated payment, should the primary carrier provide actual benefit information.
- 7.9 Services Not Medically Necessary and Services Considered Experimental/Investigational. If Moda Health determines that a service or supply rendered to a Member was not Medically Necessary or was experimental or investigational, Provider will not charge either Payer or Member for such service or supply unless Provider can demonstrate that the Member was notified prior to receiving such service or supply that Payer considered the service or supply experimental, investigational or not Medically Necessary, and that the Member had agreed in writing, in advance, to pay for such service or supply.
- 7.10 Audits of Provider by Moda Health. Moda Health or its designee may conduct audits of Provider's facility and Members' records at Provider's office during Provider's regular business hours. Moda Health shall provide Provider not less than thirty (30) calendar days advance notice of such audit, except when Moda Health, in its discretion, determines there is a significant quality of care issue or risk that Provider's documents may be altered, created or destroyed. In such case, Provider shall provide Moda Health access to facility or records upon twenty-four (24) hours' notice. For Member record audits, Moda Health's notice shall apprise Provider of the period of the audit. Provider agrees to have all Member records for that period available at the time of the audit. Such records shall include dates of service, name of Member, diagnosis, description of services provided, any supporting documentation, medical and billing records and identity of practitioner providing the services. Records not produced at the time of the audit will be deemed non-existent. Moda Health shall be responsible for the cost of copying any records photocopied during an on-site audit. Audits shall be conducted in a manner that, to the greatest extent possible, avoids disruption of Provider's business affairs and minimizes the burden on Provider. Audits will comply with all laws, statutes and regulations pertaining to the confidentiality of

Member records. Failure by Physician to cooperate with the audit will be a breach of this Agreement. These rights shall survive termination of this Agreement.

Moda Health's remedies for Provider's failure to cooperate with the auditors, for overutilization or lack of documentation, or for Provider's inappropriate billing, whether fraudulent, undocumented, or for medically unnecessary services, shall include, but not be limited to: application of payment of current claims to reduce the amount that Moda Health determines Provider owes for past inappropriate billing; one-hundred percent (100%) review of Provider's current and future claims and their supporting documentation; recovery of payments made to Provider for past inappropriately billed claims; denial of future inappropriately billed claims and immediate termination of Provider's agreements with Moda Health. If Moda Health denies claims for inappropriate billing, Provider shall not bill the Member.

- 7.11 Special Investigations Unit. The Moda Health Special Investigations Unit (SIU) may conduct audits of Provider during Provider's regular business hours. The SIU shall provide Provider ten (10) business days (or lesser notice if mutually agreed upon) advance notice of such audit. However, if Moda Health reasonably determines there is a significant quality of care issue or risk that Provider's documents may be altered, created or destroyed, Provider shall provide Moda Health access to facility or records upon twenty-four (24) hours' notice, except as shall not be allowed by applicable law. Except as otherwise restricted by applicable law, all medical records provided to Moda Health shall include dates of service, name of Member, diagnosis, description of services provided, any supporting documentation, medical and billing records and identity of practitioner providing the services.

Unless otherwise specified, Moda Health follows Centers for Medicare and Medicaid Services Guidelines and MCG Care Guidelines (formerly Milliman) (collectively, the "Guidelines") for the purposes of determining the appropriateness of the services and/or accuracy of the claim. Records not produced at the time of the audit will be deemed non-existent if not produced by Provider to Moda Health within thirty (30) after the submission of the final audit report by Moda Health fully describing the audit findings. Provider shall be responsible for the cost of copying any records photocopied during an on-site audit. Audits shall be conducted in a manner that, to the greatest extent possible, avoids disruption of Provider's business affairs and minimizes the burden on Provider. Audits (including access to the Provider's records) will be limited to and comply with all laws, statutes and regulations pertaining to the confidentiality of Member records. Failure by Provider to cooperate with the audit will be a breach of this Agreement. Moda Health's rights to audit shall survive termination of this Agreement.

Provider may appeal audit findings in accordance with the SIU appeal rights set forth in the Participating Provider Manual.

- 7.12 Audits of Moda Health by Provider. Provider shall have the right to audit Moda Health's records related to adjudication of Provider's claims. The audit may be performed either by Provider or by an independent auditor selected by Provider. Such audits shall be conducted during Moda Health's regular business hours at Moda Health's office and shall be limited to records necessary to perform the audit. Provider shall give Moda Health no less than thirty (30) calendar days advance notice of such claims audit and shall inform Moda Health of the claim records to be audited. Moda Health shall have the records for that time period available for the auditors at the time of the audit. Such audits shall be conducted in a manner that, to the greatest extent possible, avoids disruption of Moda Health's business affairs and minimizes the burden on Moda Health. Audits will comply with all laws, statutes and regulations pertaining to the confidentiality of Member records. Failure by Moda Health to cooperate with the audit will be a breach of this Agreement. These rights shall survive termination of this Agreement.

VIII. COST EFFECTIVENESS

Provider agrees to practice in a cost-effective manner while ensuring quality patient care for Members and to the extent feasible, Provider agrees that it shall make best efforts to:

- (a) Avoid referring Members to an emergency room when other treatment would be equally medically appropriate and more cost-effective.
- (b) Utilize outpatient services whenever medically feasible in lieu of in-patient services.
- (c) Cooperate fully with the Moda Health pre-authorization program and particularly to obtain prior approval for all but emergency hospital admissions.
- (d) Participate in Moda Health utilization review planning for appropriate discharge of hospitalized patients.
- (e) In the event of a medical emergency which requires emergency admission to a hospital, to comply with the provisions of Section 5.6 of this Agreement.

IX. APPEALS AND DISPUTE RESOLUTION

- 9.1 Appeal Procedure. Provider shall have the right to appeal compensation disputes to Moda Health including disputes regarding adjustments pursuant to Section 7.7. Such appeal shall result in review by the Moda Health Director with oversight of Claims and the Moda Health Medical Director or their designees. If such appeal remains unresolved to the satisfaction of Provider, a final appeal may be made, in writing, to an appeals committee comprised of the Moda Health Chief Medical Officer, and the Moda Health Vice Presidents with responsibility for Claims and Provider Contracting respectively, and a hearing will be held, unless waived by the parties.
- 9.2 On behalf of a Member and with the Member's consent, Provider may appeal a denied claim to Moda Health pursuant to the appeal grievance procedures set forth in the Health Benefits Plan providing coverage to the Member. If a Member consents to a Provider's appeal of a denied claim, as provided herein, such consent must be in writing and provide that the Member agrees to be bound by the decisions rendered in the appeal process to the same extent as if the Member were prosecuting the appeal.
- 9.3 Dispute Resolution. Any claims, disputes, or controversies between the parties arising out of or relating to this Agreement that cannot be resolved informally shall be submitted to binding arbitration in the City of Portland, Oregon and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. One arbitrator will be named by each party involved in the dispute and a third neutral arbitrator will be named by the arbitrators chosen. Judgment, vacation, modification, or correction upon the award rendered by the arbitrators may be entered by either party in any court having jurisdiction thereof. The costs of arbitration will be shared equally by Physician and Moda Health, except that each party will be responsible for its own attorney's fees.

X. MISCELLANEOUS

- 10.1 Professional Liability Insurance. During the term of this Agreement, Provider shall maintain professional liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury, including bodily injury or death, directly or indirectly, in connection with the acts or omissions of the Provider its agents or employees, with the exception of general liability. Such coverage may be provided via a self-insured program. Provider will not make material changes to its coverage without giving thirty (30) days prior written notice to Moda Health. Upon request by Moda Health, Provider will produce evidence of such insurance.

10.2 General Liability Insurance. As applicable, during the term of this Agreement, Provider shall maintain general liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate. Notwithstanding the foregoing, if Provider is an ambulatory surgery center, Provider shall maintain general liability insurance in an amount not less than \$2,000,000 per claim/\$5,000,000 aggregate. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury, including bodily injury or death, directly or indirectly, in connection with the acts or omissions of the Provider, its agents or employees, with the exception of professional liability. Such coverage may be provided via a self-insured program. Provider will not make material changes to its coverage without giving thirty (30) days prior written notice to Moda Health. Upon request by Moda Health, Provider will produce evidence of such insurance.

10.3 Records.

10.3.1 Records. As applicable, Provider and Moda Health shall maintain reasonable and necessary financial, medical, and other records pertinent to this Agreement. All financial records pertinent to this Agreement shall be maintained pursuant to generally accepted accounting principles, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All medical records shall conform to professional standards, permit encounter claim review and allow for an adequate system for follow-up treatment. All records shall be retained by the parties for at least seven (7) years or such other longer period required by applicable law.

10.3.2 Confidentiality of Personal Health Information. Provider and Moda Health recognize each Member's right to confidentiality of personal health information. Moda Health and Provider agree to abide by applicable state and federal laws and regulations concerning confidentiality of patient medical records and personal health information, including financial information. The parties will cooperate in the exchange of information sufficient to permit Moda Health and Provider to perform its functions under this Agreement and its Health Benefit Plans. Moda Health agrees not to disclose any personal health information or privileged information to third parties, except, to the extent permitted by law, in its performance of Peer Review, Utilization Review and Quality Assurance Review programs, or in compliance with applicable state or federal law.

10.3.3 Request for Records. Subject to any legal restrictions and upon request by Moda Health, Provider will promptly provide copies of the medical and billing records to Moda Health, at no charge, for those purposes which Moda Health deems reasonably necessary, including without limitation, claims adjudication, quality assurance, medical audit, credentialing or re-credentialing.

10.4 Notice. Except as otherwise specified herein, any notices required or permitted to be given hereunder shall be given in writing by personal delivery or by overnight mail delivery via a nationally recognized carrier. Notices shall be addressed to the parties at the following addresses:

To Moda Health:

**Moda Health Plan, Inc.
601 S.W. Second Avenue

Portland, OR 97204-3156
Attn: Provider Contracting Dept.**

To Provider:

**Morrow County Health Department
120 S. Main Street
PO Box 799
Heppner, OR 97836**

Either party may change such party's address for notice by written notice given in accordance with this paragraph. Notice sent to the last known address of a party shall be deemed sufficient notice. Notices will be deemed given as of the date of actual receipt.

- 10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 10.6 Medical Decisions. A licensed doctor of medicine or osteopathy shall be retained by Moda Health and shall be responsible for all final medical and mental health decisions relating to coverage or payment made pursuant to this Agreement.
- 10.7 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control, and occurring without its fault or negligence, including but not limited to acts of nature, government restrictions, wars, strikes, and insurrections. As a condition to the claim of non-liability, the party experiencing the delay shall give the other party prompt written notice of the reason for its non-performance and the date by which it believes performance can be resumed.
- 10.8 Entire Agreement. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein. In the event of a conflict or inconsistency between this Agreement and any exhibit, attachment, plan program, policy, manual or any other document affecting this Agreement, the provisions of this Agreement shall control.
- 10.9 Authority. Provider has the unqualified authority to and hereby binds itself and any health care professionals employed or contracted by Provider to provide services covered by this Agreement, to the terms and conditions of this Agreement, including any addenda, appendices, attachments and exhibits, extensions and renewals, as applicable. In the event Provider does not possess the right to legally bind any of its employed or contracted physicians to this Agreement, Provider shall ensure that each such physician executes a statement in substantially the form provided by Moda Health in which each such physician agrees to be bound by the terms and conditions of this Agreement, including any addenda, appendices, attachments and exhibits, extensions and renewals, as applicable.
- 10.10 Severability and Right to Terminate. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect; provided, however, that in such event, either party shall have the right to terminate this Agreement on ninety (90) calendar days written notice to the other that this Agreement is being terminated pursuant to this section.
- 10.11 Amendment. This Agreement may not be modified or amended except by mutual consent in writing signed by the duly authorized representatives of Provider and Moda Health; provided however, that Provider and Moda Health will comply with any and all amendments and exhibits contained in this Agreement.
- 10.12 Assignment. Neither party may assign this Agreement without the written consent of the other party.
- 10.13 Waiver. Any waiver of compliance with any provision or waiver of the breach of any provision of this Agreement must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future breach of such provision or of any other provision.

10.14 Confidentiality. The terms of this Agreement are confidential and proprietary information. Each of the parties agrees to use its best efforts to maintain the confidentiality of such information and to safeguard such information against loss, theft, or other inadvertent disclosure. To the extent consistent with applicable state law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

Moda Health Plan, Inc.
601 S.W. Second Avenue
Portland, OR 97204-3156



DR WILLIAM JOHNSON

(Signature)

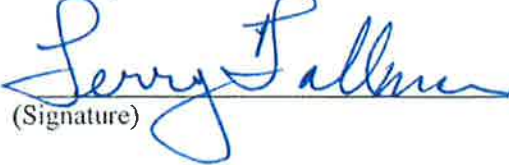
William E. Johnson, MD, MBA, FACS
(Print Name)

President
(Title)

3/15/2015

(Date)

Morrow County Health Department
120 S. Main Street
PO Box 799
Heppner, OR 97836



(Signature)

Terry Tallman
(Print Name)

Judge
(Title)

10/8/2014

(Date)

93-600-2308
(Tax ID Number)

Prepared by: James Gomez, June 4th, 2014

Attest:


Morrow County Clerk
Deputy Clerk



**EXHIBIT A
PRACTICE INFORMATION**

Tax ID#: 93-600-2308

NPI: 1952302689

Claims Remittance / Billing Location

Remittance/Billing Address*: PO Box 799
Heppner, OR 97836

Telephone Number: 541-676-5421

Fax Number: 541-676-5652

Office Contact: Vickie Turrell

Email address (if applicable): vturrell@co.morrow.or.us

Payments will be made to Group/Clinic unless otherwise requested

**Remittance address listed must match information provided in box 35 on CMS 1500 or equivalent form, or box 2 on a UB-04 or equivalent form.*

Practice Location(s)

Physical Address (Primary): 120 S. Main Street
Heppner, OR 97836

Telephone Number: 541-676-5421

Fax Number: 541-676-5652

Physical Address 2 (if applicable): 101 Boardman Ave
Boardman OR 97818

Telephone Number: 541-481-4200

Fax Number: 541-481-4201

Please attach a separate locations listing, as necessary.

**EXHIBIT B
PARTICIPATING PROVIDER AGREEMENT
REIMBURSEMENT – PROFESSIONAL SERVICES (Con't)**

7. Carve-Outs

The following codes will be carved out and reimbursed at the rates set forth below.

HCPCS	Description	U/M Quantity	Allowable
90471	Immunization administration (includes percutaneous, intradermal, subcutaneous, or intramuscular injections); 1 vaccine (single or combination vaccine/toxoid).	Per procedure.	100% of billed charges.
90472	Immunization administration (includes percutaneous, intradermal, subcutaneous, or intramuscular injections); each additional vaccine (single or combination vaccine/toxoid) (List separately in addition to code for primary procedure).	Per procedure.	100% of billed charges.
90473	Immunization administration by intranasal or oral route; 1 vaccine (single or combination vaccine/toxoid).	Per procedure.	100% of billed charges.

8. Carveout Charge Master- Effective January 1, 2015

Solely pertaining to the carve-out codes outlined in Exhibit B, Section 7, the Provider's Charge Master Increase to Moda Health over any consecutive twelve-month time period will be capped at 5%. Should Provider increase the charge master more than 5% in any consecutive 12 month period, Moda Health requires Provider to provide at least sixty (60) days advance written notice. Payment rates for all services will be adjusted to ensure budget neutrality as intended for the contract period. Moda Health will work with Provider to adjust rates to accommodate unusual and non-routine adjustments to its Charge Master.

9. Hearing Aids

Reimbursement of Hearing Aids will be paid at one hundred (100%) percent of billed charges, not to exceed acquisition cost, plus five (5%) percent. Audits will be done to establish conformity and substantiate billed charges for these items. For audits, as well as on request, Provider is required to provide the manufacturer's original invoice. Invoices must be dated within six months of the date of service and be for the specific Hearing Aid in each case. Refunds may be requested for amounts paid that are not consistent with this pricing methodology.

10. Hearing Aid Services

Fitting, Orientation and Checking of Hearing Aids is considered a miscellaneous charge. These services are reimbursed using the **Medicine** Conversion Factor (see **Fee Schedule** under this Exhibit) and are subject to any Hearing Aid benefit limitation.

11. Unlisted Procedures and/or Supplies (not including Hearing Aids or Medicare Part B Drugs)

Unlisted procedures will be allowed at sixty percent (60%) of billed charges for medically necessary supplies or unlisted procedures (a procedure without a Relative Value Unit).

EXHIBIT B
PARTICIPATING PROVIDER AGREEMENT
REIMBURSEMENT – PROFESSIONAL SERVICES (Con't)

12. Medicare Part B Drugs (including Injectables and Cancer Drugs)

Moda Health shall compensate Provider at one hundred percent (100%) of billed charge, not to exceed acquisition cost. Audits will be done to establish conformity and substantiate billed charges for these items. For audits, as well as on request, Provider is required to provide the manufacturer's invoice. Invoices must be dated within six months of the date of service and be for the specific Part B Drug. Refunds may be requested for amounts paid that are not consistent with this pricing methodology.

13. Durable Medical Equipment (DME) (not including Hearing Aids)

In accordance with CMS guidelines and Moda Health Medical Necessity Criteria guidelines, DME will be reimbursed at ninety-five percent (95%) of the then-current Medicare DMEPOS schedule, available as of January 1. Moda Health will not implement Medicare quarterly updates.

For rental DME, Moda Health requires that the purchase price be supplied at the time of initial rental. Moda Health will pay the lesser of the amount required to purchase the DME or rental charges for DME, up to the maximum rental period for DME as defined by CMS.

14. Second and Subsequent Surgeries

For outpatient services, subsequent (secondary or tertiary) procedures performed on the same day as primary procedures will be reimbursed at 50% of the allowed amount for the procedure.

15. Reimbursement below Cost

If reimbursement is below acquisition cost, Provider can submit an appeal and the claim will be paid at cost when an invoice is included with the claim.

