

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 13, 2019 at 9:00 a.m.

**Irrigon Branch of the Oregon Trail Library District, Community Room
490 N.E. Main Ave., Irrigon, Oregon**

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated March 14th
 - b. Minutes: February 13th
 - c. Oregon Health Authority Agreement #153133, Amendment 5 - Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services
- 5. Legislative Updates**
- 6. Business Items**
 - a. Appointment Requests: The Loop – Morrow County Transportation, Statewide Transportation Improvement Fund Committee (Anita Pranger, Coordinator)
 - b. Purchase Pre-Authorization Request, Public Works, 2005 Etnyre Chip Spreader, \$75,000 (Matt Scrivner, Public Works Director)
 - c. ORD-2019-3 – Amending Morrow County Code, Chapter 8.08 – Utility Permit Authority (Darrell Green, Administrator; Richard Tovey, County Counsel)
 - d. Cap & Trade Comment Letter (Commissioner Don Russell)
 - e. Progressive Design-Build Consultant Budget & Agreement (Darrell Green)
 - f. Discussion - Environmental Health (On-Site Sewage Systems) Partnership with Umatilla County (Carla McLane, Planning Director)
 - g. Discussion - Code Enforcement Ordinance Draft (Carla McLane)
 - h. Draft Environmental Assessment for Willow Creek Arm Easement Renewal – Comment Letter (Carla McLane)
- 7. Department Reports**
 - a. Planning Department Monthly Report (Carla McLane)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Executive Session:** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations
- 11. Signing of documents**
- 12. 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 Lutchter at (541) 676-5613.

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

**Board of Commissioners Meeting Minutes
February 13, 2019
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon**

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell Green, Administrator

Kate Knop, Finance Director

Richard Tovey, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:01 a.m.

City & Citizen Comments: Irrigon City Manager Aaron Palmquist said the City appreciated working with Morrow County Public Works on plowing roads and to please convey that to the Road Crew.

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable, February 14th, \$104,108.19; Retirement Taxes, February 4th, \$19,565.41*
2. *Minutes: January 9th*
3. *Sixth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #153133; modification of Service Element #28 which covers Residential Treatment Services for clients at Columbia River Ranch, total amount \$7,755.08; and authorize Chair Doherty to sign on behalf of the County.*
4. *Oregon Department of Human Services Intergovernmental Grant Agreement #148077 for the Financing of Community Developmental Disability Services, Amendments 4 & 5, and authorize Chair Doherty to sign on behalf of the County.*
5. *Resolution No. R-2019-4 – In the Matter of Amending Resolution No. R-2018-24 (Relinquishing Title to the Gilliam-Bisbee Building to the Heppner Community Foundation). R-2019-4 allows the County to forgo the escrow process since work on code items has been completed or bid out and scheduled.*
6. *Resolution No. R-2019-3 – In the Matter of Real Property Owned by Morrow County. The legal description for a County-owned foreclosed property at 640 Elder Street, Heppner, included a portion of the neighboring tax lot. This Resolution corrects the legal description. The associated Quitclaim Deed conveys the property to the correct owner, Mark A. Koumentis.*
7. *Purchase Pre-Authorization Request, Public Works, 2008 Ford F550, \$20,000; and authorize Chair Doherty to sign on behalf of the County.*

Commissioner Lindsay seconded. Unanimous approval.

Legislative Updates

Planning Director Carla McLane submitted Legislative Update forms for House Bills 2322, 2329, 2435 and Senate Bills 88, 408 and 449. The Board opted to discuss them during Ms. McLane's Update later in the meeting.

Business Items

Independent Audit Corrective Action Plan

Kate Knop, Finance Director

Ms. Knop explained the Oregon Secretary of State requires a Corrective Action Plan when there is a finding in the independent audit. The auditors identified a significant deficiency in the June 30, 2018 audit report as, "All bank and investment accounts appear to have been reconciled in a timely fashion, but not all account reconciliations were reviewed by a second party."

Ms. Knop said the proposed Corrective Action Plan reflects the County's hiring of a Staff Accountant in September to perform all bank account reconciliations that will be reviewed by the Finance Director in a timely fashion. This is a new process that has historically been the sole responsibility of the Treasurer.

Commissioner Russell asked Ms. Knop for her recommendation as to who should serve on the Audit Committee being proposed by the County.

She suggested Certified Public Accounts with municipality experience in Morrow County, and some of our agency partners. For example, she said the Treasurer works with agency funds and it's in the best interest of those agencies to have a clean audit.

Commissioner Russell moved to approve the Corrective Action Plan by the Finance Director and authorize Chair Doherty and the Finance Director to sign on behalf of the County.

Commissioner Lindsay seconded. Unanimous approval.

Frontage Lane Right-of-Way Discussion

Matt Scrivner, Public Works Director

Mr. Scrivner explained he received a letter from AgriNorthwest proposing to purchase 1.9 acres of County right-of-way off Frontage Lane to install a center-pivot. The letter stated AgriNorthwest would also consider a land exchange for property they own adjacent to the Pole Line Road and Frontage Lane intersection, where the County anticipates future improvements. After discussion, the Board directed Mr. Scrivner to work with County Counsel to evaluate the pros and cons of several scenarios. Chair Doherty advised Mr. Scrivner to not be rushed or hurried because of someone else's time challenges. He said he's made this same comment in the past regarding requests from Departments within the County and the same holds true for outside entities, as well.

Road Use Agreement

Mr. Scrivner

Carla McLane, Planning Director

Mr. Scrivner provided an update on the Road Use Agreement negotiations with Vadata (Amazon) for the use of Olson Road. He said the agreement Morrow County submitted was returned by Vadata with numerous revisions. Mr. Scrivner said County Counsel Justin Nelson commented he disliked every revision, and added unless Vadata had strong reasons for the revisions, then he didn't see why the County would change anything. Mr. Scrivner said he was taken aback by the changes and could agree to only a few minor things. After reviewing a few of the changes in detail, Mr. Scrivner said a face-to-face meeting with Vadata is needed, and he suggested it also include Mr. Green and Mr. Nelson. The Board agreed a meeting should take place in order to obtain clarification on the changes made by Vadata.

Additional discussion points:

- Commissioner Russell said Amazon planned to start work at the site today but they lack the necessary building permit. He explained the order of events prior to granting a building permit: a Road Agreement needs to be in place; access point is approved; address is issued. Amazon needs to help the County out on this, he said, because they haven't sent in the application for an address yet.
- Chair Doherty said the Planning Department needs to be brought in for a broader discussion with the other entities regarding transportation documents; those being the Morrow County Transportation System Plan (TSP-MC); City of Boardman Transportation System Plan (TSP-B); City of Boardman Interchange Area Management Plan (IAMP-B); and the Port of Morrow Interchange Area Management Plan (IAMP-POM).
- Commissioner Lindsay said a special meeting could be convened in the event Amazon signs the agreement.
- Ms. McLane said in order to be proactive for anticipated future development, she would like to initiate conversations with her counterparts at the City of Boardman and Port of Morrow regarding transportation planning documents (TSP-MC, TSP-B, IAMP-B, IAMP-POM) and asked for direction from the Board. Chair Doherty stated this would fall under the normal auspices of the Planning Department and she should use this as a catalyst to expedite those meetings.
- Mr. Scrivner brought up pending permits for fiber installation to the proposed facility. He said there are 48 lines going down three County roads that also have to be managed.
- Blake Lawrence, Windwave Chief Executive Officer/General Manager, discussed the permits Mr. Scrivner referenced. Mr. Green said Mr. Lawrence's comments are welcome, but permits are part of the discussion that will take place during the afternoon Work Session.
- Commissioner Lindsay said high-level conversations are needed and perhaps Chair Doherty could ask that a City-County-Port meeting take place.
- The Commissioners commented they want the Vadata project to come to fruition, however, County processes are in place for valid reasons. There was also discussion

about the need for upfront, open communication so the County can be brought on-board early to assist everyone through those processes.

Commissioner Russell moved to sign the original Road Use Agreement submitted to Vadata and forward it to them for signature. Commissioner Lindsay said she hesitated to register a no vote because she wasn't opposing getting the contract to them, but opposed signing something they've already torn apart. Commissioner Lindsay seconded. Discussion: Chair Doherty said he'd probably be a no and would suggest a few minor changes, but tell Vadata we'd consider, or are comfortable with the original Road Use Agreement. Mr. Scrivner said he would contact Port and Vadata representatives. Commissioner Lindsay asked if Vadata has signed-off on the Columbia River Enterprise Zone (CREZ) II agreement yet. Commissioner Russell said if they don't sign it, they would have to pay property taxes. He said it doesn't bother him at all because there are a lot of downsides to not signing. Commissioner Lindsay said she didn't want her vote to show a lack of willingness to get together very quickly after they sign something but she didn't think an upfront approach was best. Commissioner Russell said if they sign, we'd sign, we're just doing it in reverse order. Chair Doherty said he was comfortable with letting the record reflect that had Vadata signed it, the consensus is the Board would have signed it. Vote – Aye: Commissioner Russell. Nay: Chair Doherty, Commissioner Lindsay. Motion failed.

Mr. Green said Mr. Scrivner will make the minor changes, talk to Ryan Neal and Mark Patton at the Port of Morrow, and send the document to Vadata.

Chair Doherty said he would reach out to our partners and request a City-County-Port meeting.

Break: 10:28–10:36 a.m.

Department Reports

Planning Update

Ms. McLane summarized the Legislative Update items she submitted and then reviewed her monthly report. Ms. McLane also discussed a memo she prepared as part of the materials for the February 12th Compensation Board meeting. The memo, requested by Human Resources Director Karmen Carlson, contained facts and statistics on growth in the County.

Veterans Services Quarterly Report

Linda Skendzel, Veterans Services Officer

Ms. Skendzel highlighted the following:

- The Veterans Office donated items for the recent Heppner Town & Country event and the upcoming Boardman Chamber of Commerce Dinner. Items included raffle prizes and dinner tickets for veterans.
- Friday, March 29th is National Vietnam War Veterans Day and Ms. Skendzel is organizing a community dinner in Irrigon.
- Friday, August 16th will be Veterans Day at the Morrow County Fair. Ms. Skendzel said her office will host the greased pig contest.

- A focus group of veterans has been formed for several purposes: to learn their concerns about things at the County, State and Federal levels; to help share information and spread the word about available services for veterans; and provide an opportunity for them to get to know one another. The group meets in the north end of the County, but Ms. Skendzel said she would like to offer the same in south County.
- Ms. Skendzel is working on a veterans photo project that will be displayed at the annual Veterans Day program at Heppner High School. She said she plans to display the photos in the new building in Irrigon, when it is completed.

Commissioner Reports

- Commissioner Russell attended the Special Districts Association of Oregon annual meeting. Each year that organization recognizes six people statewide, and two of those were recognized for their dedicated service to Morrow County. They were Larry Lindsay for 52 years as a Port of Morrow Commissioner, and Gary Neal for serving as POM General Manager for 30 years. He also reviewed his upcoming meeting schedule. Commissioner Russell then discussed the press release about plans by PGE and NextEra Energy Resources to construct a new energy facility in eastern Oregon that combines wind, solar and battery storage, also known as the Wheatridge Renewable Energy Facility.
- Commissioner Lindsay attended a Court Security meeting where she provided an update on the funding request she submitted to the State for Courthouse improvements. She said that program is still in the Governor's budget so the request is moving forward. On the efforts to secure additional funding for County fairs, Commissioner Lindsay said she's been working with Commissioner Todd Nash, Wallowa County, and it now has the support of the Association of Oregon Counties. She has been invited to testify on behalf of that proposal.
- Chair Doherty chaired the recent meeting of the North East Area Commission on Transportation, where he said it's important to stay actively involved. NEACT takes in all forms of transportation, including airports, so it can provide access to funding sources not generally known, he said. Chair Doherty also said he attended the Community Renewable Energy Association (CREA) meeting for Commissioner Russell, but questions concerning some of the legislative bills CREA sponsors were set aside until Commissioner Russell returns, as he is the current Chair of CREA's Executive Board. Commissioner Russell then conveyed a conversation with Brian Skeahan, CREA Managing Director, about the process CREA undertakes to determine whether or not it sponsors a particular piece of legislation. CREA does not take a vote of the Executive Board and Commissioner Russell said he was "flabbergasted" by that and plans to talk about it at the next meeting. Commissioner Lindsay said she was surprised when she heard about some of the bills CREA sponsors because Commissioner Russell had not reported on those. He said it's because he did not know about them. Chair Doherty said the State has a great economy and "we turned this blue state green out here...and we take 100% of metro's solid waste and now they want to saddle us with carbon challenges for

farmers and ranchers and other businesses and they want to tax us to boot. It's frustrating."

Signing of documents

Adjourned: 11:51 a.m.



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

(For BOC Use)
Item #
4c

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

Staff Contact: Kate Knop

Department: Finance

Short Title of Agenda Item:

(No acronyms please)

Phone Number (Ext): (541) 676-5615 ext 5302

Requested Agenda Date: 03/13/2019

Oregon Health Authority Agreement # 153133, Amendment # 5.

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health Authority**

Contractor/Entity Address:

Effective Dates – From: **September 1, 2018**

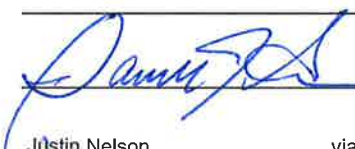

Through: **June 30, 2019**

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	Department Head	Required for all BOC meetings
	DATE 3/14/19	
Justin Nelson	Admin. Officer/BOC Office	Required for all BOC meetings
_____	County Counsel	*Required for all legal documents
via email 03/06/2019		
	DATE 3/6/19	
_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	Human Resources	*If appropriate
DATE _____		

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Oregon Health Authority (OHA) issued Amendment # 5 to the original contract #153133, for the financing of Community Mental Health, Substance Use Disorders, and Problem Gambling. Amendment # 5 was issued by OHA on 05/11/2018, this agreement shall become effective on September 1, 2018, once signed, and will terminate on June 30, 2019.

The main purpose of this agreement is to add Exhibit B-3 "Access agreement for use of OHA Systems" and begins on page 174 of this amendment. If the County opted to request access to the State system, then the forms shown within the Exhibit would be required to be submitted before such access would be granted. Online access is not mandated at this time.

2. FISCAL IMPACT:

This amendment does not make any fiscal changes to the original agreement.

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

Motion to authorize Chair Doherty to sign OHA Agreement #153133, Amendment #5 on behalf of the County.

☒ Attach additional background documentation as needed.



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

**FIFTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING
OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE DISORDERS,
AND PROBLEM GAMBLING SERVICES AGREEMENT #153133**

This Fifth Amendment to Oregon Health Authority 2017-19 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services effective as of July 1, 2017 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon, acting by and through its Oregon Health Authority ("OHA"), and **Morrow County**("County").

RECITALS

WHEREAS, OHA and County wish to modify and restate Exhibit A, "Definitions," Exhibit B-1, "Service Descriptions," Exhibit B-2, "Specialized Service Requirements," Exhibit D, "Special Terms and Conditions," Exhibit E, "General Terms and Conditions," Exhibit F, "Standard Terms and Conditions," Exhibit G, "Required Federal Terms and Conditions," Exhibit H, "Required Provider Contract Provisions," Exhibit I, "Provider Insurance Requirements," and Exhibit J, "Startup Procedures;" and

WHEREAS, OHA and County wish to add as a new Exhibit B-3, "Access Agreement for Use of OHA Systems."

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

AGREEMENT

1. **Effective Date and Duration.** This Amendment shall become effective on September 1, 2018. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019.
2. This Agreement is hereby amended and restated as follows:
 - a. **Exhibit A, "Definitions,"** is hereby amended and restated in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
 - b. **Exhibit B-1, "Service Descriptions,"** is hereby amended and restated in its entirety as set forth in Exhibit B-1, attached hereto and incorporated herein by this reference.

- c. **Exhibit B-2, “Specialized Service Requirements,”** is hereby amended and restated in its entirety as set forth in Exhibit B-2, attached hereto and incorporated herein by this reference.
 - d. **Exhibit D, “Special Terms and Conditions,”** is hereby amended and restated in its entirety as set forth in Exhibit D, attached hereto and incorporated herein by this reference.
 - e. **Exhibit E, “General Terms and Conditions,”** is hereby amended and restated in its entirety as set forth in Exhibit E, attached hereto and incorporated herein by this reference.
 - f. **Exhibit F, “Standard Terms and Conditions,”** is hereby amended and restated in its entirety as set forth in Exhibit F, attached hereto and incorporated herein by this reference.
 - g. **Exhibit G, “Required Federal Terms and Conditions,”** is hereby amended and restated in its entirety as set forth in Exhibit G, attached hereto and incorporated herein by this reference.
 - h. **Exhibit H, “Required Provider Contract Provisions,”** is hereby amended and restated in its entirety as set forth in Exhibit H, attached hereto and incorporated herein by this reference.
 - i. **Exhibit I, “Provider Insurance Requirements,”** is hereby amended and restated in its entirety as set forth in Exhibit I, attached hereto and incorporated herein by this reference.
 - j. **Exhibit J, “Startup Procedures,”** is hereby amended and restated in its entirety as set forth in Exhibit J, attached hereto and incorporated herein by this reference.
- 3. This Agreement is further amended to add, as a new **Exhibit B-3, “Access Agreement for Use of OHA Systems,”** attached hereto and incorporated herein by this reference.
 - 4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
 - 5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
 - 6. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
 - 7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

8. Signatures.

Morrow County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, on August 23, 2018; email in Contract file.

OHA Program:

Approved by Sheryl Derting on August 28, 2018; email in Contract file.

**2017-2019 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, SUBSTANCE USE
DISORDERS, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-3
ACCESS AGREEMENT FOR USE OF OHA SYSTEMS**

1. PURPOSE

This Exhibit B-3 (“Exhibit”) defines the roles and responsibilities of the County and OHA and identifies the Access and Information Assets to be utilized by County when accessing Network and Information Systems of OHA as a condition of providing Services under the Agreement.

2. DEFINITIONS

- a. **“Access”** means the ability or the means necessary to read, communicate, or otherwise use any OHA Information Asset.
- b. **“Client Record(s)”** means any Individual, applicant, or participant information, regardless of the media or source, provided by OHA to County or exchanged between the Parties.
- c. **“Incident”** means the attempted or successful unauthorized Access, use, disclosure, modification, or destruction of any Network and Information System or OHA Information Asset including, but not limited to, unauthorized disclosure of information; failure to protect User’s identification (ID) provided by OHA; or, theft of computer equipment that uses or stores any OHA Information Asset.
- d. **“Individual User Profile (IUP)”** refers to the OHA form used to authorize a User, identify their job assignment, and the required Access to OHA Network and Information System(s). It generates a unique alpha/numeric code used to Access the OHA Network and Information Systems.
- e. **“Information Asset(s)”** refers to all information provided through OHA, regardless of the source, which requires measures for security and privacy.
- f. **“Network and Information System(s)”** means OHA’s and State of Oregon’s computer infrastructure which provides personal communications, Client Records, and other sensitive Information Assets; regional, wide area, and local networks; and the internetworking of various types of networks.
- g. **“User”** means any individual authorized by OHA to Access Network and Information Systems and who has an assigned unique log-on identifier.

