

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, February 28, 2018 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
AMENDED

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City and Citizen Comments** – This is the time provided for individuals wishing to address the Board regarding issues that are not already on the agenda.
- 3. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 4. Consent Calendar**
 - a. Approve Claims: Accounts Payable dated February 28th;
 - b. Airport Asphalt Contract
- 5. Business Items**
 - a. Order for Treasurer to pay lien (Mike Gorman, Assessor/Tax Collector)
 - b. Rock Quarry Agreement with Arcus LLC (Matt Scrivner, Public Works Director)
 - c. Surplus Vehicles (John Bowles, Undersheriff)
 - d. Resolution R-2018-5 General Fund Loan to Airport Fund (Kate Knop, Finance Director)
 - e. Resolution R-2018-6 General Fund and Parks Fund Increases in Budget Appropriations (Kate Knop, Finance Director)
 - f. Extend Commercial Lease Agreement with CCS (Darrell Green, Administrator)
- 6. Department Reports**
 - a. Road Department Monthly Report (Matt Scrivner, Public Works Director)
 - b. Sheriff's Office Monthly Report (Melissa Ross, Administrative Lieutenant)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Signing of documents**
- 10. Recess**
- 11. 10:30 a.m. Work Session** – Public Works building options in Boardman
- 12. Reconvene**
- 13. 1:30 p.m. Public Hearing**

Wheatridge Wind Energy Strategic Investment Program (SIP) Agreement Community Service Fee
- 14. Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are

closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.



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

Item #
 46

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

Staff Contact: Sandi Putman Phone Number (Ext): 541-989-9500
 Department: Morrow County Public Works - Airport Requested Agenda Date: 02/28/2018
 Short Title of Agenda Item: **Airport Asphalt bids sign contract with Pioneer**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: **February 14, 2018** Through: **June 30, 2018**
 Total Contract Amount: Budget Line: **205250-540-4309**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

	<u>2-21-18</u> DATE	Department Head	Required for all BOC meetings
	<u>2/22/18</u> DATE	Admin. Officer/BOC Office	Required for all BOC meetings
SEE ATTACHED	_____ DATE	County Counsel	*Required for all legal documents
	<u>2/21/18</u> DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____ DATE	Human Resources	*If appropriate

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

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

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Bids went out July 2017 to request paving the apron area, two bids were received careful review by our contracted Centurywest engineering to make sure everything that was requested was completed.

Explanation on the process was presented at Feb. 7, 2018 BOC regular meeting.

2. FISCAL IMPACT:

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

Motion to approve the Contract between Pioneer Asphalt, Inc and Morrow County for asphalt lay down on the apron project at the Lexington Airport.

Attach additional background documentation as needed.

Sandra Pointer

From: Richard Tovey
Sent: Tuesday, February 13, 2018 8:28 AM
To: Sandra Pointer
Subject: asphalt construction contract airport
Attachments: Asphalt Construction Agreement.docx

Sandi-

I see that the contract for the asphalt construction contract is on the agenda for tomorrow. I realized that I never got a contract back to you. I made some modifications to the template that you set up and I have attached that for your review. The contract lists a number of items as contract documents, are those all items that we have or plan to attach to the contract?

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

AGREEMENT

THIS AGREEMENT, made this 28th day of February 28, 2018, by and between Morrow County, hereinafter called "OWNER" and PIONEER ASPHALT INC., dba PIONEER CONSTRUCTION INC. Doing business as (an individual,) or (a partnership, or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Lexington Airport Apron Construction and Reconfiguration**.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the same within **60** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$199,156.25 or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A Invitation to Bid
 - B Instruction to Bidders
 - C FAA Required Provisions
 - D Special Provisions
 - E BOLI Wage Rates

F	Davis Bacon Wage Rates
G	Proposal (Including Appendix)
H	Bid Bond
I	Agreement
J	Statutory Public Works Bond
K	Payment Bond
L	Performance Bond
M	Contract Conditions and General Provisions
N	Supplementary Conditions
O	Notice to Award
P	Notice to Proceed
Q	Change Orders
R	DRAWINGS – 12 Sheets prepared by Century West Engineering numbered G-1 through G-5 and C-1 through C-7.
S	SPECIFICATIONS – Prepared or issued by Century West Engineering dated June 2017.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 2 copies each of which shall be deemed an original on the date first above written.

CONTRACTOR

By: Jayne L. Clarke Title: President Date: 2-14-18
Jayne L. Clarke

OWNER
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

ATTEST:

County Clerk

Don Russell, Chair

Jim Doherty, Commissioner

Approved as to form:
County Counsel

Melissa Lindsay, Commissioner



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

(For BOC Use)
Item #

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

Staff Contact: Carla McLane
Department: Planning
Short Title of Agenda Item:

Phone Number (Ext): 541-922-4624 or 5505
Requested Agenda Date: February 28, 2018

ACOE Mid-Columbia River Regional Master Plan and Associated
Environmental Assessment - Request for Cooperating Agency Status

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Carla McLane 02272018 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Council *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Discussed previously at the February 14, 2018, BOC meeting. Consensus was to request Cooperating Agency status. The attached letter, provided to the BOC last Thursday, accomplishes this request and incorporates the suggested change from Commissioner Doherty.

2. FISCAL IMPACT:

If granted Cooperating Agency status there will be a fiscal impact as there is no cost reimbursement with federal projects. Any time spent on this project by county staff will not be reimbursed by the ACOE, but will be a cost to the county. It is unclear how much that could be over the course of this project.

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

To approve and sign the letter.

"I move to approve the letter and have the Board sign"

Attach additional background documentation as needed.



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

Board of Commissioners

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

February 28, 2018

U.S. Army Corps of Engineers
Attn: CENWP-PM-F/Gail Saldana
Post Office Box 2946
Portland, Oregon 97208-2946

RE: Mid-Columbia River Regional Master Plan and Associated Environmental Assessment

Dear Ms. Saldana:

Morrow County appreciates receiving Notice and the ability to attend the Public Open Houses that were held in Morrow County on February 8 and 13, 2018. Morrow County Commissioners and Planning Department staff attended those and appreciated the ability to interact informally with both Army Corp of Engineers (ACOE) staff and members of the consultant team working on your Mid-Columbia River Regional Master Plan (Plan). A member of the Planning Department also attended the Charrette held on February 14 at Bonneville Dam. Morrow County wants to stay engaged in this process and has identified Carla McLane, County Planning Director, as the primary contact for Morrow County.

The primary purpose of this letter is to request that Morrow County be granted Cooperating Agency status for the necessary work to complete an Environmental Assessment (EA) for the proposed Plan. A member of the Open House staff indicated that Federal regulations only offer Cooperating Agency status to other Federal, and at times some State, agencies. Morrow County has been granted Cooperating Agency status on four Federal actions in the last 12 years (Forest Plan Update, U.S. Forest Service; Boardman to Hemingway transmission line, Bureau of Land Management; Cascade Crossing transmission line, U.S. Forest Service; Carty Lateral gas pipeline, Federal Energy Regulatory Commission), and would appreciate your sincere consideration of the same for the Mid-Columbia River Regional Master Plan and Associated EA. The ACOE staff cited regulation from 40 CFR Parts 1500 – 1508, more specifically 1501.6 and 1508.5. We would like to draw your attention to the definition found in 1508.5, which ends with the following: "A state or local agency of similar qualifications or, when the effects are on a reservation, an Indian tribe, may by agreement with the lead agency become a cooperating agency." Of equal or maybe more importance to understanding this section of the Federal Code can be found in the Council on Environmental Quality publication Forty Most Asked Questions. Of particular interest is question 14a which deals with the **Rights and Responsibilities of Lead and Cooperating Agencies** and clearly outlines that local agencies that have jurisdiction by law or have special expertise on any environmental issue should be granted Cooperating Agency status. The Morrow County Board of Commissioners would put forth that any number of factors should qualify us to participate fully as a Cooperating Agency, including but not limited to, the following: Morrow County is the lead proponent for the Columbia River Heritage Trail proposed significantly on ACOE lands; Morrow County is the lead law enforcement agency in Morrow County and is regularly the first responder on ACOE lands;

Morrow County has land use jurisdiction for much of the land along the Columbia River, excepting that portion within the city limits of Boardman and Irrigon; and Morrow County has proved experience working with Federal EA and Environmental Impact Statement actions. We have an understanding of what it means to take on this role and the impacts it can have.

We look forward to working with you and others on this process. Should you have any questions concerning this letter or our request for Cooperating Agency status, please contact Carla McLane, Planning Director, at: Planning Department, 205 NE Third Street, Post Office Box 40, Irrigon, Oregon, 97844, 541-922-4624, cmclane@co.morrow.or.us.

Thank you for your consideration of this request.

Cordially,

Don Russell
Chair

Jim Doherty
Commissioner

Melissa Lindsay
Commissioner





AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
 Item #
 5a

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

Staff Contact: Mike Gorman/Rich Tovey Phone Number (Ext): 676-5607
 Department: Assessment and Tax/County Counsel Requested Agenda Date: 2/28/18
 Short Title of Agenda Item: **Order for Treasurer to pay Senior Deferral Lien**

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

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Mike Gorman 2/27/18 <i>Mike Gorman</i> DATE	Department Head	Required for all BOC meetings
<i>James A. [Signature]</i> DATE	Admin. Officer/BOC Office	Required for all BOC meetings
See Email approval by R. Tovey 2-22-18 <i>R. Tovey</i> DATE	County Counsel	*Required for all legal documents
<i>Max [Signature]</i> 2/23/18 DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Statute 311.694 (2)

2. FISCAL IMPACT:

As of 2/28/2018 - \$15,788⁶⁶

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

Sign Order

Attach additional background documentation as needed.

years at that rate, and authorize Chair Russell to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.

Commissioner Doherty asked Mr. Green to work with the Public Health Department to coordinate the joint funding of this contract.

Letter of Support for Funding the CARE Program

Darrell Green, Administrator

Mr. Green said Andrea Fletch, Community Health Improvement Partnership of Morrow County, requested a letter of support for the 2018 application for funding from the Eastern Oregon Coordinated Care Organization for continued funding of wraparound services to children and families. He said a few minor changes are needed to the draft before it is ready for signature and a final version will be brought forward to the Consent Calendar in the near future.

Commissioner Doherty moved to provide a letter of support for the Morrow County CARE Program's 2018 application to the Eastern Oregon Coordinated Care Organization for funding for wraparound services to children and families. Commissioner Lindsay seconded. Unanimous approval.

Department Reports

Fair Office Quarterly Report

Ann Jones, Fair Secretary

Ms. Jones reviewed her report and noted the 2018 Morrow County Fair will be held August 13th-19th. In addition, she discussed a fundraising idea being explored for the Wee Bit O'Ireland Celebration in Heppner in March. Fair Board members are pursuing sponsorship dollars to hold a Challenge of Champions Bull Riding Tournament, she said.

Break: 9:58 a.m. **Resumed:** 10:03 a.m.

10:03 a.m. Public Hearing – Reducing Redemption Period for Property

Justin Nelson, County Counsel

Mike Gorman, Assessor/Tax Collector

Mr. Nelson explained the request is to reduce the redemption period in order to allow the County to sell this property and stop the Oregon Property Tax Deferral Program for Senior Citizens costs from continuing to accrue.