EXHIBIT B-1
Reimbursement - Vaccines
Oregon Immunization Program, Vaccine Costs by Dose for Billable Clients
(County Health Clinics Must Not Charge Higher Than Published Prices)

VACCINE	CPT	CVX	MFG	Brand	Allowable
DTaP	90700	20	GSK	Infranix	100% of billed charges
	90700	106	SANOPI-PASTUER	Tripedia*	100% of billed charges
DTaP/HepB/IPV	90723	110	SANOPI-PASTUER	Daptacel	100% of billed charges
DTaP/IPV	90690	130	GSK	Pediax	100% of billed charges
DTaP/IPV/Hib	90698	120	GSK	Knix	100% of billed charges
DT	90702	28	SANOPI-PASTUER	Pontacol	100% of billed charges
Eipv	90713	10	SANOPI-PASTUER	Pediatric DT	100% of billed charges
iG	90281	86	SANOPI-PASTUER	IPOL	100% of billed charges
HBIG	90371	30	GRIFOLS	GamaSTAN S/D	100% of billed charges
			GRIFOLS	HyperHep B S/D	100% of billed charges
Hep A	90633	83	GSK	Havrix	100% of billed charges
			MSD	Vaqta	100% of billed charges
	90632	52	GSK	Havrix (Adult)	100% of billed charges
			MSD	Vaqta (Adult)	100% of billed charges
90730	85	Not Specified - Pediatric		100% of billed charges	
		Not Specified - Adult		100% of billed charges	
Hep B	90744	8	GSK	Engerix-B	100% of billed charges
			MSD	Recombivax HB	100% of billed charges
	90746	43	GSK	Engerix-B (Adult)	100% of billed charges
			MSD	Recombivax HB (Adult)	100% of billed charges
90731	45	Not Specified - Pediatric		100% of billed charges	
		Not Specified - Adult		100% of billed charges	
Hep A/B	90636	104	GSK	Twinrix	100% of billed charges
HepB-Hib	90748	51	MSD	Comvax	100% of billed charges
Hib	90548	48	SANOPI-PASTUER	Acti-HB	100% of billed charges
			GSK	Hiberix	100% of billed charges
	90547	49	MSD	PedVax-HB	100% of billed charges
			Not Specified		100% of billed charges
Men/Hib	90644	148	GSK	MenHibrix	100% of billed charges
HPV	90649	62	MSD	Garasil	100% of billed charges
Meningococcal	90734	114	SANOPI-PASTUER	Menactra	100% of billed charges
	90734	136	NOVARTIS	Menveo	100% of billed charges
	90733	37	SANOPI-PASTUER	Menomune	100% of billed charges
MMR	90707	3	MSD	MMR II	100% of billed charges
MMR-V	90710	94	MSD	ProQuad	100% of billed charges
Pneumo 23	90732	33	MSD	PneumoVax 23	100% of billed charges
Pcv 13	90670	133	LEO	Prevnar 13	100% of billed charges
Rotavirus	90681	119	GSK	Rotarix	100% of billed charges
			MSD	RotaToq	100% of billed charges
Tdt	90714	113	SANOPI-PASTUER	Decavac*	100% of billed charges
			SANOPI-PASTUER	Tenivac	100% of billed charges
Tdap	90715	115	GSK	Boostrix	100% of billed charges
			SANOPI-PASTUER	Adacel	100% of billed charges
			Not Specified		100% of billed charges
Varicella	90716	21	MSD	Varivax	100% of billed charges
Influenza	90654	144		Fluzone ID	100% of billed charges
	90656	140		Fluzone, Fluvirin, FLUARIX, Afluria	
	90657	141		Fluzone	
	90658	141		Fluzone, Fluvirin, FluLaval, Afluria	
	90661	153		Flucelvax	
	90662	135		Fluzone High Dose	
	90672	149		FluMist Quadrivalent	
	90673	155		Flublok	
	90685	161		Fluzone Quadrivalent	
	90686	150		Fluzone, Fluvirin Quadrivalent	
	90687	158		Fluzone Quadrivalent	
	90688	158		Fluzone, FluLaval Quadrivalent	

* This vaccine is no longer available. Price reflected is the most recent price per dose prior to leaving the market.

SPECIAL TERMS & CONDITIONS: Provider's billed charges to Moda Health for the above-listed vaccines may not exceed Provider's actual acquisition cost regardless of supplier source. For State-supplied vaccines, billed charges may not exceed the "Price Per Dose" for the applicable period as established by the Oregon Immunization Program on January 1 & July 1 of each year. For non-State supplied vaccines, billed charges may not exceed Provider's acquisition cost from the pharmaceutical supplier. Moda Health understands and agrees that such pricing is subject to change during the term of this Agreement. Audits will be done from time to time to establish conformity and to substantiate billed charges for these vaccines. For audits as well as upon request, where non-State supplied vaccines are concerned, Provider is required to provide the supplier's invoice. Invoices must be dated within six (6) months of the date of service and be for the specific vaccine. Refunds may be requested for amounts paid that are not consistent with this pricing methodology. The parties agree to review the content herein as needed. Moda Health reserves the right to accept or deny any new vaccine addition and/or other material change to the terms and conditions of this Exhibit B-1.



Attest:
Barbri Gundersen
 Treasurer
 Morrow County Clerk

New exhibit B-1
 County: **MORROW**
 Approved by County: *[Signature]* (Initial here) | Date Approved: **2/18/2015**

February 16, 2017

DRAFT

Katie Clifford, Siting Officer
Oregon Department of Energy
550 Capitol Street NE 1st Floor
Salem, Oregon 97301

RE: Boardman Solar Energy Preliminary Application for Site Certificate Comment Letter

Dear Ms. Clifford:

Morrow County would like to be clear that the Board of Commissioners support the development by solar energy in Morrow County. The construction of the Boardman Solar Farm will continue to grow and enhance energy production in Morrow County. These developments bring jobs to Eastern Oregon and reasonably priced electricity to the region.

The specific purpose of this letter is to provide focused comments on various Exhibits included in the Request for Site Certification and will provide comment to and local interpretation of the Oregon Department of Energy (ODOE) Siting Council Standards, local applicable Ordinances and local interpretation and application of both. Most importantly our comments will include Conditions of Approval that we would request be included in the final Proposed Order and Site Certificate.

Exhibit E Permits:

Permits listed in the application accurately reflect the requirements from Morrow County. Not identified in Table E-4 or Exhibit E is a 'Permit to Work in Roadway.' This Morrow County Public Works permit would be required for any improvements along county or public roads in Morrow County. Morrow County would also request that the applicant acknowledge a local review for an oversized load movement permit with Morrow County Public Works.

Exhibit K Land Use:

At the bottom of page K-17 the applicant begins their discussion of Morrow County Zoning Ordinance Article 6 Conditional Uses Section 6.030 General Conditions and includes the text of these provisions. Their analysis, which begins on the bottom of page K-18 and continues on K-19, indicates the applicant views this as "a list of discretionary conditions" and no specific analysis or response is provided. They take a similar stance with similar provisions in the Gilliam County portion of Exhibit K. Morrow County would find that several of these items should be discussed and possibly addressed, including but not limited to signs, project lighting, parking areas, project fencing, and preservation of habitat or other significant natural resources. These items may be addressed elsewhere in the preliminary Application for Site Certificate; providing a reference to those discussions here would be appropriate. It should be noted that if project signs are proposed for the project they would be subject to Morrow County Zoning Ordinance Article 4 Supplementary Provisions Section 4.070 Sign Limitations and Regulations.

Based on this "list of discretionary conditions" Morrow County would ask that: 1) any proposed project signs comply with Morrow County Sign Limitations and Regulations; 2) any project lighting be limited as to not interfere with the night sky, such lighting be shielded and directed downward; 3) any fences installed at or over six feet in height be subject to a Morrow County

Zoning Permit as a structure; and 4) that parking within the project and most importantly at the O&M facility meet building and ADA standards.

On page K-19 the applicant addresses Morrow County Zoning Ordinance Article 6 Conditional Uses Section 6.040 Permit and Improvements Assurance and again identifies it as not being a "substantive standard." It is however the standard relied upon for local projects relative to financial assurances. At a minimum the applicant's response should refer the reader to the State financial assurance measures. Morrow County is willing to acknowledge the state's role in assuring the financial success of this project and are not asking for separate financial assurances, but would appreciate our ability to require such assurances if this was a locally reviewed project.

On July 31, 2016, the recent update of the Economic Element of the Comprehensive Plan became effective (please see attached) and is applicable to this application. Of note within the Economic Element is the identification of the energy sector on Morrow County's economy. There are seven goals with each goal having at least two policies associated with it. Goal 2 Policy 2A, Goal 3, Goal 4 Policy 4B, possibly Goal 5, and Goal 6 Policy 6C could all be applicable and deserve discussion, particularly when exceptions are proposed to Goal 3.

Exhibit K also reviews the facility for compliance with statewide factors including an exception to Goal 3 based on the size of the facility. As part of the response on pages K-45 and K-46 Morrow County would request that the Economic Element discussed above also be considered and believe that it would be supportive of the Goal exception.

Figure K-7 Ownership has some areas wrongly identified.

Exhibit P Fish and Wildlife Habitat:

Morrow County adopted an update to our Code Enforcement Ordinance effective January 2015 and incorporated provisions concerned with weeds, specifically Section 9 Weed Control (see enclosed provisions). Morrow County would request that Boardman Solar address these provisions within their preliminary Application for Site Certificate (pASC), in particular addressing the identified Noxious Weeds and Weeds of Economic Importance, both within the pASC and the Revegetation and Noxious Weed Control Plan. Additionally Morrow County requests consultation with the Morrow County Weed Inspector and that the Weed Inspector be a reviewer of the applicant's Revegetation and Noxious Weed Control Plan. This is also a request for these items to be Conditions of Approval in the Site Certificate.

Exhibit T Recreational Facilities and Opportunities:

As stated in the Morrow County Comprehensive Plan Recreation Element, it is the general goal of Morrow County to satisfy the existing and future recreational needs of the citizens of the county and visitors by providing quality recreation areas, facilities, open space and opportunities. To ensure that this goal is met during the construction process Morrow County is requesting that the applicant develop a substantive plan to ensure continued public access to any impacted recreational facilities within the county. The overall quality of Recreation Facilities in Morrow County should be maintained or improved during and at the completion of the construction process. The County has identified the following facilities as being potentially impacted during the construction process: Willow Creek Wildlife Area and Quesnal Park with continued public access as the leading concern.

Quesnel Park in Table T-1 and in Exhibit T is misrepresented as a 'County Park;' Quesnel Park is managed by the United States Army Corps of Engineers. It is also misspelled in certain locations as Quesna County Park.

Exhibit U Public Services/Socioeconomic Impacts:

Morrow County requests that the applicant identify in Exhibit U that Three Mile Canyon Road is a public access road subject to local standards. Morrow County requests that the 'following practices' identified on page U-16 in section U.4.7 Transportation be incorporated as Conditions of Approval and that the applicant coordinate those 'practices' with the Morrow County Public Works Department. We also reserve the right to request other Conditions of Approval related to traffic and traffic impacts during the review of the Proposed Order.

Exhibit V Waste Minimization:

The Morrow County Solid Waste Ordinance was adopted in 2006 and is applicable to the preliminary Application for Site Certificate. Morrow County would request that the applicant address certain components of the Solid Waste Ordinance (portions of the Ordinance are included at the end of this letter) with particular focus on assuring that recyclables be disposed of in such a way to benefit the Morrow County waste shed through reporting as well as comply with requirements that solid waste be transported either by a franchised hauler or by complying with self-haul requirements. To ensure these requests are met Morrow County requests the following Conditions of Approval assuring the applicants willingness to support Morrow County waste shed reporting and goals as part of the Draft Proposed Order particular to Generation of Solid Waste and Wastewater: 1) the applicant shall report either through a solid waste handler, or directly, solid waste redirected to an approved recycling facility to benefit the Morrow County waste shed, and 2) the applicant use either a Morrow County franchised hauler for solid waste disposal or comply with self haul requirements.

Thank you for the opportunity to comment on the Boardman Solar Generating Facility Request for Preliminary Site Certificate. Should you have any questions about these comments please contact me at 541-922-4624 or by email at cmclane@co.morrow.or.us.

Cordially,

Carla McLane
Planning Director

cc: Morrow County Board of Commissioners
Burke O'Brien, Public Works Director
Dave Pranger, Weed Supervisor

Attachments:

- Morrow County Comprehensive Plan - Economic Element (073116)
- Morrow County Code Enforcement Ordinance Section 9 Weed Control
- Morrow County Solid Waste Ordinance Section 3.000. Purpose and Policy and Section 5.000. Public Responsibilities

ECONOMIC ELEMENT

Introduction

Upon undertaking a substantial update to the Comprehensive Plan (Plan) in 2015 the Planning Commission opined that “economics” is something that should play a role throughout the Plan. The Planning Commission determined that to best understand the role of economics the best place to begin an update was with the Economic Element. Through discussion the Planning Commission hypothesized that four economic sectors should be evaluated - the large industrial sector, agriculture and food processing, energy, and tourism. This Economic Element will provide the foundation for the economic situation in Morrow County in 2015 and will design a program and set forth policies for land use purposes for the next 20 years and beyond.

Over the past couple of years three studies have been completed that will serve as the basis for this Economic Element. They are:

1. Regional Economic Opportunities Analysis: Morrow and Umatilla Counties (Prepared for the Umatilla Army Depot Reuse Authority by Johnson Reid LLC and Angelo Planning Group July 2013)
2. Port of Morrow Strategic Business Plan Strategy and Economic Impact Analysis (Prepared for the Port of Morrow by Berger ABAM and FCS Group October and June 2013)
3. Greater Eastern Oregon Development Corporation (GEODC) Comprehensive Economic Development Strategy (Prepared by staff at GEODC 2014)

These economic studies can assist the Planning Commission and County Court understand the current economic climate and provide insight and opportunity for growth and investment, further informing the Comprehensive Plan.

Another source document assisting the Planning Commission and County Court is Oregon’s Statewide Planning Goals and Guidelines, specifically Goal 9 Economic Development. The Goal states the following: “To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon’s Citizens.” It is further supported with the following concerning Comprehensive Plans and Policies: “Comprehensive Plans and policies shall contribute to a stable and healthy economy in all regions of the state. Such plans shall be based on inventories of areas suitable for increased economic growth and activity after taking into consideration the health of the current economic base; materials and energy availability and cost; labor market factors; educational and technical training programs; availability of key public facilities; necessary support facilities; current market forces; location relative to markets; availability of renewable and non-renewable resources; availability of land; and pollution control requirements.” These factors will be further addressed throughout this Economic Element.

General Discussion of the Economy

Since Morrow County’s first Comprehensive Plan was adopted and acknowledged in the 1980s Morrow County has seen growth and experienced a setback or two. But overall the Morrow County economy has grown and new industries have brought diversification. At the time of acknowledgment by the Land Conservation and Development Commission the Port of Morrow had a vision and had started implementing that vision, but the economic impact of the Port and

its businesses was not yet regionally felt. That is different in 2015 with the Port of Morrow now being the second largest Port in Oregon, behind only the Port of Portland. It serves as a main point for freight distribution, export and value-added production of agricultural products that are primarily grown in Oregon, Washington, Idaho, Montana and Wyoming.

The sawmill just outside of Heppner has closed, creating economic hardship. The Umatilla Army Depot has gone through the Base Realignment and Closure (BRAC) process adding over 1,800 acres of (soon to be) available industrial land for future development. A major motor speedway has been planned and zoned for at the Tower Road interchange adjacent to the Boardman Airport, although the economic downturn of 2007 through 2009 halted development. Technology has brought data centers to the Port of Morrow. The Columbia River Enterprise Zone (a State of Oregon tax abatement program) has provided discretionary financial resources to the community. These represent just some of the changes that have occurred in Morrow County since acknowledgment. All have had an impact on the economy of Morrow County.

Resource Base, Historical Development and Local Perceptions

Morrow County's history is based in agriculture with many early settlers being shepherds. The agricultural sector grew and today, as in decades past, Morrow County continues to rank in the top one-third of Oregon counties for many crops and often rank in the top five counties for select crops. The continuing innovation of crop irrigation and new technologies continue to provide opportunity for new types of crops and the ability to grow multiple crops in a single year. Along with a thriving beef industry, Morrow County has a burgeoning dairy industry as well, which has brought new processing plants to the Port of Morrow.

The timber industry is not what it once was in Morrow County with the closure of the Heppner mill in the late 1990s, but harvest and forest health activities continue in the Blue Mountains of Morrow County. The Greater Eastern Oregon Development Corporation (GEODC) discusses in the 2014 Comprehensive Economic Development Strategy (CEDS) the Forest Sector, outlining differences in the approach from the U.S. Forest Service and the timber industry. With the Blue Mountain National Forest Lands Management Plan still under revision at the time of this update it is unclear what potential outcomes there might be that would be beneficial to Morrow County. If the timber industries harvest plan was implemented both direct and indirect jobs could be added to total Morrow County jobs. Should the U.S. Forest Service harvest plan be implemented there would be little or no change to jobs in Morrow County or the region. During both the development of the CEDS and the ongoing updates to the Forest Lands Management Plan, the County continues to advocate for and participate in forest management and other forest collaborative activities.

Focused Economic Sectors

As stated previously when the Planning Commission undertook this 2015 endeavor the focus was on four specific economic sectors, understanding that the Economic Element needed to address those and the economy in general. Those four sectors are further discussed here.

Large Industrial Activity

Industrial activities or areas are located throughout Morrow County and include the Boardman Industrial Park, the East Beach Industrial Park, the Airport Industrial Park and the South Morrow Industrial Park. Much of the early development at the Boardman Industrial Park was focused on

potato storage and processing, with later investment in energy production. Recently the Sustainable Agriculture and Energy (SAGE) Center was built and just to the north of that location a Recreation Center and Workforce Training Center are being planned and built.

Development of the East Beach Industrial Park began in 2005 with the installation of the first rail loop. Since then a rail siding has been added and plans include additional rail infrastructure. Development of the transportation network includes several new roads and the County's first round-about. Industries siting in this area are diverse and include food processing, ethanol production, reclamation activities, data centers, and warehouse and transfer activities.

Both the Boardman and East Beach Industrial Parks are located at the intersection of three transportation opportunities - Interstate 84 and the nearby Interstate 82, the Columbia River with barge opportunities to the Port of Portland and the Pacific Ocean, and the Union Pacific Railroad connecting the Port to the Pacific Coast and to the east. According to the Regional Economic Opportunities Analysis (July 2013) these "transportation linkages are arguably the region's best asset" and have served the Port of Morrow well.

The Airport Industrial Park is home to the Boardman Airport, owned and managed by the Port, servicing the local agricultural community, charter flights and military activities. There are farm and farm related activities that have historically taken place and will continue into the foreseeable future. A speedway and speedway associated uses has been given land use approval for a portion of this site, but the economic downturn in 2007-2008 idled plans. As the Port sees increased development in the East Beach Industrial Park and management looks to the future the land resource at the Boardman Airport is a site that has been identified for future industrial development investment. Future development could include food processing, light manufacturing and renewable energy development.

Land across Tower Road from the Airport Industrial Park is owned by the City of Boardman and development includes a truck stop near the interchange and agricultural activity south of Kunze Lane. Agricultural activity has moved closer to the interchange with new circle irrigation investment and the development of additional potato storage.

The South Morrow Industrial Park sits mostly idle since the closure of the Kinzua mill in the late 1990s. Flood concerns along the Willow Creek and its upriver tributaries place the lions share of this Industrial Park in the floodplain, hampering development opportunities. Miller Manufacturing remains active and the mill office building on the east side of Highway 207 is occupied by multiple state agencies and the Oregon State University Extension Service. Before additional development can be undertaken at this site issues with the floodplain will need to be addressed. The limitations of this property raise questions as to the viability of this as industrial land to serve south Morrow County. Should other lands be identified to fill the need for industrial lands?

Added to the industrial land inventory in 2013 was approximately 1,800 acres at the Umatilla Army Depot in the southwest corner. The Army Depot was listed both in 1988 and again in 2005 in the Department of Defense Base Realignment and Closure process, first to be realigned for disposal of chemical weapons and then to be closed. Once the property transfers, or is included in a master lease, to the Columbia Development Authority (CDA) these additional acres will be

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available to the CDA and the Port of Morrow for development. All 1,800 acres are designated for industrial development and zoned Port Industrial; approximately half of the land has an overlay protecting habitat assets.

Agriculture and Food Processing

The following comes from the 2014-2019 Comprehensive Economic Development Strategy published by the Greater Eastern Oregon Development Corporation: "Morrow County contains more than one million acres of gently rolling plains and broad plateaus. This rich agricultural land can be roughly divided into three occupational zones - increasing amounts of irrigation farming in the north, vast fields of wheat yielding to cattle ranches in the center, and timber products in the south. With the advent of center pivot irrigation technology, Morrow County became one of Oregon's fastest growing areas in terms of population, personal income, and agricultural and industrial development."

The variety of crops grown in Morrow County has changed from the once staple of wheat and, with the advent of irrigation, potatoes and watermelon, to include the following as a sample: alfalfa, beans - lima and green, blue berries, carrots, corn - field and sweet, grass seed, onions and peas. And while the first livestock in the County was sheep, today there are sheep, beef cattle and a growing dairy industry.

An important input to agriculture is water which needs to be mentioned here in the economic element as well as discussed in relation to both Goal 5 Natural Resources and Goal 6 Air, Water and Land Resources Quality. Water quantity and quality have been discussed in the Umatilla Basin for more than five decades with farmers and residents living with designations for both. Cattle ranching and dry land production, taking place mostly in central and southern Morrow County, have smaller water components or needs. Irrigated agriculture in the northern third of the County relies on groundwater and Columbia River water to facilitate the growing and processing of value added products. While an acre foot of water can produce alfalfa, with two or three acre feet of available water crops with a higher value can be grown such as corn, potatoes, various varieties of beans or blueberries.