3. RESERVATION OF RIGHTS/TERMINATION

- a. Access may be terminated at any time by mutual consent of the parties.
- b. Access may be terminated by either party upon delivery of 30-days written notice to the other party.
- c. OHA may terminate Access immediately upon written notice to County if Access by the County or its Providers is no longer needed.
- d. OHA reserves the right to immediately suspend or revoke Access granted under this Exhibit for County’s or any Provider’s failure to comply with the requirements of this Exhibit.

- e. OHA reserves the right to terminate or modify Access to the Network and Information System(s) or Information Assets if there are changes or revised interpretations in federal or state laws, rules, or regulations, or if either party has changes in policies that require such change.
- f. County agrees to provide OHA access to County's officers, agents, contractors, subcontractors, employees, facilities, and records as necessary for OHA to determine:
 - (1) County's or User's compliance with the terms and conditions of this Exhibit;
 - (2) Whether or not to continue to grant Access, in whole or in part, under this Exhibit;
 - (3) Any additional information OHA may require to meet any state or federal laws, rules, or regulations regarding use and disclosure; and
 - (4) County's documentation of a written security risk management plan.
- g. In the event County or its Providers fails to abide with the above requirements, OHA reserves the right to immediately revoke, in whole or in part, Access granted through this Exhibit.

4. INDEMNITY/INSURANCE

- a. County and its Providers shall defend, save, hold harmless, and indemnify the State of Oregon and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Providers, County, or their officers, employees, subcontractors, or agents under this Exhibit.
- b. The parties shall be responsible exclusively with respect to their own employees, for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and any pension or retirement benefits contributions. Each party shall be responsible to the other to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions, or negligence of its own officers, employees, or agents.
- c. County and its Providers shall, upon request of OHA, show proof of General Liability insurance with a combined single limit or the equivalent of not less than \$1,000,000 each occurrence. It shall include contractual liability coverage for the indemnity provided under this Exhibit. It shall provide that the State of Oregon, the Oregon Health Authority and its divisions, officers and employees are Additional Insureds but only with respect to the County's and its Provider's services to be provided under this Exhibit.

5. ACCESS CONTROL

- a. If required for Access, OHA agrees to promptly review IUP requests and will:
 - (1) Notify the County of the approval or denial of its request for each User for whom Access has been requested;
 - (2) Provide any unique log-on identifier(s) required for approved Access; and
 - (3) Provide to County any updates to approved inquiry processes and instructions.
- b. County agrees to complete any forms as OHA may require (such as the IUP) for each person for whom Access is requested. The original shall be kept in a secure location. The form shall be provided to OHA upon request.

- c. No User shall access data for any purposes other than those specifically authorized under this Exhibit.
- d. Except as otherwise specified or approved by OHA, neither the County nor its User(s) shall modify, alter, delete, or destroy any Information Asset(s) or Network and Information System(s).
- e. The County shall immediately notify OHA when the County or its Users no longer require Access, whether due to changes in their individual's duties or changes in the County's programs covered under the Agreement.
- f. County must submit a revised "Third Party Information System Access Request" form (Form MSC 0785), located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>, to request changes to User Access. A sample of the form is attached at the end of this Exhibit. OHA shall review the request and, if approved, the Access will be revised accordingly.

g. User Requests/Access Authorization Contacts

County: NAME OF COUNTY
Attn: USER REQUESTS CONTACT
 STREET ADDRESS
 CITY, STATE, AND ZIP
 Phone number:
 Email address:

OHA: NAME OF DIVISION
Attn: ACCESS AUTHORIZATION CONTACT
 STREET ADDRESS
 CITY, STATE, AND ZIP
 Phone number:
 Email address:

6. CONFIDENTIALITY OF CLIENT RECORDS AND INFORMATION

- a. All information as to personal facts and circumstances obtained by the County on Individuals or in Client Records shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Individual, their guardian or the responsible parent, when the Individual is a minor child, or as required by other terms of the Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular Individuals.
- b. The use or disclosure of information concerning clients or Client Records shall be limited to persons directly connected with the administration of the Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County, and any subcontractor or Provider will share information as necessary to effectively serve OHA clients.

7. SECURITY

- a. The County shall have established privacy and security measures in place that meet or exceed the standards set in laws, rules, and regulations, and that are applicable to Users regarding the safeguarding, security, and privacy of Individuals and Client Records, all Information Assets regardless of the media, and all Network and Information Systems.

- b. The County shall prevent any unauthorized Access to the OHA Network and Information Systems by its Users and shall implement safeguards to prevent unauthorized Access.
- c. The County shall provide the level of security and privacy protection required in accordance with the Agreement and this Exhibit is documented in a written security risk management plan. The County shall make its written security risk management plan available to OHA for review, upon request.
- d. The County shall maintain security of equipment and establish best-practices for the proper handling, storage, and disposal of all Information Assets and Client Records Accessed, obtained, or reproduced to prevent inadvertent destruction or loss, and to provide proper disposal when the authorized use of that information ends, consistent with the record retention requirements otherwise applicable to the Agreement.

8. HIPAA/HITECH COMPLIANCE.

- a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. County's failure to comply with these requirements shall constitute a default under this Agreement.
 - (1) **Consultation and Testing.** If County reasonably believes that the County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the OHA Information Security Office. County or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
 - (2) **Data Transactions Systems.** If County intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.
- b. County agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. County further agrees that they shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.

9. USER RESPONSIBILITY/DISCLOSURE OF INFORMATION

- a. Wrongful use or disclosure of Information Assets or Client Records by the County or its Users may cause the immediate revocation of Access, at the sole discretion of OHA. OHA may specify a reasonable opportunity for the County to cure the unauthorized use or disclosure and end the violation or OHA may terminate Access if the County does not cure the violation within the time specified by OHA. OHA may also take legal action(s) for violations of applicable regulations, rules and laws.

- b. The County shall immediately report any Incidents involving Access addressed in this Exhibit to OHA. The County shall comply, and shall cause its Providers and subcontractors to comply, with any requirements for identifying and addressing a privacy or security Incident. This requirement applies regardless of whether the Incident was accidental or otherwise.
- c. The County and its Users shall comply with all federal and state laws, rules, and regulations applicable to the privacy, confidentiality, or security of the Access, including HIPAA and HITECH, as well as the applicable laws governing access to the Network and Information Systems. The County shall have established privacy and security measures in place that meet or exceed the standards set in OAR 943-014-0300 through OAR 943-014-0320.
- d. The use and disclosure of any Access or Client Record is strictly limited to the minimum information necessary to perform the required Services.
- e. County shall not make any root level changes to the Network and Information System(s).

10. SUBCONTRACTING

County shall require that all Providers and subcontractors are held to the same requirements as the County regarding Access, including the terms and conditions of this Exhibit.

11. COSTS

Costs related to the acquisition of all County equipment, software, data lines, or connections necessary to provide County or its Users with Access are the sole responsibility of the County, unless otherwise agreed to by written contract or agreement entered into between the parties hereto. Each party to the Agreement will bear their own cost, if any, related to obtaining or providing Access.

12. MISCELLANEOUS

- a. Survival. The respective obligations of County and OHA under this Exhibit shall survive termination or expiration of this Agreement.
- b. Interpretation: Any ambiguity in this Exhibit shall be resolved to permit OHA to comply with any applicable privacy or security laws.
- c. Waiver: No provision of this Exhibit may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision of this Exhibit shall not be construed as a waiver of any other term or provision of this Exhibit or the Agreement.

**SAMPLE THIRD PARTY INFORMATION SYSTEM ACCESS
REQUEST FORM (MSC 0785)**



SHARED SERVICES
Information Security and Privacy Office



Third Party Information System Access Request

An OHA or DHS program uses this form to request access for a third party entity* (*organization or individual*) to data within an OHA or DHS information system or network. It will be attached with the access agreement between OHA or DHS and the third party.

*Please note that only one form is needed per entity.

Request type (<i>choose one</i>): <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Agreement number (<i>for ISPO use</i>): <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
--	--

Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/ OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third party agreement administrator contact information
(*This individual signs the contracts for the third party*):

a. Organization/entity name:	
b. Contact name (<i>first, last</i>):	
c. Position/title:	
d. Work street address: City, State, ZIP:	
e. Phone:	
f. Email:	
g. Website address:	

Third party technical contact or system administrator information, if applicable (*This individual will be the contact for setting up or terminating users for the third party*):

Contact name (<i>first, last</i>):	
Position/title:	
Phone:	
Email:	
Role (<i>check all that apply</i>):	<input type="checkbox"/> System administrator <input type="checkbox"/> Technical contact
Local technical support hours (<i>7 days X 24 hours, 8 to 5, etc.</i>):	

Section 2. Governing contract details

Complete all fields that apply to the contract that governs access. Provide an electronic copy of all applicable contracts.

Contract information:		Expiration date:
a. Contract number:		
b. Data use agreement:		
c. Memorandum of understanding:		
d. Other contract (if applicable):		
Note who will complete background checks for vendor employees before access is requested: <input type="checkbox"/> Third party <input type="checkbox"/> DHS or OHA program		

Section 3. Access description

Reason for access: Describe in detail the business need for access.

Method of access: Check all methods the third party will use to access DHS/OHA information systems.

- ☐ DHS/OHA on-site
☐ Remote access via VPN
☐ Remote access via Citrix
☐ Access to folder on Secure File Transfer Protocol (SFTP) server
☐ Other (explain):

Access and information flow will occur from (choose one):

Information type:

Will information being shared or accessed be de-identified? ☐ Yes ☐ No

If the answer above is no, check below what protected information will be shared or accessed?

- ☐ Protected health information (PHI) ☐ Personally identifiable information (PII)
☐ Financial information ☐ Federal tax information (FTI) ☐ Other (list below):
☐ Criminal justice information (CJI) ☐ Payment card information (PCI)

Requested access start date:

Scope of access: List all system names the third party needs to access. (This form authorizes access for the third party organization as a whole. A partner number (P#) and a network login is needed to access the following information systems. The system-specific individual user profile (IUP) forms must be used to request access for individual third party employees using the system.)

- ☐ **Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed IUP for each individual.

- ☐ **Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed IUP for each individual.

Name of system:

Type of access requested (Choose one)

Description of any existing access:

Frequency of access:

Expiration date of access:

Information owner review:

Name of reviewer: Review date:

Access determination:

Role or group assigned (if applicable):

☐ Access granted as requested

☐ Access granted with modifications as noted:

☐ Access denied:

Please use the "Add" button to request access for more than one information system.

Add section

Delete section

Section 4. Program sponsor

This is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. *(Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.)*

Verification of need to know:

☐ As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access.

Date:

Name (first, last):	<input type="text"/>
Position/title:	<input type="text"/>
Office:	<input type="text"/>
Program:	<input type="text"/>
District name:	<input type="text"/>
Phone (include ext.):	<input type="text"/>
Email:	<input type="text"/>

Section 5. Program requestor

The requestor is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

☐ Check this box and skip to section 6 if the program requestor is also the program sponsor.

Name (first, last):	
Position/title:	
Office:	
Program:	
District name:	
Phone (include ext.):	
Email:	

Send the completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office: DHSOHA.InfoEx@state.or.us.

If you need more help, email: dhoha.infoex@state.or.us.

Policy reference: <https://apps.state.or.us/Forms/Served/de090-003.pdf>.

Section 6. (For DHS/OHA Information Security and Privacy Office use only.)

Access agreement number:	
Executed date:	
Expiration date:	
Type of agreement:	
Notes:	
Completed by:	



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

(For BOC Use)
Item #
6a

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

Staff Contact: Anita Pranger
Department: The Loop Morrow Co Transportation
Short Title of Agenda Item: (No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: March 13, 2019

Statewide Transportation Improvement Fund Advisory Committee

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

- | | |
|---|--|
| <input type="checkbox"/> Order or Resolution | <input checked="" 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:

Anita Pranger

March 8, 2019

Department Head

Required for all BOC meetings

DATE

3/8/19

DATE

Admin. Officer/BOC Office

Required for all BOC meetings

County Counsel

*Required for all legal documents

DATE

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

DATE

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Loop Morrow County Transportation has lost two members. Please replace Seth Whitmer who no longer works for Columbia River Health Services with Carla McLane. Term expiring December 31, 2022. Please replace Edie Ball who no longer works for the City of Heppner with Mike Jones. Term expiring December 31, 2022. Please appoint Anita Pranger The Loop Morrow County Transportation Coordinator to fill the gap of Public Transportation Service Provider. Term Expiring December 31, 2019

2. FISCAL IMPACT:

None

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

Move to appoint Carla McLane to replace Seth Whitmer whose term expires December 31, 2022, appoint Mike Jones to replace Edie Ball whose term expires December 31, 2022 and appoint Anita Pranger to fill the Public Transportation Service Provider vacancy term expiring December 31, 2019 on The Loop Morrow County Transportation Statewide Transportation Improvement Fund Advisory Committee.

☒ Attach additional background documentation as needed.

Date:

1/18/2019

To Whom It May Concern,

I would like to be considered for an appointment on The Loop Morrow County Transportation Statewide Transportation Improvement Fund (STIF) Advisory Committee.

I would like to see this program thrive in Morrow County because of the following interest that I have in transportation:

as the Morrow County Planning Director

I have worked with transportation broadly by responsibility

for the TSP, more specifically to public transport with the STIF Plan and the travel shed

I feel that I can contribute to this committee by representing the following areas:

local governments, particularly land use

environmental advocates

bike & ped interests

Thank you,

Name:

Carla McLane

Address:

P.O. Box 40, Irrigon

Phone Number:

541 922 4624

Email:

cmclane@co.morrow.or.us

Date: Jan 23, 2019

To Whom It May Concern,

I would like to be considered for an appointment on The Loop Morrow County Transportation Statewide Transportation Improvement Fund (STIF) Advisory Committee.

I would like to see this program thrive in Morrow County because of the following interest that I have in transportation:

The need for safe public transportation
for those that are 65 and older, like my parents

I feel that I can contribute to this committee by representing the following areas:

Represents: Individuals age 65 and older.

Thank you,

Name: Michael Jones

Date: Aug. 2018

To Whom It May Concern,

I would like to be considered for an appointment on The Loop Morrow County Transportation Statewide Transportation Improvement Fund (STIF) Advisory Committee.

I would like to see this program thrive in Morrow County because of the following interest that I have in transportation:

I feel that I can contribute to this committee by representing the following areas:

Public Transportation Service Provider

Thank you,

Name: Arita Payer

Address: _____

Phone Number: 541-676-5667

Email: apayer @ Co.morrow.or.us



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

(For BOC Use)
Item #

66

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

Staff Contact: Eric Imes
Department: Public Works - Roads

Phone Number (Ext): 541-989-8168
Requested Agenda Date: March 13, 2019

Short Title of Agenda Item: Purchase Pre-Authorization of a 2005 Etnyre Chip Spreader
(No acronyms please)

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: 5 minutes |
| <input type="checkbox"/> Document Recording Required | <input checked="" type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Linn County Road Department

Contractor/Entity Address: 3010 Ferry St. SW Albany, Oregon 97322-3988

Effective Dates – From:

Through:

Total Contract Amount: \$75,000


Budget Line: 202-220-5-40-4402

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

Reviewed By:

 3/5/19 DATE Department Head

Required for all BOC meetings

 3/11/19 DATE Admin. Officer/BOC Office

Required for all BOC meetings

Approved Via Email 3/16/19 DATE County Counsel

*Required for all legal documents

Approved Via Email 3/16/19 DATE Finance Office

*Required for all contracts; other items as appropriate.

Human Resources

*If appropriate

DATE

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

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):

Morrow County Public Works would like to purchase a 2005 Etnyre Chip Spreader. This piece of equipment is owned currently by Linn County Road Department. I am very familiar with this Chip Spreader. In my past Work as a contractor to counties, one of which was Linn County, I worked annually with this piece of equipment since its original purchase in 2005. It has been well taken care of and is in good working order. The purchase agreement is for \$65,000. With the needed replacement of the feed rollers and a few other minor items, and some training costs, the actual purchase cost is estimated at \$75,000. This purchase comes with pertinent replacement parts that Linn County has no need for after our potential acquisition and is willing to pass them along at no additional cost. These items can be valued at a few thousand dollars. The real market value of this chip spreader is estimated at \$115,000 to \$144,000. I have received a few quotes and found various listings across the country which are attached. The market for chip spreaders are limited locally due to the specialized nature of this type of equipment.

We hope to replace our 1976 WH chip spreader which does not obtain the power to safely pull loaded trucks up a grade during a chip seal project. Parts are also obsolete or very difficult to find. Equipment travel speed also hinders our ability to efficiently work through projects.

With the asphalt maintenance we have scheduled this spring and for years to come, I believe this is a purchase we should not pass up. The chip spreader we currently own is not sufficient for our current and future needs.

2. FISCAL IMPACT:

The purchase would pull from Capital Outlay expense budget 202-220-5-40-4402 which has a current balance of 99,488.32.

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

(1) Motion to approve pre-authorization of a 2005 Etnyre Chip Spreader from Linn County Road Department under the More Intergovernmental Agreement in the amount of \$65,000.00 plus \$10,000 for additional needed items for a total price of \$75,000.00.

☒ Attach additional background documentation as needed.

Matt Scrivner

From: Kate Knop
Sent: Wednesday, March 6, 2019 9:49 AM
To: Justin Nelson; Matt Scrivner; Roberta Lutchter; Darrell Green
Cc: Eric Imes; Sandra Pointer
Subject: RE: Purchase pre-authorization

I also approve.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Justin Nelson
Sent: Wednesday, March 06, 2019 9:41 AM
To: Matt Scrivner <mscrivner@co.morrow.or.us>; Roberta Lutchter <rlutchter@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Eric Imes <eimes@co.morrow.or.us>; Sandra Pointer <spointer@co.morrow.or.us>
Subject: RE: Purchase pre-authorization

I have no concerns from county counsel perspectives.
-Justin

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Matt Scrivner
Sent: Tuesday, March 5, 2019 2:55 PM
To: Roberta Lutchter <rlutchter@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>



Linn County Road Department

*Providing safe and efficient transportation to
citizens and visitors of Linn County.*

February 11, 2019

Attn: Eric Imes
Assistant Road Master
Morrow County Public Works Department
PO Box 428
Lexington, OR 97389

RE; Purchase of Chip Spreader (15-051)

Dear Mr. Imes:

Please find enclosed a copy of the bill of Sale for the 2005 Etnyre Chip Spreader, Linn County Equipment number 15-051.

The agreed upon purchase price is \$65,000.00. You may send payment beforehand, or bring it with you upon pickup. Please make the check out to the Linn County Road Department.

When you pick the equipment up, I will make out a receipt, give you a copy of the signed bill of sale, and have you sign and date the title. This process will release Linn County of all interest holdings to the Chip Spreader.

Please call myself or Kevin Hamilton at (541) 967-3919 if you have any questions.

Sincerely,

McKenna Olsen
Office Specialist III
Linn County Road Department

Cc: Kevin Hamilton, Construction & Road Maintenance Supervisor

Encl.