He provided the following background information – The property is located at 640 Elder St., Heppner, and owner Sally Marlatt died in 2013. The house has been vacant with no maintenance occurring since that time. Ms. Marlatt participated in the Oregon Property Tax Deferral Program for Senior Citizens beginning in 1994. The lien against the property now exceeds \$15,000, half of which is interest. The Senior Deferral Lien must be paid by the County to the Department of Revenue when the Tax Collector deeds the property to Morrow County. The normal end of redemption date will only allow the lien to grow larger and the house to fall into further

disrepair. Ms. Marlatt's estate was dismissed as insolvent in May 2015. Morrow County Ordinance No. MC-C-1-93 allows for an early redemption period if the Board holds a hearing and makes certain findings in an Order. After being officially notified of Property Alleged to be Subject to Waste or Abandonment, no response was received from the City of Heppner or any other party concerning this property.

Chair Russell asked if anyone wished to speak in support of the request: no response. He called for people to speak in opposition: no response. Chair Russell called for general comments: Greg Sweek, Heppner (former Assessor/Tax Collector)
Mr. Sweek said this process has only been used a few times by the County, the first time being in 1993, which prompted the creation of the Ordinance. He said there is never anyone clamoring to pay the liens against properties like this.

Closed Public Hearing: 10:19 a.m.

Commissioner Doherty moved to approve Order No. OR-2018-1: In the Matter of Reducing Redemption Period for Property Subject to Waste or Abandonment. Commissioner Lindsay seconded. Unanimous approval.

Department Reports, continued

Administrator's Report

Darrell Green, Administrator

Mr. Green reviewed his report of activity during December. He also mentioned the imminent retirement of longtime County employee John McCabe. Mr. McCabe will be retiring from his position as Assistant to the Juvenile Department Director.

County Counsel/District Attorney Office Quarterly Report

Justin Nelson, County Counsel/DA

Mr. Nelson reviewed his written report.

Commissioner Lindsay said she wants to better understand the issues the County and departments face, especially when it comes to policy and budget issues.

The Commissioners went on to discuss the desire to see reports take a form that reflects the issues faced in the County, and the true workload of the departments so budgets can be justified.

Mr. Nelson suggested an afternoon Work Session covering issues and challenges faced by the DA Office and the Sheriff's Office.

Commissioner Reports

- Commissioner Doherty discussed the need to have consistent representation by the County's voting members on the North East Area Commission on Transportation. He reminded the Board that the Port of Morrow's voting member and alternate have not

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

IN THE MATTER OF PAYMENT TO)
DEPARTMENT OF REVENUE FOR)
DEFERRED TAXES AND INTEREST) ORDER NO.: OR-2018-3
NOT COLLECTED ON PROPERTY)
SUBJECT TO WASTE OR)
ABANDONMENT)

WHEREAS, ORS 311.694 (1) requires that at the time that the property is deeded over to the county at the conclusion of the foreclosure proceedings pursuant to ORS 312.200 the county court shall order the county treasurer to pay to the Department of Revenue from the unsegregated tax collections account the amount of deferred taxes and interest which were not collected; and

WHEREAS, ORS 311.694 (2) requires that immediately upon payment, the county treasurer shall notify the tax collector of the amount paid to the department for the property which has been deeded to the county pursuant to ORS 312.200; and

WHEREAS, on January 3, 2018 the Board of Commissioners found that the property owned by Sally Marlatt, tax account #45, tax lot: 2S26E26CC-3300 (640 Elder St., Heppner, Oregon), is subject to waste and abandonment as defined in Morrow County Ordinance No. MC-C-1-93 and ordered the tax collector of Morrow County to deed the property owned by Sally Marlatt, tax account #45, tax lot: 2S26E26CC-3300 (640 Elder St., Heppner, Oregon) to Morrow County after the elapse of thirty (30) days from the date of this Order, unless redeemed within said thirty (30) day period.

WHEREAS, the thirty (30) day redemption period has elapsed with no interested party redeeming the property.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS HEREBY ORDERS:
the Morrow County treasurer to pay to the Department of Revenue from the unsegregated tax collections account the amount of deferred taxes and interest which were not collected; and

IT IS FURTHER ORDERED, that immediately upon payment, the county treasurer shall notify the tax collector of the amount paid to the department for the property which has been deeded to the county pursuant to ORS 312.200.

Dated this _____ day of _____, 2018.

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

ATTEST

County Clerk

Don Russell, Chair

Jim Doherty, Commissioner

APPROVED AS TO FORM

County Counsel

Melissa Lindsay, Commissioner



AGENDA ITEM COVER SHEET
 Morrow County Board of Commissioners
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Item #
 56

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

Staff Contact: Sandi Pointer / Matt Scrivner Phone Number (Ext): 541-989-9500
 Department: Morrow County Public Works - Road Requested Agenda Date: 02/28/2018
 Short Title of Agenda Item: **Rock pit agreement with Arcus LLC**

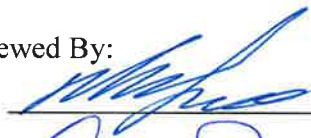
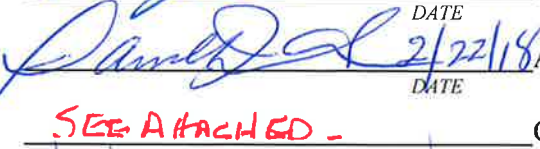

This Item Involves: (Check all that apply for this meeting.)

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

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: **02/28/2018** Through: **02/28/2023**
 Total Contract Amount: **yearly stock pile fee, \$200.00** Budget Line: **202220-520-3815**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____ DATE: 2-20-18	Department Head	Required for all BOC meetings
 _____ DATE: 2/22/18	Admin. Officer/BOC Office	Required for all BOC meetings
SEE ATTACHED - _____ DATE: _____	County Counsel	*Required for all legal documents
 _____ DATE: 2/20/18	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE: _____	Human Resources	*If appropriate

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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This use to be the Britt Pit on Big Buttercreek area, Sid Britt had sold his property along with the Quarry pit to the ARCUS LLC. The County in their 2016/2017 budget cycle had crushed aggregate out of the pit. Used some for upgrades surrounding the area. The County still has a stock pile at this pit and will need to get an agreement in place to do so.

2. FISCAL IMPACT:

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

Move to accept the agreement with Arcus LLC on Big Buttercreek Rd. and for the Board of Commissioners sign the agreement.

Attach additional background documentation as needed.

Sandra Pointer

From: Richard Tovey
Sent: Tuesday, February 13, 2018 8:12 AM
To: Sandra Pointer
Cc: Matt Scrivner
Subject: RE: Arcus LLC Big Buttercreek Pit - Old Britt Pit.doc

Sandi-
That looks good. I have no issues with the form or content.
Thanks-
Rich

Richard S. Tovey
Deputy District Attorney/ County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

From: Sandra Pointer
Sent: Tuesday, February 13, 2018 7:50 AM
To: Richard Tovey <rtovey@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: Arcus LLC Big Buttercreek Pit - Old Britt Pit.doc

Richard,

Would you mind looking this over? This is the rock agreement that we currently been working on and I am sending off to BOC hoping the 28th of Feb. if I get signature back from Arcus. Let me know, so I may send them a notice to sign and notarize.

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-9500 Office
541-989-8352 Fax
spointer@co.morrow.or.us
Road,Airport,Waste Management,Parks and General Maintenance
Visit us on the web www.co.morrow.or.us

AGREEMENT

This agreement made as of the 28 day of February, 2018 by and between Morrow County (County), a political subdivision of the State of Oregon and Arcus LLC a Company (Lessor, Land Owner):

WITNESSETH:

That whereas Lessor is the owner of certain real property located in Morrow County, Oregon, to-wit; E ½ Section 24, Township 1North, Range 27 W.M.;

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

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

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

1. Lessor hereby grants to County the right to use the quarry site located upon the above-described property for the purpose of blasting and extracting rock, and setting up crusher to make gravel there from, and also grants to County the right to use property adjacent thereto for the purpose of stockpiling and storing said gravel; the property used for stockpiling purposes shall be no greater than five acres.
2. The following definition shall apply:
 “Solid yard” of rock means one cubic yard of rock in the unquarried, and unblasted state.
3. The term of this agreement shall be for a period of five (5) year(s) commencing February 28, 2018, and terminating on February 28, 2023 with optional one-year renewals hereof for stockpile purposes only, up to a maximum of ten (10) years from the date hereof.
4. County shall crush the rock extracted at the site and shall pay to Lessor the sum of \$0.25 (twenty-five cents) per solid yard of rock extracted. Lessors shall notify County, in writing, at the commencement of each crushing season whether payment for that year’s production shall be made in cash, in kind, or in a specific combination thereof. In kind values of processed rock to be determined each year.

5. In addition to the fees and charges set forth, County shall pay to Lessor the sum of Two Hundred Dollars (\$200.00) per year for use of the property upon which gravel is stockpiled; the first such payment shall be made within twenty-one (21) days of drilling and blasting, with a like payment being made on or before the first day of January for each and every year thereafter during which gravel is stored upon the property.

6. All payments to be made by County to lessor under the terms of this agreement shall be made in the form of checks, and said checks shall be made payable to "Arcus LLC".

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

8. Lessor hereby reserves the right to utilize the above-described property for grazing purposes. Lessor covenants and agrees to exercise their right in a manner, which does not unreasonably interfere with County's use of the property as provided above. County agrees to effect timely repair of any damage caused by County operations to any fencing surrounding the property or to the gates or gateposts, which are a part hereof. Repairs made within fifteen (15) days of written notification of any condition-requiring repair shall be considered "timely".

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

10. County shall, at its own expense, clean the gravel quarry site and shall remove and dispose of all trash and scrap metal; the site shall not be allowed to become cluttered or unsightly. County shall, at its own expense, take such measures as are necessary to control and prevent the growth of spread of noxious weed on the property as such weeds are defined by County ordinance. Upon the expiration or termination of this agreement, or at such other time as all stockpiled gravel is removed from the storage site as provided herein, County shall clean said storage site and restore it in accordance with the standards required by the Oregon Department of Geology.

11. In the event that County is unable to perform its obligations hereunder by reason of inability to obtain funds through the budgetary process, then this agreement shall be terminated, and shall be of no further force or effect, and shall not be binding upon either party.

12. In the event suit or action is brought to enforce the terms and provisions of this agreement, or any of them, the prevailing party shall be entitled to an award of it's costs and reasonable attorneys fees at trial, or upon any appeal there from.

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

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

ATTEST:

County Clerk

Don Russell, Chair

Jim Doherty, Commissioner

County Counsel

Melissa Lindsay, Commissioner

LESSOR

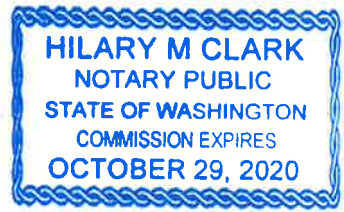
[Handwritten Signature]

STATE OF WA)
County of King)ss.)

Personally appeared before me the 14 day of February 2018, the above-named acknowledged the foregoing to be his voluntary act and deed.