The Port of Morrow Boardman and East Beach Industrial Parks are home to a number of food processing facilities processing primarily potatoes, onions and milk respectively into hashbrowns and french fries, chopped dehydrated onion and cheese. The various crops that are grown in Morrow County are processed and distributed throughout Oregon, the Pacific Northwest and the world.

Energy Sector

The first Comprehensive Plan identified the vast opportunity available in and to Morrow County relative to energy - it's development, movement and consumption. Installed energy development in Morrow County in 2016 includes the Boardman Coal Fired Power Plant (slated for closure or repurposing in 2020), two gas fired power plants - Coyote Springs and Carty Generating, and wind energy development on both the western and eastern boundaries of the County with numerous other wind and solar projects being proposed. Portland General Electric, with interests in several of these power production facilities, is one of the County's largest employer and largest taxpayer as of this update. The Columbia River on the northern boundary of the

County is home to several dams, both east and west of the County, operated by the Bonneville Power Administration (BPA) which supplies reasonably priced hydro power throughout the Pacific Northwest.

The BPA and PacifiCorp both own and operate major bulk market transmission lines with another proposed by Idaho Power Company. Gas Transmission Northwest operates a large interstate gas line that traverses Morrow County with two lateral lines that serve Coyote Springs and Carty Generating. There are also a number of small energy developments that include small scale hydro and conversion of methane to electricity, an ethanol processing facility, a demonstration facility designed to process cellulosic ethanol, and two small scale power facilities currently not operational (Port of Morrow and Kinzua Mill Site).

Agriculture and food processing are consumers of energy. And with the growth of personal electronic devices the need for data storage has seen the development of data centers in Morrow County which are large consumers of energy. As these industries continue to grow in Morrow County the need to deliver energy within the local service delivery areas of both the Umatilla Electric and Columbia Basin Electric Cooperatives will also grow as is evidenced by the continuing installation of larger voltage service delivery lines.

For purposes of land use planning energy may best be considered in four major categories: generation and related transmission, bulk market transmission, local service delivery and consumption. Comprehensive Plan Goals and Policies, found later in this element, need to outline the benefits of the energy sector and provide mechanisms to maintain and improve energy generation and movement in and through Morrow County.

Tourism Sector

Morrow County, along with Umatilla County, makes up Oregon's Rugged Country, a tourism marketing moniker. Working through the Easter Oregon Visitor's Association (EOVA) the Boardman and Heppner Chambers work diligently to market Morrow County's variety of tourist opportunities such as the SAGE Center, Heritage Trail, parks along the Columbia River and in the Blue Mountains, various hunting and fishing opportunities, and experiences along the Historic Oregon Trail to name just few.

Morrow County has three parks in the Blue Mountains serving hunters, backpackers, and riders of off highway and all terrain vehicles. The Morrow County Off Highway Vehicle Park, which opened in 2003, has grown to over 9,500 acres with additional land added in Grant County in 2005. Also in the southern portion of the county are several hunting preserves offering both bird and big game hunting opportunities. Bicycling and bicycling tours are an emerging offering with the City of Heppner hosting an annual ride through the Blues. The Blue Mountain Scenic Byway traverses Highway 74 from Interstate 84 to Heppner, then continues on to Ukiah through the Blue Mountains along Willow Creek Road and then the Forest Service Highway also known as the 53 Road. Along the Columbia River two marina parks serve boaters, fishermen and campers. Agriculture and energy in Morrow County are explained and celebrated at the SAGE Center. The United States Forest Service has staff and activities based out of Heppner, serving recreational users and contributing to the employment base of the County.

Tourism was not discussed in the 1980 Comprehensive Plan, but is more fully discussed in this version with the intention of supporting the emerging tourism industry in Morrow County and will include Goals and Policies designed to support current tourism activities and to assure that

future tourism development is supported and encouraged. The Recreation Element, most recently updated in 2011, focuses mostly on the Morrow County parks and has been most recently used to support the Parks Master Plan.

Other County Sectors

Other County sectors are important sources of employment and most have realized significant growth in response to increased County population. The largest sectors include construction, government (county, schools and the Forest Service), health care and manufacturing. Forest lands in the County and the timber industry also contribute to County revenues through payments in lieu of taxes (federal payments on the basis of timber sales). Transportation, trade, finance and service employment have all increased in recent years and improved service in each of these support sectors has in turn benefitted the County's basic industries.

The following table provides the various industrial and commercial use zones and their acreage, including a geographical reference to their location. This is also repeated and then represented graphically on the Industrial Lands Map adopted as part of this Economic Element. It should be noted that there are industrial and commercial lands available within the County near every community. A rezone of land in the Lexington Urban Growth Boundary in 2015 added 20 acres to the available land supply for industrial uses.

Industrial and Commercial Lands Table

	Industrial Lands						Commercial Lands		
	MG	PI	RLI	SAI	AI	RRI*	CG	RSC	TC
Tower Road	7455.3			13839.7	4232.2				50.1
Boardman/Port	629.1	2955.1							
Irrigon	118.6						9.0	8.3	
I-84 South of Irrigon	63.9	1773.3	11.0			48.2			
Ione							1.3		
Lexington			20.5						
Heppner	138.4								
Hardman/Ruggs*								54.5	
Total Acres	8405.3	4728.4	31.5	13839.7	4232.2	48.2	10.3	62.8	50.1
	Industrial Acres: 31,285.3						Commercial Acres: 123.2		

* While identified as Industrial Land no Goal 3 or other exceptions have been taken for this property.

Problems and Opportunities

Water: Mark Twain is attributed with saying that whiskey is for drinking and water is for fighting; there is some truth to that. Here in Morrow County, along with our neighbor Umatilla County, there have been designations affecting water from the perspective of both quantity and quality. There are four Critical Groundwater Areas (CGWA) based on quantity affecting agriculture and other activities in the central and northern portions of Morrow County. Oregon Water Resources

Department manages the following CGWAs: Buttercreek, Ordnance, Ordnance Basalt and Ella Butte (more can be found on the Oregon Water Resources website). Northern Morrow County is also part of the Lower Umatilla Basin Groundwater Management Area (LUB GWMA), a designation by the Oregon Department of Environmental Quality based upon groundwater quality concerns around nitrite and nitrate (more can be found on the Oregon Department of Environmental Quality website). Morrow County has been engaged with many activities over the past 20 or more years with both quantity and quality water concerns.

From 2010 until early 2015 the County was a member of the Umatilla Basin Water Commission working to improve water supplies, but the Commission disbanded. The County is now supporting efforts of the Northeast Oregon Water Association working to develop Columbia River water resources and promoting wise, sustainable water and related natural resource-based economic development in Eastern Oregon. Water depletion of the regions aquifer's is documented, but the efforts of some are showing that we can recover those aquifers if best practices continue, access to Columbia River water is made available, and adequate water storage is developed.

In the early 1990s the Oregon Department of Environmental Quality began the process to quantify the level of nitrite and nitrate in groundwater in the Lower Umatilla Basin. In 1995 the northern portion of Morrow County was designated as part of the LUB GWMA and the County has participated with the Citizen's Advisory Committee since then. The first Action Plan has been completed and a second Action Plan is being developed. Significant changes to agricultural practices have changed based upon the findings of the LUB GWMA, but also based upon the cost of doing business. At this time the trend lines are mostly inconclusive, so work continues with a focus on the following areas identified as potential contributors: agriculture; confined animal feeding operations; small farming and livestock operations under 40 acres; land application of food processing waste water; and management of residential, open and green spaces relative to on-site waste water, application of fertilizers, and pasture management. This work will continue into the foreseeable future.

Both water quantity and quality will be further addressed in Goal 5 Natural Resources, Scenic and Historic Areas, and Open Spaces and Goal 6 Air, Water, and Land Resources Quality.

Industrial Diversification: In the 1980 Comprehensive Plan concern was outlined that the opportunity for growth and development should become more diversified. While that has taken time diversification away from just an agricultural economic base has been happening. More energy generation projects have been sited in Morrow County and the use of personal computing and other devices has created the need for electronic data storage, or data centers. Two new developments at the Port of Morrow are driven from the need to create cleaner fuels and do less harm to the environment. While diversification has been taking place, it should continue as new opportunities emerge.

Industrial Sites and Port Planning: A concern raised in the 1980 Comprehensive Plan was about the need to assure adequate industrial land into the future and a request that the Port of Morrow complete a master plan. Over the intervening years the Port of Morrow has acquired additional land at the Tower Road interchange, both south and north of Interstate 84; acquired the Kinzua Mill Site just north of Heppner; and will soon have available to them 1,800 acres of industrially zoned land on the former Umatilla Army Depot. All of these locations, along with expansion of the East Beach Industrial Area, assures an adequate supply of industrial land for the current

planning time frame. Planning and infrastructure work will need to continue to ensure that these industrial sites have adequate transportation, energy and utility investment. Floodplain concerns will also need to be addressed at the Kinzua Mill Site north of Heppner to facilitate development opportunities.

As to the request that the Port of Morrow complete a master plan, the Planning Department recognizes that through a variety of planning processes the Port of Morrow has met this requirement, although not directly. The recently updated Port of Morrow Strategic Plan, rail planning activities, and various transportation system planning processes provide the Port of Morrow, along with the City of Boardman and Morrow County, significant information to accomplish the necessary planning to support future growth and development at various Port of Morrow facilities and locations.

Transportation Planning: Since adoption of the 1980 Comprehensive Plan the Oregon Department of Land Conservation, working cooperatively with the Oregon Department of Transportation, have further defined the requirements of cities and counties relative to planning for transportation infrastructure with a guiding principle to maintain functionality of state investment. In 1998 Morrow County adopted its first Transportation System Plan which has had two major updates and a number of minor updates. The County has also adopted a Corridor Refinement Plan for the portion of Highway 730 from Irrigon to the Umatilla County line; and Interchange Area Management Plans for four interchanges: the Port of Morrow Interchange, the Interstate 84/Highway 730 Interchange, the Patterson Ferry Interchange, and the Army Depot Interchange as the access location for the Army Depot industrial land in Morrow County. See the Transportation System Plan and support plans for more information.

It should be noted that in Morrow County there are 922 miles of roads with 593 miles being gravel. Funding to maintain the current road system is limited and those limitations are expected to continue. The Morrow County Public Works Department works with a Road Committee to review potential projects that are then forwarded through the Planning Department for adoption first by the Planning Commission and then the County Court as part of the Transportation System Plan. This process of public involvement assures that those impacted by county decisions concerning roads have multiple opportunities to have their voice heard.

Labor Market Factors: Agriculture has seen many changes as technology and cost saving advancements originally shrunk the necessary work force. But in 2015 the emergence of the organic market is changing workforce needs once again, increasing the need for more farm workers. As the County continues to diversify, additional work force diversity will be needed, such as high skilled employees for work within data centers. Morrow County voters supported a bond in 2014 for a new workforce training center to be owned and operated by Blue Mountain Community College located in Boardman and serving the needs of various industries. A continuum of work force needs is emerging, from unskilled workers, to more skilled workers, culminating in a growing need for highly skilled and professional workers. A major finding of Port management and the Columbia River Enterprise Zone Board is that current residents make better long-term employees than importing new workers. This is also advantageous in keeping the next generation of Morrow County residents close to home.

Needed Housing: Housing will be further discussed in Goal 10 Housing, but for this discussion in the Economic Element it needs to be stated that without adequate housing the County will not experience needed population growth. Specifically there is a need for additions to the housing

inventory for both affordable and workforce housing. There is also a desire to increase housing that would be attractive to those at higher income levels. In the Regional Economic Opportunities Analysis for Morrow and Umatilla Counties (2013) comment from the Industrial Land Forum was summarized as “lack of housing and housing diversity is a threat to regional economic development success.”

Efforts are underway to encourage and fund housing opportunities throughout the County. Using discretionary funds from the Columbia River Enterprise Zone grants are available for purchasers of homes, and the City of Boardman has a gap financing program for housing development. During the first year of implementation increases in home ownership have been realized, and new home development is underway.

Most conversations with state agencies or housing advocates often focus on affordable housing, which to some means low income housing. The need in Morrow County, and across eastern Oregon, is for what might be called market housing or workforce housing. While housing needs to be affordable what is needed is housing that is not specifically tied to income levels or poverty guidelines. Needed housing that is affordable is being realized in the community of lone within the Emert subdivision as the community has worked together to find economic opportunity when developing the infrastructure for the subdivision.

Commute Patterns: Various studies done and reports written between 2005 and 2015 discussing workforce needs, housing and transportation have a common theme - many of the workers in Morrow County live elsewhere. Hermiston and Kennewick, Washington appear to be the communities of choice for these workers. The Regional Economic Opportunities Analysis for Morrow and Umatilla Counties (2013) discusses commute patterns and found linkages, but at a lower rate than initially thought. An interesting conclusion of the analysis is that “communities with greater housing diversity tend to have lower commuting rates.”

Poverty: According to the Greater Eastern Oregon Development Corporations 2014 Comprehensive Economic Development Strategy the poverty rate in Morrow County in 2012 was 15.5 percent. This represents the percentage of all people with an income below poverty level for the previous 12 months. The highest rate at 35.4 percent was among families with a single female household with children under the age of 18. This is in contrast to personal income which in Morrow County exceeds the statewide average. Credit is given to recent success at the Port of Morrow, which has placed workers employed in Morrow County as being the fifth highest paid workers in Oregon, a statistic tracked by Business Oregon influencing Enterprise Zone activities.

Another input to poverty is educational attainment, an area that Morrow County could improve in. The 2013 Regional Economic Opportunities Analysis for Umatilla and Morrow Counties discusses the need for an appropriately trained workforce being among the most critical input to successful economic development. Educational attainment is also an important determinate of wage levels. Morrow County needs to increase high school graduation achievement, but most importantly needs to encourage further educational opportunities including college and technical training opportunities.

Communication: In a world where connectivity is becoming a necessity, Morrow County often finds itself lagging. Making a call on a cell phone along Interstate 84, or in Boardman doesn't pose any challenges. But when traveling other regional highways or county roads achieving

connectivity can be problematic. This can be a safety problem for travelers, but also of concern is that business and economic development in the highly technical world of 2016 requires a certain level of connectivity. Without that connectivity businesses cannot reach potential customers. Enhancement of current installations and new installations are needed to provide better cell phone and internet connectivity throughout Morrow County.

Summary

In 1980 the Comprehensive Plan identified that Morrow County's economy has been, is and will continue to be based on its agricultural potential. Thirty five years later that still holds true. Expansion of the County's base economy, diversification in agri-business, new energy generation and new industrial opportunities have and will continue to influence the economy through increased population and through increased trade and services.

Interestingly the 1980 version of the Comprehensive Plan foretold of the growth of the Port of Morrow, starting with a single food processing plant and growing to a major food processing park. Other development has securely placed the Port of Morrow as the second largest port in Oregon and has seen the statement "place the County as one of the most important shipping, processing, manufacturing and distribution centers on the Columbia River" to come to fruition.

Economic Element Goals and Policies

Goal 1: To provide adequate, economical housing facilities, utilities, and services to meet the needs of permanent residents and temporary populations.

Policy 1A: To encourage and facilitate the continued cooperation between those public and private sources who provide funding assistance for such services and utilities.

Policy 1B: To encourage the continued support of educational and other local amenities that make Morrow County a desirable place to live.

Policy 1C: To encourage and facilitate the siting of the necessary infrastructure to increase the availability of the most current communication technologies to residents.

Goal 2: To expand job opportunities and reduce unemployment, reduce out-migration of youth, and accommodate the growth of the County work force.

Policy 2A: To maximize the utilization of the local work force as job opportunities increase.

Policy 2B: To increase the income level of County residents by providing good job training and educational programs in response to employer needs and by encouraging the location of industries in the County which will hire local residents.

Policy 2C: To facilitate and encourage communications and coordination between industry and education to assist in the development and maintenance of a quality work force.

Goal 3: To diversify local businesses, industries and commercial activities and to promote the economic growth and stability of the County.

Policy 3A: To encourage local producers to new markets for local products and to seek out new products that are in demand in the market place and that can be produced locally.

Policy 3B: To develop, maintain and encourage private investment in recreational and tourism activities and facilities.

Goal 4: To encourage the development of compatible land uses throughout the County and to protect areas suitable for industrial development from encroachment of incompatible land uses.

Policy 4A: To limit uses on or near sites zoned for specific industrial and commercial uses to those which are compatible with industrial and commercial development.

Policy 4B: To utilize appropriate mechanisms in implementing regulations to ensure that any development adjacent to or in the vicinity of the Boardman Airport is a compatible use and will not impede future growth of the airport.

Goal 5: To minimize high noise levels, heavy traffic volumes, and other undesirable effects of heavy commercial and industrial developments.

Policy 5A: To utilize appropriate mechanisms in implementing regulations to reduce undesirable impacts from industrial and commercial developments, including the establishment of buffer zones or other mitigation measures if determined to be necessary.

Policy 5B: To cluster commercial uses intended to meet the business needs of the County residents and highway travelers only in designated areas to prevent the undesirable effects of spot zoning.

Goal 6: To maintain an economic-environmental balance in all resource management and allocation decisions.

Policy 6A: To coordinate all planning programs and decisions concerning economic base resources in the County.

Policy 6B: Participate and collaborate with federal land management agencies, particularly the US Forest Service and Bureau of Land Management in decisions affecting the County's timber resource base.

Policy 6C: To require that development plans be based on the best economic information available, comply with applicable environmental standards, and take into account the effects of the development on the existing economy and available resources, including transportation and work force.

Goal 7: To ensure that the County receives adequate water supplies to meet the needs of all domestic, agricultural, industrial, power and natural resource interests.

Policy 7A: To participate and collaborate with public and private agencies promoting wise, sustainable water use in Eastern Oregon.

Policy 7B: To ensure implementing regulations require the use of best management practices to protect surface and groundwater supplies.

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MORROW COUNTY CODE ENFORCEMENT ORDINANCE

Section 9. Weed Control

9.100 Establishment of a Weed Control District

Morrow County is hereby declared a Weed Control District. The Morrow Soil and Water Conservation District shall act as the Weed Advisory Board. The Morrow County Weed Manager shall be the weed inspector and will provide for administration and enforcement of a weed control program as outlined in Oregon Statute.

9.200 Weeds Considered Noxious or of Economic Importance

- A. A weed is a noxious weed if it:
1. Is recognized by the County Court as an imminent and continuous threat to natural resources, watershed health, livestock, wildlife, land, and agricultural products.
 2. Has the potential for widespread infestation.
 3. Is not native to the State of Oregon
- B. The weed inspector shall administer and enforce management and control of noxious weeds and weeds of economic importance, when feasible, with control practices selected and applied to achieve desired weed management objectives in a manner that minimizes risks to human health, non-target organisms, native fish and wildlife, watersheds, and the environment.