RECEIVED FEB 19 2019



DEPARTMENT OF TRANSPORTATION
DRIVER AND MOTOR VEHICLE SERVICES
1905 LANA AVE NE, SALEM OREGON 97314

VEHICLE BILL OF SALE

VEHICLE DESCRIPTION

PLATE NUMBER	YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER	TITLE NUMBER
E230978	2005	Etnyre	Ku128	

I transfer all rights, title and interest in the above described vehicle to:

NAME OF BUYER (PRINT LAST, FIRST, MIDDLE)	DATE OF PURCHASE
Morrow County Public Works Department	

BUYER'S ADDRESS
305 West Highway 74, Lexington, OR 97389

PRINTED NAME OF SELLER (BUSINESS NAME IF SELLER IS A BUSINESS)
Linn County Road Department

SIGNATURE OF SELLER (AUTHORIZED REPRESENTATIVE OF BUSINESS)	DATE OF RELEASE
X	

PRINTED NAME OF SELLER
Darrin L. Lane, P.E.

SIGNATURE OF SELLER	DATE OF RELEASE
X	

SELLER'S ADDRESS
3010 Ferry St SW, Albany OR 97322

● SELLER ●

You must provide notification to DMV of the sale within 10 days of the sale. (ORS 803.112)

● BUYER ●

If you do not apply for a title within 30 days from the date of purchase, you may be subject to a late title transfer fee.

U.E. #2512

USED EQUIPMENT

Serial Number: K6568
2010 Etnyre BIG Chip Spreader,
4WD,
11'22' Variable Hopper,
5" Air Controlled Gates,
Hopper Raise and Lower,
Electric Vibrators on Hoppers,
Folding Wing Rear Receiving Hopper,
Dual Operator Controls,
Computer Application Rate Control,
Conveyor Flashing Full Length,
280 HP Cummins Diesel Engine,
30" Conveyor Belts,
Extra Capacity Front & Rear Hoppers,
14" Dia Hopper Augers.

E. D. ETNYRE & CO.
Phone: 815-732-2116
1-800-995-2116
Fax: 815-732-7400
Email: sales@etnyre.com
www.etnyre.com



Eric Imes

From: Sassaman, Kevin <KSassaman@etnyre.com>
Sent: Monday, March 4, 2019 2:47 PM
To: Eric Imes
Subject: RE: chip spreader quote

Eric we are asking \$140,000.00 for the 2010 11'/22' big chip spreader. UE2512 is the used equipment number. Unit can be viewed at www.etnyre.com look under used equipment.

Eric Imes

From: Eric Imes
Sent: Tuesday, March 5, 2019 11:10 AM
To: Eric Imes
Subject: FW: chip spreader quote

From: Tracy Peele [mailto:sales@jfwequipment.com]
Sent: Tuesday, March 5, 2019 10:52 AM
To: Eric Imes <eimes@co.morrow.or.us>
Subject: Re: chip spreader quote

I have this Etnyre chip spreader that is an extendable 10-20 ft spreader hopper
Pictures attached

2007 Etnyre Quad 10-20 ft extendable chip spreader, s/n K6326, computerized, auger & vibrators in spread hopper, individual air gates, hydrostatic drive, Cummins QSB 240 hp diesel engine, folding rear hopper, standard seat w/pin for sliding, 4 wheel drive, control box up front, front tires 50%, rear tires 60%, belts 50%, new augers, 2153 hrs - Price -\$124,000

Tracy Peele
JFW Equipment, Inc.
336-685-4998
email - sales@jfwequipment.com

On Tue, Mar 5, 2019 at 12:58 PM Eric Imes <eimes@co.morrow.or.us> wrote:

Good morning,

I am in the market for an Etnyre chip spreader around the 2005 era with the capabilities of a 20 foot width. Can you give me some pricing if you have anything available?

Thank you,

Eric Imes

Assistant Road Master

Morrow County Public Works



2004 ETNYRE 10/20 For Sale In Williamsburg, Virginia



For Sale Price: \$115,000

Contact Information

Henry Equipment Sales Inc.

📍 Williamsburg, Virginia 23188

📞 Phone: (757) 320-0592

👤 Contact: Justin Hockaday



Description

2004 Etnyre 10-20 Chip Spreader (4x4) SN: K6030 Approx. Hours: 3,489 Tire Size: 385/65R22.5 Tires: 50% Location: NY Stock#: 1049 Per owner unit is in overall good condition **PRICE: \$115,000.00 USD** Call Justin, Mark or Jimmy with Henry Equipment Sales Inc. at 757-565-7222.

Specifications

Year	2004	Manufacturer	ETNYRE
Model	10/20	Serial Number	K6030
Condition	Used	Stock Number	1049

2007 ETNYRE Quad

\$124,000

Est.
Payment

Used Chip Spreaders ASPHALT-CONCRETE-
COMPACTION In Climax, NC 27233 - 2,163
Miles Away - [Get Directions](#)



Details from Seller

Condition:	Used
Year:	2007
Make:	ETNYRE
Model:	Quad
Class:	ASPHALT-CONCRETE-COMPACTION
Category:	Chip Spreaders
Location:	Climax, NC
Horse Power:	240
Fuel Type:	Diesel
Serial Number:	K6326
Engine Manufacture:	Cummins
Engine Model:	QSB
Color:	Yellow
Movement Type:	WHEELED
Size:	STANDARD

Description & Comments

2007 ETNYRE Quad, 2007 Ethyre Quad 10-20 ft extendable chip spreader, computerized, individual air gates, hydrostatic drive, Cummins QSB 240 hp diesel engine, folding rear hopper, manual sliding seat, 4 wheel drive, front tires 50%, rear tires 60%, belts 50%, new augers

Message from JFW Equipment Company

We are JFW Equipment, Inc , and we've been selling new and used (road construction) equipment for 30 years! Are you looking for used pavers, distributors, rollers, chipspreaders or road wideners? We have them. Marathon Road Maintenance Equipment and Warren aggregate tailgate



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

(For BOC Use)

Item #

6C

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

Staff Contact: Darrell Green

Phone Number (Ext):

Department:

Requested Agenda Date: 03/13/2019

Short Title of Agenda Item: Permits- amendment to Morrow County Code Chapter 8.08-
Road Approaches to County Roads

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: 15 minutes |
| <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:

_____	Department Head	Required for all BOC meetings
DATE		
Darrell Green	3/11/2019	Admin. Officer/BOC Office Required for all BOC meetings
DATE		
_____	County Counsel	*Required for all legal documents
DATE		
_____	Finance Office	*Required for all contracts; other items as appropriate.
DATE		
_____	Human Resources	*If appropriate
DATE		

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

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):

At recent Board of Commissioner meetings, the Board has requested to review and approve the County right of way permits that exceeded 200 linear feet along our Right of Way and other permits the Public Works Director recommends the Board of Commissioners review.

Suggested process for discussion:

- 1) Permits are forwarded to Roberta on Thursday to be placed in the Consent Calendar for the next Board of Commissioner meeting.
- 2) If further discussion is required on a permit or permits, the permit is pulled from the Consent Calendar for discussion.
- 3) If the input of the Road Master or Assistant Road Master is required and are not scheduled to attend the Board of Commissioners meeting, a Commissioner may, prior to the BOC meeting;
 - a. request a call in
 - b. request their attendance
 - c. denial of permit application
- 4) Permits approved by the Board of Commissioners and signed by the Public Works Director.

Per ORS 203.045 (4) 'Except as subsection (5) of this section provides to the contrary, and except ordinances imposing, or providing exemptions from , taxation, an ordinance necessary to meet an emergency may, upon being read first in full and then by title, be adopted at a single meeting of the governing body by unanimous vote of all its members present, provided they constitute a quorum

2. FISCAL IMPACT:

None

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

Per ORS 203.045 (4), After reading ORD-2019-3 in full and then by title, the Board may make a motion to approve Ordinance ORD-2019-3 amending Chapter 8.08 of the Morrow County Code.

☒ Attach additional background documentation as needed.

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

In the Matter of Amending Chapter 8 of the)
Morrow County Code pertaining to the)
approval of County Permits for)
Construction Work in County Road Right-)
of-Ways)

ORDINANCE NO. ORD-2019-3

WHEREAS, the Morrow County Board of Commissioners granted the Morrow County Public Works Director the ability to review and approve certain approach roads and right-of-way work through Morrow County Ordinance No. ORD-2017-2 on June 7, 2017.

WHEREAS, the Morrow County Board of Commissions would like to review and render a decision on permits that exceed 200' longitudinal in the right-of-way, or any permit the Public Works Director would like discussion and a decision made on these matters by the Board of Commissioners; now therefore:

THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

- Section 1. Morrow County Code Chapter 8.08 is amended as set forth in Attachment 1.
- Section 2. An emergency is declared and this ordinance is effective immediately upon passage.

Dated this 13th day of March 2019.

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

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Approved as to Form

Don Russell, Commissioner

Morrow County Counsel

Attachment 1

Morrow County Code

Chapter 8.08

ROAD APPROACHES TO COUNTY ROADS

Sections:

- 8.08.010- Approach roads or right-of-way work - Permit required
- 8.08.020- Approach roads or right-of-way work - Permit decision
- 8.08.030- Culvert and grade specifications
- 8.08.040- Construction requirements
- 8.08.050- Expenses of road approaches
- 8.08.060- Removal authorized when - Costs

8.08.010- Approach roads or right-of-way work - Permit required. Any approach road to a County road or work within County rights-of-way requires a permit from the Morrow County Public Works Department. Application for a permit shall be submitted in writing to the Public Works Department on forms provided by the Public Works Director. The application shall include any requested plans, payment of the fee adopted by the Board of Commissioners, and any other requested information.

8.08.020- Approach roads or right-of-way work - Permit Decision. The Morrow County Public Works Department shall render a decision on all permits submitted under Section 8.08.010. All permits will be signed off for approval by the Assistant Road Master and Public Works Director. Permits exceeding 200' running longitudinal in the right-of-way or any permit the Public Works Director would like discussion or input from the Board of Commissioners will not be signed until there is a motion to approve by the Board of Commissioners to allow the Assistant Road Master and Public Works Director to sign the permit. Applications submitted under Section 8.08.010 may be granted only if they meet the criteria listed in this Chapter and any other applicable County ordinances, Oregon Revised Statutes, Oregon Administrative Rules, and all other applicable standards.

8.08.030- Culvert and grade specification. All approaches must meet specifications as to culverts or grades, etc.

8.08.040- Construction requirements. All approaches must be so constructed as not to damage the existing roadway.

8.08.050- Expenses of road approaches. All expenses of road approaches to County roads must be paid by the applicant.

8.08.060- Removal authorized when - Costs. Pursuant to Oregon law, ORS 374.305, Morrow County may at their option remove from the right-of-way any obstruction formed by improperly constructed approaches, and such cost will be charged to the violator.



Board of Commissioners

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

Commissioner Jim Doherty, Chair
Commissioner Melissa Lindsay
Commissioner Don Russell

March 13, 2019

Joint Committee on Carbon Reduction
jccr.exhibits@orgonlegislature.gov

RE: Public testimony in opposition to HB 2020

Co-Chair Dembrow, Co-Chair Power and Members of the Committee,

Morrow County is one of 36 unique counties that make up our great state of Oregon. Our County of Morrow is just under 12,000 in population and just over 2,000 square miles in size. Our County is diverse with both an agricultural and industrial base. In the southern end of our County, we stretch into the Blue Mountains and have an economy based on ranching, logging and recreation. In the center of our County, we are dependent primarily on dry land farming and renewable energy production. In the northern end of our County, we have some of the most productive irrigated farm ground in the world and world-class food processing facilities. Throw in a mix of electric production facilities, data centers, and a regional landfill, and you have a snap shot of the diverse economy of Morrow County.

HB 2020, as written has a negative effect on our economy, just as it does in many parts of our great state with little or no benefit. HB 2020 will raise the input costs to our loggers, ranchers and farmers. This group does not have the ability to pass along these costs. There are no electric combines or trucks. Our food processing is state-of-the-art, large and extremely efficient, and less than five miles from a state with a different set of rules. The products they make are shipped all over the world, and these companies need to keep their costs low to compete. The loss of any of these food processors due to over regulation would have a negative domino effect. Our regional landfill competes for business with other facilities in a different state less than 30 miles away. Many of the businesses in our County are already leaders nationally in environmental stewardship, but will still be penalized. We are already making electricity from the methane gas generated by cows and solid waste. If there were technology available to be more environmentally conscious, it would be considered, but there is not.

We would encourage you not to move this legislation forward without a plan to have meaningful measurable results. If it is moved forward, we would like you to take a careful look at amendments that would protect our economy and livelihood.

Thank you,

Jim Doherty
Chair

Melissa Lindsay
Commissioner

Don Russell
Commissioner



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

(For BOC Use)
Item #
6e

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

Staff Contact: **Darrell Green**

Phone Number (Ext):

Department:

Requested Agenda Date: **03/13/2019**

Short Title of Agenda Item: **PDB Consultant Budget and Agreement**

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: 15 minutes |
| <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:

_____	DATE	Department Head	Required for all BOC meetings
Darrell J Green	3/8/2019	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

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

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

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

Last Wednesday I mentioned I would bring back an estimate or budget to contract with Parkinson Thaxton pllc for review and discussion.

2. FISCAL IMPACT:

an estimated \$62,562.50 from budget line 101-199-5-40-4401

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

Motion to approve hiring Thaxton Parkinson pllc to assist Morrow County in developing our Progressive Design Build Project to build the North County facility and have the Chair or Administrator sign the 'Engagement letter and Consulting Agreement'.

☒ Attach additional background documentation as needed.

March 8, 2019

Darrell Green
Morrow County Administrator
P.O. Box 788
110 N. Court St.
Heppner, OR 97836

Re: Engagement Letter and Consulting Agreement

Dear Darrell:

Thank you for engaging Thaxton Parkinson PLLC to assist Morrow County ("the County") in developing its design-build project. The purpose of this letter and consulting agreement is to confirm the terms and understandings with respect to the consulting provided by Thaxton Parkinson, PLLC (the "Firm") for the County. Please carefully review this letter and sign and return a copy of this letter. Signature by an authorized representative of the County will confirm the County's agreement to the terms set forth in this letter.

1. Scope of Engagement.

The scope of services is to be determined but is likely to include consultation and training with the County regarding the design-build delivery method, drafting the Request for Qualifications, the Request for Proposals, and the Contract Documents, and other tasks as requested by the County.

The County will provide the Firm with such factual information and documents as required to perform the described services, will make decisions and determinations as are necessary or appropriate to facilitate the Firm rendering such services, will be available to assist in the progress of the representation, and will remit payment of invoices in accordance with the terms set forth below. The County may, from time to time, wish the Firm to perform additional or other services not included within the scope of services described in this paragraph. If the County requests additional services, the Firm will need to determine that there are no conflicts presented by that additional representation and may need to enter into a separate engagement letter with the County. If the Firm undertakes representation of the County for additional or other services and do not ask the County to enter into a new engagement letter, then this agreement will apply to those services.

2. Limitation on Scope of Engagement.

I am not a licensed attorney in Oregon, and my services will be limited to consulting only. I will consult with the County's Attorney regarding Oregon law.

3. Progress and Reporting.

The Firm will report regularly on the status of matters and on significant developments as they occur. It is also the Firm's practice to provide copies to clients of all significant

documents, and to inform clients of all significant communications in the matter. The Firm asks that you remain in close contact with the Firm and that the County be available to consult as developments occur and to instruct and give the Firm authority as necessary. If the County has any questions or concerns about the matter, the Firm asks that the County raise them immediately so that they can be addressed and resolved promptly and effectively.

The Firm's communications to the County should remain confidential; therefore, the Firm asks that you keep them in a separate file and disclose them within your office on a need to know basis only. The Firm communicates from time to time with clients using facsimile machines, cellular telephones, text messaging and email. As you are no doubt aware, these forms of communication are not completely secure against unauthorized access. Although the Firm makes every effort to maintain the confidentiality of our communications to the County, these forms of communication do not ensure the confidentiality of their contents and there is, therefore, some risk of disclosure and loss of attorney-client privilege in using these forms of communication. If the County objects to the use of any one or more of these forms of communication, please let me know immediately and the Firm will attempt to honor that request. Although it is a good practice to keep the communications confidential because of the nature of competitive procurement, the County should be aware that whether the communications are protected in court as confidential is a matter of Oregon law, and the County should consult with its attorney regarding the nature of the confidentiality of the communications. It is possible that such communications will ultimately be discoverable in a public records request.

4. Staffing.

I will be the person responsible for this matter. Where it is to your advantage to do so, the Firm may utilize the services of lawyers, analysts, and consultants outside the Firm. The Firm will make work assignments in a way that maximizes legal effectiveness and time efficiency, and minimizes your legal expenses. The Firm's goal is to provide to you cost effective, high quality legal services. No person will be hired to perform work for the County without the County's written consent.

5. Basis for Fees and Costs.

At present the Firm's hourly rate is \$325. The Firm will obtain approval from the County before hiring any outside personnel and will obtain prior approval of their hourly rates. If the parties establish a not to exceed amount for services, the Firm agrees not to charge more than the established not to exceed amount for this matter without the County's prior written permission. Any not to exceed amount will be based on an estimate and the activities described in the estimate. Notwithstanding any not to exceed amount established under this engagement or the costs set forth in an estimate, the County understands that any not to exceed amount is an estimate only, and the individual line items are not guaranteed. Because of the nature of the services, it is extremely difficult to determine exact costs. Therefore, any not to exceed amount established pursuant to this engagement letter will not guarantee that all services set forth in the estimate or requested by the County can be performed within this amount; however, the Firm will inform the County of any situation that might cause the costs to increase, and the Firm will inform the County when the costs actually do increase. At that point, the Firm will endeavor to provide a new estimate of costs and work with the County on the scope of the work. Please let me know if you would like a proposed budget for services.

The majority of my work can be performed over the phone and through email; however, there are likely to be occasions where an in person meeting is more efficient or required. The Firm charges for travel related to the engagement at the same hourly rate as set forth above for the time spent in transit back and forth to the location of the services, provided that the services are outside of 25 miles from the office. I make every effort to be efficient with travel, and I only charge for that time that I am not able to work on other projects, such as driving, etc. In addition to the actual travel expenses incurred such as mileage, hotel, meals, and other travel costs. Reimbursement for travel expenses will be consistent with the Morrow County travel policy, if any.

6. Billing Procedures.

The Firm reviews its billing rates and fixed fees from time to time, generally as of January 1st of each year. Any rate adjustments will be reflected in the invoice. Although the Firm reviews the billing rates, if the Firm is performing a scope of work for which they have provided an estimate, the Firm will not increase the hourly rate contained in that estimate for the duration of that scope of work. It is the Firm's policy to serve clients with the most effective support system available, while at the same time allocating costs of such systems to the clients who use them. Therefore, in addition to fees for legal services, the Firm also charges for courier and other communication costs, extensive photocopy duplication, and other out-of-pocket costs incurred on your behalf.