Hilary M. Clark

Notary Public
My Commission Expires: 10/29/2020



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

1. TITLE OF AGENDA ITEM: General Fund Interfund Loan to Airport R-2018-5

2. ISSUES, BACKGROUND, AND DISCUSSION:

The Airport Fund has received a federal grant from the Federal Aviation Administration for apron reconstruction in excess of \$600,000. The grant is cost reimbursement so the funds for the project are not paid up front. The Airport Fund does not have the cash available for a large project, such as the apron reconstruction, and would need a temporary General Fund loan to proceed. The interfund loan request is in the amount of \$250,000 and would be repaid with grant reimbursements, pursuant to ORS 294.468.

3. OPTIONS:

Options available to the Board of Commissioners include:

1. Move to approve Resolution R-2018-5 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

4. FISCAL IMPACT:

The General Fund, will loan the Airport Fund, the amount of \$250,000 for operating purposes until grant reimbursements are made.

SUGGESTED ACTION(S) / MOTION(S): After considerations, the board of Commissioners options include the following:

1. Move to approve Resolution R-2018-5 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

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

In the Matter of General Fund Making a)
Loan to Airport Fund, Pursuant) RESOLUTION NO. R-2018-5
To ORS 294.468.)

WHEREAS, ORS 294.468(1) allowing the governing body of a municipal corporation to loan money from any fund to any other fund of the municipal corporation whenever the loan is authorized by official resolution or ordinance of the governing body.

WHEREAS, ORS 294.468(2)(d) if the interfund loan is an operating loan, provide that the money loaned shall be budgeted and repaid to the fund from which the money was borrowed by the end of the ensuing year or ensuing budget period.

WHEREAS, the Morrow County – General Fund, will loan the Airport Fund, the amount of \$250,000 for operating purposes until grant reimbursements are made.

NOW THEREFORE, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following loan from the Morrow County General Fund to the Airport Fund.

	Increase <u>(Decrease)</u>
<u>General Fund</u>	
Due from Other Funds	\$250,000
<u>Airport Fund</u>	
Due to Other Funds	(\$250,000)

Dated this 28th day of February, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Attest:

Bobbi Childers, County Clerk

Approved as to Form:

Morrow County Counsel

PACKET : 03305 Journal Entry Packet

APPROVED: NO

JE NO#	DESC: Interfund loan to airport	POSTING DATE: 2/28/2018	REVERSING DATE:	
ACCOUNT	ACCOUNT NAME	REFERENCE	DESCRIPTION	AMOUNT
101 100-1-70-7001	DUE FROM OTHER FUNDS		Interfund loan to airport	250,000.00
205 100-2-40-4002	DUE TO OTHER FUNDS		Interfund loan to airport	250,000.00CR
101 100-1-10-1500	GENERAL FC W/TREASURER		Interfund loan to airport	250,000.00CR
205 100-1-10-1500	AIRPORT FC W/TREASURER		Interfund loan to airport	250,000.00
TOTAL CREDITS:	\$ 500,000.00CR			
DEBITS:	\$ 500,000.00			

PACKET : 03305 Journal Entry Packet

APPROVED: NO

*** ACCOUNT TOTALS ***

ACCOUNT	ACCOUNT NAME	DEPARTMENT	AMOUNT
101 100-1-10-1500	GENERAL FC W/TREASURER	N/A	250,000.00CR
101 100-1-70-7001	DUE FROM OTHER FUNDS	N/A	250,000.00
205 100-1-10-1500	AIRPORT FC W/TREASURER	N/A	250,000.00
205 100-2-40-4002	DUE TO OTHER FUNDS	N/A	250,000.00CR

JOURNAL ENTRIES: 1

ENTRIES: 4

O/B JOURNAL ENTRIES: 0

ERRORS: 0

WARNING: 0

TOTAL CREDITS: \$ 500,000.00CR

DEBITS: \$ 500,000.00

** END OF REPORT **



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

Item #
5e

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Kate Knop
Department: Finance
Person Attending: Kate Knop

Phone Number (Ext): 5302
Requested Agenda Date: 2/28/2018

Short Title of Agenda Item: General and Parks Fund Increase in Budget Appropriations R-2018-6

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

- Order or Resolution (checked)
Ordinance/Public Hearing:
1st Reading
2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A

For Contracts and Agreements Only

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line: Various
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel Required for all legal documents
Finance Office Required for all contracts; Other items as appropriate.
Human Resources If appropriate

Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

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

1. TITLE OF AGENDA ITEM: General and Parks Fund Increase in Budget Appropriations R-2018-6

2. ISSUES, BACKGROUND, AND DISCUSSION:

The resolution includes increasing General Fund appropriations to transfer \$250,000 for an interfund loan transfer to the Airport Fund, per R-2018-5 an increase in the Public Works General Maintenance Department for the capital outlay increase in appropriations to purchase two vehicles and trailers; and an increase in the Parks Funds appropriations due to a higher than budgeted beginning fund balance.

3. OPTIONS:

Options available to the Board of Commissioners include:

1. Move to approve Resolution R-2018-6 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

4. FISCAL IMPACT:

The General Fund will loan the Airport \$250,000; the Public Works – Gen. Maintenance will use \$20,000 in taxes in excess of budget; and the Parks Fund will increase beginning fund balance and appropriations to support the current fiscal year budget.

SUGGESTED ACTION(S) / MOTION(S): After considerations, the board of Commissioners options include the following:

1. Move to approve Resolution R-2018-6 as written;
2. Direct staff to make amendments to the resolution (specify) and return for adoption at a future meeting;
3. Take no action;
4. Other.

Routing: Original or copies of signed contract or document should be sent to the following:

- | | |
|---|---|
| <input type="checkbox"/> Clerk (Original for recording) | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution |
| <input type="checkbox"/> Other _____ | |

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2018-6
 YEAR BEGINNING JULY 1, 2017)

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2017, for the following purposes:

	<u>Current</u>	<u>Increase</u>	<u>Amended</u>
	<u>Appropriations</u>	<u>(Decrease)</u>	<u>Budget</u>
<u>GENERAL FUND</u>			
Public Works-General Maint. Dept.	\$ 588,668	\$ 20,000	\$ 608,668
Transfers to Other Funds	\$ 1,155,488	\$ 250,000	\$ 1,405,488
Total Increase/(Decrease) Gene	\$ 1,744,156	\$ 270,000	\$ 2,014,156
<u>PARK FUND</u>			
Cutsforth Dept.	\$ 139,859	\$ 12,400	\$ 152,259
Anson Wright Dept.	\$ 52,438	\$ 6,800	\$ 59,238
ATV Park Dept.	\$ 435,273	\$ 19,150	\$ 454,423
Total Increase/(Decrease) Part	\$ 627,570	\$ 38,350	\$ 665,920
Total APPROPRIATIONS, All Funds			\$34,287,670
Total Unappropriation and Reserve Amounts, All Funds			\$3,323,334
TOTAL ADOPTED BUDGET			\$37,611,004

Dated this 28th day of February, 2018.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Attest:

Bobbi Childers, County Clerk

Approved as to Form:

Morrow County Counsel

PACKET: 00116-P taxes in excess in budget

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000269							
101 124-5-50-5360	2/28/2018	GF Interfund Loan T TRANS TO AIRPORT FUND	250,000.00	0.00	0.00	250,000.00	250,000.00
205 250-3-90-3815	2/28/2018	GF Interfund Loan T TRANS FROM GEN FUND	250,000.00	0.00	0.00	250,000.00-	250,000.00-

Budget Adj. # 000270							
101 100-3-10-9002	2/28/2018	Taxes in excess of TAXES NECESSARY TO BAL BU	20,000.00	6,694,396.00-	0.00	6,714,396.00-	847,315.50
101 121-5-40-4411	2/28/2018	Taxes in excess of EQUIPMENT	5,000.00	9,000.00	0.00	14,000.00	7,016.25
101 121-5-40-4423	2/28/2018	Taxes in excess of PICKUP REPLACEMENT	15,000.00	20,000.00	0.00	35,000.00	427.12

Budget Adj. # 000271							
238 100-3-01-0102	2/28/2018	Beg Fnd in Excess o BEGINNING FUND BALANCE-BUD	38,350.00	29,500.00-	0.00	67,850.00-	67,850.00-
238 200-5-20-2464	2/28/2018	Beg Fnd in Excess o REFUND OF FEES	2,000.00	300.00	0.00	2,300.00	545.50
238 238-5-20-2510	2/28/2018	Beg Fnd in Excess o RESERVATION PROC. FEE	500.00	300.00	0.00	1,300.00	849.32
238 200-5-20-3140	2/28/2018	Beg Fnd in Excess o MISC PROFESSIONAL SERVICES	1,500.00	200.00	0.00	1,700.00	271.29
238 200-5-20-3441	2/28/2018	Beg Fnd in Excess o CABIN CONTRACTOR	2,400.00	2,000.00	0.00	4,400.00	269.00
238 200-5-20-3815	2/28/2018	Beg Fnd in Excess o SANITARY SERVICES	3,000.00	500.00	0.00	3,500.00	755.23
238 200-5-20-3817	2/28/2018	Beg Fnd in Excess o REFUNDS	3,000.00	2,000.00	0.00	5,000.00	657.35
238 238-5-20-2214	2/28/2018	Beg Fnd in Excess o OTHER SERVICES	250.00	300.00	0.00	550.00	92.66
238 238-5-20-2255	2/28/2018	Beg Fnd in Excess o PROPANE	150.00	500.00	0.00	650.00	107.09
238 238-5-20-2375	2/28/2018	Beg Fnd in Excess o MISC SUPPLIES	150.00	200.00	0.00	350.00	117.64

PACKET: 00116-P taxes in excess in budget

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000271							
238 238-5-20-2510	2/28/2018	Beg Fnd in Excess o RESERVATION PROC. FEE	500.00	300.00	0.00	1,300.00	849.32
238 238-5-20-3140	2/28/2018	Beg Fnd in Excess o PROFESSIONAL SVCS	1,500.00	200.00	0.00	1,700.00	581.72
238 238-5-20-3230	2/28/2018	Beg Fnd in Excess o ADVERTISING	750.00	600.00	0.00	1,350.00	403.81
238 238-5-20-3240	2/28/2018	Beg Fnd in Excess o TELEPHONE	1,000.00	500.00	0.00	1,500.00	381.43
238 238-5-20-3815	2/28/2018	Beg Fnd in Excess o SANITARY SERVICES	1,500.00	100.00	0.00	1,600.00	717.58
238 238-5-20-3817	2/28/2018	Beg Fnd in Excess o REFUNDS	1,000.00	400.00	0.00	1,400.00	440.36
238 300-5-20-2255	2/28/2018	Beg Fnd in Excess o PROPANE	500.00	7,000.00	0.00	7,500.00	224.23
238 300-5-20-2265	2/28/2018	Beg Fnd in Excess o JANITORIAL SUPPLIES	250.00	1,000.00	0.00	1,250.00	193.90
238 300-5-20-2353	2/28/2018	Beg Fnd in Excess o EQUIPMENT REPAIR	8,500.00	6,000.00	0.00	14,500.00	2,925.96
238 300-5-20-2510	2/28/2018	Beg Fnd in Excess o RESERVATION PROC. FEE	150.00	2,500.00	0.00	2,650.00	86.33
238 300-5-20-3230	2/28/2018	Beg Fnd in Excess o ADVERTISING	3,000.00	4,000.00	0.00	7,000.00	761.59
238 300-5-20-3530	2/28/2018	Beg Fnd in Excess o INSURANCE	1,000.00	8,520.00	0.00	9,520.00	157.80
238 300-5-20-3814	2/28/2018	Beg Fnd in Excess o CONCESSIONS	250.00	3,000.00	0.00	3,250.00	159.20
238 300-5-20-3815	2/28/2018	Beg Fnd in Excess o SANITARY SERVICES	1,000.00	4,500.00	0.00	5,500.00	328.86
238 300-5-20-3816	2/28/2018	Beg Fnd in Excess o ATV PERMIT STATE T/O	500.00	1,000.00	0.00	1,500.00	290.00
238 300-5-20-3817	2/28/2018	Beg Fnd in Excess o REFUNDS	4,000.00	4,000.00	0.00	8,000.00	2,037.51
TOTAL NO. ADJUSTMENTS--REVENUE:					3	308,350.00	
TOTAL NO. ADJUSTMENTS---EXPENSE:					28	308,350.00	
TOTAL IN PACKET--						616,700.00	

PACKET: 00116-P taxes in excess in budget

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000271							

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***



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

(For BOC Use)
Item #
52

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

Staff Contact: Darrell Green
Department: Administration
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 2/28/2018

Extend Commercial Lease Agreement with CCS

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Kimberly Lindsay asked for an extension on the Community Counseling Services commercial lease of the Gilliam Bisbee building to allow for the construction of her new facility to be completed and to move out of the Gilliam Bisbee building. The current lease expires 2/28/2018.