9.300 Property Owner Responsibility

- A. Each person, firm, or corporation owning or occupying land within the district shall destroy or prevent the spread or seeding of any noxious weed by the use of the best means at hand and within a time deemed reasonable, except that no weed declared noxious shall be permitted to produce seed.
- B. Any owner or occupant of land identified as have Noxious Weeds (Appendix A) on their property shall submit a Weed Management Plan for their property within 45 days of notification of the existence of such weeds. The Weed Management Plan shall comply with requirements as established by the Morrow County Weed Advisory Board. A Weed Management Plan shall include, but not be limited to, the follow elements:
1. A location map or aerial photo which illustrates:
 - a. the locations of the Noxious Weeds; and
 - b. The land features such as roads, creeks, houses, etc.
 2. Identification of the weeks targeted for control.
 3. The short-term (1 to 3 years) control plan, which shall specify:
 - a. The spray program, including:
 - the type of chemical and rate
 - the timing and frequency of application
 - the follow up and survey plans
 - the date of completion
 - b. The mechanical control plan.
 4. The long-term (3-5 years) control plan, which shall address:
 - a. The designs for increased range health, including:
 - proper grazing
 - range seeding
 - rest
 - pasture rotation

- b, Follow up spray program.
 - 5. The method and timing intervals of reports on the status of the plan.
 - C. Persons operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other machinery shall thoroughly clean it before moving it over any public road or from one farm to another. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which it was grown.
- 9.400 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures.
- A. The weed inspector shall have access to the land within the district.
 - B. When provisions of Oregon Statute are not being complied with, the weed inspector or code enforcement officer shall serve a written notice to the owner or occupant of the land. When the weed inspector or code enforcement officer is unable to serve the notice personally, the notice shall be posted and two (2) copies thereof in three (3) conspicuous places on the land. The notice shall contain:
 - a. The date of service or posting of notice.
 - b. The name of the weed or weeds growing on the land, and a statement setting forth that the weeds must be destroyed or must be prevented from producing seed within a specified time of not less than two (2) days or more than 20 days, to be established by the inspector, from the date of service of the notice.
 - C. The service of notice as provided in subsection (B) of this section imposes a requirement on the owner or occupant of the land to destroy or prevent the weeds from seeding or spreading during the continuation of ownership or occupancy of the land or until the district is dissolved. A copy of the notice, together with proof of service indorsed thereon, shall be filed with the county court.
 - D. Notwithstanding subsection (B) of this section, with permission of the owner or occupant of land, employees of the State Department of Agriculture, or of designated weed control districts, may enter the land to identify noxious weeds and to implement or provide for the implementation of integrated noxious weed control measures, including but not limited to the application of pesticides to the land. The control or eradication of noxious weeds may be conducted with or without charge to the owner or occupant of the land. A notice as described in subsection (B) of this section is not required for the conduct of activities described in this subsection.
- 9.500 Procedure for County Disposition of Weeds.
- A. Steps leading to eradication and control of noxious weeds in the county are necessary and the weed control officer shall cooperate with individual landowners in the control and eradication of noxious weed pests.
 - B. The weed inspector shall destroy or prevent the spread or seeding of any noxious weed on any land owned by the county or constituted as the right of way for any highway, county road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.

- C. If the owner or occupant of the land fails or refuses to immediately destroy or cut the noxious weeds, the weed inspector shall at once notify the County Court, who will take enforcement steps.
1. The county shall authorize the weed inspector to go upon the land or premises and destroy the noxious weeds or control them in such a manner as will destroy all seeds using the most effective and practical method in the judgement of the inspector and with the least injury to the land or crops.
 2. If the weeds are too far advanced for local control procedures the inspector shall notify the County Court which shall request the State Department of Agriculture to immediately quarantine any uncontrolled noxious weed infested farm within the county to prevent the movement of infested crops or livestock and to prevent the spread of the weeds.

9.600 Penalties, Fees and Costs.

- A. Upon completion of work the person so appointed and authorized by the county court shall file an itemized statement of expenses necessarily incurred including wages. A lien shall be docketed upon the lands or premises for the cost of expenses. If the charges and expenses are not paid and the lien discharged by the owner or occupant of such land within 90 days the county may recover the expenses in an action at law.
- B. In addition to other remedies provided by this Ordinance, violation may result in a fine assessed in accordance with Oregon Statute and may incur civil penalties.

Appendix A

NOXIOUS WEEDS

Rush Skeletonweed
 Yellow Starthistle
 Tansy Ragwort
 Dalmation & Yellow Toadflax
 Mediterranean Sage
 Leafy Spurge
 Spikeweed
 Musk Thistle
 Scotch Thistle
 Purple Loosestrife
 Common Crupina
 Whitetop
 Houndstongue

Appendix B

WEEDS OF ECONOMIC IMPORTANCE

Poison Hemlock
 Canada Thistle
 Jointed Goatgrass
 St. Johnswort
 Perennial Sowthistle
 Field Bindweed
 Cereal Rye
 Johnsongrass
 Knapweeds-Russian, Diffuse, Spotted
 Field Dodder
 Water Hemlock
 Medusahead Rye
 Puncturevine
 Kochia
 Perennial Pepperweed
 Myrtle Spurge
 Ventenata

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MORROW COUNTY SOLID WASTE ORDINANCE
SECTION 3.000. PURPOSE AND POLICY

To protect the health, safety and welfare of the people of Morrow County, hereafter referred to as the County, and to meet the goals of the Solid Waste Management Plan, it is declared to be the policy of the County to regulate solid waste management by:

1. Following the priorities on managing solid waste provided in Oregon Revised Statute (ORS) 459.015(2);
2. Providing for the safe and sanitary accumulation, storage, collection, transportation and disposal of solid waste;
3. Providing the opportunity to recycle as part of the overall solid waste plan;
4. Providing for public input in solid waste management and recycling through the Solid Waste Advisory Committee; and
5. Prohibiting accumulation of waste or solid waste on private property in such manner as to create a public nuisance, a hazard to health or a condition of unsightliness, and to provide for the abatement of such conditions where found.

SECTION 5.000. PUBLIC RESPONSIBILITIES

Public responsibility requires the citizens of Morrow County comply with items two and five of Section 3.000 Purpose and Policy of this Ordinance.

5.010. Transportation of Solid Waste

No person shall transport or self-haul, as defined in the Solid Waste Management Plan, solid waste on a public road unless such waste or solid waste is covered and secured. "Covered and Secured" includes:

1. Loads which are totally contained within an enclosed vehicle or container;
2. Loads of solid waste contained in garbage cans with tightly fitting lids, tied plastic solid waste disposal bags or similar totally enclosed individual containers that are completely contained within the walls of a vehicle or container, such that no solid waste can reasonably be expected to escape during hauling;
3. Loads of brush, building materials and similar bulky materials which are secured in or on the hauling vehicle or completely contained within the walls of a vehicle or container, such that none can reasonably be expected to escape during hauling; or
4. Loads consisting entirely of rock, concrete, asphalt paving, stumps and similar materials that are completely contained within the walls of a vehicle or container, such that none can reasonably be expected to escape during hauling.

5.020. Accumulation, Littering and Disturbance of Solid Waste Prohibited

No person shall accumulate or store wastes in violation of the Morrow County Nuisance Ordinance or in violation of regulations of the Oregon Littering Provisions (ORS 164.775 - 805).

No unauthorized person shall remove the lid from any solid waste container or collect, disturb or scatter solid waste stored in the container or deposit solid waste into the container.

5.030. Responsibility for Proper Disposal of Hazardous Waste

The owner, operator, or occupant of any premise, business, establishment, or industry shall be responsible for the satisfactory and legal disposal of all hazardous solid waste generated or accumulated by them on the property. All hazardous solid wastes shall be

disposed of at an appropriate solid waste disposal site licensed to receive such waste, or in a manner consistent with Department of Environmental Quality regulations. It shall be unlawful for any person to dump, deposit, bury, or allow the dumping, depositing or burying of any hazardous solid waste onto or under the surface of the ground or into the waters of the state, except at a State permitted solid or hazardous waste disposal site.

5.032. Responsibility for Proper Disposal of Solid Waste

It is the responsibility of the occupant or owner of real property in Morrow County to use satisfactory and legal disposal methods to dispose of their household generated solid wastes as defined in the Solid Waste Management Plan.

5.040. Open Burning

Woody debris, brush, leaves, grass, tumbleweeds, wood and cuttings from trees, lawns, shrubs and gardens (excepting paper, cardboard, or wood containers in commercial quantities) may be burned on private property only if the method of burning is approved by the local fire department and is done in accordance with the rules and regulations of the Oregon Department of Environmental Quality. Agricultural open burning is allowed pursuant to Oregon air pollution laws (ORS 468A.020) and the requirements and prohibitions of local jurisdictions and the State Fire Marshal.

Open burning of any waste materials, including on agricultural lands, that normally emit dense smoke, noxious odors, or that create a public nuisance is prohibited. These materials include, but are not limited to, household garbage, plastics, wire, insulation, auto bodies, asphalt, waste petroleum products, rubber products, animal remains, and animal or vegetable wastes resulting from the handling, preparation, cooking, or service of food.

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MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

February 20th. 2017

To: Morrow County Commission
COURT HOUSE
Heppner, OR 97836

Re: County Surveyor's report.

Dear Morrow County Commissioners,

On February 23rd I am scheduled to attend a County Surveyor's meeting at the Discovery Center in the Dalles, Oregon. One item of discussion will be the current statutes concerning vacation of private lots and parcels as found in chapters 271 and 368 of the Oregon Revised Statutes. Currently most jurisdictions demand that the lengthy and expensive process of a replat be pursued. Some jurisdictions allow boundary line adjustments to eliminate a line and some use a process called a covenant not to sell separately but the process is not consistent between any two governmental entities. This discussion will focus on potentially moving the recent changes found in Chapter 368 (County Roads) into Chapter 92 so it will be clear to all jurisdictions that it is a process the state wishes to allow. I have attached some of the relevant statute below.

One of the major efforts of my first term as County Surveyor was to search for sources of unfiled surveys affecting Morrow County. During that search a set of county road official field books dating between 1914 and 1930 containing construction surveys and elevation surveys on various county roads was examined and it was discovered that there were a significant number of entries contained in those books that were legal boundary surveys. The review of those books was completed in January of this year and those books containing boundary surveys were indexed and the surveys scanned into the record and placed online. There were around 70 surveys found in those field books affecting Morrow County and another 30 or so that affected Gilliam County. Those affecting Gilliam County have been sent to the Gilliam County Surveyor for review and inclusion in their record of surveys.

Over the course of this past year I also received several unfiled surveys that various surveyors had found in the road files in Lexington. It is my plan to do a thorough review of the County Road files to find any other surveys that may be there and to get them scanned and into the Morrow County Survey Records.

On February 14th I went to Hermiston to pick up a set of maps from Denny Edwards. Mr. Edwards is 76 and has retired from practice and wanted to give me the "originals" of maps of surveys he had done in Morrow County over the course of his career. It was the practice in the 70's to make a print of your map and then have that print photocopied onto a material called sepia. The sepia material is a highly unstable drawing base which continuously darkens with time and can become completely unreadable. It is my plan to replace as many of the sepia drawings as I

can with these maps from Mr. Edwards. For your comparison I have attached a sample showing the current sepia scan in the Morrow County Records compared to the scan I recently made from Mr. Edward's original.

As Mr. Edwards has recently retired he has proposed selling his map cabinets to the Morrow County Surveyor. I have attached a photograph of the flat files. Research on the internet shows that these cabinets run between \$850 and \$1200 new with a base to mount them on for an additional \$200. There are three cabinets in the picture and one base. These items would run between \$2000 to \$3000 new and Mr. Edwards is asking for \$500 for the set together. The flat files in the connex in Lexington are running short on room and it would be a good opportunity to purchase additional storage now before the space runs out.

On a couple of reports that I have submitted to the County Court in the past I have mentioned that the loction where the public survey records are stored in Lexington is not accessible to handicapped individuals and does not meet the requirements of the ORS as stated below:

209.270 Records of county surveyor; location; accessibility. (1) The records of the county surveyor shall be located in county facilities designated by the county governing body.

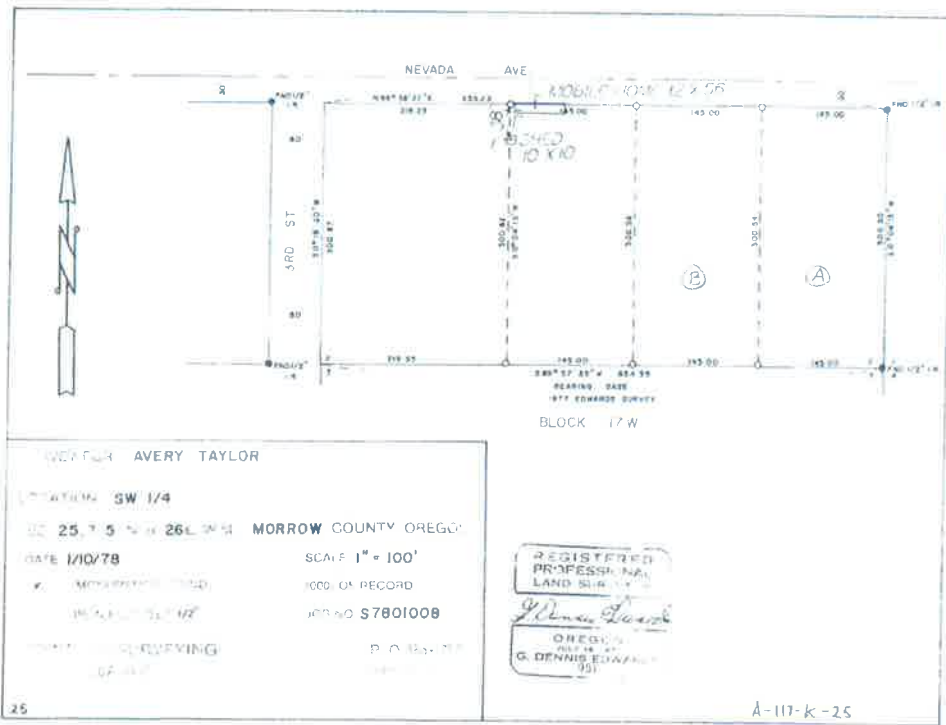
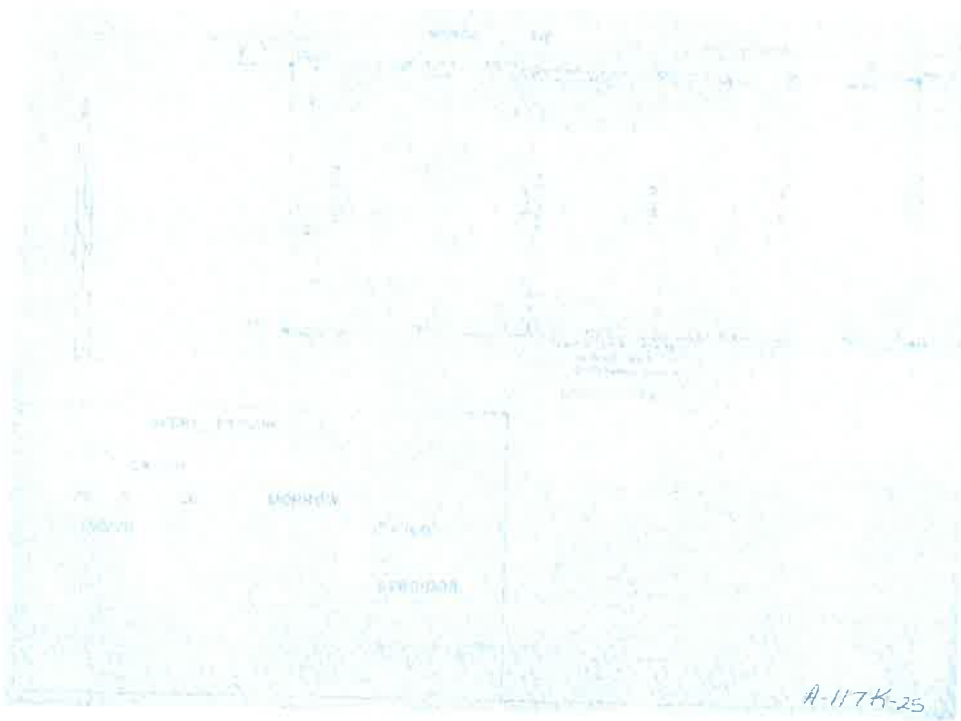
(2) The county surveyor shall be provided reasonable facilities for the proper filing, indexing, copying, public inspection and examination and protection of public records as required under ORS 192.430 and 192.440. [1981 c.429 §3]

I would like to invite each of the commissioners to travel to Lexington and stop in and see the connex where the records are stored so that they will be able to make an informed estimation about whether this facility constitutes "reasonable facilities" for the purposes required by the statute and particularly in light of winter and summer temperatures.

Sincerely,

Stephen K. Haddock, PLS, CFedS
Morrow County Surveyor.





92.190 Effect of replat; operation of other statutes; use of alternate procedures. (1) The replat of a portion of a recorded plat shall not act to vacate any recorded covenants or restrictions.

(2) Nothing in ORS 92.180 to 92.190 is intended to prevent the operation of vacation actions by statutes in ORS chapter 271 or 368.

VACATION

271.080 Vacation in incorporated cities; petition; consent of property owners. (1) Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.

(2) There shall be appended to such petition, as a part thereof and as a basis for granting the same, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing. [Amended by 1999 c.866 §2]

368.351 Vacation without hearing. A county governing body may make a determination about a vacation of property under ORS 368.326 to 368.366 without complying with ORS 368.346 if the proceedings for vacation were initiated by a petition under ORS 368.341 that indicates the owners' approval of the proposed vacation and that contains the acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated and either:

(1) The county road official files with the county governing body a written report that contains the county road official's assessment that any vacation of public property is in the public interest; or

(2) The planning director of the county files a written report with the county governing body in which the planning director, upon review, finds that an interior lot line vacation affecting private property complies with applicable land use regulations and facilitates development of the property subject to interior lot line vacation. [1981 c.153 §39; 2005 c.762 §1]

209.020 Surveys on court order; fees. The county surveyor shall execute all orders directed to the surveyor by any court of record or county court for surveying roads, or surveying or resurveying any tract of land the title to which is in dispute before such court, and all orders of survey for the partition of real estate. The county surveyor may charge and collect a fee that will reimburse the county for work performed under this section. [Amended by 1979 c.653 §1; 1989 c.394 §4]

209.030 Surveys on court order of land divided by county line; fees. When lands the title to which is in dispute before any court are divided by a county line, the court making an order of survey may direct such order to the surveyor of any county in which any part of such land is situated. The county surveyor may charge and collect a fee that will reimburse the county for work performed under this section. [Amended by 1989 c.394 §5]

209.040 Substitution when county surveyor interested in land. When it appears that the county surveyor is interested in any tract of land, the title to which is in dispute before the court, the court shall direct the survey or resurvey to be made by a registered professional land surveyor, who is in nowise interested. The substitute surveyor shall be authorized to administer oaths in the same manner as the county surveyor, return the survey or resurvey on oath or affirmation and receive for the services the same fees that the county surveyor would receive for similar services. [Amended by 1979 c.653 §2; 1989 c.394 §6]

209.080 Compensation of county surveyor. The compensation for the county surveyor shall be as determined by the county court or board of county commissioners, and paid out of the county treasury upon order of the county court. [Amended by 1979 c.653 §5; 1981 c.111 §1; 1989 c.394 §8]

209.140 Necessary interference with corners or accessories; prior notice to county surveyor required; exception for emergency; fees. (1) Any person or public agency that finds it necessary to interfere with or pave over any established public land survey corner or accessories for any reason, shall notify the county surveyor prior to the interference, who shall lower and witness the monument, or place another monument and witness over the existing monument or reference and replace or set a witness monument, as the case may demand, and record the proceedings in the record of permanent surveys. The county surveyor may charge a fee in an amount that will reimburse the county for the work performed.

(2) When an emergency exists and the county surveyor is unavailable, the person or public agency causing the interference shall cause a registered professional land surveyor to preserve the monument as required in subsection (1) of this section. The registered professional land surveyor referencing the monument shall notify the county surveyor of the references within two business days after the references or interference, whichever occurs first. [Amended by 1979 c.653 §9; 1985 c.582 §8; 1989 c.394 §11]

209.230 Materials for certain purposes. The county surveyor shall procure at the expense of the county the materials and requisites for carrying into effect ORS 209.100 to 209.230. The county court shall pay for the same and all expenses incurred therein out of the general fund of the county.