Statements will be rendered to the County on a monthly basis. However, in the Firm's discretion or upon the County's request, the Firm will prepare periodic informational statements setting forth the approximate level of fees incurred to date in substantial transactions, subject to adjustment as appropriate at the conclusion of the transaction. The Firm tries to include disbursements in the statement for the month in which the disbursements are incurred. However, some of the disbursements, such as courier charges and charges for additional personnel, are not available until the following months, in which case a supplemental statement will be rendered to the County for these additional charges. Statements are due and payable on receipt, but in any event no later than thirty (30) days after they are rendered to the County.

7. Record Retention.

At the conclusion of the representation, the Firm will return to the County any related valuable property entrusted to the Firm, the Firm will dispose of any and all superfluous documents consistent with maintaining the confidentiality of the contents of those documents, and the Firm will store the entire balance of the file, at the Firm's expense, for at least six (6) years. After the six (6) year retention period, unless the County makes other arrangements and picks up the file, the file will be disposed of in the regular course of business, at the Firm's expense, consistent with maintaining the confidentiality of its contents.

Mr. Darrell Green
Morrow County
Page 4 of 4

I look forward to working with the County and thank you for looking to the Firm to assist you. If you have any questions concerning the contents of this letter, or any matter relating to our legal representation, please do not hesitate to call me.

Regards,
Thaxton Parkinson, PLLC

Robynne Thaxton Parkinson

The County agrees to the terms and conditions set forth in this Engagement Letter and Consulting Agreement.

Morrow County

[signature]

[printed name]

[title]

[date]

March 6, 2019

Via Email dgreen@co.morrow.or.us
Darrell Green
Morrow County Administrator
PO Box 788
110 N. Court St.
Heppner, OR 97836

RE: Scope of Services for Design-Build Project
With Estimated Budget

Dear Darrell,

You requested that I provide to you an estimated budget with the proposed scope of work to assist Morrow County as a design-build consultant for the County's new administration building.

1. Initial Meeting/ Establish Project Goals and Evaluation Criteria

It is helpful to have an initial in person meeting with the Owner project team and the Owner's consultant to establish Project Goals and the general outline for the procurement. These Project Goals establish the basis for the RFQ and RFP. The procurement discussion provides the basis for the evaluation criteria and scoring as well as the contract requirements. The goals of this meeting are:

- a. Establish Project Goals
- b. Discuss potential evaluation criteria and relative weights to include in RFQ and RFP
- c. Discuss contract types
- d. Discuss project risks and begin development of the risk register.

The estimated costs are as follows:

Task	Hours	Cost
Preparation	2	650
Travel*	9	3,000
Meeting	6	1,950
Total		\$5,600.00

*Google Maps estimates that the time is 4.5 hours. This estimated cost would also include airfare and car rental if I decide to fly. Travel costs assume that I can travel up and back the same day and do not include overnight accommodation.

2. Development of RFQ, RFP and Contract.

The tasks below include an initial draft of the RFQ, RFP, and Contract and a series of meetings to discuss, review, and finalize before publishing.

Task	Hours	Cost
Draft RFQ	20	6,500
Draft RFP	20	6,500
Draft and Negotiate Contract	30	9,750
Meetings (over the phone)	25	8,125
Total		\$30,875.00

3. Facilitation of the Selection Process

Most clients hire me to help facilitate the one on one meetings with the finalists as well as the short list evaluation and the final evaluation process. Depending on the Owner's Representative selected by the County, I may recommend that the Owner's Representative facilitate the one on one meetings. With respect to the evaluation committee meetings, the Owner's Representative is often one of the evaluators. I recommend that a non-evaluator facilitate this meeting. I usually do this in person, but I have also done this over the phone. If done in person, the cost increases approximately \$3,000 per trip, assuming that I can get there and back in a day. The following budget assumes that I am not facilitating the one on one meeting and that I am facilitating the evaluation meetings over the phone.

Task	Hours	Cost
Review Statements of Qualifications	1 hour each, assume 5	1,625
SOQ Evaluation Meeting (assumes 5 SOQs)	4	1,300
Draft Evaluation Summary	2	650
Review Proposals	1.5 hours each, assume 3	1,462.50
Proposal Evaluation Meeting	4	1,300
Draft Evaluation Summary	2	650
Total		\$6,987.50

4. Training

The training budgeted below is part of the kick off meeting for the Project once the Design-Builder is selected. We review the contract and the deliverables expected of each party. I can do this training over the phone and/or Skype. The following estimate assumes that it will be done remotely.

Task	Hours	Cost
Preparation	2	650
Training/Kick Off Meeting	6	1,950
Total		\$2,600.00

5. Post Award Assistance

Aside from assisting with negotiating the contract with the selected design-builder, I usually do not have much involvement in what happens after award. However, I am available to my clients for questions and issues on an hourly basis, and I usually include some time in the budget to account for that situation.

Task	Hours	Cost
Post Award Assistance	20	6,500

Summary

The following is a summary of the overall budget. As explained in the engagement letter, this is an estimate only. I work hard to keep within the budgets that I have provided to my clients, but with these types of matters, there are often unexpected situations and/or additional meetings that arise that increase the costs. I will let you know when this situation occurs and provide a revised estimate. In addition, although the explanation of the various items above have individual estimates, those are inexact and are intended to provide a general idea of the amount of time. For example, I consider myself to be within the budget if I go slightly over on the time for developing the RFQ as long as I am under by a similar amount on developing the RFP. I have also included a contingency in the budget summary in an attempt to account for unknowns. Please note that I do not charge the full amount that is budgeted. I charge by the 10th of the hour, and the County is only charged for the time that I actually bill.

Task	Cost
Initial Meeting	5,600
RFQ, RFP, and Contract	30,875
Facilitate Selection	6,987.50
Training	2,600
Post Award Assistance	6,500
Contingency	10,000
	\$62,562.50

I am looking forward to working with the County on this project. Please let me know if you have any questions.

Regards,
Thaxton Parkinson, PLLC



Robynne Thaxton Parkinson



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

(For BOC Use)
Item #

6f

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: **Umatilla County Partnership**
(No acronyms please) **Onsite & Food, Pool and Lodging**

Phone Number (Ext): 5055

Requested Agenda Date: 03-13-2019

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 checked="" 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:

Total Contract Amount:

Through:

Budget Line:

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

Reviewed By:

Carla McLane

03112019

Department Head

Required for all BOC meetings

DATE

[Signature] 3/11/19

DATE

Admin. Officer/BOC Office

Required for all BOC meetings

County Counsel

*Required for all legal documents

DATE

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

DATE

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

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):

Next steps...

Included with this Agenda Cover Sheet for discussion are the two needed agreements and the proposed fee schedule additions. The Code Enforcement amendments are part of a separate discussion.

Attached are the following documents for tomorrow's conversation:

1. The proposed Memorandum of Agreement (MOA) between DEQ, Morrow County and Umatilla County.
2. The proposed Intergovernmental Agreement (IGA) with Umatilla County pertaining to the proposed Onsite program.
3. The proposed Fee Schedule for both the Onsite program and the 'food, pool and lodging' program that will need to be incorporate into the Morrow County Fee Schedule.

Both the proposed Fee Schedule and Code Enforcement changes will need to be adopted and in place prior to signing of the MOA and IGA, which would then allow for program transfer from DEQ to Umatilla County on behalf of Morrow County. We are now targeting April 15 for program transfer, a date that is achievable, but tight.

2. FISCAL IMPACT:

None related to the Onsite Program.

There is regular payment to Umatilla County as part of the 'food, pool and lodging' program. This action should not change that current agreement.

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

None at this time.

☒ Attach additional background documentation as needed.

**Memorandum of Agreement
Relating to
Permitting and Inspection of Onsite Wastewater Treatment Systems**

I. Parties:

The parties to this agreement are the Oregon Department of Environmental Quality (DEQ), Umatilla County (Umatilla), and Morrow County (Morrow).

II. Purpose:

In accordance with the authority provided by Oregon Revised Statutes (ORS) 190.010, 190.030, 190.110, 454.640, 454.725 and 454.745, this Memorandum of Agreement (MOA) sets forth the roles and responsibilities of DEQ, Morrow, and Umatilla with respect to the Onsite Wastewater Management Program services in Umatilla and Morrow Counties that will be provided by Umatilla. The Parties intend this MOA to document the agreement between each county and DEQ to perform DEQ duties under ORS 454.635, 454.655, 454.665, and 454.755 as well as Umatilla's agreement with Morrow (Agreement #) to perform all such functions and activities within Morrow county. This MOA hereby rescinds and replaces the MOA dated October 31, 2016 between DEQ and Umatilla (R025-16-I).

III. Effective Date: This MOA becomes effective upon signature by all parties listed in Section VII and terminates on June 30, 2028 unless terminated sooner pursuant to Section VI.

IV. Agreements:

1. Morrow agrees to the following:

- a. Morrow will perform the duties of DEQ under ORS 454.635, 454.655, 454.665, and 454.755 in Morrow County pursuant to ORS 454.725, through its cooperation and this MOA with Umatilla pursuant to ORS 190.010.
- b. Morrow will submit to Umatilla timely requests for services with as much advance notice as reasonably possible.
- c. Morrow will adopt fee schedules in accordance with ORS 454.745. Fees shall be based on actual costs for efficiently conducting services at the minimum level required by this MOA.

2. Umatilla agrees to the following:

- a. Umatilla will maintain adequate personnel and resources to receive and process applications for evaluation reports and permits for all onsite wastewater treatment systems proposed for construction, alteration, repair, or connection in accordance with the provisions of ORS

454.605 through 454.755, and Oregon Administrative Rules (OAR) 340-071-0100 through 340-071-0650 and utilizing procedures approved by DEQ, in both Umatilla and Morrow counties.

- b. Umatilla will administer this MOA and serve as the Agent for DEQ in both Umatilla and Morrow counties, except where DEQ staff involvement is expressly specified in Environmental Quality Commission (EQC) rules or this MOA.
- c. Umatilla will adopt fee schedules in accordance with ORS 454.745. Fees shall be based on actual costs for efficiently conducting services at the minimum level required by this MOA. All fees collected by Umatilla, for onsite services provided by Umatilla in Umatilla county, will be used by the Umatilla to defray Onsite Wastewater Management Program expenses in Umatilla county. All fees collected by Umatilla, for onsite services provided by Umatilla in Morrow county, will be used by Umatilla to defray Onsite Wastewater Management Program expenses in Morrow county.
- d. Umatilla will collect a DEQ surcharge for onsite system activities in Umatilla and Morrow counties in accordance with OAR 340-071-0140. Umatilla must submit both an accounting of monthly surcharge receipts and payment to DEQ on a monthly basis, within ten (10) business days of the first day of each month.
- e. Umatilla and DEQ agree to comply with State Treasurer rules for depository and public official filings (ORS 295.006).
- f. Umatilla will collect required fees from applicants according to the applicable fee schedule. Umatilla will keep a complete and accurate record of activities performed and of the fees collected. Umatilla will send the records to DEQ, upon request, in accordance with the instructions provided by DEQ.
- g. Upon request by DEQ, Umatilla will produce a financial report that itemizes Umatilla's onsite services provided, fees collected and program costs. Umatilla will provide DEQ with a copy of the financial report within sixty (60) calendar days of the request.
- h. Following the receipt of a completed site evaluation application and specified fee, Umatilla will timely conduct a site evaluation and issue a report, as described in ORS 454.655(5), 454.655(6), 454.755(1)(b) and OAR 340-071-0150 for all proposed systems with design flows of 2,500 gallons per day or less.
- i. Following the receipt of a completed application, for a permit for proposed systems with residential strength wastewater and design flows of 2,500 gallons per day or less, Umatilla will determine if the proposed construction will be in accordance with the rules of the EQC. Umatilla will issue a permit only if it finds that the proposed construction will be in accordance with the rules of the EQC. Umatilla will inspect the construction to determine if it complies with EQC rules and conditions of the permit. Based upon the results of the inspection Umatilla will issue a Certificate of Satisfactory Completion or Correction Notice, as appropriate.

- j. Umatilla will accept and process applications for evaluation reports on the adequacy of wastewater treatment methods for proposed and existing subdivisions, and will prepare such evaluation reports as described in ORS 454.755(1)(b) and 92.090(5)(c).
- k. Umatilla will evaluate existing onsite wastewater treatment systems and prepare a report in response to appropriate applications for Authorization Notices under OAR 340-071-0205.
- l. Umatilla will evaluate existing onsite wastewater treatment systems and prepare a report in response to appropriate applications for Existing System Evaluation Reports under OAR 340-071-0155.
- m. Umatilla will assist applicants making requests for a variance. If requested by DEQ, Umatilla will review and make recommendations on applications for variances from the onsite wastewater treatment system rules, and will participate in inspections and hearings as needed. If DEQ grants the variance, Umatilla will issue the permit, conduct the construction completion inspection and issue the Certificate of Satisfactory Completion or Correction Notice, as appropriate.
- n. Umatilla will notify the applicant in writing that the applicant may request a DEQ review for onsite evaluation reports, permits or Authorization Notice denials in accordance with OAR 340-071-0150(5), 340-071-0165, or 340-071-0205(10).
- o. Umatilla will adopt and maintain ordinances, consistent with state enforcement, for enforcement of the onsite program, including the authority to take action against any person who commits an onsite program rule violation, except for license and certification violations. Umatilla may meet this obligation by adopting its own enforcement ordinances or by adopting ordinances that incorporate existing DEQ enforcement provisions implementing ORS 454.605 through 454.755 or both. In addition, Umatilla will cooperate and assist DEQ in any action it takes to obtain compliance with the provisions of ORS 454.605 through ORS 454.755 and to implement EQC rules. Umatilla will provide information on enforcement activity to DEQ upon request by DEQ.
- p. Umatilla will investigate complaints relating to onsite wastewater treatment systems and when appropriate conduct an inspection. Umatilla will notify each alleged violator of the violation and order corrections. If the alleged violator fails to comply, Umatilla shall take appropriate enforcement action. Umatilla will provide information on complaint activity to DEQ upon request by DEQ.
- q. Umatilla will maintain documentation of non-compliance of persons performing sewage disposal services and forward non-compliance information to DEQ. Umatilla will provide information on non-compliance activity to DEQ upon request by DEQ.
- r. Upon request of DEQ or a licensee or applicant, Umatilla will inspect pumping equipment of businesses or persons licensed, or proposed to be licensed, to perform sewage disposal services under ORS 454.695.

- s. Umatilla will ensure that personnel hired to perform services within the Onsite Wastewater Management Program under this MOA meet the minimum qualifications for the State of Oregon. These minimum qualifications are:
 - (i) Registration with the State of Oregon as an Environmental Health Specialist, Environmental Health Specialist Trainee, Waste Water Specialist or Waste Water Specialist Trainee in accordance with ORS Chapter 700; and
 - (ii) Personnel who perform site evaluations or any other activity that requires the evaluation of soil must have at least ten (10) academic quarter hours, or equivalent semester hours, in Introductory Soil Science, Soil Morphology and Physical Geology or Geomorphology.

In the event Umatilla is unable to hire personnel with the qualifications listed above, DEQ may authorize hiring of someone who qualifies for registration as an Environmental Health Specialist, Environmental Health Specialist Trainee, Waste Water Specialist or Waste Water Specialist Trainee in accordance with ORS Chapter 700, if Umatilla provides DEQ with a training program and a plan to qualify that person.

- t. Umatilla will provide technical personnel with equipment necessary to fulfill the duties included in this MOA. The equipment must be in good working condition and include at a minimum:
 - (i) Five foot tape measure
 - (ii) 100 foot tape measure
 - (iii) Laser level
 - (iv) Tile probe
 - (v) Munsell Soil Color Chart
 - (vi) Clinometer
 - (vii) Soil knife or pick hammer or equivalent
 - (viii) Water bottle sufficient to moisten soil
- u. All Umatilla program personnel who perform technical permitting and inspection duties within the Onsite Wastewater Management Program must attend DEQ-provided onsite trainings such as soil workshops and program conferences.
- v. Umatilla will budget for necessary training and continuing education opportunities for Umatilla program staff.
- w. Umatilla onsite program manager, or the manager's designee, must attend the meetings referenced in section 3(e)(ii).
- x. Subject to Umatilla workload and staffing constraints, Umatilla will provide program personnel, to assist in program reviews of neighboring Counties as provided in section 3(e)(i).
- y. In the event Umatilla ceases providing onsite services pursuant to this MOA, Umatilla shall remit the following amount of the collected fees to DEQ, less the surcharge remitted separately:

- (i) 45 percent of the application fee where the permit has been issued and a final inspection has not been conducted and no Certificate of Satisfactory Completion issued.
- (ii) 22.5 percent of the application fee where the permit has been issued, a final inspection responded to, and a correction notice was posted.
- (iii) 100 percent of the application fee for any onsite application where no significant work has been done in response to the application.

3. DEQ agrees to the following:

- a. DEQ will maintain adequate personnel and resources to carry out its commitments under this MOA. It will supply Umatilla with electronic copies of revisions of the rules, internal management directives, procedural memoranda, and recommended or required forms.
- b. DEQ will accept enforcement referrals for sewage disposal service license violations. DEQ may defer action on enforcement referrals for situations that also violate local land use, planning, zoning, and/or building ordinances until the ordinance violations have been resolved by Umatilla.
- c. DEQ will provide training programs that include soil workshops and program conferences for all onsite personnel in the state, and other training programs DEQ determines to be necessary.
- d. DEQ will provide the following program support services to counties upon request:
 - (i) Rule interpretation.
 - (ii) Technical assistance.
- e. DEQ will perform oversight and coordination services to ensure an appropriate level of standardization is established within each county in the State. The following services will be provided by DEQ on an as-needed basis:
 - (i) DEQ will perform a program review and provide a written report. The program review will include evaluating field data and file information to determine Umatilla implementation of the terms of this MOA. The program review will also collect financial information to ensure fees collected are used appropriately and that the applicable fee schedule is appropriate. DEQ staff and technical staff from neighboring counties may conduct the program evaluation.
 - (ii) The DEQ regional onsite program staff will meet with Umatilla representatives to exchange information regarding rules, policies, standards, and technology.
 - (iii) DEQ regional technical staff will accompany Umatilla technical staff on field activities to exchange technical information, practices and procedures, as DEQ staffing and schedules allow.
- f. DEQ will provide Umatilla with surcharge payment and activity reporting instructions.

- g. DEQ will evaluate materials used in onsite systems within the State of Oregon, and provide a list of approved materials to Umatilla. DEQ may also conduct site evaluations and issue permits for onsite systems that include new or innovative technologies, materials or designs being evaluated with an application for approval, as outlined in OAR 340-071-0135.
- h. DEQ will accept and process applications for permits to construct systems designed for treating greater than residential strength wastewater and with design flows greater than 2,500 gallons per day.
- i. DEQ will license sewage disposal service applicants and provide Umatilla with a list of licensees.
- j. DEQ will certify installers and maintenance providers and provide Umatilla with a list of certified individuals.
- k. DEQ will resume administration of the Onsite Wastewater Management Program in the event of termination of this MOA.
- l. In the event the DEQ ceases providing onsite services, DEQ must remit the following amount of the application fees collected to Umatilla, less the surcharge collected separately for applications that have been received and the required activity has not been completed;
 - (i) 45 percent of the application fee where the permit has been issued, is not expired and a final inspection has not been conducted and no Certificate of Satisfactory Completion issued.
 - (ii) 22.5 percent of the application fee where the permit has been issued, a final inspection responded to, and a correction notice was posted, and the permit has not expired.
 - (iii) 100 percent of the fee for applications where no significant work has been done in response to the application.
- m. Within thirty (30) business days after execution of this MOA, DEQ agrees to submit a one time payment to Umatilla for onsite applications not closed at time of transfer for Morrow County. The breakdown of the permit applications and amount per permit is identified below.