2. FISCAL IMPACT:

None

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

Motion to approve extending the Commercial Lease Agreement with Community Counseling Services to June 30th, 2018

Attach additional background documentation as needed.

COMMERCIAL LEASE AGREEMENT

DATED: February 24, 2016

BETWEEN:

LESSOR: Morrow County
Address: 110 N. Court St.
P.O. Box 788
Heppner, OR 97836

AND

LESSEE: Community Counseling Solutions
Address: 120 S. Main St.
Heppner, OR 97836

THIS AGREEMENT, made and entered into this 8th day of February 2016, by and between **MORROW COUNTY**, hereinafter referred to as "Lessor," and **COMMUNITY COUNSELING SOLUTIONS**, hereinafter referred to as "Lessee."

Lessor does hereby agree to grant, demise and let, and Lessee does hereby agree to take the property, the second floor portion of the building commonly known as the Gilliam Bisbee Building, located at 106 E. May St., Heppner, Oregon, with appurtenances; including furniture owned by the Lessor and located in the premises, from the 8th day of February, 2016, to the 28th day of February 2018, at the rent or sum of One-Thousand Nine Hundred Dollars (\$1,900.00) per month, to be paid as follows:

One-Thousand Nine Hundred Dollars (\$1,900.00) on the first day of each month through February 28, 2018 beginning on March 1, 2016. The rent or sum for the period between February 8, 2016 and February 29, 2016 shall be \$1,024.00.

IT IS FURTHER AGREED by and between the parties that the Lessor shall: maintain the property in proper repair for the term of this lease with no obligation being incurred by the Lessee.

IT IS FURTHER AGREED by and between the parties that the Lessee shall: pay One-Thousand Nine Hundred Dollars (\$1,900.00) as a monthly payment. The lessee shall carry adequate property/liability insurance coverage to be used to offset any damages to the property during the time Lessee occupies the Gilliam Bisbee Building in Heppner, Oregon. The Lessee will cancel property/liability insurance on the leased facility and the Lessor shall resume coverage of the property at the time of the termination of this lease.

IT IS FURTHER AGREED that the parties shall execute the lease herein provided for hereto on the 8th day of February 2016.

IT IS FURTHER AGREED that in the event that the lease herein provided for shall be executed, then and in such case the Lessor shall give, and the Lessee shall take, possession of said premises on the 8th day of February 2016, and the rent to be reserved in the said agreement herein provided for shall commence and be payable from the last mentioned date.

IT IS FURTHER AGREED that, in the event that either party hereto shall neglect, refuse or in any way fail to execute the lease herein provided for, at said time and place, then the party in default shall pay to the other party the sum of Five Thousand Dollars (\$5,000) as liquidated damages and not as a penalty.

IT IS FURTHER AGREED that these presents shall operate only as an agreement to lease, and not as a lease.

Lessor leases to Lessee the following described property on the terms and conditions stated below:

The second floor portion of the Gilliam Bisbee Building located at 106 E. May St., in Heppner, Oregon.

SECTION 1: OCCUPANCY

- 1.1 Original term. The term of this lease shall commence February 8, 2016 and continue through February 28, 2018, unless otherwise agreed by both parties in writing.
- 1.2 Possession. Lessee's right to possession and obligations under the lease shall commence immediately.
- 1.3 Communication Connections. Lessee shall establish a phone line and Lessor shall also have use of the line in case of an emergency. Lessee will have costs for this communication connection and be responsible for said costs.

SECTION 2: RENT AND OTHER CHARGES

- 2.1 Taxes and Rent. Lessee shall pay any taxes that may be required under this lease.
- 2.2 Utilities. Lessor shall pay electric, propane, water, and sewer utilities.

SECTION 3: USE OF THE PREMISES

- 3.1 Permitted use. The premises shall be used for the administration of all services related to Community Counseling Services and the performance of those duties and services.
- 3.2 Continuity of use. Lessee shall use the premises during Lessee's normal hours including evenings and weekends except to the extent the use is interrupted or prevented by causes beyond Lessor's control.

SECTION 4: REPAIRS AND MAINTENANCE

- 4.1 Lessee's obligations. Lessee shall be responsible for repairs and maintenance of the building, offices and the specific areas Lessee has leased, for damage due to Lessee's use of the premises.
- 4.2 Lessor's obligations. Lessor shall be responsible for all repairs to the premises, which Lessee is not required to make under 4.1 above.
- 4.3 Lessor's interference with Lessee. Any repairs or other work performed on or around the leased premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by Lessee. Lessee shall have no right to any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirement of this provision.

- 4.4 Reimbursement for repairs assumed. If Lessee fails or refuses to make repairs that are required by this Section 4, Lessor may make the repairs and charge the actual costs of repairs to Lessee after notification. If structural repairs become necessary and cost of these repairs shall exceed \$10,000, this lease shall terminate unless the parties can reach reasonable agreement within their taxing authority to divide the costs. Any such agreement shall be an addendum to this contract. Neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 30 days before work is commenced the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.
- 4.5 Lessee shall provide janitor service and cleaning in and about the Premises. Lessor is not required to perform any janitorial work on the premises.

SECTION 5: ALTERATIONS

- 5.1 Alterations prohibited. Lessee shall make no improvements or alterations on the leased premises of any kind without first obtaining Lessor's written consent.
- 5.2 Ownership of alterations. All permanent improvements and alterations performed on the leased premises by Lessee shall be the property of Lessor when installed unless the parties agree otherwise in writing in advance of the state of the improvement or alteration.

SECTION 6: INSURANCE

- 6.1 Insurance required. Lessor shall keep the leased premises insured at Lessor's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee shall bear the expense of any insurance insuring the personal/property liability of Lessee on the premises against such risks.
- 6.2 Waiver of subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.
- 6.3 Liens. Except with respect to activities, for which Lessee is responsible, Lessor shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens.
- 6.4 Indemnification. Lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Lessee) occurring in or about the Leased Premises from any cause whatsoever. Lessee shall indemnify, defend and save Lessor, its officers, agents, employees and contractors, harmless from all losses, claims, damages, fines, penalties, liabilities and expenses (including Lessor's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve litigation or bankruptcy) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property or any other damage or loss alleged to be attributable to Lessee's operation or occupation of the Leased Premises or caused by or resulting from any act or omission or breach of Applicable Laws by Lessee or any licensee, assignee, or of any officer, agent, employee, guest or invitee of any such person in or about the Leased Premises or

Lessee's breach of its obligations hereunder. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Section with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease. Lessee shall promptly notify Lessor of casualties or accidents occurring in or about the Leased Premises. Notwithstanding the foregoing, if losses, claims, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Lessor and Lessee, their employees, agents, invitees and licensees, Lessee shall indemnify Lessor only to the extent of Lessee's own negligence or that of its officers, agents, employees, guests or invitees."

- 6.5 **Lessor Insurance.** At all times throughout the Lease term Lessee shall, at its own expense, maintain comprehensive or commercial general liability insurance with broad form and stop gap (employer's liability) endorsements in minimum limits of \$1,000,000 per occurrence and annual aggregate for property damage or loss and minimum limits of \$1,000,000 per individual and per occurrence for personal injuries and death, to indemnify both Lessor and Lessee against any such claims, demands, losses, damages, liabilities and expenses. Lessor shall have the right to periodically review the appropriateness of such limits in view of inflation, changing industry conditions and court decisions and to require an increase in such limits upon ninety (90) days' prior written notice to Lessee. Lessor and any property manager identified by Lessor shall be named as additional insureds and shall be furnished with a certificate and a copy of such policy or policies of insurance prior to the Lease Commencement Date and thereafter upon Lessor's request therefor which shall bear an endorsement that the same shall not be canceled or materially reduced in coverage or limits without thirty (30) days' prior written notice to Lessor. Throughout the Lease term, Lessee shall also maintain, at its own expense, insurance covering its furniture, fixtures, equipment and inventory and all improvements which it makes to the Leased Premises in an amount equal to the full insurable value thereof, against fire and such other perils as are covered by an all risk policy (or subsequent equivalent) with plate glass endorsement, including and covering all glass on the Leased Premises. All insurance required under this Lease shall (a) be issued by insurance companies authorized to do business in the State of Oregon and acceptable to Lessor; and (b) in the case of the liability policy, contain a contractual liability coverage endorsement covering Lessee's indemnification duty. If Lessee fails to maintain such insurance, Lessor may immediately obtain such for Lessee's account as a non-exclusive remedy, and Lessee shall reimburse Lessor for the full expense thereof upon demand.

SECTION 7: DAMAGE AND DESTRUCTION

- 7.1 **Partial damage.** If the leased premises are partly damaged and paragraph 4.1 above does not apply, the property shall be repaired by Lessor at Lessor's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Lessor and shall be performed in accordance with the provisions of paragraph 4.3 above.
- 7.2 **Destruction.** If the leased premises are destroyed or damaged such that the cost of repair exceeds 40% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 90 days following the date of damage. In such event, all rights

and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Lessor shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor dispute and matters not under control of Lessor.

SECTION 8: QUIET ENJOYMENT

Lessor's warranty. Lessor warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances. Lessor will defend Lessee's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

SECTION 9: ASSIGNMENT AND SUBLEASE

Lessee shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the premises, without Lessor's prior written consent. Lessor may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this lease.

SECTION 10: DEFAULT

The following shall be events of default:

- 10.1 Default in other covenants. Failure of Lessee to comply with any terms or conditions or fulfill any obligation of the lease within 30 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessee begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- 10.2 Abandonment. Failure of Lessee for 180 days or more to occupy the property for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease, shall be an abandonment of the property.