209.255 Amendment of survey map or narrative by affidavit of correction; preparation, certification and recording of affidavit. (1) Any survey map or narrative filed and recorded under the provisions of this chapter may be amended by an affidavit of correction:.....
(6) In addition to the fees established by ORS 205.320 for recording the affidavit in the county deed records, the county clerk shall collect a fee set by the county governing body. The county clerk shall collect the fee as set by the county governing body to be paid to the county surveyor for services provided under this section. [1983 c.309 §10; 1989 c.394 §15; 1993 c.219 §14; 1999 c.654 §23]

209.260 Fee for filing and indexing. The county governing body, by resolution or order, may establish the fee to be collected by the county surveyor for filing and indexing a map or report of a survey. [1981 c.429 §2; 1985 c.582 §9; 1991 c.339 §4; 1991 c.621 §2]

209.270 Records of county surveyor; location; accessibility. (1) The records of the county surveyor shall be located in county facilities designated by the county governing body.
(2) The county surveyor shall be provided reasonable facilities for the proper filing, indexing, copying, public inspection and examination and protection of public records as required under ORS 192.430 and 192.440. [1981 c.429 §3]

209.990 Penalties; civil remedies. (1) The costs of the reestablishment of the corner or witness monument may be recovered in a civil action together with costs and attorney fees for the prevailing party.
(2) A person may obtain injunctive relief to prevent further disturbance or destruction of survey monuments.

92.070 Surveyor's certificates; procedure for recording monumented corners on plat previously recorded; reestablishing certain monuments.....(5) Notwithstanding ORS 209.250, the surveyor who prepared the subdivision or partition plat may reestablish plat monuments within two years of plat recordation without filing a map of the survey as required under ORS 209.250. The surveyor reestablishing any plat monuments shall prepare an affidavit stating that the reestablished corners of the subdivision or partition plat have been correctly surveyed and marked with proper monuments as required under ORS 92.060. The affidavit shall be approved by the county surveyor prior to recordation of the affidavit with the county clerk. The surveyor who prepared the affidavit shall file the affidavit with the county clerk for the county where the subdivision or partition plat is recorded. The county clerk shall promptly provide a certified copy of the recorded affidavit to the surveyor. The county surveyor shall indicate the reestablished monuments on the county surveyor's copy of the plat of the subdivision or partition and any copies of the plat filed under ORS 92.120 (3). The original plat may not be corrected or changed after it is recorded with the county clerk. The county shall charge a fee for recording the affidavit in the county clerk's office and the county surveyor's office. The fee shall be established by the governing body of the county and shall be paid to the county surveyor.

92.100 Approval of plat by city or county surveyor; procedures; approval by county assessor and county governing body; fees.

(1)(a) Except as provided in subsection (4) of this section, before a subdivision or partition plat that covers land within the corporate limits of a city may be recorded, the county surveyor must approve the plat.....(2) Before approving the subdivision plat as required by this section, the county surveyor shall check the subdivision site and the subdivision plat and shall take measurements and make computations and other determinations necessary to determine that the subdivision plat complies with the survey-related provisions of ORS 92.010 to 92.192 and 209.250 and with survey-related requirements established pursuant to an ordinance or resolution passed by the governing body of the controlling city or county.

(3) Before approving the partition plat as required by this section, the county surveyor shall check the partition plat and make computations and other determinations that the partition plat complies with the survey-related provisions of ORS 92.010 to 92.192 and 209.250 and with the survey-related requirements established pursuant to an ordinance or resolution by the governing body of the controlling city or county.

(4) Before a subdivision or partition plat prepared by the county surveyor in a private capacity may be recorded, the plat must be approved in accordance with subsection (2) or (3) of this section, whichever is applicable, by the surveyor of a county other than the county in which the land is located and who has been designated by the county surveyor.

(5) For performing the service described:

(a) In subsection (2) of this section, **the county surveyor shall collect from the subdivider or declarant a fee** of \$100 plus \$5 for each lot contained in the subdivision. The governing body of a city or county may establish a higher fee by resolution or order.

(b) In subsection (3) of this section, **the county surveyor shall collect from the partitioner or declarant** a fee to be established by the governing body.

(c) In subsection (4) of this section, the designated county surveyor shall collect the applicable subdivision or partition plat check fee, and any travel expenses incurred, as established by the designated county surveyor's board of commissioners. The subdivision or partition plat check fee and other expenses must be paid by the subdivider, partitioner or declarant prior to approval of the subdivision or partition plat by the designated county surveyor.

92.170 Amending recorded plat; affidavit of correction; fees. (1) Any plat of a subdivision or partition filed and recorded under the provisions of ORS 92.018 to 92.190 may be amended by an affidavit of correction:..... (6) For recording the affidavit in the county deed records, the county clerk shall collect a fee as provided in ORS 205.320. The county clerk shall also collect a fee set by the county governing body to be paid to the county surveyor for services provided under this section.

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

February 3rd, 2017

To: Karen Wolff
Human Resources Director
P.O. Box 788
Heppner, OR 97836

Re: Summary of County Surveyor duties.

Dear Karen,

This letter is in response to your request via email on February 1st to answer the two questions concerning acceptable comparators for the elected office we hold and for a brief summary of the duties of that office. I have compiled a list of the duties required of the County Surveyor by Oregon State Statute and the Morrow County Ordinance which is attached herewith.

Concerning acceptable comparators I would offer the following input.

First, under ORS 209.155 a county surveyor must be a registered professional surveyor so a good place to start would be an investigation into the range of pay that licensed professional surveyors receive.

Second, as indicated in ORS 209.250 and ORS 92.100, the county surveyor has review and approval authority over the work of every surveyor performing boundary surveys in this county. So the list of acceptable comparators should be reduced to those in upper management who have oversight and review responsibilities in larger organizations such as the BLM, ODOT, CH2MHill, W&H Pacific, etc...

Thirdly, when comparing Morrow County among the other county surveyor positions, there should be a review of the composition of each of the offices. In Morrow County, the surveyor's position is part time without any health benefits, retirement, etc... Also, Morrow County has never had the equipment required under ORS209.230 and has chosen to have each surveyor provide their own equipment. So, in Morrow County the surveyor provides his own health coverage, his own retirement, his own transportation, his own surveying equipment, etc..

Essentially Morrow County is using the surveyor's private business to provide the necessities of the office and should consider compensation at a rate commensurate with that ideology.

Please let me know if you need anything else.

Sincerely,


Stephen K. Haddock, PLS, CFedS

MORROW COUNTY SURVEYOR

SUMMARY OF DUTIES

- Be available to the State and or County Courts for surveys relating to the location of roads, surveys of lands to which the title is in dispute before such courts and for all partitioning of County lands. ORS 209.020 & 209.030.
- Keep a fair and correct record of all surveys made in Morrow County by the County Surveyor, Road Official and all private surveyors. ORS 209.070 (1).
 - * Maintenance of the record requires receipt and indexing of originals and the preparation and distribution of the physical copies to the various sites. Also scanning and delivery of images to the Webmaster and Assessor's Office.
 - ** Currently physical copies of the record are kept in Irrigon, Lexington, at the County Surveyor's Office and in an electronic format on the County's Web Page.
 - ***The County Surveyor also maintains a backup copy of the County subdivision and partition plats in accordance with ORS 92.120(3) and ORS 92.130.
- Prepare and maintain a correct index of all surveys indicating by whom, for whom and where made. ORS 209.070 (2)
 - *An electronic version is also maintained and provided to the County Webmaster for online use by the public.
- Provide copies of any survey to any person or court requiring the same. ORS 209.070(3)
 - * Requires compliance with public records law ORS192.410 through ORS192.440.
- Administers oaths to members of the public concerning facts about roads, surveys, and public land corners. ORS 209.100
- Protect, establish, reestablish and maintain all public land survey corners. ORS 209.070(5)&(6), ORS 209.130, 209.140, 209.150, and 209.155.
 - *The County Surveyor administers a fund that was established solely for this purpose as described in ORS203.148.
 - (NOTE: Morrow County does not have any surveying equipment designated under ORS209.230 and therefore relies on the County Surveyor to use his own private equipment.
- Review and approval of all maps of survey filed for record in this County and all affidavits of correction for any recorded surveys in compliance with the time constraints of ORS209.250(4). See ORS209.250 and ORS209.255.
- Cooperation with OSBEELS (State Board of Examiners for engineering and land surveying) in law enforcement matters. ORS209.250(4)(c) and ORS209.250(11).
 - *This duty requires the preparation of a formal complaint form providing a detailed description of the offense and statutes violated and the collection of available evidence upon which the complaint is based. Also, subsequent communications with OSBEELS when further contacted during the course of their investigation.

- The County Surveyor works with Morrow County Planning and is a member of the County Subdivision Review Committee conducting preliminary and final reviews of subdivisions, partitions, replats, and boundary adjustments. This duty involves the preparation of reports to County Planning describing any deficiencies in the documents provided as they relate to the survey related issues of these planning actions. See Morrow County Ordinance 2.030(c) and ORS92.
- The County Surveyor reviews all subdivision and partition plats for compliance with state statute and the Morrow County Subdivision Ordinance. See Morrow County Ordinance Section 4.080 and ORS92.100(1)(a).
*This review includes performing the necessary mathematical calculations to confirm that all of the technical data on a plat is correct and, in the case of subdivisions, a trip to the site to make measurements and confirm that the monuments have been set and comply with the precision requirements set by law. ORS92.100.
- The County Surveyor may not review or approve plats prepared by him in a private capacity. ORS92.100(4) The Morrow County Surveyor currently provides review services to both the Planning Department and County Surveyors of Gilliam and Umatilla Counties.

As Morrow County Surveyor I have had frequent interaction with the County Road Department, the County Assessor, the County Clerk, the State Department of Revenue, and the party performing the County's remapping of its Assessor's maps, Mr. David Cutting. I also receive numerous calls and emails from the public and private surveyors requesting help with finding information necessary to their use of the records. This requires as close to an "on demand" presence to interested individuals and agencies as may be provided.

- Communication with the County Court concerning all matters covered by the duties described above.

Morrow County Surveyor Time Sheet
Stephen K. Haddock, PLS, CFedS

December					
Date	Hours	Activity	Date	Hours	Activity
1-Dec-15	2	Return phone calls. Sign plat for McKinnis.	21-Jan-16	3.5	Review Delano map for Morrow County Road Department.
7-Dec-15	1	Review survey. Denny Edwards.	22-Jan-16	1	David Cutting question on Ayer's 3rd.
10-Dec-15	2	Review survey issues for Tomkins survey of the County Health Facility.	23-Jan-16	1	File Delano Wilson Lane map.
17-Dec-15	3	Additional survey issue resolution. Tomkins. Gilliam County Planning review.	25-Jan-16	1	Review Tomkins Morrow County Health survey.
18-Dec-15	2	OACES meeting over proposed changes to legislation.	26-Jan-16	3	Final Tomkins review of Morrow County Health survey. Request for information from King.
21-Dec-15	4	Meeting with Assessor and research on Ayer's 3rd Addition plat discrepancies.	28-Jan-16	3	OACES meeting on proposed changes to legislation.
22-Dec-15	7	Gilliam County Planning Review and further discussions with Tomkins about County Health survey.	----- FEBRUARY -----		
23-Dec-15	1	Corrections to Gilliam County planning review.	8-Feb-16	0.5	Respond to OACES poll on whether the County Surveyor position is elected or Appointed.
24-Dec-15	6	Calculations to determine source of error in Ayer's 3rd Addition plat.	9-Feb-16	1	File Delano Wilson map.
28-Dec-15	5	File surveys. Edwards and McKinnis. Update index and scan maps.	10-Feb-16	0.5	Scan Delano Wilson map.
29-Dec-15	3.5	Citizen request about plat easement. Finish index updates and place scans and index online.	16-Feb-16	1	Review diary to prepare data for time sheet for County Court.
30-Dec-15	6	Trip to Lexington to provide monuments to Rogers Surveying for Public Land Corner Remon.	17-Feb-16	2	Review assessor map issues with David Cutting.
----- JANUARY -----			18-Feb-16	8	Review assessor map issues with David Cutting and prepare time sheet for Morrow County Court.
2-Jan-16	1.5	OACES meeting.	22-Feb-16	2	Prepare County Surveyor's Report.
12-Jan-16	8	Department head meeting and presentation prep.	24-Feb-16	6	Present County Surveyor's Report and begin field work for Ayers 3rd addition assessor's map resolution.
13-Jan-16	4	Review and file maps. Scan and index. Delano for Army Depot.			
14-Jan-16	4	Review for Gilliam County. Catterson for Ratray.			
20-Jan-16	1	Sign and mail Catterson partition for Ratray.			

Morrow County Surveyor Time Sheet

Stephen K. Haddock, PLS, CFedS

February					
Date	Hours	Activity	Date	Hours	Activity
25-Feb-16	4	File Edwards corner certificates, update index and prepare document on duties of the County Surveyor.	2-Apr-16	2	Update index and send scanned surveys to webmaster.
25-Feb-16	4	File Edwards corner certificates, update index	4-Apr-16	1	Preliminary review of map for Baalman.
29-Feb-16	4	Work on list of County Surveyor's duties, deliver map and sign plat.	5-Apr-16	4	Contact with U.S. Navy for information on South Boundary of Bombing Range.
----- MARCH -----			6-Apr-16	6.5	Meeting with County Court concerning county surveyor duties & compensation.
1-Mar-16	2	Take maps to Lexington to put in the connex and take scan updates to webmaster.	7-Apr-16	1	Respond to Bill Wells concerning the Navy research situation.
14-Mar-16	2	Work with David Cutting on assessor map issue in 6S28 Section 12.	11-Apr-16	12	Review Baalman map and verify their field work on Bombing Range Road.
15-Mar-16	1	Download 2015 State Statutes release.			Visit County Planning to review the data they have on the Bombing Range.
16-Mar-16	2	OACES discussion on county elected officials.	12-Apr-16	9	Review Baalman survey. Research of additional Navy records and respond to architect on May and Sperry St. issues.
18-Mar-16	1	Scanning Gary Wagner affidavit of correction.			
23-Mar-16	2	Went to Pendleton to pick up unfiled survey by Baalman.	13-Apr-16	4	Additional contact with the Navy and review Rogers Surveying map.
24-Mar-16	1	Report for compensation committee.	14-Apr-16	5	FOIA applications for the U.S. Navy, Army Corps of Engineers and BLM.
25-Mar-16	2	Review Gary Wagner temporary map.			review Rogers Surveying map.
26-Mar-16	0.5	Return map to Dave Krumbein.	15-Apr-16	1	
29-Mar-16	3.5	Compensation committee meeting and deed research for the Ayer's 3rd question.	18-Apr-16	4.5	Budget meeting with County Court.
30-Mar-16	1	File two survey maps.	20-Apr-16	6	Research at Lexington for Bill Wells. File maps of survey. Budget meeting and refine FOIA for Corps of Engineers.
31-Mar-16	4.5	Compensation committee meeting and additional deed research for the Ayer's 3rd question.	21-Apr-16	1	Review map for Dave Krumbein.
----- APRIL -----			22-Apr-16	3	Retrieve returned brass caps (Rogers) from Hermiston, review McKinnis map of BMCC partition. Research deeds for Felbourne Street vacation.
1-Apr-16	2	File maps 1756 and 1757.			

Morrow County Surveyor Time Sheet
 Stephen K. Haddock, PLS, CFedS

April					
Date	Hours	Activity	Date	Hours	Activity
23-Apr-16	1	Letter to David Baalman requesting additional project information.	24-May-16	5	Provide NAVY FOIA data to Wells.
25-Apr-16	2	Contact with Lynee Forsythe about Navy FOIA	25-May-16	5	Prepare County Surveyor report. Maps to Lexington and to Irrigon to sign Primm plat.
28-Apr-16	1	Additional review of McKinnis BMCC plat.			
29-Apr-16	2	Filed map for Rogers and discuss BMCC plat with Mike Gorman.	26-May-16	1	Research on Morrow County permit for monument boxes in roadways.
----- MAY -----			31-May-16	1	Bombing Range access meeting arrangements.
2-May-16	3	Meeting with Ron McKinnis, Justin Nelson and Mike Gorman about BMCC plat, scan Rogers map of survey.	----- JUNE -----		
3-May-16	6	Review survey maps for McKinnis, Rogers and Primm.	7-Jun-16	2	Research railroad maps for Bill Wells
5-May-16	5	Deliver BPA map copies to Wells.	8-Jun-16	1	Sign plat for Dave Krumbein
6-May-16	0.5	Sign McKinnis BMCC plat.	13-Jun-16	3	Answer Penland Lake questions for County Assessor.
9-May-16	10	Attend OACES spring conference.	14-Jun-16	4.5	Answer emails from David Baalman and Ron McKinnis Kingfisher plat review.
10-May-16	8	Attend OACES spring conference.	17-Jun-16	3	Assessor meeting concerning Ayer's 3rd Addition findings.
11-May-16	9	Attend OACES spring conference and respond to emails.	20-Jun-16	3	Filing and scanning maps. OACES discussion concerning affidavits of correction.
12-May-16	3	Review plat and map research for Dave Krumbein File map for Witness Tree Surveying.	21-Jun-16	2	Deliver maps to Irrigon and Lexington.
13-May-16	2	Respond to Wells concerning Navy information and review map for Primm.	22-Jun-16	6	Review of Kingfisher plat for McKinnis
14-May-16	1	Respond to Wells concerning Navy information	23-Jun-16	2	Review of Kingfisher plat for McKinnis
17-May-16	4	File maps and update survey indexes.	30-Jun-16	0.5	Conference with David Hadley about port right of way issues.
18-May-16	4	Trip to Lexington to place originals in connex and scan maps.	----- JULY -----		
19-May-16	6	Print copies of maps and colate and place in file folders for delivery to Irrigon and Lexington.	5-Jul-16	2	File maps for Pidcock and Kennedy

Morrow County Surveyor Time Sheet
 Stephen K. Haddock, PLS, CFedS

July					
Date	Hours	Activity	Date	Hours	Activity
6-Jul-16	2	File maps for Miller and Pettyjohn.	29-Aug-16	3.5	Discussing road file with Mike Gorman.
13-Jul-16	3	Maps to Lexington and update assessor's copy of electronic files.			Filing Welty map and reviewing map for Primm.
14-Jul-16	4	Records search for Primm on Wilson Lane	30-Aug-16	2	Compiling and mailing Primm review.
19-Jul-16	2	Research on Wilson Lane through Ron McKinnis and Bob Butler	----- SEPTEMBER -----		
25-Jul-16	1	Assessor on question about Tomkins map.	2-Sep-16	4	Review of map for Primm.
26-Jul-16	2	Conference with Tomkins about Heppner issues and send research data to Primm on Wilson Lane	6-Sep-16	1	Filing Terra Poma map for Primm.
27-Jul-16	3	Meeting with Mike Gorman on a map question and with Primm concerning Wilson Lane data.	7-Sep-16	3	Review Sandlin plat for Primm. Scan Primm Terra Poma survey.
28-Jul-16	3.5	Email Primm on Wilson Lane issues. Map inquiry by Lance King and review Brit Primm survey.	9-Sep-16	1	Interdepartmental review for Springer.
----- AUGUST -----			13-Sep-16	2	Review of map for B. Wells. Sweeney.
			14-Sep-16	1	Pick up signs in Lexington for Wells
			15-Sep-16	3	Deliver signs to Wells. Assessors review of McKinnis map.
1-Aug-16	6	Phone conference with Brit Primm. Review map and letter from Paul Tomkins on Heppner survey.	16-Sep-16	2	Scanning and filing maps of survey.
2-Aug-16	1	Updated map index to website.	19-Sep-16	3	Review of McKinnis Dean Kegler partition.
4-Aug-16	0.5	File map for Neiffer.	20-Sep-16	6	Review of McKinnis Dean Kegler partition and map for Catterson.
5-Aug-16	1	scan survey maps.	21-Sep-16	2	Review and indexing of State Highway electronic files.
8-Aug-16	3	Meeting with Bobbi Childers on River Ridge protective covenants and review map for Tomkins.	22-Sep-16	2	2nd Review of Kegler plat and indexing State Highway electronic files.
9-Aug-16	2	Additional review of Tomkins map and update survey index.	23-Sep-16	8	Prepare OSBEELS complaint for unfiled map of survey by Delano on Big Butter Creek.
11-Aug-16	1	Review Primm map of survey.	24-Sep-16	1	Interdepartmental review for Springer and Primm.
12-Aug-16	2	Review map for Mike Springer.			
15-Aug-16	1	Mail review to Primm.			
22-Aug-16	8	Discussion with County Planning, filing, scanning and mailing maps.			