Location ID	Application Number	Application Type	Fees (without Surcharge)	Permit Issued?	Pre-Cover?	Amount to Umatilla
						\$
						\$
Total						\$

4. Umatilla and DEQ mutually agree:

- a. DEQ will notify Umatilla in writing if DEQ's oversight and coordination activities described in subsections IV(1) and IV(2) of this MOA indicate that significant improvements or program modifications are needed to comply with ORS 454.635, 454.655, 454.665, and 454.755, OAR Chapter 340, Division 071 and 073 or this MOA. Umatilla will provide a written response within thirty (30) calendar days upon notification from DEQ and provide a time schedule to implement needed improvements or modifications. If Umatilla fails to implement the needed improvements or modifications, DEQ may immediately terminate this MOA and assume administration of the program in Umatilla and Morrow Counties upon written notice to Umatilla. The requirement for ninety (90) calendar days notice in subsection VI does not apply under this provision.
- b. No party will assign all or any part of its interest in this MOA without the prior written consent of the other parties. No party will sub-contract all or any part of its duties under this MOA without the prior written consent of the other parties.

V. Indemnity:

1. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Umatilla shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, DEQ, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by Umatilla.
2. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act ORS 30.260 through 30.300), DEQ shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Umatilla, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by DEQ.
3. Without limiting the generality of the foregoing, no party shall be liable to any other party for any incidental or consequential damages arising out of or related to this MOA. No party shall be liable for any damages of any sort arising solely from the termination of this MOA or any part hereof in accordance with its terms.

VI. Termination of the MOA:

A party may terminate the MOA by providing the other parties with ninety (90) calendar days prior written notice of the intent to terminate.

VII. General:

1. No Discrimination. Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules

established pursuant to those laws.

2. No Waiver. The failure by any party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.
3. Severability. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
4. Headings. The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.
5. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.
6. Written Amendments Required. This Agreement may not be modified or amended except by a writing signed by both parties.
7. Counterparts. This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

(continued on the next page)

VIII. Signatures:

All parties, by the signatures below, hereby acknowledge that they have read this MOA, understand it and agree to be bound by its terms and conditions.

Department of Environmental Quality

By _____
Leah Feldon, Deputy Director

Date _____

By _____
Mark Brown, Financial Services Manager-DPO

Date _____

Umatilla Board of County Commissioners

By _____
William Elfering, County Commission Chair

Date _____

By _____
George Murdock, County Commissioner

Date _____

By _____
John Shafer, County Commissioner

Date _____

Morrow County Court

By _____
Jim Doherty, County Commission Chair

Date _____

By _____
Melissa Lindsay, Commissioner

Date _____

By _____
Don Russell, Commissioner

Date _____

Approved for legal sufficiency by Anika E. Marriott, Oregon Department of Justice by separate document dated: _____

INTERGOVERNMENTAL AGREEMENT
UMATILLA COUNTY and MORROW COUNTY
On-Site Wastewater Treatment Systems Program

WHEREAS, the State of Oregon, pursuant to ORS 454.725, has entered into an agreement with Morrow County and Umatilla County to perform the duties of the Oregon Department of Environmental Quality for an on-site wastewater treatment systems program in Morrow County;

WHEREAS, Umatilla County previously entered into a separate agreement with the State of Oregon for administration and enforcement of an on-site wastewater treatment systems program within Umatilla County, and has established such program within Umatilla County;

WHEREAS a county may enter into any contracts the county deems necessary to accomplish the work required for an environmental health program;

WHEREAS ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

NOW THEREFORE, the Counties agree to the following regarding an on-site wastewater treatment systems program within Morrow County:

1. Each party will perform its duties and obligations as set out in the Memorandum of Agreement Relating to Permitting and Inspection of Onsite Wastewater Treatment Systems with the Oregon Department of Environmental Quality ("DEQ Agreement").

2. In addition, Umatilla County will provide for the administration and the enforcement of an on-site wastewater treatment systems program within Morrow County, under the terms and the conditions of this Intergovernmental Agreement and the DEQ Agreement.

3. Morrow County delegates its authority under the Morrow County Ordinances and regulations, to Umatilla County, for the administration and the enforcement of an on-site wastewater treatment systems program, including citation and prosecution of violations.

4. Morrow County will adopt any necessary rules and regulations for the administration and enforcement of an on-site wastewater treatment systems program, as required by the DEQ Agreement, and also as requested by Umatilla County, including but not limited to, adoption of State Statutes and Administrative Rules, violation proceedings, contested case proceedings, public nuisance, delegation, and fees.

5. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), each party shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, the other county, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by the actions of that party's employees under this IGA.

6. This agreement may be terminated by either party at any time on 90 days written notice to the other party.

SIGNED AND AGREED TO BY:

MORROW COUNTY
through its County Court

Jim Doherty, County Commission Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

Date: _____

UMATILLA COUNTY
through its Board of Commissioners

William J. Elfering Chair

George L. Murdock, Commissioner

John M. Shafer, Commissioner

Date: _____

Morrow County Fee Schedule
Environmental Health

Food Service Annual Fee (January 1 to December 31)

<i>Description</i>	<i>Fees</i>
Full service restaurant	
0-15 seats	\$568
16-50 seats	\$638
51-150 seats	\$730
150+ seats	\$809
Not for profit License	\$100
Limited service Restaurant	\$323
Bed and Breakfast	\$232
Commissary	\$406
Warehouse	\$163
Mobile food unit	
Class 1 to 3	\$222
Class 4	\$421
Benevolent facility, whose main focus is to serve food directly to indigent populations at no charge	\$-0-
Temporary Restaurant	
Single event, intermittent and seasonal	\$77
Not for profit license – intermittent and seasonal	\$50
Not for profit license – 90 day license	\$50
Not for profit license – single event (per calendar year)	\$50
Not for profit license – single event (per calendar year) if qualifies as benevolent organization	\$34
Fee due in health department 5 days prior to event, and if not paid by that time, then the following fee charged:	
Single event, intermittent and seasonal	\$132
Not for profit license – intermittent and seasonal/90 day	\$55
Temporary at event (operating without a license)	\$264
Vending machines (by number of machines)	
1-10 units	\$43
11-20 units	\$85
21-30 units	\$117
31-40 units	\$160
41-50 units	\$196
51-75 units	\$238
76-100 units	\$323
101-250 units	\$562
251-500 units	\$890
501-750 units	\$1214
751-1000 units	\$1485
1001-1500 units	\$1940
1501+ units	\$2429

Reinstatement fee - to reinstate a license after the December 31 expiration, the applicant must pay a reinstatement fee of \$100 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100 on the first day of each succeeding month until the license is reinstatement	\$100 per month
Inspection fee – Quarterly inspections resulting from 2 consecutive failures of 70 points or less	One-half of original license fee for each inspection
Reinspection fee – for any reinspections beyond 2 in one calendar year	\$141/hour with 1 hour minimum

Tourist Facilities Annual Fee (January 1 to December 31)

<i>Description</i>	<i>Fees</i>
Tourist accommodation	\$65
Organizational camp	\$65
Recreational Vehicle Park (by number of spaces)	
0-50 spaces	\$65 + \$2.00/space
51-100 spaces	\$65 + \$2.00/space
101+ spaces	\$65 + \$1.39/space
Non-renewal/late penalty fee – facilities that renew later than January 15 will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency until the fee is paid in full	50% per month

Pool Facilities Annual Fee (January 1 to December 31)

<i>Description</i>	<i>Fees</i>
First pool/spa	
Seasonal	\$152
Annual	\$239
Additional pool/spa	
Seasonal	\$89
Annual	\$152
Reinspection fee – For any reinspections beyond 2 in one calendar year	\$141/hour, with 1 hour minimum
Non-renewal/late penalty fee – facilities that renew later than January 15 will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency until the fee is paid in full	50% per month

Plan Review

<i>Description</i>	<i>Fees</i>
Full Service restaurant	\$379
Limited service restaurant	\$110
Seasonal temporary restaurant	\$110
Bed and Breakfast	\$110
Commissary	\$186

Warehouse	\$76
Mobile food unit	
Class 1 to 3	\$110
Class 4	\$220
Benevolent facility, whose main focus is to serve food directly to indigent populations at no charge	\$-0-
Not for profit	\$190
School Plan Review	\$138
Remodeling	
Full service restaurant	\$138
All other food facilities	\$76

Inspection Fee for Facilities Licensed by Other Agencies

<i>Description</i>	<i>Fees</i>
Child care facilities	\$192
Head Start facilities	\$192
Schools	
Central kitchen	\$229
On-site prep kitchen	\$192
Finishing kitchen	\$172
Satellite	\$76
Summer Education Programs	
Serve site	\$117
Kitchen preparation	\$227
Waiver food service site	\$192
Waiver satellite site	\$76
Correctional facilities – per hour (time includes travel and reporting)	\$141/hour
Non-licensed facilities – per hour (time includes travel and reporting)	\$141/hour

ONSITE Wastewater Treatment System (all application fees include \$100 DEQ Surcharge Fee unless otherwise noted)

<i>Description</i>	<i>Fees</i>
Site Evaluation	
Single family dwelling – First lot	\$780
Single family dwelling – Each additional lot evaluated during initial visit	\$780
Commercial facility with a design capacity of 1,000 gpd or less	\$780
Commercial facility with a design capacity of 1,001 – 1,500 gpd	\$956
Commercial facility with a design capacity of 1,501 – 2,000 gpd	\$1,032
Commercial facility with a design capacity of 2,001 – 2,500 gpd	\$1,208
Existing system report	\$704
Construction/Installation Permits	
For systems with a design capacity of less than 600 gpd	
System Type A	\$548
System Type B	\$964
System Type C	\$1,108

System Type D	\$1,335
System Type E	\$1,620
Plan Review for Commercial Facility Systems	\$-0-
For systems with a design capacity of 601-1,000 gpd	
System Type A	\$548
System Type B	\$964
System Type C	\$1,108
System Type D	\$1,335
System Type E	\$1,620
Plan Review for Commercial Facility Systems	\$368
For systems with a design capacity of 1,001-1,500 gpd	
System Type A	\$644
System Type B	\$1,060
System Type C	\$1,204
System Type D	\$1,413
System Type E	\$1,760
Plan Review for Commercial Facility Systems	\$432
For systems with a design capacity of 1,501-2,000 gpd	
System Type A	\$740
System Type B	\$1,156
System Type C	\$1,300
System Type D	\$1,491
System Type E	\$1,812
Plan Review for Commercial Facility Systems	\$496
For systems with a design capacity of 2,001-2,500 gpd	
System Type A	\$836
System Type B	\$1,252
System Type C	\$1,396
System Type D	\$1,569
System Type E	\$1,908
Plan Review for Commercial Facility Systems	\$560
Reinspection fee - System Types A - E (No surcharge fee)	\$141
Type A = Gray water waste disposal sumps	
Type B = Holding tanks	
Type C = Standard subsurface, absorption trenches in saprolite, redundant, seepage trench, steep slope	
Type D = Alternative treatment technologies, capping fill, pressurized distribution, tile dewatering	
Type E = Recirculating gravel filter, sand filter (commercial or residential)	
Pump Evaluation fee. For all permits for Types A and B that specify the use of a pump or dosing siphon except for sand filter, alternative treatment technologies, recirculating gravel filter, and pressurized distribution systems. (No surcharge fee)	\$64
Alteration Permits:	
Major Alteration	\$652
Minor Alteration	\$364

Repair Permits - Single Family Dwelling	
Major Repair	\$635
Minor Repair	\$356
Repair Permits - Commercial Facility	
Major Repair	\$1,108
Minor Repair	\$563
Permit Transfer, Reinstatement or Renewal	
Field Visit Required	\$620
Field Visit Not Required	\$252
Authorization Notices:	
Field Visit Required	\$724
Field Visit Not Required	\$260
Renewal of hardship authorization for temporary dwelling:	
Field Visit Required	\$430
Field Visit Not Required	\$200
Alternative system inspection - Holding tanks	\$484
Alternative system inspection	\$628
Land Use Clearance (No surcharge fee)	\$50
Annual report evaluation – Holding tanks (No surcharge fee)	
Hard copy submittal	\$30
Online submittal	\$25
Annual report evaluation - Sand filters, pressurized distribution systems, recirculating gravel filers, and alternative treatment technology (No surcharge fee)	
Hard copy submittal	\$60
Online submittal	\$50
Pumper truck inspections (No surcharge fee)	
First vehicle, each inspection	\$100
Each additional vehicle, each inspection	\$50



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

(For BOC Use) Item # 69

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: **Code Enforcement Ordinance**
(No acronyms please)

Phone Number (Ext): 5055

Requested Agenda Date: 03-13-2019

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 checked="" 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:

Carla McLane

03112019

DATE

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):

Attached is the final DRAFT version of the Code Enforcement Ordinance which includes the following changes: addition of Chronic Nuisances section, addition of Environmental Health section, changing County Court to Board of Commissioners, requested changes to the Weed lists, and other minor changes throughout based on experience using the Ordinance.

With the Board's approval the following public hearing and adoption schedule will be triggered:

- 1) Posting of the DRAFT Code Enforcement Ordinance on or before Friday, March 15, 2019, starting the 20 day comment period. Submitting notice for the public hearings to both the Heppner Gazette and East Oregonian.
- 2) Public Hearing #1 scheduled for Wednesday, March 20, 2019, to be held in Boardman, meeting the north end public hearing requirement.
- 3) Public Hearing #2 scheduled for Wednesday, April 3, 2019, to be held in Heppner, meeting the south end public hearing requirement.
- 4) Adoption to take place on Wednesday, April 10, 2019, incorporating any changes identified through the public hearing process.

2. FISCAL IMPACT:

None identified at this step.

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

If needed to set the 20 day comment period and public hearing process into motion.

☐ Attach additional background documentation as needed.

The Code Enforcement Ordinance

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Section 1. Purpose and Policy

Authority

This Ordinance is adopted pursuant to the authority granted to general law counties by ORS Chapter 203 for the purpose of providing procedures to be used in enforcing the Morrow County Code. It is a violation under ORS 203.065 to fail to comply with any provision or requirement of a County ordinance, order, permit approval, consent agreement, enforcement order or state statute which the County has the authority to enforce.

1.100 Purpose

The purpose of this Ordinance is to provide for the welfare, safety and health of the citizens of Morrow County by establishing a procedure wherein the ordinances of Morrow County and State Statute can be enforced. In order to ensure timely and uniform enforcement of County ordinances and to maintain public confidence and certainty in County ordinances, it is necessary to enact the enforcement procedures in this Ordinance.

1.200 Application

County policies and ordinances to be enforced under this Ordinance are those contained herein and the Morrow County Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Solid Waste Management Ordinance to the extent it is not enforced under specific enforcement procedures contained therein, and city comprehensive or development or land use ordinances co-adopted by the County pursuant to a Joint Management Agreement. A violation in any provision in any chapter of a Morrow County Ordinance that does not have an enforcement procedure in that Ordinance to dispose of a violation is subject to this Ordinance.

Except for a violation which unmistakably exists and imminently endangers health or property, a complaint shall be first placed against any applicable permit approved by the County under the Morrow County Zoning Ordinance, Subdivision Ordinance or Solid Waste Management Ordinance. This Ordinance shall apply when the permit language does not address violations relating to the particular complaint.

1.300 Other Applications

A violation of an Oregon State Statute (ORS) or Oregon Administrative Rule (OAR) that is not adopted by this Ordinance may be enforced in the manner provided in that statute or rule by a person having lawful authority to enforce such statute or rule.

Section 2. Definitions

For the purpose of this Ordinance the following definitions apply:

Abandoned vehicle means a vehicle that is disabled, abandoned, parked or left standing unattended upon the right-of-way of any county road, state highway, or upon any street or alley over which Morrow County has jurisdiction, or upon any county property.

Abatement means any action on public or private property and any adjacent property as may be necessary to remove or alleviate a nuisance, including but not limited to, demolition, removal, repair, boarding and securing or replacement of property.

Attractive Nuisance is any negligent action or condition of property which would be both attractive and dangerous to curious children, or attract an infestation.

Chronic Dereliction means whenever a derelict building remains unoccupied for a period in excess of 6 months or a period less than 6 months when the building or portion thereof constitutes an attractive nuisance or hazard to the public.

Chronic Offender means a responsible party who has not complied with an order of the Code Enforcement Officer or Justice of the Peace for any number of violations within twelve consecutive months.

Citation, Complaint & Summons means the official form which charges a person(s) with a violation of a County Ordinance and requires that person to appear before the Court to answer the charges specified.

Code Enforcement File means the public record retained in the Morrow County Sheriff's Office which shall contain all documents, reports, evidence and other information concerning a particular complaint or enforcement action.

Code Enforcement Officer means the person(s) whose primary duties are to conduct code investigations, issue stop work or stop use orders, issue citations, and generally initiate ~~and prosecute~~ enforcement actions under this Ordinance. Enforcement officers have all authority to carry out the purposes of this Ordinance and the provisions of the Code under their authority. These persons may include any law enforcement officer, ~~Morrow County~~ Code Enforcement Officer, Public Health ~~Official, Administrator, or~~ Director, Solid Waste Administrator, Building Official, Weed Coordinator/Inspector ~~Control Supervisor~~, and ~~the Morrow County~~ Planning Official ~~Director~~.

Complainant means a person(s) who initiates a complaint against another person(s) alleging a violation of a County ordinance which is authorized by a ~~County Court Board of Commissioners~~ order to be enforced under this Ordinance.

Consent Agreement means a written agreement signed by the responsible party(s) (as defined below) and the Code Enforcement Officer stating the specific steps or conditions which the responsible party(s) must take or meet to cure a violation of a County ordinance.

Debris means the remains of something broken down or destroyed, including, but not limited to, scrap metal, paper, plastic or wood, pieces of asphalt, concrete, lumber or other building supplies or yard clippings or cuttings of plant material.

Derelict building means any building, structure, or portion thereof which is unoccupied and meets any of the following criteria or any residential structure which is at least 50% unoccupied and meets any of the following criteria: 1) Has been ordered vacated by a process outlined within this Ordinance; 2) Has been issued a correction notice by a process outlined within this Ordinance; 3) Is unsecured; 4) Is boarded; 5) Has been posted for violation of any portion of this Ordinance more than once in any two year period; or 6) Has, while vacant, had a nuisance abated by the County pursuant to this Ordinance.

Garbage, Trash or Waste means all useless or discarded putrescible and non-putrescible materials, including but not limited to rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste.

Hazardous Vehicle means a vehicle left in a location or condition such as to constitute an immediate threat to the safety of vehicular or pedestrian traffic and as defined in Oregon State Highway Division Administrative Rule OAR 734-020-0147.