SECTION 11: REMEDIES ON DEFAULT

- 11.1 Termination. In the event of default, the lease may be terminated at the option of Lessor by notice in writing to Lessee.
- 11.2 Remedies cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

SECTION 12: SURRENDER AT EXPIRATION

- 12.1 Condition of uses. Upon expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the leased premises in good condition and broom clean. Alterations constructed by Lessee with permission from Lessor shall be removed unless the parties have agreed otherwise. Lessee's obligations under this paragraph shall be subordinate to the provision of Section 7 related to destruction.
- 12.2 Fixtures.

- A. All fixtures placed upon the leased premises during the term, other than Lessee's trade fixtures, shall be removed by Lessee unless Lessee and Lessor otherwise agree. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to the Lessee with interest at the legal rate from the date of expenditure.
- B. Prior to expiration or termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures owned by the Lessee, which remain its property. The Lessee shall leave all furniture that is owned by the Lessor.

SECTION 13: MISCELLANEOUS

- 13.1 Non-waiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions.
- 13.2 Attorney fees. In the event any suit or action is brought upon this lease, the prevailing party shall be entitled to recover in addition to costs, such sum which shall be fixed by the court hearing such proceeding or any appeal.
- 13.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as first class mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties.
- 13.4 Succession. This lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 13.5 Lessor's right to cure defaults. If Lessee fails to perform any obligation under this lease, Lessor shall have the option to do so after 30 days written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee at Lessor's cost within 60 days.
- 13.6 Recordation. This lease shall not be recorded without the consent in writing of Lessor. Lessor shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Lessee may record the memorandum.
- 13.7 Entry for inspection. Lessor shall have the right to enter upon the premises at any time to determine Lessee's compliance with this lease and to make necessary repairs to the building or to the premises.
- 13.8 Interest on rent and other charges. Any payment required of Lessee by this lease shall, if not paid within 10 days after it is due, bear interest at 8% per annum from the due date until paid.
- 13.9 Successors and Assigns. This lease will extend to and be binding upon and inure to the benefit of the respective administrators, successors, and assigns, as the case may be, of each party to the lease. All covenants are construed as conditions of this lease.
- 13.10 Attornment. Lessee agrees to and does attorn to any successor to Lessor's interest in all or any part of the premises including without limitation any purchaser at foreclosure sale of all or any part of the premises.

SECTION 14: ARBITRATION

- 14.1 Disputes to be arbitrated. If any dispute arises between the parties, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the leased premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall

choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the leased premises are located to appoint the required arbitrator.

14.2 Procedure for arbitration. The arbitration shall proceed according to the Oregon Statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

SECTION 15: PRIOR AGREEMENTS

This document is the entire, final and complete agreement of the parties pertaining to the lease and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the lease or the leased premises are concerned. This specifically includes the prior lease agreement dated September 17, 2014.

SECTION 16: MODIFICATION


No modification of this lease shall be valid unless in writing and signed by the parties hereto.


SECTION 17: TERMINATION FOR NONAPPROPRIATION OF FUNDS

In the event sufficient funds shall not be appropriated by either party, to meet obligations under this lease, and if either party has no funds legally available to meet obligations from other sources, then such party may terminate this agreement at the end of its current fiscal year and shall not be obligated to meet its obligations beyond the date of termination.

The parties have executed this agreement as of the date first written above.

IN WITNESS WHEREOF, the parties hereto sign their names.


Terry K. Tallman
Morrow County


Kimberly Lindsay
Community Counseling Solutions

Attest:


Bobbi L. Anderson
Morrow County Clerk



COMMERCIAL LEASE AGREEMENT

DATED: February 28, 2018

BETWEEN:

LESSOR: Morrow County
Address: 110 N. Court St.
P.O. Box 788
Heppner, OR 97836

AND

LESSEE: Community Counseling Solutions
Address: 120 S. Main St.
Heppner, OR 97836

THIS AGREEMENT, made and entered into this 28th day of February 2018, by and between **MORROW COUNTY**, hereinafter referred to as "Lessor," and **COMMUNITY COUNSELING SOLUTIONS**, hereinafter referred to as "Lessee."

Lessor does hereby agree to grant, and Lessee does hereby agree to take the property, the second floor portion of the building commonly known as the Gilliam Bisbee Building, located at 106 E. May St., Heppner, Oregon, with appurtenances; including furniture owned by the Lessor and located in the premises, from the 1st day of March, 2018 to the 30th day of June 2018, at the rent or sum of One-Thousand Nine Hundred Dollars (\$1,900.00) per month, to be paid as follows:

One-Thousand Nine Hundred Dollars (\$1,900.00) on the first day of each month through June 30, 2018 beginning on March 1, 2018.

IT IS FURTHER AGREED by and between the parties that the Lessor shall: maintain the property in proper repair for the term of this lease with no obligation being incurred by the Lessee.

IT IS FURTHER AGREED by and between the parties that the Lessee shall: pay One-Thousand Nine Hundred Dollars (\$1,900.00) as a monthly payment. The lessee shall carry adequate property/liability insurance coverage to be used to offset any damages to the property during the time Lessee occupies the Gilliam Bisbee Building in Heppner, Oregon. The Lessee will cancel property/liability insurance on the leased facility and the Lessor shall resume coverage of the property at the time of the termination of this lease.

IT IS FURTHER AGREED that in the event that the lease herein provided for shall be executed, then and in such case the Lessor shall give, and the Lessee shall continue to keep possession of the premises as it currently being leased by Lessee, and the rent to be reserved in the said agreement herein provided for shall commence and be payable from the last mentioned date.

IT IS FURTHER AGREED that, in the event that either party hereto shall neglect, refuse or in any way fail to execute the lease herein provided for, at said time and place, then the party in default shall pay to the other party the sum of Five Thousand Dollars (\$5,000) as liquidated damages and not as a penalty.

Lessor leases to Lessee the following described property on the terms and conditions stated below:

The second floor portion of the Gilliam Bisbee Building located at 106 E. May St., in Heppner, Oregon.

SECTION 1: OCCUPANCY

- 1.1 Original term. The term of this lease shall commence March 1, 2018 and continue through June 30, 2018, unless otherwise agreed by both parties in writing.
- 1.2 Possession. Lessee's right to possession and obligations under the lease shall commence immediately.
- 1.3 Communication Connections. Lessee shall establish a phone line and Lessor shall also have use of the line in case of an emergency. Lessee will have costs for this communication connection and be responsible for said costs.

SECTION 2: RENT AND OTHER CHARGES

- 2.1 Taxes and Rent. Lessee shall pay any taxes that may be required under this lease.
- 2.2 Utilities. Lessor shall pay electric, propane, water, and sewer utilities.

SECTION 3: USE OF THE PREMISES

- 3.1 Permitted use. The premises shall be used for the administration of all services related to Community Counseling Services and the performance of those duties and services.
- 3.2 Continuity of use. Lessee shall use the premises during Lessee's normal hours including evenings and weekends except to the extent the use is interrupted or prevented by causes beyond Lessor's control.

SECTION 4: REPAIRS AND MAINTENANCE

- 4.1 Lessee's obligations. Lessee shall be responsible for repairs and maintenance of the building, offices and the specific areas Lessee has leased, for damage due to Lessee's use of the premises.
- 4.2 Lessor's obligations. Lessor shall be responsible for all repairs to the premises, which Lessee is not required to make under 4.1 above.
- 4.3 Lessor's interference with Lessee. Any repairs or other work performed on or around the leased premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by Lessee. Lessee shall have no right to any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirement of this provision.

- 4.4 Reimbursement for repairs assumed. If Lessee fails or refuses to make repairs that are required by this Section 4, Lessor may make the repairs and charge the actual costs of repairs to Lessee after notification. If structural repairs become necessary and cost of these repairs shall exceed \$10,000, this lease shall terminate unless the parties can reach reasonable agreement within their taxing authority to divide the costs. Any such agreement shall be an addendum to this contract. Neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 30 days before work is commenced the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.
- 4.5 Lessee shall provide janitor service and cleaning in and about the Premises. Lessor is not required to perform any janitorial work on the premises.

SECTION 5: ALTERATIONS

- 5.1 Alterations prohibited. Lessee shall make no improvements or alterations on the leased premises of any kind without first obtaining Lessor's written consent.
- 5.2 Ownership of alterations. All permanent improvements and alterations performed on the leased premises by Lessee shall be the property of Lessor when installed unless the parties agree otherwise in writing in advance of the state of the improvement or alteration.

SECTION 6: INSURANCE

- 6.1 Insurance required. Lessor shall keep the leased premises insured at Lessor's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee shall bear the expense of any insurance insuring the personal/property liability of Lessee on the premises against such risks.
- 6.2 Waiver of subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.
- 6.3 Liens. Except with respect to activities, for which Lessee is responsible, Lessor shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens.
- 6.4 Indemnification. Lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Lessee) occurring in or about the Leased Premises from any cause whatsoever. Lessee shall indemnify, defend and save Lessor, its officers, agents, employees and contractors, harmless from all losses, claims, damages, fines, penalties, liabilities and expenses (including Lessor's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve litigation or bankruptcy) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property or any other damage or loss alleged to be attributable to Lessee's operation or occupation of the Leased Premises or caused by or resulting from any act or omission or breach of Applicable Laws by Lessee or any licensee, assignee, or of any officer, agent, employee, guest or invitee of any such person in or about the Leased Premises or

Lessee's breach of its obligations hereunder. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Section with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease. Lessee shall promptly notify Lessor of casualties or accidents occurring in or about the Leased Premises. Notwithstanding the foregoing, if losses, claims, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Lessor and Lessee, their employees, agents, invitees and licensees, Lessee shall indemnify Lessor only to the extent of Lessee's own negligence or that of its officers, agents, employees, guests or invitees."

- 6.5 **Lessor Insurance.** At all times throughout the Lease term Lessee shall, at its own expense, maintain comprehensive or commercial general liability insurance with broad form and stop gap (employer's liability) endorsements in minimum limits of \$1,000,000 per occurrence and annual aggregate for property damage or loss and minimum limits of \$1,000,000 per individual and per occurrence for personal injuries and death, to indemnify both Lessor and Lessee against any such claims, demands, losses, damages, liabilities and expenses. Lessor shall have the right to periodically review the appropriateness of such limits in view of inflation, changing industry conditions and court decisions and to require an increase in such limits upon ninety (90) days' prior written notice to Lessee. Lessor and any property manager identified by Lessor shall be named as additional insureds and shall be furnished with a certificate and a copy of such policy or policies of insurance prior to the Lease Commencement Date and thereafter upon Lessor's request therefor which shall bear an endorsement that the same shall not be canceled or materially reduced in coverage or limits without thirty (30) days' prior written notice to Lessor. Throughout the Lease term, Lessee shall also maintain, at its own expense, insurance covering its furniture, fixtures, equipment and inventory and all improvements which it makes to the Leased Premises in an amount equal to the full insurable value thereof, against fire and such other perils as are covered by an all risk policy (or subsequent equivalent) with plate glass endorsement, including and covering all glass on the Leased Premises. All insurance required under this Lease shall (a) be issued by insurance companies authorized to do business in the State of Oregon and acceptable to Lessor; and (b) in the case of the liability policy, contain a contractual liability coverage endorsement covering Lessee's indemnification duty. If Lessee fails to maintain such insurance, Lessor may immediately obtain such for Lessee's account as a non-exclusive remedy, and Lessee shall reimburse Lessor for the full expense thereof upon demand.