Morrow County Surveyor Time Sheet

Stephen K. Haddock, PLS, CFedS

September

Date	Hours	Activity	Date	Hours	Activity
26-Sep-16	3	Interdepartmental review for Springer and Primm.			
27-Sep-16	1	Phone conference with Brit Primm on Sandlin Plat			
28-Sep-16	7.5	Filing maps. Copies to Lexington. Research in Road Department records for Delano map.			
29-Sep-16	3	Phone conference with Keith Primm and revisions to Delano complaint form.	1-Nov-16	3	Search for Oregon Trail surveys for Stephen Wreccsics. Review of Jason Wells map and deliver corner certificates.
30-Sep-16	0.5	Phone conference with Keith Primm on Irrigon partition.	2-Nov-16	4	Discussion with Assessor concerning legal description issues for Springer survey.
		OCTOBER	14-Nov-16	1	Review survey for Springer and Primm.
5-Oct-16	0.5	Phone conference with Kathy Street on Irrigon Library partition.	15-Nov-16	2	File maps of survey and review Martin survey by Springer.
6-Oct-16	5	Ordering monument boxes for road department and sign plat for Library District.	18-Nov-16	4	File, copy and scan recorded surveys.
7-Oct-16	2	Conference with Jason Wells concerning Britt partition questions.			DECEMBER
10-Oct-16	4.5	Conference with Keith Primm concerning the interpretation of survey statute and meeting with Daniel Hilday concerning the content of the County Surveyor's web page.	6-Dec-16	6	Primm Suchy review and updates to online records.
11-Oct-16	2	Filing and scanning Sweeney map for Bill Wells.	7-Dec-16	3.5	Mail Primm Suchy review and visit with Bobbi and Gary Roberts about online records issues.
13-Oct-16	0.5	Phone conference with Ron McKinnis	9-Dec-16	2	Review Primm plat with Elise Bruch.
14-Oct-16	2	Sign plat for McKinnis and conference with Jason Wells on Britt partition.	13-Dec-16	1	Monument research for Lance King.
20-Oct-16	1	Recalculating closures on McKinnis Kegler Plat.	17-Dec-16	10	Review of McKinnis VADATA plat.
25-Oct-16	0.5	Phone conference with Jason Wells.	19-Dec-16	4	Conference with McKinnis on VADATA plat and review Wells plat for Britt.
31-Oct-16	2	Phone conference with McKinnis and search for corner certificates.	20-Dec-16	2.5	Swearing in ceremony and review for Wells plat for Britt.
			22-Dec-16	0.5	Answer emails.
			23-Dec-16	3	2nd review of McKinnis VADATA plat and Wells Britt plat.

Morrow County Surveyor Time Sheet

Stephen K. Haddock, PLS, CFedS

December					
Date	Hours	Activity	Date	Hours	Activity
27-Dec-16	1	Review 3 of McKinnis VADATA plat.	2-Feb-17	1	Research compensation committee request.
30-Dec-16	2	Conference with Jerry Sorte concerning online records and sign VADATA plat for McKinnis.	3-Feb-17	2.5	Research county surveyor statutes for list of duties for discussion with county commissioners. Prepare list of past County Surveyors for OACES
----- JANUARY -----					
3-Jan-17	1	Conference with David Hadley concerning Britt plat.	6-Feb-17	8	Upload data to county surveyor web page and meeting with planning and assessors and Bill Wells on lot of record issues.
4-Jan-17	5	File and scan maps. Update index.			
12-Jan-17	2	Conference with Lance King on survey issues.			
18-Jan-17	2	Pick up plats at assessor's office.	9-Feb-17	2	Review statutes for county surveyors fees.
19-Jan-17	6	Conference with Primms concerning online records issues, update indexes and scan old survey field books.	10-Feb-17	1	Phone conference with Bill Wells
20-Jan-17	8	Index and scan old survey field books.	13-Feb-17	2	Review of vacation statutes for OACES meeting on 23rd.
23-Jan-17	7	Morrow County Website training.	14-Feb-17	9	Pick up maps from Denny Edwards who wanted to deliver his maps in Morrow County after his retirement.
23-Jan-17	8	Index and scan old survey field books.			
25-Jan-17	6	Index and scan old survey field books.			
26-Jan-17	11	Index and scan old survey field books and OACES conference call.	15-Feb-17	2	Research LUBA cases for data on the property vacation statutes for OACES.
27-Jan-17	12	Index and scan old survey field books, website development, research county surveyor history for OACES.	17-Feb-17	6	Preparation of County Surveyor time report for submission to County Commissioners.
28-Jan-17	7	Complete index and scanning of old field books.			
----- FEBRUARY -----					
1-Feb-17	4.5	Research Morrow County Surveyor history for OACES.			

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

February 3rd, 2017

To: Karen Wolff
Human Resources Director
P.O. Box 788
Heppner, OR 97836

Re: Summary of County Surveyor duties.

Dear Karen,

This letter is in response to your request via email on February 1st to answer the two questions concerning acceptable comparators for the elected office we hold and for a brief summary of the duties of that office. I have compiled a list of the duties required of the County Surveyor by Oregon State Statute and the Morrow County Ordinance which is attached herewith.

Concerning acceptable comparators I would offer the following input.

First, under ORS 209.155 a county surveyor must be a registered professional surveyor so a good place to start would be an investigation into the range of pay that licensed professional surveyors receive.

Second, as indicated in ORS 209.250 and ORS 92.100, the county surveyor has review and approval authority over the work of every surveyor performing boundary surveys in this county. So the list of acceptable comparators should be reduced to those in upper management who have oversight and review responsibilities in larger organizations such as the BLM, ODOT, CH2MHill, W&H Pacific, etc...

Thirdly, when comparing Morrow County among the other county surveyor positions, there should be a review of the composition of each of the offices. In Morrow County, the surveyor's position is part time without any health benefits, retirement, etc... Also, Morrow County has never had the equipment required under ORS209.230 and has chosen to have each surveyor provide their own equipment. So, in Morrow County the surveyor provides his own health coverage, his own retirement, his own transportation, his own surveying equipment, etc..

Essentially Morrow County is using the surveyor's private business to provide the necessities of the office and should consider compensation at a rate commensurate with that ideology.

Please let me know if you need anything else.

Sincerely,


Stephen K. Haddock, PLS, CFedS

MORROW COUNTY SURVEYOR

SUMMARY OF DUTIES

- Be available to the State and or County Courts for surveys relating to the location of roads, surveys of lands to which the title is in dispute before such courts and for all partitioning of County lands. ORS 209.020 & 209.030.
- Keep a fair and correct record of all surveys made in Morrow County by the County Surveyor, Road Official and all private surveyors. ORS 209.070 (1).
 - * Maintenance of the record requires receipt and indexing of originals and the preparation and distribution of the physical copies to the various sites. Also scanning and delivery of images to the Webmaster and Assessor's Office.
 - ** Currently physical copies of the record are kept in Irrigon, Lexington, at the County Surveyor's Office and in an electronic format on the County's Web Page.
 - ***The County Surveyor also maintains a backup copy of the County subdivision and partition plats in accordance with ORS 92.120(3) and ORS 92.130.
- Prepare and maintain a correct index of all surveys indicating by whom, for whom and where made. ORS 209.070 (2)
 - *An electronic version is also maintained and provided to the County Webmaster for online use by the public.
- Provide copies of any survey to any person or court requiring the same. ORS 209.070(3)
 - * Requires compliance with public records law ORS192.410 through ORS192.440.
- Administers oaths to members of the public concerning facts about roads, surveys, and public land corners. ORS 209.100
- Protect, establish, reestablish and maintain all public land survey corners. ORS 209.070(5)&(6), ORS 209.130, 209.140, 209.150, and 209.155.
 - *The County Surveyor administers a fund that was established solely for this purpose as described in ORS203.148.
 - (NOTE: Morrow County does not have any surveying equipment designated under ORS209.230 and therefore relies on the County Surveyor to use his own private equipment.
- Review and approval of all maps of survey filed for record in this County and all affidavits of correction for any recorded surveys in compliance with the time constraints of ORS209.250(4). See ORS209.250 and ORS209.255.
- Cooperation with OSBEELS (State Board of Examiners for engineering and land surveying) in law enforcement matters. ORS209.250(4)(c) and ORS209.250(11).
 - *This duty requires the preparation of a formal complaint form providing a detailed description of the offense and statutes violated and the collection of available evidence upon which the complaint is based. Also, subsequent communications with OSBEELS when further contacted during the course of their investigation.

- The County Surveyor works with Morrow County Planning and is a member of the County Subdivision Review Committee conducting preliminary and final reviews of subdivisions, partitions, replats, and boundary adjustments. This duty involves the preparation of reports to County Planning describing any deficiencies in the documents provided as they relate to the survey related issues of these planning actions. See Morrow County Ordinance 2.030(c) and ORS92.
- The County Surveyor reviews all subdivision and partition plats for compliance with state statute and the Morrow County Subdivision Ordinance. See Morrow County Ordinance Section 4.080 and ORS92.100(1)(a).
*This review includes performing the necessary mathematical calculations to confirm that all of the technical data on a plat is correct and, in the case of subdivisions, a trip to the site to make measurements and confirm that the monuments have been set and comply with the precision requirements set by law. ORS92.100.
- The County Surveyor may not review or approve plats prepared by him in a private capacity. ORS92.100(4) The Morrow County Surveyor currently provides review services to both the Planning Department and County Surveyors of Gilliam and Umatilla Counties.

As Morrow County Surveyor I have had frequent interaction with the County Road Department, the County Assessor, the County Clerk, the State Department of Revenue, and the party performing the County's remapping of its Assessor's maps, Mr. David Cutting. I also receive numerous calls and emails from the public and private surveyors requesting help with finding information necessary to their use of the records. This requires as close to an "on demand" presence to interested individuals and agencies as may be provided.

- Communication with the County Court concerning all matters covered by the duties described above.

Morrow County Surveyor Time Sheet

Stephen K. Haddock, PLS, CFedS

December					
Date	Hours	Activity	Date	Hours	Activity
1-Dec-15	2	Return phone calls. Sign plat for McKinnis.	21-Jan-16	3.5	Review Delano map for Morrow County Road Department.
7-Dec-15	1	Review survey. Denny Edwards.	22-Jan-16	1	David Cutting question on Ayer's 3rd.
10-Dec-15	2	Review survey issues for Tomkins survey of the County Health Facility.	23-Jan-16	1	File Delano Wilson Lane map.
17-Dec-15	3	Additional survey issue resolution. Tomkins. Gilliam County Planning review.	25-Jan-16	1	Review Tomkins Morrow County Health survey.
18-Dec-15	2	OACES meeting over proposed changes to legislation.	26-Jan-16	3	Final Tomkins review of Morrow County Health survey. Request for information from King.
21-Dec-15	4	Meeting with Assessor and research on Ayer's 3rd Addition plat discrepancies.	28-Jan-16	3	OACES meeting on proposed changes to legislation.
22-Dec-15	7	Gilliam County Planning Review and further discussions with Tomkins about County Health survey.	----- FEBRUARY -----		
23-Dec-15	1	Corrections to Gilliam County planning review.	8-Feb-16	0.5	Respond to OACES poll on whether the County Surveyor position is elected or Appointed.
24-Dec-15	6	Calculations to determine source of error in Ayer's 3rd Addition plat.	9-Feb-16	1	File Delano Wilson map.
28-Dec-15	5	File surveys. Edwards and McKinnis. Update index and scan maps.	10-Feb-16	0.5	Scan Delano Wilson map.
29-Dec-15	3.5	Citizen request about plat easement. Finish index updates and place scans and index online.	16-Feb-16	1	Review diary to prepare data for time sheet for County Court.
30-Dec-15	6	Trip to Lexington to provide monuments to Rogers Surveying for Public Land Corner Remon.	17-Feb-16	2	Review assessor map issues with David Cutting.
----- JANUARY -----			18-Feb-16	8	Review assessor map issues with David Cutting and prepare time sheet for Morrow County Court.
2-Jan-16	1.5	OACES meeting.	22-Feb-16	2	Prepare County Surveyor's Report.
12-Jan-16	8	Department head meeting and presentation prep.	24-Feb-16	6	Present County Surveyor's Report and begin field work for Ayers 3rd addition assessor's map resolution.
13-Jan-16	4	Review and file maps. Scan and index. Delano for Army Depot.			
14-Jan-16	4	Review for Gilliam County. Catterson for Ratray.			
20-Jan-16	1	Sign and mail Catterson partition for Ratray.			

Morrow County Surveyor Time Sheet
Stephen K. Haddock, PLS, CFedS

February			Date		
Date	Hours	Activity	Date	Hours	Activity
25-Feb-16	4	File Edwards corner certificates, update index and prepare document on duties of the County Surveyor.	2-Apr-16	2	Update index and send scanned surveys to webmaster.
25-Feb-16	4	File Edwards corner certificates, update index	4-Apr-16	1	Preliminary review of map for Baalman.
29-Feb-16	4	Work on list of County Surveyor's duties, deliver map and sign plat.	5-Apr-16	4	Contact with U.S. Navy for information on South Boundary of Bombing Range.
----- MARCH -----			6-Apr-16	6.5	Meeting with County Court concerning county surveyor duties & compensation.
1-Mar-16	2	Take maps to Lexington to put in the connex and take scan updates to webmaster.	7-Apr-16	1	Respond to Bill Wells concerning the Navy research situation.
14-Mar-16	2	Work with David Cutting on assessor map issue in 6S28 Section 12.	11-Apr-16	12	Review Baalman map and verify their field work on Bombing Range Road.
15-Mar-16	1	Download 2015 State Statutes release.			Visit County Planning to review the data they have on the Bombing Range.
16-Mar-16	2	OACES discussion on county elected officials.	12-Apr-16	9	Review Baalman survey. Research of additional Navy records and respond to architect on May and Sperry St. issues.
18-Mar-16	1	Scanning Gary Wagner affidavit of correction.			
23-Mar-16	2	Went to Pendleton to pick up unfiled survey by Baalman.	13-Apr-16	4	Additional contact with the Navy and review Rogers Surveying map.
24-Mar-16	1	Report for compensation committee.	14-Apr-16	5	FOIA applications for the U.S. Navy, Army Corps of Engineers and BLM.
25-Mar-16	2	Review Gary Wagner temporary map.			review Rogers Surveying map.
26-Mar-16	0.5	Return map to Dave Krumbein.	15-Apr-16	1	
29-Mar-16	3.5	Compensation committee meeting and deed research for the Ayer's 3rd question.	18-Apr-16	4.5	Budget meeting with County Court.
30-Mar-16	1	File two survey maps.	20-Apr-16	6	Research at Lexington for Bill Wells. File maps of survey. Budget meeting and refine FOIA for Corps of Engineers.
31-Mar-16	4.5	Compensation committee meeting and additional deed research for the Ayer's 3rd question.	21-Apr-16	1	Review map for Dave Krumbein.
----- APRIL -----			22-Apr-16	3	Retrieve returned brass caps (Rogers) from Hermiston, review McKinnis map of BMCC partition. Research deeds for Felbourne Street vacation.
1-Apr-16	2	File maps 1756 and 1757.			

Morrow County Surveyor Time Sheet

Stephen K. Haddock, PLS, CFedS

April					
Date	Hours	Activity	Date	Hours	Activity
23-Apr-16	1	Letter to David Baalman requesting additional project information.	24-May-16	5	Provide NAVY FOIA data to Wells.
25-Apr-16	2	Contact with Lynee Forsythe about Navy FOIA	25-May-16	5	Prepare County Surveyor report. Maps to Lexington and to Irrigon to sign Primm plat.
28-Apr-16	1	Additional review of McKinnis BMCC plat.	26-May-16	1	Research on Morrow County permit for monument boxes in roadways.
29-Apr-16	2	Filed map for Rogers and discuss BMCC plat with Mike Gorman.	31-May-16	1	Bombing Range access meeting arrangements.
----- MAY -----			----- JUNE -----		
2-May-16	3	Meeting with Ron McKinnis, Justin Nelson and Mike Gorman about BMCC plat, scan Rogers map of survey.	7-Jun-16	2	Research railroad maps for Bill Wells
3-May-16	6	Review survey maps for McKinnis, Rogers and Primm.	8-Jun-16	1	Sign plat for Dave Krumbein
5-May-16	5	Deliver BPA map copies to Wells.	13-Jun-16	3	Answer Penland Lake questions for County Assessor.
6-May-16	0.5	Sign McKinnis BMCC plat.	14-Jun-16	4.5	Answer emails from David Baalman and Ron McKinnis Kingfisher plat review.
9-May-16	10	Attend OACES spring conference.	17-Jun-16	3	Assessor meeting concerning Ayer's 3rd Addition findings.
10-May-16	8	Attend OACES spring conference.	20-Jun-16	3	Filing and scanning maps. OACES discussion concerning affidavits of correction.
11-May-16	9	Attend OACES spring conference and respond to emails.	21-Jun-16	2	Deliver maps to Irrigon and Lexington.
12-May-16	3	Review plat and map research for Dave Krumbein File map for Witness Tree Surveying.	22-Jun-16	6	Review of Kingfisher plat for McKinnis
13-May-16	2	Respond to Wells concerning Navy information and review map for Primm.	23-Jun-16	2	Review of Kingfisher plat for McKinnis
14-May-16	1	Respond to Wells concerning Navy information	30-Jun-16	0.5	Conference with David Hadley about port right of way issues.
17-May-16	4	File maps and update survey indexes.	----- JULY -----		
18-May-16	4	Trip to Lexington to place originals in connex and scan maps.	5-Jul-16	2	File maps for Pidcock and Kennedy
19-May-16	6	Print copies of maps and colate and place in file folders for delivery to Irrigon and Lexington.			

Morrow County Surveyor Time Sheet
 Stephen K. Haddock, PLS, CFedS

July					
Date	Hours	Activity	Date	Hours	Activity
6-Jul-16	2	File maps for Miller and Pettyjohn.	29-Aug-16	3.5	Discussing road file with Mike Gorman.
13-Jul-16	3	Maps to Lexington and update assessor's copy of electronic files.			Filing Welty map and reviewing map for Primm.
14-Jul-16	4	Records search for Primm on Wilson Lane	30-Aug-16	2	Compiling and mailing Primm review.
19-Jul-16	2	Research on Wilson Lane through Ron McKinnis and Bob Butler	----- SEPTEMBER -----		
25-Jul-16	1	Assessor on question about Tomkins map.	2-Sep-16	4	Review of map for Primm.
26-Jul-16	2	Conference with Tomkins about Heppner issues and send research data to Primm on Wilson Lane	6-Sep-16	1	Filing Terra Poma map for Primm.
27-Jul-16	3	Meeting with Mike Gorman on a map question and with Primm concerning Wilson Lane data.	7-Sep-16	3	Review Sandlin plat for Primm. Scan Primm Terra Poma survey.
28-Jul-16	3.5	Email Primm on Wilson Lane issues. Map inquiry by Lance King and review Brit Primm survey.	9-Sep-16	1	Interdepartmental review for Springer.
----- AUGUST -----			13-Sep-16	2	Review of map for B. Wells. Sweeney.
			14-Sep-16	1	Pick up signs in Lexington for Wells
			15-Sep-16	3	Deliver signs to Wells. Assessors review of McKinnis map.
1-Aug-16	6	Phone conference with Brit Primm. Review map and letter from Paul Tomkins on Heppner survey.	16-Sep-16	2	Scanning and filing maps of survey.
2-Aug-16	1	Updated map index to website.	19-Sep-16	3	Review of McKinnis Dean Kegler partition.
4-Aug-16	0.5	File map for Neiffer.	20-Sep-16	6	Review of McKinnis Dean Kegler partition and map for Catterson.
5-Aug-16	1	scan survey maps.	21-Sep-16	2	Review and indexing of State Highway electronic files.
8-Aug-16	3	Meeting with Bobbi Childers on River Ridge protective covenants and review map for Tomkins.	22-Sep-16	2	2nd Review of Kegler plat and indexing State Highway electronic files.
9-Aug-16	2	Additional review of Tomkins map and update survey index.	23-Sep-16	8	Prepare OSBEELS complaint for unfiled map of survey by Delano on Big Butter Creek.
11-Aug-16	1	Review Primm map of survey.	24-Sep-16	1	Interdepartmental review for Springer and Primm.
12-Aug-16	2	Review map for Mike Springer.			
15-Aug-16	1	Mail review to Primm.			
22-Aug-16	8	Discussion with County Planning, filing, scanning and mailing maps.			