Infestation means to be overrun to an unwanted degree or in a troublesome manner, especially as predatory animals, insects, or vermin do.

Invasive Species means an organism that causes ecological or economic harm in a new environment where it is not native.

Junk means broken, discarded or accumulated objects including but not limited to appliances, building supplies, furniture, vehicles, or parts of vehicles. This definition is not meant to include "bone yard" as defined in the Solid Waste Management Plan.

Justice of the Peace (JP) means the elected official in Morrow County who handles minor legal issues such as traffic offenses and code enforcement violations.

Livestock means domestic animals of types customarily raised or kept on a farm for profit or other purposes.

Motor Vehicle means a vehicle that is self propelled or designed for self propulsion.

Noise Nuisance means any sound which a) injures or endangers the safety or health of humans; or b) annoys or disturbs a reasonable person of normal sensitivities.

Noxious Weed means any plant which is determined by the ~~County Court~~ **Board of Commissioners** to be injurious to public health, crops, livestock, land or other property. (See Appendix A)

Nuisance means any thing, substance, or act that is a threat to the public health, safety, or welfare.

Penalty means a fine assessed according to the schedule set forth in the applicable ordinance(s) against a responsible party(s) upon a finding by the Justice Court that a violation has occurred.

Person means any public or private corporation, local governmental unit, public agency, individual, partnership, association, firm, trust, estate or any other legal entity, contractor, subcontractor or combination thereof.

Person in Control~~Charge~~ of Property means an owner, agent, contract purchaser, lessee, occupant, or other person having possession or control of property.

Place or Property means any premises, room, house, building or structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

Public Safety Officer means a peace officer, Morrow County Code Enforcement Officer, fire prevention inspector, firefighter, or any person who, during an emergency formally declared by the Morrow County ~~Court~~ Board of Commissioners, has been deputized by and is acting pursuant to the orders of the Morrow County Sheriff.

Responsible Party/Violator means an owner, title holder, contract seller, contract buyer, possessor or user of the land upon which a violation is occurring, or the person(s) responsible for the action, conduct, or omission which constitutes a violation of a County ordinance, may each be held responsible for a violation of a County ordinance.

Stop Work or Stop Use Order means a formal written order issued by the Code Enforcement Officer or Building Official directing that any work, action or use is in violation of a County ordinance, must stop immediately. Such an order must be issued according to the requirements of Section 1412 of this Ordinance.

Street or Roadway means that portion of the road right-of-way developed for vehicular traffic.

Unsafe Building means any building or structure where defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered.

Vehicle means any device in, upon or by which any person or property is or may be transported or drawn upon a public highway and includes vehicles that are propelled or powered by any means.

Violation means an offense created by an ordinance of Morrow County or the State which is punishable by a fine or punishment in addition to a fine but does not provide that the offense is punishable by a term of imprisonment.

Weeds of Economic Importance means weeds which result in economic impact and which are identified by the Weed Advisory Board and approved by ~~County Court~~ Board of Commissioners as appropriate targets for intensive control or eradication as feasible. (See Appendix B)

Section 3. Jurisdiction

This Ordinance shall apply within those areas located inside Morrow County which are situated outside the city limits of an incorporated city. The Circuit and Justice Courts for the State of Oregon for the County of Morrow have concurrent jurisdiction over any and all violations of this Ordinance.

Section 4. Motor Vehicles

4.100 Abandoned Vehicles

An abandoned vehicle may be taken into immediate custody and removed by an appropriate authority. The Morrow County Sheriff has all authority to enforce ORS 819.100 - 819.200.

4.200 Disposal of Vehicles at the Request of a Person in Lawful Possession (junk slips)

- A. A person may make a request to the Morrow County Sheriff's Office, or designee, to dispose of a vehicle that is on the private property of the person and that is appraised at a value of \$500.00 or less, as determined by a holder of a certificate issued under ORS 819.230, if the person is in lawful possession of the vehicle. For the purposes of this subsection, a person need not have the certificate of title to be in lawful possession of the vehicle.
- B. When the Sheriff's Office chooses to dispose of a vehicle under Section A above, the Sheriff's Office shall do all of the following:
 - 1. Photograph the vehicle.
 - 2. Verify that the person is in lawful possession of the vehicle.
 - 3. Provide notification on a "junk slip" document recording the vital information of an abandoned or accumulated vehicle to the person requesting the disposal and the Department of Motor Vehicles of all of the following:
 - a. The name and address of the person requesting the disposal;
 - b. The vehicle identification number;
 - c. The appraised value of the vehicle;
 - e. The name and address of the authority disposing of the vehicle.
 - 4. Dispose of the vehicle and its contents to a person who holds a valid dismantler certificate issued under ORS 822.110.
- C. The Sheriff's Office may charge the person requesting the disposal a fee to dispose of the vehicle.
- D. Disposal of a vehicle to a dismantler as provided in this section extinguishes all prior ownership and possessory rights. No title shall further be issued upon the vehicle, including salvage title.
- E. In lieu of submitting ownership or other title documents for the vehicle, the Sheriff's Office may submit to the dismantler a copy of the junk slip notification provided to the Department of Motor Vehicles under subsection B. of this section.

4.300 Motor Vehicle Impound

A police officer who has probable cause to believe that a person, at or just prior to the time the police officer stops the person, has committed an offense described in Oregon Statute may, without prior notice, order the vehicle impounded until a person with right to possession of the vehicle complies with the conditions for release or the vehicle is ordered released by a hearings officer.

4.400 Towing and Storage Liens

The lien that attaches to the vehicle shall be a possessory chattel lien in accordance with ORS 87.142 and shall be foreclosed in the manner provided in ORS 87.152 to 87.212. If the appraised value of the vehicle is \$1,000.00 or less, the vehicle shall be disposed of in the manner provided in ORS 819.220. Evidence regarding market value from any person who deals, trades, buys, or disposes of such vehicles in the ordinary

course of such person's business shall be sufficient to establish market value.

4.500 Suspension of Notice and Hearing Requirements

In all cases where removal, towing or impoundment of any vehicle has been performed by persons engaged in emergency operations after formal declaration of emergency by the Morrow County ~~Court~~ Board of Commissioners, all notice and hearings requirements shall be suspended and held in abeyance until abatement of the conditions creating the emergency reasonably allow for providing notice and hearing.

4.600 Vehicles as attractive nuisances

No person in charge of property may permit, or no person may cause to exist, vehicles or parts thereof, which could cause an attractive nuisance or infestation.

Section 5. Nuisances

5.100 Nuisances

No person in charge of property may permit, or no person may cause to exist, any thing, substance, or act that is an imminent threat to the public health, safety, or welfare. An imminent nuisance may be summarily abated as provided in Section 1240.

5.200 General Nuisance

- A. All accumulation of garbage, waste and debris must be in accordance with the requirements of the Solid Waste Ordinance. No person in charge of property may permit, or no person may cause to exist, accumulation of debris, garbage, junk, or animal excrement that are not removed within a reasonable time, except as follows:
1. junk may be accumulated if authorized by permit or business license.
 2. yard cuttings, other than grass clippings, may be accumulated on property owned or leased by the person for burning at the first available burn season. It is the landowners' responsibility to obtain any required burning permits.
 3. yard cuttings and other organic material may be accumulated on property owned or leased by a person for composting, if maintained in a manner that does not attract vermin and does not produce an offensive odor.
 4. garbage may be accumulated in order to be hauled by a licensed solid waste hauler or to be taken by the person to an authorized depository if the garbage is secured within a fly-proof, rodent-proof, water-tight covered container that is kept clean and in good repair, and is removed within a reasonable time.
 5. animal excrement from livestock may be accumulated for farm or agricultural purposes as long as it does not become a danger to health or safety.
- B. Weeds. The owner or person in charge of property shall not permit the growth, seeding or spreading of weeds as a fire danger. Local Fire Chiefs and Marshals are recognized as the enforcement authority for fire hazards. Additionally, Morrow County is declared a Weed Control District and is further regulated as characterized by Section 119 of this Code.
- C. No person may cause to exist vegetation that:
1. is a hazard to pedestrian use of a public sidewalk or is a hazard to bicycle or vehicular use of a public or private street by impeding passage or vision. The hazards include, but are not limited to:
 - a. Vegetation that encroaches upon, or overhangs lower than 8 feet, a public sidewalk or other pedestrian way, or encroaches upon or overhangs lower than 10 feet, a public or private street.
 - b. Vegetation that impedes motorist, bicyclist or pedestrian views of traffic, traffic signs or signals, street lights or name signs, or other safety fixtures or markings placed in the public way.
 2. is a hazard to the public or property on or near the property where the vegetation is located;
 3. impedes access to or use of any public facility;
 4. obstructs drainage facilities in the public way, including but not limited to roadside ditches, street curbs and gutters, catch basins, or culverts;
 5. has roots that have entered a sewer or water line, main or system, and

- that stops, restricts or retards the flow of sewage or water, or damages the pipes or connectors; has roots that have cracked or displaced a sidewalk, curb or street;
- 6. extends across a property line. Tree and shrub branches or limbs may extend across a property line when by condition or location they do not create a hazard to the health, safety or well-being of the general public.
- D. Trees. The owner or person in charge of property shall not permit shrubs or trees to interfere with the use of a sidewalk or roadway, or obstruct a driver's view of an intersection or of traffic upon streets approaching an intersection, or otherwise create a hazard to the public. Such owner or person in charge of property shall also trim the trees so that the minimum clearance of the overhanging part of the tree is eight feet above the sidewalk and eleven feet above the roadway.
- E. No person in charge of property may permit or no person may cause to exist on private or public property accessible containers with a capacity of more than one cubic foot and a door or lid that locks or fastens when closed and that cannot be easily opened from the inside.
- F. No person in charge of property may permit or no person may cause to exist a well, cistern, cesspool, pit, quarry, excavation, swimming pool, or other hole of a depth of four feet or more, unless;
 - 1. it is fenced or securely covered; or
 - 2. the excavation is part of an authorized construction project and during the course of construction reasonable safeguards are maintained to prevent injury.
- G. No person in charge of property may permit or no person may cause to exist on a sidewalk or public or private street adjacent to the property, any dumping or storage of dirt, sand, rocks, gravel, lawn clippings, bark dust, lumber or other similar material.
- H. No person in charge of a development project may permit, or no driver of a vehicle may cause, any deposit of dirt, mud, lumber or other material or object on any street or sidewalk.
- I. Unlawful Posting of placards.
 - 1. No person may attach or cause to be attached an advertisement, bill, placard, poster or sign upon real or personal property, whether public or private, without first securing permission from the owner or person in control of the property.
 - 2. This section shall not be construed as an amendment to or a repeal of any county development code regulation of the use and location of signs.

5.300 A general nuisance may be abated as provided in Section 1140.

Section 6. Housing as a Public Nuisance

6.100 Authority

Whenever the County finds that there exists in the County dwellings, buildings or structures which are unfit for human habitation due to unsanitary conditions, dilapidation or other defects detrimental to the public health, welfare and safety of Morrow County residents the County may exercise its authority under State Statute to repair, close or demolish these dwellings in the manner provided in this Section and in State Statute.

For the purposes of aiding the Code Enforcement Officer, the County will, pursuant to this Section, utilize the authority given to the County Public Health Director in ORS 431.150 in all matters pertaining to the public health and the authority given to the Building Official in Oregon Administrative Rule 918-480-0140(5) to revoke a certificate of occupancy of a residential dwelling in violation of applicable law that poses a threat to health and safety. The Fire Chief of an appropriate Fire Protection District will have all authority to enforce the Oregon Fire Code in order to protect the public safety and health of the citizens of Morrow County.

6.200 Purpose and Policy

It is the purpose of this Section to address the matter of concern in the County with particular, although not widespread, instances of unsafe, unsanitary and dilapidated housing that exist and are detrimental to the public health, welfare and safety. It is not the purpose of this Section to constrain rural, isolated dwellings such as cabins built for recreational use but may be applied if such a dwelling is occupied for a full calendar year. It shall be the policy of the County to:

- Endeavor to educate responsible parties when a health and safety issue with housing becomes apparent. It is recognized that not all landlords and tenants are aware of their resources and responsibilities according to Oregon State law.
- Provide clear evidence and health benchmarks as provided by this Section and the expertise, experience and authority of the Code Enforcement Officer, the Public Health Director, the Building Official, Fire Officials and other public officials whose work, training and lawful authority allow for enforcement of health and safety issues.
- Identify and abate chronic violations. Properties that have had ongoing or repeated violations and have been identified as chronic offenders are especially at risk for County action. County actions are meant to encourage property owners to comply. Lack of compliance may lead to additional penalties.

6.300 Nuisance Housing ~~Property~~ as a Public Nuisance

Any structure that is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence or whenever any structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such structure provided by the building regulations of Morrow County, the Oregon State Structural Code, the Fire and Life Safety Code, or any local law or ordinance relating to the condition, location, or structure of buildings.

~~6.350~~ A. Dangerous Buildings.

- A** 1. Whenever the structure has been so damaged by fire, wind, earthquake, or flood or any other cause, or has become so dilapidated or deteriorated as to become:

- a. An attractive nuisance, or
- b. A harbor for vagrants or criminals, or
- c. As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
- ~~B~~ 2. Whenever a structure has become chronically derelict;
- ~~E~~ 3. Unsafe buildings and burned or partially burned structures that have become unsafe or dangerous; or
- ~~D~~ 4. When deemed dangerous by the Building Official or local Fire Marshall.

~~6.360 Under the authority provided in Oregon Statute, the County may prohibit the use or occupancy of any property used for the purposes of prostitution, gambling or illegal use of controlled substances.~~

6.400 Benchmarks.

A tenant, property owner, or both, can be considered a Responsible Party for meeting the requirements of this Section. For purposes of this Section, a dwelling unit shall be considered uninhabitable if it substantially lacks any one of the first 7 or a combination of:

- A. As applied to landlord responsibilities:
 - 1. Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;
 - 2. Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;
 - 3. A water supply approved under applicable law, which is:
 - a. Under the control of the tenant or landlord and is capable of producing hot and cold running water
 - b. Furnished with appropriate fixtures;
 - c. Connected to a sewage disposal system approved under applicable law; and
 - d. Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;
 - 4. Adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;
 - 5. Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order.
 - 6. Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;
 - 7. Safety from fire hazards as required by the Oregon Fire Code.
- B. As applied to tenant duties:

18. All areas of the premises kept in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem.
29. All ashes, garbage, rubbish and other waste disposed of from the dwelling unit in a clean, safe and legal manner.
340. All plumbing fixtures in the dwelling unit kept or used by the tenant as clean as their condition permits.

The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem.

6.500 Resolution

Resolution of a violation of this section may be sought as stipulated in Section 1140 Enforcement Procedures in this Ordinance with the following changes:

- A. Discovery.
A complaint under this section shall be filed for investigation by recommendation to the Code Enforcement Officer or a local Fire Chief.
- B. Investigation and Confirmation.
An action for enforcement by the Code Enforcement Officer shall be investigated and authorized by at least one authorized public health official as identified in Section 6.100 above. The investigation shall be accomplished either by physical inspection of the property or by inspection of photographic or video evidence of the alleged violation. When a violation of this Section has been confirmed upon this investigation, the public health official(s) shall provide the Code Enforcement Officer with a Confirmation Statement avowing the existence of a public health and safety violation according to the Benchmarks provided in Section 6.400 (Benchmarks) above.
- C. Actions.
 1. The first confirmed violation with respect to location and property owner shall follow the guidelines of Section 1140.100(A) of this Ordinance if Summary Abatement is not warranted. The responsible part(y)ies shall be provided with appropriate education materials as to property owner and/or tenant resources and responsibilities.
 2. Subsequent violations on the same property with the same property owner may meet the definition of chronic offender. The County may utilize an enforcement action most appropriate to the situation in compliance with Section 1140 of this Ordinance. Penalties and Costs will be assessed according to Section 1342 of this Ordinance including recovery in the form of a lien to recover costs and penalties for abatement.
 3. A chronic offender will face additional sanctions, such as citation and County abatement with the requirement to pay the County's costs plus chronic offender percentage penalties as stipulated in the Morrow County Fee Ordinance.

6.600 Inspection and Right of Entry

A. Right of Entry.

A Code Enforcement Officer may enter property, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any building regulations, or whenever the Officer has reasonable cause to believe that there exists in any structure or upon any property any condition which would constitute a violation as described in this Section, the Oregon Fire Code or Building Code. In the case of entry into areas of property that are plainly enclosed to create privacy and prevent access by unauthorized persons, the following steps shall be taken:

1. Occupied Property. If any structure on the property is occupied, the Code Enforcement Officer shall first present proper credentials and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant;

2. Unoccupied Property.

a. If the property is unoccupied, the Code Enforcement Officer shall contact the property owner, or other persons having charge or control of the property, and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant.

b. If structures on the property are unoccupied, the Code Enforcement Officer shall first make a reasonable attempt to locate the owner or other persons having charge or control of the property and request entry. If entry is refused, the Code Enforcement Officer may obtain entry by obtaining an inspection warrant; or

B. Grounds for Issuance of Inspection Warrants; Affidavit.

1. Affidavit. An inspection warrant shall be issued only upon cause, supported by affidavit, particularly describing the applicant's status in applying for the warrant, the statute, ordinance or regulation requiring or authorizing the inspection or investigation, the property to be inspected or investigated and the purpose for which the inspection or investigation is to be made including the basis upon which cause exists to inspect. In addition, the affidavit shall contain either a statement that entry has been sought and refused, or facts or circumstances reasonably showing that the purposes of the inspection or investigation might be frustrated if entry were sought without an inspection warrant.

2. Cause. Cause shall be deemed to exist if reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to any building or upon any property, or there is probable cause to believe that a condition of nonconformity with any building regulation exists with respect to the designated property, or an investigation is reasonably believed to be necessary in order to discover or verify the condition of the property for conformity with building regulations.

C. Procedure for Issuance of Inspection Warrant.

1. Examination. Before issuing an inspection warrant, the Justice of the Peace may examine under oath the applicant and any other witness and shall be satisfied of the existence of grounds for granting such application.

2. Issuance. If the Justice of the Peace is satisfied that cause for the inspection

or investigation exists and that the other requirements for granting the application are satisfied, the Justice of the Peace shall issue the warrant, particularly describing the person or persons authorized to execute the warrant, the property to be entered and the purpose of the inspection or investigation. The warrant shall contain a direction that it be executed on any day of the week between the hours of 8:00 a.m. and 6:00 p.m., or where the Justice of the Peace has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.

3. Police Assistance. In issuing an inspection warrant on unoccupied property, the Justice of the Peace may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described property to remove any person or obstacle and assist the Code Enforcement Officer(s) inspecting the property in any way necessary to complete the inspection.

D. Execution of Inspection Warrants

1. Occupied Property. Except as provided in paragraph 2. below, in executing an inspection warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request.

2. Unoccupied Property. In executing an inspection warrant, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, as prescribed in paragraph 1. above, but may promptly enter the property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case a copy of the warrant shall be conspicuously posted upon the property.

3. Return. An inspection warrant must be executed within 10 working days of its issue and returned to the Justice of the Peace by whom it was issued within 10 working days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant unless executed is void.