SECTION 7: DAMAGE AND DESTRUCTION

- 7.1 **Partial damage.** If the leased premises are partly damaged and paragraph 4.1 above does not apply, the property shall be repaired by Lessor at Lessor's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Lessor and shall be performed in accordance with the provisions of paragraph 4.3 above.
- 7.2 **Destruction.** If the leased premises are destroyed or damaged such that the cost of repair exceeds 40% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 90 days following the date of damage. In such event, all rights

and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Lessor shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor dispute and matters not under control of Lessor.

SECTION 8: QUIET ENJOYMENT

Lessor' warranty. Lessor warrants that it is the owner of the leased premises and has the right to lease them free of all encumbrances. Lessor will defend Lessee's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

SECTION 9: ASSIGNMENT AND SUBLEASE

Lessee shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the premises, without Lessor's prior written consent. Lessor may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this lease.

SECTION 10: DEFAULT

The following shall be events of default:

- 10.1 Default in other covenants. Failure of Lessee to comply with any terms or conditions or fulfill any obligation of the lease within 30 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessee begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- 10.2 Abandonment. Failure of Lessee for 180 days or more to occupy the property for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease, shall be an abandonment of the property.

SECTION 11: REMEDIES ON DEFAULT

- 11.1 Termination. In the event of default, the lease may be terminated at the option of Lessor by notice in writing to Lessee.
- 11.2 Remedies cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

SECTION 12: SURRENDER AT EXPIRATION

- 12.1 Condition of uses. Upon expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the leased premises in good condition and broom clean. Alterations constructed by Lessee with permission from Lessor shall be removed unless the parties have agreed otherwise. Lessee's obligations under this paragraph shall be subordinate to the provision of Section 7 related to destruction.
- 12.2 Fixtures.

- A. All fixtures placed upon the leased premises during the term, other than Lessee's trade fixtures, shall be removed by Lessee unless Lessee and Lessor otherwise agree. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to the Lessee with interest at the legal rate from the date of expenditure.
- B. Prior to expiration or termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures owned by the Lessee, which remain its property. The Lessee shall leave all furniture that is owned by the Lessor.

SECTION 13: MISCELLANEOUS

- 13.1 Non-waiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions.
- 13.2 Attorney fees. In the event any suit or action is brought upon this lease, the prevailing party shall be entitled to recover in addition to costs, such sum which shall be fixed by the court hearing such proceeding or any appeal.
- 13.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail as first class mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties.
- 13.4 Succession. This lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 13.5 Lessors right to cure defaults. If Lessee fails to perform any obligation under this lease, Lessor shall have the option to do so after 30 days written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee at Lessor's cost within 60 days.
- 13.6 Recordation. This lease shall not be recorded without the consent in writing of Lessor. Lessor shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Lessee may record the memorandum.
- 13.7 Entry for inspection. Lessor shall have the right to enter upon the premises at any time to determine Lessee's compliance with this lease and to make necessary repairs to the building or to the premises.
- 13.8 Interest on rent and other charges. Any payment required of Lessee by this lease shall, if not paid within 10 days after it is due, bear interest at 8% per annum from the due date until paid.
- 13.9 Successors and Assigns. This lease will extend to and be binding upon and inure to the benefit of the respective administrators, successors, and assigns, as the case may be, of each party to the lease. All covenants are construed as conditions of this lease.
- 13.10 Attornment. Lessee agrees to and does attorn to any successor to Lessor's interest in all or any part of the premises including without limitation any purchaser at foreclosure sale of all or any part of the premises.

SECTION 14: ARBITRATION

- 14.1 Disputes to be arbitrated. If any dispute arises between the parties, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the leased premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall

choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the leased premises are located to appoint the required arbitrator.

14.2 Procedure for arbitration. The arbitration shall proceed according to the Oregon Statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

SECTION 15: PRIOR AGREEMENTS

This document is the entire, final and complete agreement of the parties pertaining to the lease and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the lease or the leased premises are concerned. This specifically includes the prior lease agreement dated September 17, 2014.

SECTION 16: MODIFICATION

No modification of this lease shall be valid unless in writing and signed by the parties hereto.

SECTION 17: TERMINATION FOR NON APPROPRIATION OF FUNDS

In the event sufficient funds shall not be appropriated by either party, to meet obligations under this lease, and if either party has no funds legally available to meet obligations from other sources, then such party may terminate this agreement at the end of its current fiscal year and shall not be obligated to meet its obligations beyond the date of termination.

The parties have executed this agreement as of the date first written above.

IN WITNESS WHEREOF, the parties hereto sign their names.

LESSOR

**MORROW COUNTY BOARD OF
COMMISSIONERS
MORROW COUNTY, OREGON
SIGNED: February 28, 2018**

LESSEE

**COMMUNITY COUNSELING SOLUTIONS

SIGNED: _____**

Don Russell, Chair

Kimberly Lindsay
Community Counseling Solutions

Jim Doherty, Commissioner/ Vice Chair

Melissa Lindsay, Commissioner

Attest:

Bobbi Childers, County Clerk

Approved as to Form:

Morrow County Counsel

ROAD REPORT FEBRUARY 2018

IONE-BOARDMAN: Our road crew has been prepping lone-Boardman for the expectation of completing a paving project this summer. Tasks have included; widening and aligning for a twenty four foot road surface with three foot shoulders. Adding rock to the road surface. Repairing and/or installing culvert pipes. Sloping banks and building ditches for erosion control and drainage. Building field accesses for farm equipment and trucking. Re-alignment and upgrade of roadway intersections including Strawberry, Crum and Ella intersecting points. The crew has been and will continue to upgrade road signage for improved safety.

ROAD SYSTEM SIGNS: Road Crew members have been repairing and or replacing road signs around the county as needed

SNOW & ICE REMOVAL: January proved to be unusually mild. February has brought colder temperature and some precipitation. Our road crew has been plowing, sanding, grading, and de-icing when needed.

CREW CERTIFICATION: All public works department employees attended and passed the flagger certification class. Everyone received current flagger cards. The instructor was informative and well spoken.

Morrow County Sheriff's Office

Monthly Report

February 28, 2018

Board of Commissioner Meeting



These are our monthly stats for:

January 2018

- ❖ Total Arrests – 66
- ❖ 37 - Warrants
- ❖ 8 – Assaults - Various degrees
- ❖ 1 - Burglary
- ❖ 3 – Sex Crimes
- ❖ 6 - Harassment
- ❖ 3 - Unlawful Use of Motor Vehicle
- 4 – Driving While Under Influence of Intoxicants
- 11 -Theft – Various degrees
- 5 - Criminal Mischief
- 1 – Parole Violation
- 5 – Driving While Suspended
- 5 – Hit and Run

✚ Motor Vehicle Accidents – 13

✚ Concealed Handgun License – 10

✚ Civil Paper Service - 62 persons served with civil papers

✚ Traffic Stops – 225 (of these 162 were warnings, 63 received citations) **Safety is the goal.**

Press Release

1-16 Search & Rescue – Recovery. 8:24am caller advised of a vehicle off the side of a farm road on a steep incline near Condon Highway 206, milepost 59 and that an elderly female was still inside. The elderly female said they ran off the road yesterday and her daughter-in-law had left on foot last night near midnight, seeking assistance, and that she had not returned. The weather was in the low 30's with heavy rain and fog, and she was not dressed for the weather conditions. The 78-year-old female was transported to PMH. Search & Rescue was activated; the Command Truck was taken to the scene. Searchers went out on foot, on ATV's, in vehicles and in the air; all turned out to assist in the search for the missing female. The 57-year-old female was located at 12:38pm, she was deceased.

Misc. Calls

- ✚ **1-4 Motor Vehicle Accident.** Near 11pm, on Bombing Range Road, near Lindsay Feedlot Road, a pick-up truck hit an elk. The elk ran off, driver refused medical assistance, and the pick-up had to be towed.
- ✚ **1-9 Cattle Truck on its side.** About 7pm caller advised of a loaded cattle truck, tipped over on its side at the Patterson Ferry Exit off I-84. Humans okay, some cattle had to be put down.

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**MORROW COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
Wednesday, February 28, 2018 at 10:30 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon**

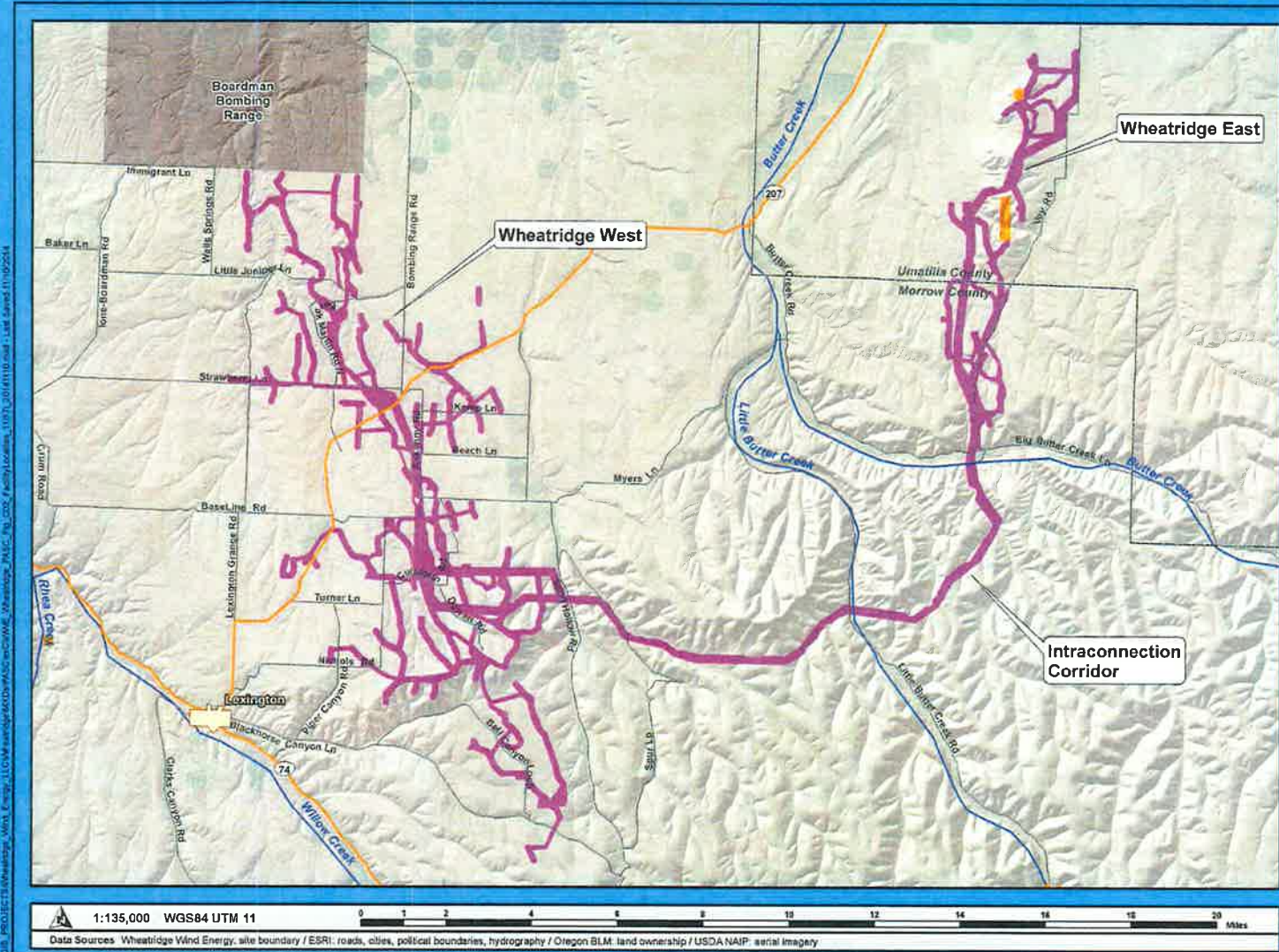
- 1. Call to Order and Pledge of Allegiance – 10:30 a.m.**
- 2. Public Works Department (Matt Scrivner, Public Works Director)
Boardman Building**
- 3. Adjournment**