Morrow County Surveyor Time Sheet

Stephen K. Haddock, PLS, CFedS

September

Date	Hours	Activity	Date	Hours	Activity
26-Sep-16	3	Interdepartmental review for Springer and Primm.			
27-Sep-16	1	Phone conference with Brit Primm on Sandlin Plat			
28-Sep-16	7.5	Filing maps. Copies to Lexington. Research in Road Department records for Delano map.			
29-Sep-16	3	Phone conference with Keith Primm and revisions to Delano complaint form.	1-Nov-16	3	Search for Oregon Trail surveys for Stephen Wrecsics. Review of Jason Wells map and deliver corner certificates.
30-Sep-16	0.5	Phone conference with Keith Primm on Irrigon partition.	2-Nov-16	4	Discussion with Assessor concerning legal description issues for Springer survey.
		OCTOBER	14-Nov-16	1	Review survey for Springer and Primm.
5-Oct-16	0.5	Phone conference with Kathy Street on Irrigon Library partition.	15-Nov-16	2	File maps of survey and review Martin survey by Springer.
6-Oct-16	5	Ordering monument boxes for road department and sign plat for Library District.	18-Nov-16	4	File, copy and scan recorded surveys.
7-Oct-16	2	Conference with Jason Wells concerning Britt partition questions.			DECEMBER
10-Oct-16	4.5	Conference with Keith Primm concerning the interpretation of survey statute and meeting with Daniel Hilday concerning the content of the County Surveyor's web page.	6-Dec-16	6	Primm Suchy review and updates to online records.
11-Oct-16	2	Filing and scanning Sweeney map for Bill Wells.	7-Dec-16	3.5	Mail Primm Suchy review and visit with Bobbi and Gary Roberts about online records issues.
13-Oct-16	0.5	Phone conference with Ron McKinnis	9-Dec-16	2	Review Primm plat with Elise Bruch.
14-Oct-16	2	Sign plat for McKinnis and conference with Jason Wells on Britt partition.	13-Dec-16	1	Monument research for Lance King.
20-Oct-16	1	Recalculating closures on McKinnis Kegler Plat.	17-Dec-16	10	Review of McKinnis VADATA plat.
25-Oct-16	0.5	Phone conference with Jason Wells.	19-Dec-16	4	Conference with McKinnis on VADATA plat and review Wells plat for Britt.
31-Oct-16	2	Phone conference with McKinnis and search for corner certificates.	20-Dec-16	2.5	Swearing in ceremony and review for Wells plat for Britt.
			22-Dec-16	0.5	Answer emails.
			23-Dec-16	3	2nd review of McKinnis VADATA plat and Wells Britt plat.

Morrow County Surveyor Time Sheet
Stephen K. Haddock, PLS, CFedS

December			Date		
Date	Hours	Activity	Date	Hours	Activity
27-Dec-16	1	Review 3 of McKinnis VADATA plat.	2-Feb-17	1	Research compensation committee request.
30-Dec-16	2	Conference with Jerry Sorte concerning online records and sign VADATA plat for McKinnis.	3-Feb-17	2.5	Research county surveyor statutes for list of duties for discussion with county commissioners. Prepare list of past County Surveyors for OACES
----- JANUARY -----					
3-Jan-17	1	Conference with David Hadley concerning Britt plat.	6-Feb-17	8	Upload data to county surveyor web page and meeting with planning and assessors and Bill Wells on lot of record issues.
4-Jan-17	5	File and scan maps. Update index.			
12-Jan-17	2	Conference with Lance King on survey issues.	9-Feb-17	2	Review statutes for county surveyors fees.
18-Jan-17	2	Pick up plats at assessor's office.	10-Feb-17	1	Phone conference with Bill Wells
19-Jan-17	6	Conference with Primms concerning online records issues, update indexes and scan old survey field books.	13-Feb-17	2	Review of vacation statutes for OACES meeting on 23rd.
20-Jan-17	8	Index and scan old survey field books.	14-Feb-17	9	Pick up maps from Denny Edwards who wanted to deliver his maps in Morrow County after his retirement.
23-Jan-17	7	Morrow County Website training.	15-Feb-17	2	Research LUBA cases for data on the property vacation statutes for OACES.
23-Jan-17	8	Index and scan old survey field books.	17-Feb-17	6	Preparation of County Surveyor time report for submission to County Commissioners.
25-Jan-17	6	Index and scan old survey field books.			
26-Jan-17	11	Index and scan old survey field books and OACES conference call.			
27-Jan-17	12	Index and scan old survey field books, website development, research county surveyor history for OACES.			
28-Jan-17	7	Complete index and scanning of old field books.			
----- FEBRUARY -----					
1-Feb-17	4.5	Research Morrow County Surveyor history for OACES.			

MORROW COUNTY COMPENSATION BOARD MEETING AGENDA

Thursday, March 16, 2017 at 9:30 AM

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, OR

1. **Call to Order - 9:30 AM**
2. **Minutes of March 29, 2016 and March 31, 2016**
3. **Open Comments** – This is the time provided for individuals wishing to address the Board.
4. **Elected Officials Compensation Deliberations** – This portion of the meeting will be for Board deliberations. Comment will not be accepted during this time.

Consider Pay Levels of Morrow County Elective Officers, as required under ORS 204.112

- Discussion of wages in general
- Commissioners
- Clerk
- Sheriff
- Treasurer
- Surveyor
- Assessor
- Justice Court
- District Attorney
- Discussion comparing Elected Officials with Morrow County Department Heads and Managers
- Compensation Board recommendation to the Morrow County Board of Commissioners

5. **Open Comments** - This is the time provided for individuals wishing to address the Board.
6. **Adjournment**

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 Human Resources 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 Karen Wolff, Human Resources Director at (541) 676-5620.



Barry Beyeler, Chair ■ Renee Dowlin, Vice Chair ■ Hanley Jenkins II ■ Trey Senn ■ Marcy Grail ■ Betty Roppe ■ Jack Billings

**Energy Facility Siting Council
Meeting Notice and Agenda**

February 23, 2017: 2:30 p.m.

February 24, 2017: 8:30 a.m.

**Cousins' Country Inn
Banquet Room
2114 W. 6th St.
The Dalles, OR 97058**

Please Note: Every effort will be made to consider items as they are indicated. However, the Council agenda and the order of agenda items are subject to change.

Thursday, February 23, 2017: 2:30 p.m.

A. Consent Calendar (Information & Action Items) – Approval of minutes; Council Secretary Report and other routine Council business.

B. Council Decision on Certified Issue by Hearing Officer for the Wheatridge Wind Energy Facility Application for Site Certificate (Action Item) – Paul Garrahan, Department of Justice. The Council will consider the questions as certified by the Hearing Officer pursuant to OAR 345-015-0023(k) for the Wheatridge Wind Energy Facility ASC contested case proceeding.

C. [4:30 p.m.]: Fish and Wildlife Habitat (Sage Grouse) Rulemaking – Public Hearing (Information Item) – Jason Sierman, Rulemaking Coordinator. The Council will hold a public hearing on the rulemaking that proposes to incorporate ODFW sage-grouse rules into the EFSC rules. and proposes to remove the requirements to identify federally listed threatened and endangered species in an application for a site certificate.

D. Comments to Council Regarding the November 4, 2016 Denial of Contested Case for the Summit Ridge Wind Farm Amendment 2 of the Site Certificate – Ms. Irene Gilbert, Friends of the Grande Ronde Valley (Information Item) – Pursuant to OAR 345-011-0035(2), Ms. Gilbert requested this item be added to a Council agenda and the Council Chair concurred.

E. Public Comment – This time is reserved for the public to address the Council regarding any item within the Council's jurisdiction that is not otherwise closed for comment.

Barry Beyeler, Chair ■ Renee Dowlin, Vice Chair ■ Hanley Jenkins II ■ Trey Senn ■ Marcy Grail ■ Betty Roppe ■ Jack Billings

Friday, February 24, 2017: 8:30 a.m.

F. Roll Call – Todd Cornett, Assistant Director/Council Secretary.

G. Golden Hills Wind Project Presentation on Amendment 3 of the Site Certificate (Action Item) – Sarah Esterson, Siting Analyst. The Council will consider the certificate holder's Request for Amendment 3, and a request for a contested case proceeding on the revised proposed order. The public comment period and deadline for requesting a contested case closed on January 6, 2017. Under Council rules, no further public comment can be accepted. More information on the amendment request can be found on the department's website at <http://www.oregon.gov/energy/Siting/Pages/GHW.aspx>.

Morning Break

H. [10:30 a.m.]: Amendment Rulemaking – Public Hearing (Information and Action Item) – Jason Sierman, Rulemaking Coordinator. The Council will hold a public hearing on the rulemaking that proposes a reorganization Oregon Administrative Rules Chapter 345, Division 27 and proposes a rewrite of the rules governing requests for amendments to site certificates. These changes are intended to clarify points of past confusion in existing rules, improve organization, increase the public's opportunity for participation and, where possible, make the amendment review processes more efficient. After the rulemaking hearing, the Council may decide to extend the comment period, schedule a second rulemaking hearing, or postpone consideration of comments received to a future EFSC meeting. Alternatively, after the rulemaking hearing, the Council may decide to consider comments received, consider the proposed rules, and potentially take action to approve the proposed rules.

Break/Lunch

I. Fish and Wildlife Habitat (Sage Grouse) Rulemaking (Action Item) – Jason Sierman, Rulemaking Coordinator. The Council will consider its proposed rules, consider all comments received on the record of the rulemaking hearing, and potentially take action to approve the proposed rules.

J. Public Comment – This time is reserved for the public to address the Council regarding any item within the Council's jurisdiction that is not otherwise closed for comment.

Adjourn



Barry Beyeler, Chair ■ Renee Dowlin, Vice Chair ■ Hanley Jenkins II ■ Trey Senn ■ Marcy Grail ■ Betty Roppe ■ Jack Billings

Future Energy Facility Siting Council Meetings: March. Location: TBD

To participate by teleconference please call toll-free: 1-877-873-8017 and enter participant code 799345

To register for the meeting's webinar:

February 23, 2017: <https://global.gotomeeting.com/join/557399581>

February 24, 2017: <http://global.gotomeeting.com/join/575294701>

Please Note: The webinar is video only. You will still need to call the teleconference number above for audio.

Meeting Materials associated with agenda items will be available at <http://www.oregon.gov/energy/Siting/Pages/Council-Meetings.aspx>

Requests to the Council to Address an Issue

The public may ask the Council formally to address relevant issues within the Council's jurisdiction at future meetings. Be sure to include information about why the issue should be on the agenda. Your request must be in writing and received at least 14 days before the Council meeting.

To ask the Council to address an issue call or write:

EFSC Secretary

Toll-Free (in Oregon): 1-800-221-8035

Energy Siting Division

Phone: 503-378-8328

Oregon Department of Energy

[http://www.oregon.gov/energy/facilities-](http://www.oregon.gov/energy/facilities-safety/facilities/Pages/default.aspx)

[safety/facilities/Pages/default.aspx](http://www.oregon.gov/energy/facilities-safety/facilities/Pages/default.aspx)

550 Capitol St. NE

Salem, OR 97301-3737

Americans with Disabilities Act

The Oregon Department of Energy will make reasonable accommodations upon request. Please contact us at least 72 hours before the meeting. Call Esther Kooistra at 503-378-3895; Fax 503-373-7806, or toll-free in Oregon 1-800-221-8035. TTY users should call the Oregon Relay Service at 711.

Roberta Lutcher

From: Oregon Department of Transportation <odot@service.govdelivery.com>
Sent: Friday, February 17, 2017 6:44 AM
To: Roberta Lutcher
Subject: Area Commissions on Transportation, ODOT host public meetings Feb. 27

Having trouble viewing this email? [View it as a Web page.](#)

Oregon Department of Transportation

Date: Feb. 16, 2017

NR number: 17021615 For more
information: Tom Strandberg - (541) 963-1330

Area Commissions on Transportation, ODOT host public meetings Feb. 27

The North East and South East Area Commissions on Transportation (NEACT and SEACT), along with the Oregon Department of Transportation will host public meetings in eight eastern Oregon communities (listed below) on the evening of February 27 to discuss proposed transportation projects. The meetings will start at 6 p.m., Pacific Time, (7 p.m., Mountain Time for Ontario site). The meetings are being held to provide information to the public and collect comments on the Draft 2018-2021 Statewide Transportation Improvement Program, also known as the STIP. All interested parties are encouraged to attend at one of these meeting sites, or connect to the meeting remotely with your computer, tablet or smart phone via [Zoom.com](#) (see connection details below).

The STIP comprises a list of transportation projects proposed for funding during the 2018-2021 four-year construction cycle. Over eighty projects are proposed for the eastern Oregon area. The four-year STIP, updated every two years, is developed through the coordinated efforts of ODOT, Area Commissions on Transportation (ACTs), federal and local governments, tribal governments and the public.

“These meetings provide an excellent opportunity for people to learn more about transportation projects proposed for eastern Oregon,” said Grant County Commissioner and SEACT Co-Chair Boyd Britton.

Each meeting will be linked via Eastern Oregon University’s videoconference system Zoom.com. Those attending will have the opportunity to participate with all other sites. Comments and public testimony given during the evening will be documented and presented to the Oregon Transportation Commission for consideration, prior to finalization of the 2018-2021 STIP.

If you can’t make it to one of the meeting sites, you can connect to the presentation remotely on February 27 using your computer, tablet or smart phone Type <https://zoom.us/join> in your internet browser, enter meeting ID: **175-119-566** and password: **odotstip** . This Zoom connection information, along project listing, map, and more information about the STIP are posted on the ODOT website at www.tinyurl.com/odot-region5 .

Interested parties can also contact ODOT Public Information Officer Tom Strandberg at 541-963-1330 (email: thomas.m.strandberg@odot.state.or.us) for more information or to request alternative formats for the public meeting (language translations, etc.). Meetings sites are accessible to persons with disabilities per ADA requirements.

Meeting locations (eight participating video conference sites)

Burns - Harney County Courthouse, basement meeting room, 450 N. Buena Vista

John Day – Oregon Telephone Co., conference room, 155 W Main Street

Baker City - Public Library, 2400 Resort Street, Baker City, OR

Pendleton - Blue Mountain Comm. College, Emigrant Hall, room 128, 2411 NW Carden Ave.

La Grande - Eastern - Oregon University, Inlow Hall, room 013, One University Blvd.

Boardman - Blue Mountain Comm. College, 300 NE Front Street

Enterprise - Wallowa County ESD, 107 SW 1st, room #105

Ontario - OR Dept. of Transportation Office, 1390 SE 1st Ave. (7:00 p.m. Mtn. Time – Ontario site)

ODOT

 SHARE

For updated information on highway work and current travel information throughout Oregon, visit www.tripcheck.com or call the toll-free Oregon road report at 511 or (800) 977-6368.
Visit the ODOT News Media Center at www.oregon.gov/ODOT/COMM/.

Update your subscriptions, modify your password or e-mail address, or stop subscriptions at any time on your [Subscriber Preferences Page](#). You will need to use your email address to log in. If you have questions or problems with the subscription service, please visit subscriberhelp.govdelivery.com.

This service is provided to you at no charge by [Oregon Department of Transportation](#).

This email was sent to rlutcher@co.morrow.or.us using GovDelivery, on behalf of: Oregon Department of Transportation · 355 Capitol Street NE · Salem, OR 97301 · 888-275-6368



Hi ACT members and friends,

ODOT, SEACT and NEACT will be hosting public outreach meetings for the 2018-2021 Statewide Transportation Improvement Program (STIP) on February 27, from 6-8 pm Pacific Time (7-9 pm Mountain Time for Ontario site). The videoconference meeting will connect eight communities: John Day, Burns, Ontario, Baker City, Enterprise, Pendleton, Boardman and La Grande (one city in each eastern Oregon county), plus have an internet connection option through Zoom for people to connect remotely.

Attached is the meeting flyer that will be posted in eastern Oregon newspapers. If any of you are willing and able to print this (color if possible) and post in your local city hall, library, post office, etc., that would help get the message out, and be much appreciated.

Specific ACT members are being asked to co-host these meetings with ODOT staff. **“Thank you”** to those who are helping with this. We also hope as many of you as possible will attend, or connect to the February 27 meeting remotely via the Zoom internet connection. Connection details are in attached flyer.

Also attached is a basic agenda for the meeting. A more detailed meeting outline will be provided next week to those folks who will be hosting the meetings.

The STIP project listings for Region 5 along with other related meeting information will be posted on the ODOT [Region 5 website](#).

If you have any questions about this meeting please contact me.

Regards,

Tom Strandberg

ODOT Region 5 Public Information Officer (PIO)

3012 Island Ave.

La Grande, OR 97850

541-963-1330 (office)

541-962-6261 (cell)

Thomas.m.strandberg@odot.state.or.us



Oregon Department of Transportation

STIP PUBLIC MEETING

FEBRUARY 27

LEARN ABOUT FUTURE TRANSPORTATION PROJECTS
PLANNED FOR EASTERN OREGON

IT'S AS
EASY AS **1-2-3**

The Oregon Department of Transportation invites you to attend a Public Video Conference Meeting regarding the Draft 2018-2021 Statewide Transportation Improvement Program (STIP). The 2018-2021 STIP identifies major Oregon transportation projects proposed for construction between 2018 and 2021. Meeting participants will hear information on how projects are selected for funding and review projects identified for the eastern Oregon region. Interested parties are encouraged to attend this meeting at a site in your area, or connect on-line with your computer, tablet or smart phone (see below for web connection details).

Date/Time: Feb. 27, 2017 • 6-8 p.m. Pacific Time

(Ontario site: 7-9 p.m. Mountain Time)

Meeting Locations: Eight eastern Oregon sites listed below

1

Attend at one of these eight meeting sites Feb. 27, 6-8 p.m.

Burns - Harney County Courthouse
Basement Mtg. Room, 450 N. Buena Vista

La Grande - Eastern - Oregon University
Inlow Hall, Room 013, One University Blvd.

John Day - Oregon Telephone Conf. Room,
155 W Main Street

Boardman - Blue Mountain Comm. College
300 NE Front Street

Baker City - Public Library
2400 Resort Street, Baker City, OR

Enterprise - Wallowa County ESD
107 SW 1st Room #105

Pendleton - Blue Mountain Comm. College
Emigrant Hall Rm. 128, 2411 NW Carden Ave.

Ontario - OR Dept. of Transportation Office
1390 SE 1st Ave. (7:00 p.m. Mtn. Time - Ontario site)

2

Or, connect remotely to the Feb. 27 meeting via computer, tablet or smart phone.

*If you can't make it to one of the above meeting sites, you can connect to the meeting on-line at Zoom.com. Type <https://zoom.us/join> in your internet browser, enter Meeting ID: **175-119-566** and password: **odotstip**. This Zoom connection information is also posted on the ODOT Region 5 web (see below)*

3

Busy Feb. 27? View the STIP information anytime at www.tinyurl.com/odot-region5.

There you will find project listings, maps, comment forms and other information about Oregon's Statewide Transportation Improvement Program.