6.700 Appeals

Appeals of Code Enforcement decisions shall be made to the Morrow County ~~Court~~**Board of Commissioners**, which will act as an advisory and appeals board. A written appeal must be filed with the Planning Department within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this Section or the rules legally adopted thereunder have been incorrectly interpreted, the provisions do not fully apply, or the requirements are adequately satisfied by other means. The ~~County Court~~**Board of Commissioners** shall meet to hear an appeal upon notice from the Planning Director within 20 days of the filing of an appeal at a separate hearing or at a regularly scheduled ~~County Court Board of Commissioners~~**Board of Commissioners** hearing. All appeal hearings shall be open to the public. The appellant, the appellant's representative, the Code Enforcement Officer and any person whose interests are affected shall be given an opportunity to be heard. The ~~County Court Board of Commissioners~~**Board of Commissioners** shall modify or reverse the decision of the Code Enforcement Officer only by a concurring vote of a majority of the ~~County Court~~**Board of Commissioners** and upon consultation with the public health officials responsible for signing the original Confirmation Statement stipulated in this 6.500(B) of this Section.

Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Board of Commissioner ~~County Court~~. The Code Enforcement Officer shall take immediate action in accordance with the decision of the ~~County Court~~ Board of Commissioners.

Section 7. Chronic Nuisances

7.100 Definitions

Chronic Nuisance Property is defined as:

- A. Property on which three or more Nuisance Activities exist or have occurred during any thirty (30) day period; or,
- B. Property on which or within 200 feet of which any Person Associated With the Property has engaged in three or more Nuisance Activities during any thirty (30) day period; or,
- C. Property which, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in the Oregon Revised Statutes has occurred within the previous thirty (30) days, and the Morrow County Sheriff has determined that the search warrant was based on evidence of continuous or repeated Nuisance Activities at the Property; or,
- D. Property on which continuous or repeated Nuisance Activities as defined in this chapter exist or have occurred.

7.200 Nuisance Activities

Any of the following activities, behaviors, or conduct:

- A. Harassment as defined in the Oregon Revised Statutes.
- B. Intimidation as defined in the Oregon Revised Statutes.
- C. Disorderly Conduct as defined in the Oregon Revised Statutes.
- D. Assault or Menacing as defined in the Oregon Revised Statutes.
- E. Sexual Abuse, Contributing to the Delinquency of a Minor, or Sexual Misconduct as defined in the Oregon Revised Statutes.
- F. Public Indecency as defined in the Oregon Revised Statutes.
- G. Prostitution or related offenses as defined in the Oregon Revised Statutes.
- H. Alcoholic liquor violations as defined in the Oregon Revised Statutes.
- I. Offensive Littering as defined in the Oregon Revised Statutes.
- J. Criminal Trespass as defined in the Oregon Revised Statutes.
- K. Theft as defined in the Oregon Revised Statutes.
- L. Arson or related offenses as defined in the Oregon Revised Statutes.
- M. Possession, Manufacture, or Delivery of a Controlled Substance or related offenses as defined in the Oregon Revised Statutes.
- N. Illegal Gambling as defined in the Oregon Revised Statutes.
- O. Criminal Mischief as defined in the Oregon Revised Statutes.
- P. Any attempt to commit (as defined in the Oregon Revised Statutes), any of the above activities, behaviors or conduct.

7.300 Violation

- A. Any Property determined by the Morrow County Sheriff to be Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.
- B. Any Person in Control of Property determined by the Morrow County Sheriff to be a Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.

7.400 Procedures

- A. When the Morrow County Sheriff receives two or more police reports documenting the occurrence of Nuisance Activities on or within 200 feet of a

Property, the Morrow County Sheriff shall independently review such reports to determine whether they describe the activities, behaviors or conduct enumerated under this chapter. Upon such a finding, the Morrow County Sheriff may notify the Person in Control in writing that the Property is in danger of becoming Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.
 2. A statement that the Morrow County Sheriff has information that the Property may be Chronic Nuisance Property, with a concise description of the Nuisance Activities that exist, or that have occurred. The Morrow County Sheriff shall offer the Person in Control an opportunity to propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
 3. Demand that the Person in Control respond to the Morrow County Sheriff within ten (10) days to discuss the Nuisance Activities.
- B. When the Morrow County Sheriff receives a police report documenting the occurrence of additional Nuisance Activity on or within 200 feet of a Property after notification as provided by this chapter; or, in the case of Chronic Nuisance Property as defined in this chapter, for which notice is not required, the Morrow County Sheriff shall notify the Person in Control in writing that the Property has been determined to be a Chronic Nuisance Property. The notice shall contain the following information:
1. The street address or a legal description sufficient for identification of the Property.
 2. A statement that the Morrow County Sheriff has determined the Property to be Chronic Nuisance Property with a concise description of the Nuisance Activities leading to his/her determination.
 3. Demand that the Person in Control respond within ten (10) days to the Morrow County Sheriff and propose a course of action that the Morrow County Sheriff agrees will abate the Nuisance Activities giving rise to the violation.
 4. Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the Person in Control at the address of the Property determined to be a Chronic Nuisance Property, or such other place which is likely to give the Person in Control notice of the determination by the Morrow County Sheriff.
 5. A copy of the notice shall be served on the owner at the address shown on the tax rolls of the county in which the Property is located, and/or the occupant at the address of the Property, if these Persons are different than the Person in Control, and shall be made either personally or by first class mail, postage prepaid.
- C. If the Person in Control fails to respond as required, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel. Prior to referring the matter to the Morrow County Board of Commissioners and the County Counsel, the notice shall also be posted at the property.
- D. If the Person in Control responds as required and agrees to abate Nuisance Activities giving rise to the violation, the Morrow County Sheriff may postpone referring the matter to the Morrow County Board of Commissioners and the County Counsel. If an agreed course of action does not result in the abatement of the Nuisance Activities within sixty (60) days; or, if no agreement concerning

abatement is reached within sixty (60) days, the Morrow County Sheriff may refer the matter to the Morrow County Board of Commissioners and the County Counsel.

- E. When a Person in Control makes a response to the Morrow County Sheriff as required any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any Nuisance Activities have occurred or are occurring. This Subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.
- F. The failure of any Person to receive notice as provided by shall not invalidate or otherwise affect the proceedings under this Chapter.

7.500 Commencement of Actions; Remedies; Burden of Proof

- A. The Morrow County Board of Commissioners may authorize the County Counsel to commence legal proceedings in the Circuit Court or Justice Court to abate Chronic Nuisance Property and seek closure, the imposition of civil penalties against any or all of the Persons in Charge thereof, and, any other relief deemed appropriate.
- B. If the Court determines Property to be Chronic Nuisance Property, the Court shall order that the Property be closed and secured against all unauthorized access, use and occupancy for a period of not less than six (6) months, nor more than one (1) year. The order shall be entered as part of the final judgment. The Court shall retain jurisdiction during any period of closure.
- C. If the Court determines a Property to be Chronic Nuisance Property, the Court may impose a civil penalty of up to \$100 per day for each day Nuisance Activities occurred on the Property; or, the cost to the County to abate the Nuisance Activities at the Property whichever is greater. The amount of the civil penalty shall be assessed against the Person in Control and/or the Property and may be included in the County's money judgment.
- D. If satisfied of the good faith of the Person in Control, the Court shall not award civil penalties if the Court finds that the Person in Control at all material times could not, in the exercise of reasonable care or diligence, determine that the Property had become Chronic Nuisance Property.
- E. In establishing the amount of any civil penalty, the Court may consider any of the following factors and shall cite those found applicable:
 - 1. The actions taken by the Person in Control to mitigate or correct the Nuisance Activities at the Property;
 - 2. The financial condition of the Person in Control;
 - 3. Repeated or continuous nature of the problem;
 - 4. The magnitude or gravity of the problem;
 - 5. The cooperation of the Person in Control with the County;
 - 6. The cost to the County of investigating and correcting or attempting to correct the Nuisance Activities;
 - 7. Any other factor deemed relevant by the Court.
- F. The County shall have the initial burden of proof to show by a preponderance of the evidence that the Property is Chronic Nuisance Property.
- G. Evidence of a Property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

7.600 Summary Closure

Any summary closure proceeding shall be based on evidence showing that Nuisance Activities exist or have occurred on the Property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an

order of summary closure shall be governed by the provisions of the Oregon Rules of Civil Procedure for obtaining temporary restraining orders. In the event of summary closure, the County is not required to comply with the notification procedures set forth in this Chapter.

7.700 Enforcement

The Court may authorize the County to physically secure the Property against all unauthorized access, use or occupancy in the event that the Person in Control fails to do so within the time specified by the Court. In the event that the County is authorized to secure the Property, the County shall recover all costs reasonably incurred by the County to physically secure the Property as provided by this Section. The County shall prepare a statement of costs and the County shall thereafter submit that statement to the Court for its review as provided by the Oregon Rules of Civil Procedure.

A lien shall be created against the Property for the amount of the Counties money judgment. Judgments imposed by this Chapter shall bear interest at the statutory rate.

7.800 Attorney Fees

The Court may, in its discretion, award attorneys' fees to the prevailing party.

Section 87. Noise as a Public Nuisance

87.100 Prohibited Acts

It shall be unlawful for any person to create, assist in creating, permit, continue or permit the continuance of any loud, disturbing or unnecessary noise in the County. The following acts are declared to be violations of this Section, but such enumerations shall not be deemed to be exclusive:

- A. Any loud and continuing noise that obstructs the free use of property so as to essentially interfere with the reasonable comfort and enjoyment of life and property.
- B. Noise made between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM, and is one of the following:
 - 1. Constant for at least five (5) minutes; or
 - 2. Repeated at least three (3) times during a thirty (30) minute time period.
- C. Noise that is plainly audible within a dwelling unit one hundred feet (100') or more away from the source of the noise, including the use of domestic power tools, construction work, noise created by dogs, or any similar offensive noise from any building used as a private residence, apartment house, rooming house, or hotel between the hours of eleven o'clock (11:00) PM and seven o'clock (7:00) AM.
- D. A continuing offense, which shall be one in which the sound constituting the violation occurs without substantial break for a period of twenty-four (24) hours or more.

87.200 Exceptions

The following acts are exceptions in this Chapter:

- A. Noise emanating from aircraft, railway locomotives, military operations, energy facilities, and farm equipment and operations.
- B. Noise created by the normal operation of construction, road work, road repair, drilling or demolition work that occurs between the hours of six o'clock (6:00) AM and ten o'clock (10:00) PM.
- C. Noise created by a community outdoor activity or event conducted on public or private parks, playgrounds, and public or private school grounds .
- D. When an alleged noise nuisance is the result of an activity allowed by a permit issued by an authority of the State or Federal jurisdiction, the nuisance shall be enforced under the provisions and conditions of that particular permit.
- E. Noise caused by the performance of emergency work, emergency alarms, or by the ordinary and accepted use of emergency apparatus and equipment.

87.300 Penalties

In addition to other remedies provided by this Ordinance, a violation may be enjoined by a civil action pursuant to Oregon Statute as described in Section 1542 of this Code.

Violations of Oregon Administrative Rule 340-035 Noise Control Regulations are not enforced under this code enforcement ordinance.

Section 98. Dogs as a Public Nuisance and Animal Neglect

98.100 Establishment of a Dog Control District

Morrow County is hereby declared a Dog Control District. The Morrow County ~~Court~~ Board of Commissioners shall act as the Dog Control District Board of Supervisors. The Code Enforcement Officer shall be the dog control officer and will provide for administration and enforcement of a dog control program.

98.200 Dogs as a Nuisance

A. — A dog is a public nuisance if it:

- 1. Chases persons or vehicles on premises other than premises from which the keeper of the dog may lawfully exclude others;
- 2. Damages or destroys property of persons other than the keeper of the dog;
- 3. Scatters garbage on premises other than premises from which the keeper of the dog may lawfully exclude others;
- 4. Trespasses on public or private property of persons other than the keeper of the dog;
- 5. Disturbs any person by frequent or prolonged noises;
- 6. Is a female in heat and running at large; or
- 7. Any dog running at large; or
- 8. Is a menacing or potentially dangerous dog, but is not a dangerous dog as defined in Oregon Statute

B. Any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the County. The receipt of any complaint is sufficient cause for the County to investigate the matter and determine whether the keeper of the dog is in violation of this Section.

C. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is found running at large as a nuisance as described in 8.200(A) above.

98.300 Owner Responsibility

- A. All dogs shall be kept within the real property limits of the keeper of the dog and under control of the responsible person, or contained with a fence that maintains control of the animal. While off the property of the keeper of the dog, a dog must be on a leash or lead under control of a responsible person or be contained within a portable kennel. If the dog has been determined by the law enforcement officer or dog control officer to be a public nuisance consistent with the definition in 8.200(A) above, restraint shall mean contained within a dog run or kennel, inside a secure structure, or leashed and muzzled when off the premises or the premises occupied by the keeper of the dog.
- B. Any dog determined by the County to be a menacing dog or a public nuisance shall be confined by the keeper of the dog, within a secure building, secure kennel or dog run. Whenever off the premises the dog shall be securely muzzled and leashed or muzzled and caged whenever off the premises of the keeper of the dog.
- C. No dog shall be allowed to cause a nuisance. The keeper of every dog shall be held responsible for every behavior of such dog under the provisions of this Section and State law.

98.400 Dogs and Livestock

- A. The owner of any livestock which has been damaged by being injured, chased, wounded or killed by any dog shall have a cause of action against the owner of such dog for the damages resulting therefrom, including double the value of any livestock killed and double the amount of any damage to the livestock.
- B. If one or more of several dogs owned by different persons participate in damaging any livestock, the owners of the respective dogs shall be jointly and severally liable under this section. The owners of dogs jointly or severally liable under this section have a right of contribution among themselves. The right exists only in favor of an owner who has paid more than the pro rata share of the owner, determined by dividing the total damage by the number of dogs involved, of the common liability, and the total recovery of the owner is limited to the amount paid by the owner in excess of the pro rata share of the owner.
- C. Any dog, whether licensed or not, which, while off the premises owned or under control of its owner, kills, wounds, or injures any livestock not belonging to the master of such dog, is a public nuisance and may be killed immediately by any person. This regulation does not apply to any dog acting under the direction of its master, or the agents or employees of such master.
- D. If any dog, not under the control of its owner or keeper, is found chasing or feeding upon the warm carcass of livestock not the property of such owner or keeper it shall be deemed, prima facie, as engaged in killing, wounding or injuring livestock.
- E. No person shall kill any dog for killing, wounding, injuring or chasing chickens upon a public place or highway.

98.500 Impounding certain dogs; procedure for county disposition of impounded dogs; impoundment fees and costs; release of dog.

- A. A law enforcement officer or dog control officer may cite a keeper, impound a dog, or both if the dog is a public nuisance as described above; or the officer has probable cause to believe that the dog is a dangerous dog as defined in ORS 609.098.
- B. All dogs impounded under this section shall be held in an adequate and sanitary pound to be provided by the county governing body from the general fund or out of funds obtained from dog licenses and from the redemption of dogs so impounded. However, in lieu of the establishment of a dog pound, the county governing body may contract for the care of the dogs. Unless claimed by its keeper, a dog shall be impounded for at least three days if the dog is without a license or identification tag and for at least five days if it has a license or identification tag. A reasonable effort shall be made to notify the keeper of a dog before the dog is removed from impoundment.
- C. ~~Unless the dog control board or~~ county governing body provides otherwise, if the keeper appears and redeems the dog, the keeper shall pay a fee for each subsequent impoundment, pay the expense of keeping the dog during the time it was impounded, and obtain necessary immunizations. Fees will be in accordance with the current Morrow County Fee Schedule.
- D. In addition to any payment required pursuant to subsection C. of this section, ~~a dog control board or~~ the county governing body may require as a condition for redeeming the dog that the keeper agree to reasonable restrictions on the keeping of the dog including, but not limited to 8.300(B) of this section (Owner Responsibility). The keeper must pay the cost of complying with the reasonable restrictions. As used in this subsection, "reasonable restrictions" may include, but

- is not limited to, sterilization.
- E. A keeper of a dog maintains a public nuisance if the keeper fails to comply with reasonable restrictions imposed under subsection D. of this section or if a keeper fails to provide acceptable proof of compliance to the ~~dog control board or~~ county governing body on or before the 10th day after issuance of the order imposing the restrictions. If the board or governing body finds the proof submitted by the keeper unacceptable, the board or governing body shall send notice of that finding to the keeper no later than five days after the proof is received.
 - F. The ~~dog control board or~~ county governing body may release the dog to a responsible person upon receiving assurance that the person will properly care for the dog, including providing necessary immunizations, and upon payment of a sum established by the county governing body plus cost of keep during its impounding, and purchase of a license if required. The person shall thereafter be the keeper of the dog for purposes of ORS 609.035 to 609.110.
 - G. If the keeper of a dog is not charged with violating ORS 609.095 (2) or (3) or ORS 609.098, and the ~~dog control board or~~ county governing body finds that the dog has menaced or chased a person when on premises other than the premises from which the keeper may lawfully exclude others or has bitten a person, the ~~dog control board or~~ county governing body may order that the dog be killed in a humane manner. Before ordering that the dog be killed, the board or governing body shall consider the factors described in ORS 609.093 and issue written findings on those factors. Notwithstanding ORS 34.030, if the disposition order issued by the board or governing body provides that the dog is to be killed, a petition by the keeper for a writ of review must be filed no later than the 10th day after the ~~dog control board or~~ county governing body sends notice of the order to the keeper. Notwithstanding ORS 19.270, 19.330 and 34.070, the order for the killing of the dog may not be carried out during the period that the order is subject to review or appeal. If the dog is not killed, the board or governing body may impose reasonable restrictions on the keeping of the dog. The keeper must pay the cost of complying with the reasonable restrictions. If no keeper appears to redeem a dog within the allotted time or the keeper of the dog is not able or willing to comply with the required restrictions, the dog may be surrendered to the County.
 - H. If the keeper of a dog is charged with violating ORS 609.095 (2) or (3) or 609.098, upon conviction of the keeper the court may determine the disposition of the dog as provided under ORS 609.990 up to and including euthanization.
 - I. Notwithstanding subsections B., C., F., G. and H. of this section, any dog impounded for biting a person shall be held for at least 10 days before redemption or destruction to determine if the dog is rabid.
 - J. Notwithstanding subsections B. and C. of this section, if the keeper is charged with violating ORS 609.098, the dog shall be kept in impoundment pending resolution of the charges. A court may order the keeper to post a deposit with the ~~dog control board or~~ county governing body to cover the cost of keeping the dog in impoundment. If the keeper is convicted of violating ORS 609.098, the court may order the deposit forfeited to the board or governing body.
 - K. ~~A dog control board or~~ The county governing body may impose lesser fees or penalties under subsections C. and F. of this section for certain senior citizens under certain circumstances.
 - L. The county governing body may euthanize the dog if not claimed within 30 days.

98.600 Animal Abuse, Neglect and Abandonment

A person who commits a crime of animal abuse, neglect or abandonment shall be subject to the provisions of ORS 167.310 through 390.