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

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

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

	Steel structure , No interior finishor mechanical work	Steel bays / Wood framed office space. Complete finish of interior	All Wood construction. Complete finish of interior
Plans and Permits	\$ 7,624.00	\$ 7,624.00	\$ 7,624.00
Sitework	\$ 4,310.00	\$ 4,710.00	\$ 4,710.00
Excavation	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
Concrete	\$ 72,800.00	\$ 64,300.00	\$ 87,550.00
Framing	\$ 113,490.00	\$ 125,280.00	\$ 108,480.00
Roofing and flashing	\$ -	\$ 18,116.00	\$ 40,256.00
Exterior trim and siding	\$ -	\$ 11,817.00	\$ 26,260.00
Exterior doors and windows	\$ 28,600.00	\$ 26,450.00	\$ 32,100.00
Plumbing	\$ 4,200.00	\$ 10,200.00	\$ 10,200.00
Heating and cooling	\$ -	\$ 39,995.00	\$ 39,995.00
Electrical and lighting	\$ -	\$ 43,200.00	\$ 43,200.00
Insulation	\$ -	\$ 19,958.40	\$ 19,958.40
Drywall	\$ -	\$ 25,795.00	\$ 50,890.00
Painting Exterior	\$ -	\$ 6,492.00	\$ 14,428.00
Painting interior	\$ -	\$ 8,568.00	\$ 18,230.00
Interior millwork and trim	\$ -	\$ 16,148.60	\$ 16,148.60
Cabinets and countertops	\$ -	\$ 16,050.00	\$ 16,050.00
Floor coverings	\$ -	\$ 26,880.00	\$ 26,880.00
Gutters	\$ 2,112.00	\$ 2,112.00	\$ 2,112.00
Project dumpster	\$ 1,500.00	\$ 3,305.00	\$ 3,305.00
Supervision	\$ 15,000.00	\$ 36,000.00	\$ 36,000.00
Subtotal	\$ 253,636.00	\$ 516,001.00	\$ 607,377.00
13% overhead	\$ 32,698.12	\$ 67,080.13	\$ 78,959.01
fuel costs	\$ 5,940.00	\$ 11,880.00	\$ 11,880.00
12% profit	\$ 34,819.45	\$ 71,395.34	\$ 83,785.92
Estimate total	\$ 327,093.57	\$ 666,356.47	\$ 782,001.93
Prevailing wage add 11.3%	\$ 40,790.00	\$ 75,298.00	\$ 88,366.00
Total estimate	\$ 367,883.57	\$ 741,654.47	\$ 870,367.93



50% Morrow County
 20% Umatilla County

MORROW COUNTY COURT AGENDA
April 9, 2014
Boardman, Oregon

CALL TO ORDER 9:00 a.m.

City and Citizen Comments – Irrigon

Open Agenda (This time set aside for the public and Court members to introduce subjects NOT on the agenda.)

Minutes

Claims

County Counsel Report

Boardman Property
Heppner Cistern

Commissioner Reports

Department Report

Personnel Update
Planning Update

New Business

MAAC Committee (Military Airspace Advisory Committee) White Paper on airspace issues.
Bid Award – Portable Toilets
Purchase Preauthorization
Contracts

1:30 Pubic Hearing

Carty SIP (Strategic Investment Program) Community Service Fee Allocation

If you have anything that needs to be on the agenda, please notify the Court office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible.

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 Karen Wolff, 541-676-5620.

**Morrow County Court
April 9, 2014
Boardman, Oregon**

Present

Judge Terry Tallman
Commissioner Ken Grieb
Commissioner Leann Rea
Karen Wolff, Executive Secretary/Personnel Director
Ryan Swinburnson, County Counsel
Mike Gorman, Assessor/Tax Collector
Roberta Lutcher, Court Secretary

Audience

Don Russell, Port of Morrow Commissioner and Morrow County Commissioner candidate

Judge Tallman called the meeting to order at 9:08 a.m.

City and Citizen Comments – Irrigon

No comments

Open Agenda

Judge Tallman would like to add a discussion regarding Fair issues. Undersheriff Steve Myren and Burke O'Brien would like to address the Court concerning their respective departments.

Sheriff's Office Update

Undersheriff Steve Myren

Undersheriff Myren said Sheriff Ken Matlack was unable to attend last week's scheduled update, so he is appearing today in case the Court has any questions or concerns. Undersheriff Myren spoke about last week's explosion at the Northwest Pipeline natural gas facility in Plymouth, Washington, just across the Columbia River from Umatilla, Oregon. He said at the time, he notified Ms. Wolff, who in turn, notified the Commissioners. The situation had the potential to be much worse than what actually transpired, he said.

Miscellaneous Sheriff's Office items:

- An erratic driver was stopped on I-84 near the Port of Morrow and then ran across the interstate and attempted to steal a Umatilla Electric Cooperative vehicle. He was arrested.
- There have been a number of unauthorized entries into vehicles.
- Multiple complaints of drivers going over 100 miles per hour on I-84. He said many of the drivers are coming from construction-related projects off Tower Road – citations were issued.
- Gilliam County Sheriff's Office assisted with a drug detection canine search at Heppner Jr./Sr. High School – nothing was found.
- Wire thefts are increasing, which could be tied to high potency methamphetamine also in the area. He said people are stealing from scrap piles on farms and ranches and the owners have not noticed the thefts immediately.

- Marine calls are starting to come in to tow people/boaters off of rocks.
- Undersheriff Myren said he attended an Emergency Management Conference last week and anticipates \$42,000 to support Morrow County's Emergency Management budget.
- Suggested the Commissioners consider using SIP (Strategic Investment Program) funds to replace computers with sensitive information at risk for security breaches (Health Department and Sheriff's Office computers, and possibly others) because Microsoft is no longer supporting the Windows XP operating system (from the Microsoft website: "After 12 years, support for Windows XP ended April 8, 2014. There will be no more security updates or technical support for the Windows XP operating system."). He explained 10 computers in the Sheriff's Office need replacing because of this, at an estimated cost of \$13,000 – something not anticipated in the Sheriff's Office budget. Judge Tallman said the Court would take note, but cannot act at this time.
- Sheriff's Office will use Emergency Management funds to augment camera capabilities at some important intersections in communities throughout the County for arterial and infrastructure protection. Undersheriff Myren is attempting to partner with civic-minded property owners who would cover the approximate cost of \$12 per month to power the camera. He said it wouldn't impact anyone's internet, since it will be run over the current aircard system. Locations around the Port of Morrow and schools would be welcome, he said.

Public Works Update

Burke O'Brien, Public Works Director

Judge Tallman asked Mr. O'Brien to inform the Court of the recent meeting both of them had with Ann Niesen, Ranger, Heppner Ranger District. Mr. O'Brien said there were valuable discussions on the following:

- Coalmine Hill – outdoor winter recreation enthusiasts would like this area open, but there is not funding to make this happen. Mr. O'Brien suggested to Ms. Niesen that people with these interests consider using the OHV Park instead.
- Public Works will meet with the Ranger District a few times a year to maintain communication on such topics as logging sales/locations in order to monitor the impact on roads.

Lexington Airport

Mr. O'Brien said over the last few weeks, a false perception has developed that changes at the Lexington Airport are impacting the location of future wind turbines. He said this is not the case, no changes are taking place. Confusion could stem from updating the Airport Master Plan, which takes place on a regular basis and evaluates existing facilities. He said those designing plans for the placement of future turbines probably did not consult current airport information – which is available to anyone. He asked if the turbines could be relocated - the airport didn't create the situation that those are in the wrong location. Judge Tallman added plans are not yet set in stone. Discussion. The Commissioners decided to place this on the agenda for discussion the last week of April when they will meet in Heppner.

Mr. O'Brien informed the Commissioners the Courthouse Clock Tower should be replaced sometime between June 1st-15th. He said the planned road upgrades for the new Administration

Building will take place near the end of building construction, so the two projects will not be happening at the same time.

Mr. O'Brien said Public Works was no longer using an older two-wheel drive pick-up and decided to offer it to the Fairgrounds in exchange for an old military type vehicle, which isn't running. He said this older vehicle will be included in a future vehicle auction by Public Works.

Minutes

Commissioner Rea moved to approve the minutes of April 2nd, as presented. Commissioner Grieb seconded. Unanimous approval.

Claims

Commissioner Rea moved to approve the Payroll Payables, Immediate & Electronic, dated March 19, 2014; Payroll Payables, Immediate & Electronic, Employee Final and Employee Missed, dated March 20, 2014; and Accounts Payable, dated April 10, 2014, in the amount of \$104,401.45. Commissioner Grieb seconded. Unanimous approval.

County Counsel Report

Ryan Swinburnson

Mr. Swinburnson said the Ejectment Proceeding will be filed next week on the occupant of the manufactured home which sits on County owned property in Boardman.

Heppner Cistern – Mr. Swinburnson provided background information – The County was willing to sell a property to Kyle Robinson for the cost of attorney fees for the transaction. Mr. Robinson's attorney responded the County should seal the cistern in some way. The County Court declined. Mr. Swinburnson said this information was sent to Mr. Robinson's attorney at the time, however, Mr. Robinson does not consider the issue closed. Mr. Swinburnson said he sent a letter directly to Mr. Robinson making the same offer to sell in exchange for attorney fees.

Pacific Ethanol – Mr. Gorman and retired Assessor/Tax Collector Greg Sweek will be deposed on April 18th.

Love's Travel Stops appeal – the Land Use Board of Appeals veered from their original decision to not consolidate the four appeals, and is now consolidating into one appeal. He said this means he'll be preparing four briefs in order to respond to all (petitioners and respondents). He said he will request to extend the 21 day time frame for the briefs. Mr. Swinburnson also noted the attorney for Love's, Bill Kabeiseman, contacted the Association of Oregon Counties (AOC) and the League of Oregon Cities (LOC) indicating the outcome of this case could have a far reaching impact pertaining to the possibility of onerous notice requirements.

Department Report

Personnel Update

Karen Wolff

Ms. Wolff reported:

- Advertising is taking place for the two open positions with Public Health.
- The Parks General Manager candidate was chosen – Greg Close.