Have questions about the meeting, Zoom connection or ODOT website, call ODOT Public Information Officer Tom Strandberg at 541-963-1330 (email: thomas.m.strandberg@odot.state.or.us). This meeting is open to the public and accommodations will be provided to persons with disabilities. To request an accessibility accommodation, please call 541-963-1330 or statewide relay 711 at least 48 hours in advance. Meetings sites are accessible to persons with disabilities per ADA requirements.



We hope to see you Feb. 27

**DRAFT 2018-2021 STIP
VIDEOCONFERENCE PUBLIC HEARING
AGENDA**

Videoconference Date: Feb. 27, 2017

Time: 6:00 p.m. – 8:00 p.m. Pacific Time

Videoconference Sites:

- John Day
- Burns
- Ontario (7:00 p.m. – 9:00 p.m. Mountain Time, Ontario only)
- Baker City
- Enterprise
- Pendleton
- Boardman
- La Grande

6:00 p.m. – 6:35 p.m.

- **INTRODUCTIONS**
- **ACT OVERVIEW**
- **SITE INTRODUCTIONS**
 - Introductions will begin in John Day and then proceed to Burns, Ontario, Baker City, Enterprise, Pendleton, Boardman and ending in La Grande.
 - ACT hosts at each site will coordinate introductions.

6:35 – 7:00

- **STIP OVERVIEW - ODOT Region Manager Craig Sipp – La Grande site**
 - PowerPoint presentation regarding STIP overview, funding and program categories.

7:00 – 7:55

- **REGION 5 2018-2021 DRAFT STIP PROJECT LISTING AND PUBLIC COMMENT**
 - PROJECT LISTING – All sites. Project listings will begin with John Day, then proceed to each of the other cities in turn (same sequence as introductions).
 - ACT host and ODOT co-host will identify each project from the STIP listing for that county, along with any multi-county projects that fall within their county area.
 - PUBLIC COMMENT - After projects are identified for their county, the ACT host will ask for comments and coordinate so everyone has an opportunity to talk. Written comments can also be submitted at each site.
 - ODOT host will note and collect comments, then return them to La Grande for inclusion in final STIP document.
 - After comments are made and noted, ACT host will ask the next county to identify their projects and collect public comments.
 - During project review at La Grande site, Craig will also describe the Multiple County Projects that have funding allocated, but may not have a specific project / location identified yet (Region 5 culvert projects; material source development; dist. chip seals; etc.).

7:55 – 8:00

CLOSING STATEMENTS

NOTE: Draft 2018-2021 STIP related documents available at meeting sites are also posted on the ODOT Region 5 website at www.tinyurl.com/odot-region5.



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

AGENDA

Morrow County Planning Commission
Tuesday, February 28, 2017, 6:30 pm
Port of Morrow Riverfront Center
Boardman, Oregon

Members of Commission

Jeff Wenholz, Chair
Clint Carlson
Wayne Seitz

Mifflin Devin
Kathy Neal
Greg Sweek

Ken Bailey
Sue Oliver
Rod Taylor

Members of Staff

Carla McLane, Planning Director
Stephen Wrecsics, GIS Planning Tech

Stephanie Loving, Planner I
Justin Nelson, County Counsel

1. Call to Order
2. Roll Call
3. Pledge of Allegiance: "I pledge allegiance to the flag of the United States of America and to the republic for which it stands: one nation under God, indivisible with liberty and justice for all."
4. Minutes: January 24, 2017
5. Public Hearings to begin at 6:30 pm (COMMISSION ACTION REQUIRED):

Land Partition LP-N-455 and Replat R-N-044-16: Mario Pacheco Mendoza, applicant and owner. The property is described as tax lot 1800 of Assessor's Map 4N 25 14. The property is zoned Farm Residential and located south of Wilson Lane at the Rippee Road intersection. Request is to partition a 20.17-acre parcel to create three parcels. Criteria for approval includes the MCSO Article 5 Land Partitioning. This is the third of at least three public hearings.

Variance V-N-030-17: Veronica Sanchez Mendoza, applicant and owner. The property is described as Tax Lot 2900 of Assessor's Map 4N 25 20A. The property is located in the West Glen Subdivision inside the Boardman Urban Growth Boundary and is zoned Suburban Residential. Request is to site a double wide manufactured home older than 10 years. Criteria for approval include Morrow County Zoning Ordinance Article 7 Variances.

6. Public Comment
7. Farm and Forest Model Code Work Session

8. Other Business:
 - Comprehensive Plan Update Next Steps
 - Planning Director Update

9. Adjourn

Next Meeting

March 28, 2017 at 7:00 p.m.
Bartholomew Building
Heppner, Oregon



PLANNING DEPARTMENT

P. O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

February 15, 2017

Sarah Esterson, Siting Officer
Oregon Department of Energy
550 Capitol Street NE 1st Floor
Salem, Oregon 97301

RE: Carty Generating Station Request for Amendment #1 Comment Letter
Exhibit K Land Use; Exhibit P Fish and Wildlife Habitat; Exhibit U Public Services; Exhibit V
Solid Waste and Wastewater

Dear Ms. Esterson:

First and foremost Morrow County wants to be clear that the Board of Commissioners support the development by Portland General Electric of this energy production hub. Currently in place are the Boardman Coal-fired power plant and the Carty Generating Station Unit 1, both providing jobs and infrastructure to Morrow County. The construction of Unit 2, along with proposed Unit 3 and the Carty Solar Farm will continue to grow and enhance energy production in Morrow County. These developments bring jobs to Eastern Oregon and reasonably priced electricity to the Portland metropolitan area and parts of the Willamette Valley. This should be perceived as a win for all.

The specific purpose of this letter is to provide focused comments on various Exhibits included in the Request for Amendment and will provide comment to and local interpretation of the Oregon Department of Energy (ODOE) Siting Council Standards, local applicable Ordinances and local interpretation and application of both. Most importantly our comments will include Conditions of Approval that we would request be included in the final Proposed Order and Amended Site Certificate.

Exhibit K Land Use:

Over the past several years Morrow County has adopted a number of changes to our Comprehensive Plan. Of note would be changes to the Morrow County Comprehensive Plan Economic Element with a reordering, refocusing and update to the Goals and Policies, and the Natural Hazards Element with Goals becoming aligned with the County's Natural Hazards Mitigation Plan. Both of these Comprehensive Plan Elements should be reviewed as part of this application for consistency, particularly where the applicant is requesting an exception to Goal 3.

Morrow County also requests that the applicant supplement their Request for Amendment with an analysis of the Carty Solar Farm against Morrow County Zoning Ordinance Article 6 Conditional Uses Section 6.030 General Conditions and other applicable provisions in both Article 6 and Article 3 Section 3.010 Exclusive Farm Use. Morrow County reserves the right to request appropriate Conditions of Approval concerned with Land Use during the review of the Proposed Order.

Exhibit P Fish and Wildlife Habitat:

In late 2014 Morrow County adopted an update to our Code Enforcement Ordinance and incorporated provisions concerned with weeds, specifically Section 9 Weed Control (see enclosed provisions). Based on these local provisions Morrow County would request that the Conditions of

Oregon Department of Energy
Carty Generating Station
Request for Amendment #1
Page 1

Approval found in the amended Site Certificate under 9.0 Protection of Soil require compliance with the Morrow County Code Enforcement Ordinance Section 9 Weed Control and require consultation with the Morrow County Weed Inspector. Morrow County would also like to request that the Morrow County Weed Inspector be a reviewer of the applicant's Revegetation and Noxious Weed Control Plan.

Exhibit U Public Services:

If a local application were submitted for Unit 3 and the Carty Solar Farm, Morrow County would be applying local standards. Based on the increase in construction traffic and impacts from overweight loads a Traffic Impact Analysis (TIA) would be triggered. Traffic has increased along Tower Road and Kunze Lane with daily traffic counts nearly doubled since 2009 with current daily counts approaching 2,000 with recent averages at and above 1,900. Morrow County requests that a new TIA be completed. Morrow County reserves the right to request appropriate Conditions of Approval related to traffic and traffic impacts during the review of the Proposed Order.

Exhibit V Solid Waste and Wastewater:

The Morrow County Solid Waste Ordinance, adopted in 2006, should have been applicable to the first Application for Site Certificate. Morrow County would request that the applicant address certain components of the Solid Waste Ordinance (portions of the Ordinance are included at the end of this letter) with particular focus on assuring that recyclables be disposed of in such a way to benefit the Morrow County waste shed through reporting as well as comply with requirements that solid waste be transported either by a franchised hauler or by complying with self-haul requirements. To ensure these requests are met Morrow County requests the following Conditions of Approval assuring the applicants willingness to support Morrow County waste shed reporting and goals as part of the Draft Proposed Order particular to Generation of Solid Waste and Wastewater:

- The applicant shall report either through a solid waste handler, or directly, solid waste redirected to an approved recycling facility to benefit the Morrow County waste shed.
- The applicant use either a Morrow County franchised hauler for solid waste disposal or comply with self haul requirements.

Thank you for the opportunity to comment on the Carty Generating Station Request for Amendment 1. Should you have any questions about these comments please contact me at 541-922-4624 or by email at cmclane@co.morrow.or.us.

Cordially,



Carla McLane
Planning Director

cc: Morrow County Board of Commissioners
Burke O'Brien, Public Works Director
Dave Pranger, Weed Supervisor

Attachments:

- Morrow County Code Enforcement Ordinance Section 9 Weed Control
- Morrow County Solid Waste Ordinance Section 3.000. Purpose and Policy and Section 5.000. Public Responsibilities

Section 9. Weed Control

9.100 Establishment of a Weed Control District

Morrow County is hereby declared a Weed Control District. The Morrow Soil and Water Conservation District shall act as the Weed Advisory Board. The Morrow County Weed Manager shall be the weed inspector and will provide for administration and enforcement of a weed control program as outlined in Oregon Statute.

9.200 Weeds Considered Noxious or of Economic Importance

- A. A weed is a noxious weed if it:
1. Is recognized by the County Court as an imminent and continuous threat to natural resources, watershed health, livestock, wildlife, land, and agricultural products.
 2. Has the potential for widespread infestation.
 3. Is not native to the State of Oregon
- B. The weed inspector shall administer and enforce management and control of noxious weeds and weeds of economic importance, when feasible, with control practices selected and applied to achieve desired weed management objectives in a manner that minimizes risks to human health, non-target organisms, native fish and wildlife, watersheds, and the environment.

9.300 Property Owner Responsibility

- A. Each person, firm, or corporation owning or occupying land within the district shall destroy or prevent the spread or seeding of any noxious weed by the use of the best means at hand and within a time deemed reasonable, except that no weed declared noxious shall be permitted to produce seed.
- B. Any owner or occupant of land identified as have Noxious Weeds (Appendix A) on their property shall submit a Weed Management Plan for their property within 45 days of notification of the existence of such weeds. The Weed Management Plan shall comply with requirements as established by the Morrow County Weed Advisory Board. A Weed Management Plan shall include, but not be limited to, the follow elements:
1. A location map or aerial photo which illustrates:
 - a. the locations of the Noxious Weeds; and
 - b. The land features such as roads, creeks, houses, etc.
 2. Identification of the weeks targeted for control.
 3. The short-term (1 to 3 years) control plan, which shall specify:
 - a. The spray program, including:
 - the type of chemical and rate
 - the timing and frequency of application
 - the follow up and survey plans
 - the date of completion
 - b. The mechanical control plan.
 4. The long-term (3-5 years) control plan, which shall address:
 - a. The designs for increased range health, including:
 - proper grazing
 - range seeding
 - rest
 - pasture rotation
 - b. Follow up spray program.

5. The method and timing intervals of reports on the status of the plan.
- C. Persons operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other machinery shall thoroughly clean it before moving it over any public road or from one farm to another. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which it was grown.
- 9.400 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures.
- A. The weed inspector shall have access to the land within the district.
- B. When provisions of Oregon Statute are not being complied with, the weed inspector or code enforcement officer shall serve a written notice to the owner or occupant of the land. When the weed inspector or code enforcement officer is unable to serve the notice personally, the notice shall be posted and two (2) copies thereof in three (3) conspicuous places on the land. The notice shall contain:
- a. The date of service or posting of notice.
 - b. The name of the weed or weeds growing on the land, and a statement setting forth that the weeds must be destroyed or must be prevented from producing seed within a specified time of not less than two (2) days or more than 20 days, to be established by the inspector, from the date of service of the notice.
- C. The service of notice as provided in subsection (B) of this section imposes a requirement on the owner or occupant of the land to destroy or prevent the weeds from seeding or spreading during the continuation of ownership or occupancy of the land or until the district is dissolved. A copy of the notice, together with proof of service indorsed thereon, shall be filed with the county court.
- D. Notwithstanding subsection (B) of this section, with permission of the owner or occupant of land, employees of the State Department of Agriculture, or of designated weed control districts, may enter the land to identify noxious weeds and to implement or provide for the implementation of integrated noxious weed control measures, including but not limited to the application of pesticides to the land. The control or eradication of noxious weeds may be conducted with or without charge to the owner or occupant of the land. A notice as described in subsection (B) of this section is not required for the conduct of activities described in this subsection.
- 9.500 Procedure for County Disposition of Weeds.
- A. Steps leading to eradication and control of noxious weeds in the county are necessary and the weed control officer shall cooperate with individual landowners in the control and eradication of noxious weed pests.
- B. The weed inspector shall destroy or prevent the spread or seeding of any noxious weed on any land owned by the county or constituted as the right of way for any highway, county road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.

- C. If the owner or occupant of the land fails or refuses to immediately destroy or cut the noxious weeds, the weed inspector shall at once notify the County Court, who will take enforcement steps.
1. The county shall authorize the weed inspector to go upon the land or premises and destroy the noxious weeds or control them in such a manner as will destroy all seeds using the most effective and practical method in the judgement of the inspector and with the least injury to the land or crops.
 2. If the weeds are too far advanced for local control procedures the inspector shall notify the County Court which shall request the State Department of Agriculture to immediately quarantine any uncontrolled noxious weed infested farm within the county to prevent the movement of infested crops or livestock and to prevent the spread of the weeds.

9.600 Penalties, Fees and Costs.

- A. Upon completion of work the person so appointed and authorized by the county court shall file an itemized statement of expenses necessarily incurred including wages. A lien shall be docketed upon the lands or premises for the cost of expenses. If the charges and expenses are not paid and the lien discharged by the owner or occupant of such land within 90 days the county may recover the expenses in an action at law.
- B. In addition to other remedies provided by this Ordinance, violation may result in a fine assessed in accordance with Oregon Statute and may incur civil penalties.

Appendix A
 NOXIOUS WEEDS
 Rush Skeletonweed
 Yellow Starthistle
 Tansy Ragwort
 Dalmation & Yellow Toadflax
 Mediterranean Sage
 Leafy Spurge
 Spikeweed
 Musk Thistle
 Scotch Thistle
 Purple Loosestrife
 Common Crupina
 Whitetop
 Houndstongue

Appendix B
 WEEDS OF ECONOMIC IMPORTANCE
 Poison Hemlock
 Canada Thistle
 Jointed Goatgrass
 St. Johnswort
 Perennial Sowthistle
 Field Bindweed
 Cereal Rye
 Johnsongrass
 Knapweeds-Russian, Diffuse, Spotted
 Field Dodder
 Water Hemlock
 Medusahead Rye
 Puncturevine
 Kochia
 Perennial Pepperweed
 Myrtle Spurge
 Ventenata

SECTION 3.000. PURPOSE AND POLICY

To protect the health, safety and welfare of the people of Morrow County, hereafter referred to as the County, and to meet the goals of the Solid Waste Management Plan, it is declared to be the policy of the County to regulate solid waste management by:

1. Following the priorities on managing solid waste provided in Oregon Revised Statute (ORS) 459.015(2);
2. Providing for the safe and sanitary accumulation, storage, collection, transportation and disposal of solid waste;
3. Providing the opportunity to recycle as part of the overall solid waste plan;
4. Providing for public input in solid waste management and recycling through the Solid Waste Advisory Committee; and
5. Prohibiting accumulation of waste or solid waste on private property in such manner as to create a public nuisance, a hazard to health or a condition of unsightliness, and to provide for the abatement of such conditions where found.

SECTION 5.000. PUBLIC RESPONSIBILITIES

Public responsibility requires the citizens of Morrow County comply with items two and five of Section 3.000 Purpose and Policy of this Ordinance.

5.010. Transportation of Solid Waste

No person shall transport or self-haul, as defined in the Solid Waste Management Plan, solid waste on a public road unless such waste or solid waste is covered and secured. "Covered and Secured" includes:

1. Loads which are totally contained within an enclosed vehicle or container;
2. Loads of solid waste contained in garbage cans with tightly fitting lids, tied plastic solid waste disposal bags or similar totally enclosed individual containers that are completely contained within the walls of a vehicle or container, such that no solid waste can reasonably be expected to escape during hauling;
3. Loads of brush, building materials and similar bulky materials which are secured in or on the hauling vehicle or completely contained within the walls of a vehicle or container, such that none can reasonably be expected to escape during hauling; or
4. Loads consisting entirely of rock, concrete, asphalt paving, stumps and similar materials that are completely contained within the walls of a vehicle or container, such that none can reasonably be expected to escape during hauling.

5.020. Accumulation, Littering and Disturbance of Solid Waste Prohibited

No person shall accumulate or store wastes in violation of the Morrow County Nuisance Ordinance or in violation of regulations of the Oregon Littering Provisions (ORS 164.775 - 805).

No unauthorized person shall remove the lid from any solid waste container or collect, disturb or scatter solid waste stored in the container or deposit solid waste into the container.

5.030. Responsibility for Proper Disposal of Hazardous Waste

The owner, operator, or occupant of any premise, business, establishment, or industry shall be responsible for the satisfactory and legal disposal of all hazardous solid waste generated or accumulated by them on the property. All hazardous solid wastes shall be disposed of at an appropriate solid waste disposal site licensed to receive such waste, or in a

manner consistent with Department of Environmental Quality regulations. It shall be unlawful for any person to dump, deposit, bury, or allow the dumping, depositing or burying of any hazardous solid waste onto or under the surface of the ground or into the waters of the state, except at a State permitted solid or hazardous waste disposal site.

5.032. Responsibility for Proper Disposal of Solid Waste

It is the responsibility of the occupant or owner of real property in Morrow County to use satisfactory and legal disposal methods to dispose of their household generated solid wastes as defined in the Solid Waste Management Plan.

5.040. Open Burning

Woody debris, brush, leaves, grass, tumbleweeds, wood and cuttings from trees, lawns, shrubs and gardens (excepting paper, cardboard, or wood containers in commercial quantities) may be burned on private property only if the method of burning is approved by the local fire department and is done in accordance with the rules and regulations of the Oregon Department of Environmental Quality. Agricultural open burning is allowed pursuant to Oregon air pollution laws (ORS 468A.020) and the requirements and prohibitions of local jurisdictions and the State Fire Marshal.

Open burning of any waste materials, including on agricultural lands, that normally emit dense smoke, noxious odors, or that create a public nuisance is prohibited. These materials include, but are not limited to, household garbage, plastics, wire, insulation, auto bodies, asphalt, waste petroleum products, rubber products, animal remains, and animal or vegetable wastes resulting from the handling, preparation, cooking, or service of food.

AGENDA
MORROW COUNTY BOARD OF COMMISSIONERS
AND BUDGET COMMITTEE
WORK SESSION
Wednesday, February 22, 2017 at 1:30 PM
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, OR

- 1. Call to order**
- 2. Introductions**
- 3. Status of the FY 2017/2018 Budget Process**
- 4. General Financial Position Overview and Revenue Forecast**
- 5. Long Range Planning Discussion**
- 6. Grant Process Discussion**
- 7. Tentative Timetable for the Budget Process**
- 8. Discussion**
- 9. Other**

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

The Board of Commissioners are members of the Budget Committee. This work session is being noticed as a joint work session of the Board of Commissioners and Budget Committee so that the Board can act, if desired, in their capacity as the governing body.

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. If you have any questions about items listed on the agenda, please contact Jerry Sorte, Administrative Officer at (541) 676-2529.