- Multiple applications have been received for the Special Transportation and Justice Court position.
- The furnishings from State Surplus for the new Administration Building will arrive next week and will be housed in the Gilliam-Bisbee Building and the old Lexington School Gymnasium. The trucks due to arrive will use the mill site as a staging area. Ms. Wolff viewed the furnishings in Seattle last week and said everything appears to be in very good shape. She said the move coordinator with Lancaster Logistics, Melanie Russell, indicated the furnishings were in good condition and of nice quality, and the County got a bargain. Ms. Wolff explained the inventory of the furnishings will have to be maintained for 18 months since they are from a federal source.

New Business

Bid Award – Portable Toilets

Contracts

Ms. Wolff said last week's bids were reviewed by Public Works and they recommend awarding the bid to CB's LLC.

Commissioner Grieb moved to award the bid for Portable Toilets to CB's LLC Portable Restrooms. Commissioner Rea seconded. Unanimous approval.

Commissioner Grieb moved to approve the contract with CB's LLC Portable Restrooms for 12 Standard Units, one ADA Unit, and one Trailer Unit at a total monthly cost of \$880, with additional pumping not on the regular schedule, at a rate of \$1.00 per mile. Contract period begins April 11, 2014 and ends March 16, 2015. Commissioner Rea seconded. Unanimous approval.

Sixth Amendment to Oregon Health Authority (OHA) 2013-2015 Intergovernmental Agreement (IGA)

Mr. Swinburnson said this is a revision of the form to be used to report Family Planning quarterly revenue and expenditure reports and does not involve funding changes.

Commissioner Rea moved to approve the Sixth Amendment to the OHA 2013-2015 IGA for the Financing of Public Health Services, Agreement #142023, and authorize Judge Tallman to sign on behalf of the County. Commissioner Grieb seconded. Unanimous approval.

Personal/Professional Services Contract with Andy Ashbeck Trucking, LLC

On the recommendation of Public Works, Commissioner Rea moved to approve the Morrow County Personal/Professional Services Contract with Andy Ashbeck Trucking, LLC. Commissioner Grieb seconded. Unanimous approval.

Correspondence Reviewed

- Notices of Public Hearings to consider a moratorium that would prohibit medical marijuana facilities in Morrow County or any of its incorporated Cities and Towns.

Department Report

Planning Update

Carla McLane, Planning Director

Ms. McLane presented a plat for signatures to accept a road dedication. Planning Staff, the Surveyor, and the Assessor, all worked with Terry Thompson on completing this large project. It included five property line adjustments, culminating in this Partition Plat, she said.

Commissioner Rea moved to approve the County Court signatures on the Gwendolyn E. Thompson Estate Land Partition No. 2014-_____, situated in Sections 25 and 36, Township 3 South, Range 26 East, W.M., Sections 3 and 31, Township 3 South, Range 27 East, W.M., Section 1, South Range 24 east, W.M., Morrow County Oregon. Commissioner Grieb seconded. Unanimous approval.

Ms. McLane discussed:

- A Resolution by the Coos County Commission – “In the Matter of Encouraging Congress to Enact Legislation to Allow Counties to Change, Amend, and Correct Flood Insurance Rate Maps”
- The Department of Environmental Quality Onsite Program 2013 Legislative Session Budget Note Workgroup, Final Report

New Business

Military Airspace Advisory Committee (MAAC) White Paper on airspace issues

MAAC Members:

Rick McArdle, Navy, Whidbey Island

Larry Lindsay, Landowner

Bob Guertin, Developer

Jake Madison, Landowner

Jerry Reitmann, Landowner

Barry Beyeler, City of Boradman

Ms. McLane wanted to acknowledge the past participation on the committee by Nate Rivera, representing Umatilla Electric Cooperative. He is now working for the City of Hermiston and has been replaced on the committee by Steve Meyers, UEC Member Services Administrator.

Ms. McLane said MAAC has been meeting for a year and wants to present to the County Court its findings, to date, and what it sees as the next steps. She discussed the draft White Paper, particularly pages 11 and 24. Page 11 explains “The conundrum to be addressed – Bottom line – where does private property end and airspace begin? And whose airspace? Commercial flight? Airport considerations? Military operations?...” Page 24 outlines the Conclusions – “The Military Airspace Advisory Committee agrees that R-5701 has value as a military training area and that the wind resource under R-5701 has value to developers and landowners. Other considerations include economic development which could include transmission lines, new agricultural technology and crop, and other investment. At play are national security concerns;

Cyde Marie Estes, Morrow County Unified Recreation District
Mike Gorman, Assessor/Tax Collector
Dan Grigg, Morrow County Health District
Eileen Hendricks, Port of Morrow
Larry Mills, Morrow County Health District
Lisa Mittelsdorf, Port of Morrow
Karen Pettigrew, City of Boardman
Marsha Richmond, Oregon Trail Library District
Marc Rogelstad, Boardman Rural Fire Protection District/Radio & Data District
Don Russell, Port of Morrow Commissioner, Morrow County Commissioner candidate

Judge Tallman reconvened the County Court meeting at 1:32 p.m. and said he is convening the Public Hearing for the Special Taxing Districts as it relates to the Carty SIP. He said last year's meeting of this group decided to meet after funds had actually been received and we are now looking at how to distribute the \$500,000 to the local taxing districts. He went on to say the School District has received clarification on the question of whether or not it could receive SIP funds without impacting its share of funding from the State, and asked Mr. Dirksen to explain. Mr. Dirksen said the District contacted the Oregon Department of Education, and was told SIP money received is not considered local revenue.

Judge Tallman asked the representatives of the taxing districts if they had any comments about how the group should proceed with determining distribution. Mr. Carlson asked to know the County's position. Judge Tallman said the Commissioners have not formally discussed the matter. Commissioner Rea offered her opinion, saying since the group last met, the Commissioners have done a great deal of long range planning, and as a result, she said she feels the County has adequate funding from other sources and would be agreeable to allowing the special districts to share, percentage-wise, leaving the County out of the formula.

Commissioner Grieb said he has come to the same conclusion, things are different now, financially.

Judge Tallman agreed with his fellow Commissioners, adding there are other places the County can find ~~find~~ funding...we don't feel we need to be a part of this distribution.

Ms. Mittelsdorf asked if the County has made a decision on the \$1.9 million it anticipates from the project. Judge Tallman and Commissioner Rea said no, the County has not because the project has not been completed and we are not assured the funding will be there. They further explained the County took the same approach with Shepherds Flat fees. Ms. Mittelsdorf asked wouldn't that be part of your long range planning process. Commissioner Rea said yes, however, it is factored in years into the future. Judge Tallman said we don't think it's prudent to suggest where to spend money we don't have. Commissioner Rea said some long range planning funds have come from wind money, not the Carty Project. We have blank spots in long range planning for the anticipation of the Carty Project, she said. Judge Tallman said until the Carty Project plugs into the electric grid, there is nothing certain about the County receiving that funding. Discussion ensued concerning when the project may be online.

Mr. Carlson brought the discussion back to the basic issue of whether or not the schools and BMCC will share in the distribution. Discussions. Ms. Estes said the SIP money is intended to help support special districts, and the Rec. District has been supportive of schools, but with the possibility of the Coal Fire Plant shutting down, and the subsequent loss of revenue to the County, the schools will still be able to rely on their funding formulas from other sources...we need to consider how to protect the revenue sources for the special districts.

Mr. Rogelstad said growth has hit the Rural Fire Protection District hard and he envisions losing volunteers and needing to hire staff to provide necessary protection. I'm in agreement with Ms. Estes, understanding the school district gets money for students through the State.

Ms. Estes said the Recreation District Board discussed several options and is not opposed to another alternative, especially since the County has been so gracious.

Mr. Carlson asked if the group would consider giving the school district a lesser amount as opposed to what is called for in the distribution formula (50%). He suggested \$100,000. Discussion.

Mr. Carlson moved to allocate \$100,000 to the Morrow County School District and the balance distributed among the Special Districts based on percentages listed in the taxing authority. Ms. Hendricks seconded.

Ms. Estes asked Mr. Gorman if the funding projection over 15 years declines or not. Discussion as to how to adequately phrase the motion.

Mr. Carlson amended his previous motion to state: Twenty percent (20%) of the Community Service Fee (instead of \$100,000) to Morrow County School District and the balance distributed pro-rata to the Special Districts based on percentages listed in the taxing authority. Ms. Hendricks seconded.

Commissioner Rea suggested wording should be inserted specifying Special Districts existing as of this date. Discussion. Ms. Estes said "pro-rata" means tax rate at the time. Mr. Swinburnson agreed.

A roll call vote on the amended motion was taken:

<i>Health District</i>	<i>Yes</i>
<i>Port of Morrow</i>	<i>Yes</i>
<i>Recreation District</i>	<i>Yes</i>
<i>Rural Fire Protection District</i>	<i>Yes</i>
<i>N. Morrow Vector Control</i>	<i>Yes</i>
<i>Oregon Trail Library District</i>	<i>Yes</i>
<i>Radio & Data District</i>	<i>Yes</i>

Amended motion passed unanimously.

Further discussion of Commission Rea's suggestion to specify language to districts existing at this time. Discussion. Mr. Swinburnson said what will stand is the motion. Judge Tallman said clarifying language should be included to reflect the intentions of the group. Discussion. Mr.

Carlson said he is not in favor of further amending the motion and called for a question on the motion.

Judge Tallman said the question is called to vote on the motion as amended –

Mr. Carlson moved to allocate twenty percent (20%) of the Community Service Fee (instead of \$100,000) to Morrow County School District and the balance distributed pro-rata to the Special Districts based on the percentages listed in the taxing authority. Ms. Hendricks seconded.

A roll call vote was taken:

<i>Health District</i>	<i>Yes</i>
<i>Port of Morrow</i>	<i>Yes</i>
<i>Recreation District</i>	<i>Yes</i>
<i>Rural Fire Protection District</i>	<i>Yes</i>
<i>N. Morrow Vector Control</i>	<i>Yes</i>
<i>Oregon Trail Library District</i>	<i>Yes</i>
<i>Radio & Data District</i>	<i>Yes</i>

Motion passed unanimously.

Mr. Dirksen said he appreciated the consideration given by the group and its cooperation.

Mr. Swinburnson said he would draw up the agreement and send it to Mr. Gorman to distribute for signature.

Public Hearing closed at 2:29 p.m.

Miscellaneous

Ms. Wolff said new information received indicates the trucks with the furnishings from State surplus will arrive Tuesday and Wednesday of next week. She said it was suggested cardboard be placed on the floors at both locations where the furnishings will be stored to protect the floors and act as a moisture barrier. Ms. Wolff said the estimate for one building was \$500, so the two buildings may be up to \$800. She asked if the Commissioners wanted to authorize the expenditure.

Commissioner Rea moved to authorize spending up to \$800 on cardboard to protect the floors and serve as a moisture barrier at the Gilliam-Bisbee Building and the Lexington School Gymnasium while the furnishings for the new Administration Building are stored at these locations. Commissioner Grieb seconded. Unanimous approval.

Commissioner Reports

Judge Tallman said previous Long Range Planning included discussions on additional paving at the Fairgrounds, so he has asked Mr. O'Brien to present an estimate with Public Works providing labor and materials. Commissioner Grieb said he agrees with the idea, if the amount is not prohibitive. Commissioner Rea asked that flooding issues be taken into consideration when adding asphalt – such as channeling water appropriately using diversion bumps.

Judge Tallman also reported Fair sponsorship money is already ahead of last year's amount.

Adjourn – 3:00 p.m.

April 9, 2014

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