98.700 Nuisance Dog Penalties

Fines and Penalties shall be paid in accordance with the Morrow County Fee Schedule and ORS 609.162, 163,166, and 990. In addition to any fine or sentence imposed under this section, a court may order a person who keeps a nuisance dog as set forth in Section 89.200 above to pay restitution for any physical injury, death or property damage caused by the dog as a result of the keeper's violation. The court may also order the person to pay the cost of keeping the dog in impoundment.

Section 10. Environmental Health

10.100 Purpose

It is the purpose of this Section to implement the County's authority to enforce the environmental health programs delegated to Umatilla County by the State of Oregon for Onsite Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities.

10.200 Adoption

- A. Except as specifically provided herein, all administrative rules which are duly existing and adopted by the Environmental Quality Commission of the state of Oregon, and the Department of Environmental Quality on <date of adoption of MOA>, pursuant to ORS 454.605 through 454.780, including appendices, are adopted as regulations by Morrow County and shall have full force and effect as law in Morrow County. These rules include OAR 340-012-0060. The Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference. Violations of this Section shall be measured by the technical and other standards found in said rules.
- B. The following Oregon State Statutes and Administrative Rules are adopted as part of this Section and are incorporated into this Section by this reference:
1. Restaurants and Bed and Breakfast Facilities (including limited service restaurants, and temporary restaurants): ORS 624.010 to 624.035, 624.060 to 624.110, 624.130 and 624.992 and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 150, 157, 158, 160, and 170.
 2. Commissaries, mobile units and vending machines (including warehouses): ORS 624.310 to 624.440, and 624.992, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Division 162.
 3. Tourist Facilities (including travelers' accommodations, hostels, picnic parks, recreation parks, and organizational camps): ORS 446.310 to 446.320, 446.322 to 446.349, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 29, 30, and 31.
 4. Pool Facilities (including public swimming pools, public spa pools, public wading pools, and bathhouses): ORS 448.005 to 448.060, 448.095 to 448.100, and Administrative Rules adopted by the Department of Human Services (or its successor agency) pursuant to those statutes, including OAR Chapter 333, Divisions 60 and 62.
 5. Administrative Procedures: ORS 183.310, 183.413, to 183.502, and 183.745, and OAR 333-012-0050 to 333-012-0070, and 137-003-0001 to 137-003-0092.

10.300 Permits Required

- A. All proposed or approved sewage facilities shall comply with all applicable provisions of Oregon Revised Statutes and rules and regulations of the Oregon Department of Environmental Quality.
- B. Except as specifically provided in the rules, it is unlawful and a violation of this Section to:
 - 1. Begin construction, installation, or development of any system without first obtaining a construction installation permit from the county;
 - 2. Place into service, change use of, or increase the projected daily sewage flow into an existing system without obtaining either an authorization notice or alteration permit, as appropriate, from the county;
 - 3. Repair a system without first obtaining a repair permit from the county, except that emergency repairs may be made when sewage is backing up into a dwelling or commercial facility, or when there is a broken sewer pipe and immediate action is necessary provided that a permit is obtained within three days after the emergency repairs are begun.

10.400 Violations

It is unlawful and a violation of this Section for any person to:

- A. No person shall construct a subsurface sewage disposal system except in compliance with ORS Chapter 454 and rules promulgated under that Chapter.
- B. No person shall habitate on or utilize land except in compliance with ORS Chapter 454 and rules promulgated thereunder.
- C. Fail to treat or dispose of any sewage as required by this chapter;
- D. Discharge untreated or partially treated sewage or septic tank effluent directly or indirectly onto the ground surface or into any public waters;
- E. Connect any plumbing fixture from which sewage is or may be discharged into any sewage disposal system that has not been approved by the county;
- F. Obstruct, cover, modify the soil covering or otherwise affect a system replacement area without first obtaining approval from the county;
- G. Fail to abandon an on-site system, including a septic tank and system, when required to under the rules or fail to comply with the procedures and requirements for proper abandonment as provided by the rules;
- H. Backfill or cover, connect to or use, any system without first obtaining a certificate of satisfactory completion of construction, installation, repair or alteration unless issuance of the certificate has been waived by operation of law or otherwise;
- I. Fail to meet requirements for satisfactorily complying with any correction notice within the time required;
- J. Use any materials that do not comply with standards for on-site systems set forth in the rules;
- K. Falsify or fail to provide any information requested by the county of any applicant for a permit, variance or hardship relief with the intent to evade or circumvent the procedures or standards established for regulation of on-site systems;
- L. Fail to comply with the terms or conditions of any permit including the duties imposed on permit holders by the rules.

10.500 Public Nuisance

Any facility that is operated in violation of this Section is a public nuisance and dangerous to health and may be abated or enjoined in any manner provided by law.

10.600 Updates to Statutes and/or Rules

All amendments to the Oregon Revised Statutes and Oregon Administrative Rules adopted and incorporated into this Section shall automatically be adopted into this Section as well, with the same effective dates as that set forth in such amended statutes and rules.

10.700 Remedies Not Exclusive

None of the remedies available to Morrow County as set forth in this Section are exclusive. Nothing in this Section shall preclude any remedy otherwise available to Morrow County, either in law or equity, including enforcement under Section 12 of this Ordinance.

10.800 Delegation

The Umatilla County Health Public Administrator is delegated the authority to carry out the provisions of this Section, including those available to Director of Human Services (or its successor position title) under the Oregon Revised Statutes and Oregon Administrative Rules.

The Public Health Administrator shall administer the programs necessary to enforce the rules adopted by the Oregon Department of Human Services.

Section 119. Weed Control

119.100 Establishment of a Weed Control District

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

119.200 Weeds Considered Noxious or of Economic Importance

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

119.300 Property Owner Responsibility

- A. Each person, firm, or corporation owning or occupying land within the district shall destroy or prevent the spread or seeding of any noxious weed by the use of the best means at hand and within a time deemed reasonable, except that no weed declared noxious shall be permitted to produce seed.
- B. Persons operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other machinery shall thoroughly clean it before moving it over any public road or from one farm to another. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which it was grown.

119.400 Weed inspector right of entry; service of notice to eradicate weeds; department or district control measures.

- A. The weed ~~Coordinator/Inspector~~ shall have access to the land within the district.
- B. When provisions of Oregon Statute are not being complied with, the weed ~~Coordinator/Inspector~~ or code enforcement officer shall serve a written notice to the owner or occupant of the land. When the weed ~~Coordinator/Inspector~~ or code enforcement officer is unable to serve the notice personally, the notice shall be posted and two (2) copies thereof in three (3) conspicuous places on the land. The notice shall contain:
 - a. The date of service or posting of notice.
 - b. The name of the weed or weeds growing on the land, and a statement setting forth that the weeds must be destroyed or must be prevented from producing seed within a specified time of not less than two (2) days or more than 20 days, to be established by the inspector, from the date of service of the notice.
- C. The service of notice as provided in subsection (B) of this section imposes a requirement on the owner or occupant of the land to destroy or prevent the weeds from seeding or spreading during the continuation of ownership or

occupancy of the land or until the district is dissolved. A copy of the notice, together with proof of service indorsed thereon, shall be filed with the ~~Board of Commissioners county court~~.

- D. Notwithstanding subsection (B) of this section, with permission of the owner or occupant of land, employees of the State Department of Agriculture, or of designated weed control districts, may enter the land to identify noxious weeds and to implement or provide for the implementation of integrated noxious weed control measures, including but not limited to the application of pesticides to the land. The control or eradication of noxious weeds may be conducted with or without charge to the owner or occupant of the land. A notice as described in subsection (B) of this section is not required for the conduct of activities described in this subsection.

119.500 Procedure for County Disposition of Weeds.

- A. Steps leading to eradication and control of noxious weeds in the county are necessary and the weed ~~Coordinator/Inspector control officer~~ shall cooperate with individual landowners in the control and eradication of noxious weed pests.
- B. The weed ~~Coordinator/Inspector~~ shall destroy or prevent the spread or seeding of any noxious weed on any land owned by the county or constituted as the right of way for any highway, county road, drainage or irrigation ditch, power or transmission line, or other purposes under their jurisdiction.
- C. If the owner or occupant of the land fails or refuses to immediately destroy or cut the noxious weeds, the weed ~~Coordinator/Inspector~~ shall at once notify the ~~Board of CommissionersCounty Court~~, who will take enforcement steps.
1. The county shall authorize the weed ~~Coordinator/Inspector~~ to go upon the land or premises and destroy the noxious weeds or control them in such a manner as will destroy all seeds using the most effective and practical method in the judgement of the inspector and with the least injury to the land or crops.
 2. If the weeds are too far advanced for local control procedures the inspector shall notify the ~~Board of CommissionersCounty Court~~ which shall request the State Department of Agriculture to immediately quarantine any uncontrolled noxious weed infested farm within the county to prevent the movement of infested crops or livestock and to prevent the spread of the weeds.

119.600 Penalties, Fees and Costs.

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

Section 1240. Enforcement Procedures

1240.100 Enforcement Actions

Enforcement Options. Resolution of a violation of Morrow County ordinances may be sought in any one or a combination of the following methods. Which method to be used is solely at the discretion of the County.

- A. Warning Notice process seeking voluntary compliance;
- B. Consent agreement;
- C. Citation;
- D. Stipulated judgment;
- E. Order of abatement;
- F. Other civil actions, seeking a judgment and order for compliance, including but not limited to mandamus, restraining orders, stop work orders;
- G. Summary Abatement.

1240.200 Investigation Authority; Entry on Premises.

Where authorized by statute or as a condition of permit approval, consent agreement, or agreed condition of a prior enforcement order, the Code Enforcement Officer shall have the power to enter upon and inspect, at any reasonable time, any public or private property, to investigate any alleged violation of County ordinance, order or permit approval, a violation of a statute which the County has the authority to enforce, or to ascertain compliance or noncompliance with the administrative resolution procedure set out in this Section, a stop work or stop use order under Section 1543 of this Ordinance, or a consent agreement under Section 1240.500 of this Ordinance. A warrant for inspection of private property, including a private residence, will be accomplished in accordance with Section 6.600 of this Ordinance (Inspection and Right of Entry).

1240.300 Enforcement by voluntary compliance; warning notice

- A. The process authorized in this section is primarily for the purpose of seeking voluntary compliance by the alleged violator. At the discretion of the enforcement officer this process is to be considered in those cases where voluntary compliance is likely and is in the interests of the County, taking into consideration the nature and severity of the violation and the history of the property and the person responsible.
- B. Voluntary compliance procedure: Except as otherwise provided in subsection (G) of this section, the enforcement officer shall solicit the voluntary compliance of the person in violation of this Ordinance by the procedure set forth in this subsection.
- C. In cases where the corrective action indicated in a notice requires both applying for and receiving a permit or approval, the violation shall continue until all necessary permits or approvals are granted or until they are denied and code compliance is obtained through other means.
- D. If the person responsible is not the property owner, the County shall give initial and final notice to abate a violation to the property owner; however, a notice of violation published at least once in a newspaper of general circulation in Morrow County is sufficient notice to a property owner to satisfy the notice requirements of this Ordinance and or other due process required by law. The notice to the property owner and the publication shall additionally state that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.
- E. On completion of the personal giving of notice, posting, and mailing, the person or persons giving such notice shall execute and maintain affidavits stating the

- date, time, place and manner of giving notice.
- F. An error in the name or address of the person responsible or property owner shall not make the notice void, and in such case the posted or published notice, as the case may be, shall be sufficient.
- G. Notwithstanding the process authorized in this section, the County may at any time immediately begin prosecution of any violation on a citation or file any other action to abate the violation. This determination is at the discretion of the enforcement officer. The determination is not appealable or reviewable.
- H. Warning notice
1. Subject to subsection (B) of this section, if an enforcement officer is satisfied that a violation exists, the enforcement officer shall:
 2. Give personal notice; or
 3. Cause an initial notice to abate to be posted on the premises or at the site of the violation, directing the person responsible to abate the violation; and
 4. At the time of posting, cause a copy of the notice to abate to be forwarded by registered or certified mail, postage prepaid, to the person responsible at the last known address of such person.
 5. The notice to abate shall contain the following contents:
 - a. Statement that the notice is a "notice to abate a violation."
 - b. The name of the person issuing the notice along with the name of the County Department to contact regarding the violation;
 - c. The date the notice was issued;
 - d. A brief description of the violation alleged to exist;
 - e. A description of the real property, by street address or otherwise, on which the violation exists;
 - f. A statement describing the corrective action that needs to take place to correct the alleged violation(s);
 - g. An order to voluntarily abate the violation within 10 days from the date of the notice;
 - h. A statement that failure to correct the alleged violation(s) within 10 days may result in further enforcement procedures including any combination of the following:
 - (1) An enforcement citation and prosecution including, but not limited to; payment of a fine and court costs and court orders to comply;
 - (2) Other civil actions in court; or
 - (3) Abatement by the County.
 - i. A statement that if the violation is not voluntarily abated, the County may seek from the court a judgment to abate the violation, which if not obeyed, could result in the County itself abating the violation and being awarded a lien by the court on the specified property for the expenses of abating the violation and administrative costs.

1240.400 Enforcement Process by Citation

- A. If the violation has not been satisfactorily abated by the date and time specified in the warning notice, or the enforcement official makes the determination set forth in subsection (B) of this section, the enforcement officer may issue a citation pursuant to this Ordinance.
- B. If the enforcement officer determines that enforcement of a violation by means of

a citation is warranted, the enforcement officer may issue a citation under this Ordinance.

- C. Any code enforcement officer may issue and serve a citation for violation of a Morrow County regulation or State Statute as described in Section 1.200 or 1.300 of this Ordinance. If the responsible party(s) is cited, or if a stop work/use order is issued, the responsible party(s) may request a hearing as provided in Section 13-44 of this Ordinance. The setting of priorities among different complaints and enforcement actions shall be within the discretion of the Code Enforcement Officer, upon consultation with the County Department(s) involved.

- D. Sequence of Procedures.

1. Citation: The Code Enforcement Officer shall use the Oregon Uniform Citation & Complaint form.
2. Violation: Except where otherwise prohibited by statute, each calendar date on which the violation occurs shall constitute a separate violation. A citation shall be written for each day the violation continues to be a continuing violation.
3. Multiple Violations: The prosecution of an individual violation shall not bar the subsequent prosecution of any additional violations, which occurred at the same time or as part of the same act.
4. Service: The Code Enforcement Officer shall issue a copy of the citation to the responsible party(s).
5. Filing: In addition to service on the responsible party(s), one copy of the citation, complaint and summons shall be filed with the Justice Court and one copy shall be placed in the Code Enforcement File within three days of completion of service. The citation, complaint and summons must be served a minimum of ten(10) days prior to the scheduled date of the hearing.

If the situation has not been abated within the time allowed, the Code Enforcement Officer may cause the situation to be abated. The Public Safety Officer or other persons charged with the responsibility of abatement of the situation shall have the right at reasonable times to enter upon the property to investigate or cause the removal of the situation. Abatement will be accomplished according to the abatement procedures set forth in this Section.

- E. Pursuant to Oregon Statute, any enforcement officer may serve a person with a citation on which another enforcement officer made a certification.
- F. Any enforcement officer issuing a citation pursuant to this chapter shall, in addition to the date and time, indicate that the responsible party must appear before the court and the name of the court before which the responsible party is required to personally appear.
- G. The base fine for a violation shall be the maximum amount allowed in Oregon Statute.
- H. The person making the certification is not required to be the person who serves the citation on the person believed to be in violation of the Ordinance.
- I. An enforcement officer may issue a violation citation pursuant to this Ordinance even if the conduct alleged to constitute a violation does not take place in the presence of the officer, if the officer has reasonable grounds to believe that the conduct alleged constitutes a violation.
- J. Violation proceedings for the purpose of enforcing the Morrow County Code and this chapter may be commenced only by enforcement officers. No private party

may initiate a violation proceeding pursuant to ORS 153.058 or other law.

~~1240~~.500 Enforcement by Consent Agreement

- A. During the pendency of an action on a violation, but prior to entry of a judgment, the County and the responsible party may enter into an agreement designed to abate the violation and petition the court to include it as a part of a consent agreement as described in this section.
- B. The consent agreement may provide that the responsible party does not admit violation of a County Code but will make necessary corrections, as set forth in the agreement, to bring the responsible party's actions, conduct, omissions or property into conformance with the Code.
- C. The responsible party, the responsible party's attorney, if any, and a County representative shall sign the consent agreement.
- D. The consent agreement shall be filed with the Circuit or Justice Court as a final adjudication of the proceedings and shall constitute a dismissal of the action when the responsible party performs as agreed. The violator or Morrow County may seek a court order dismissing the case upon completion of the conditions of the consent agreement. The court retains jurisdiction of the matter until the order dismissing the case is issued.
- E. The responsible party's failure to comply with the consent agreement allows the County to seek any additional remedies provided by law or this Ordinance including an order of abatement.

~~1240~~.600 Enforcement by Stipulated Judgment

- A. During the pendency of an action on a violation, if the responsible party enters a plea of guilty or is found guilty, the responsible party and the County may agree to and submit to the court a stipulated agreement and judgment to abate a violation.
- B. As part of a stipulated agreement and judgment under this section:
 - 1. The responsible party must plead guilty to the violation;
 - 2. The responsible party shall abate the violation as provided by the agreement;
 - 3. The responsible party shall cooperate with the Enforcement Officer;
 - 4. The County may, but is not required to, bear some or all of the costs of abatement
 - 5. Any costs of abatement which the County bears must be repaid by the responsible party to the County as provided by the agreement; and
 - 6. Any costs paid by the County to abate the violation shall become a money judgment in favor of the County against the responsible party. The County may record such judgment as a lien in accordance with applicable law.
- C. If the responsible party fails to comply with the terms and conditions of the stipulated judgment, the County may enter the property and abate the violation.

~~1240~~.700 Enforcement by Order of Abatement

- A. If the parties do not enter into a consent agreement or a stipulated judgement, and notwithstanding the willingness of the responsible party to pay the base fine, the Justice of the Peace shall, if the responsible party pleads guilty or no contest or is found guilty, issue an order to the responsible party to abate the violation in a manner and time acceptable to the County and require the responsible party to provide proof of abatement to the County and to the Justice of the Peace.

B. Order of Abatement

1. In addition to, not in lieu of, any remedy allowed by this Section and pursuant to ORS 153.090 (1)(e), as part of a judgement entered under this Section, the Justice of the Peace:
 - a. may on its own motion and shall on request of the enforcement officer, order a responsible party to abate any violation of which the responsible party is found guilty or enters a plea of guilty or no contest. The Justice of the Peace shall set a time by which the responsible party must abate the violation and may set other conditions on the order of abatement. Any abatement order shall include authorization for an enforcement officer to enter the property to determine compliance with the code and compliance with an order to abate. Any failure to abate the violation as ordered by the Justice of the Peace shall be contempt of court; or
 - b. shall on request of the enforcement officer, authorize the County to enter the property for the purposes of abating the violation.
2. The responsible party shall cooperate with the Enforcement Officers including not preventing the officer and any other persons employed or contracted by the County to enter the property to determine compliance with the code and any orders to abate.

1240.800 Summary Abatement.

The health officer, the chief of a Fire Department, the Sheriff, the Planning Director, or the Director of Public Works may, through coordination with the Code Enforcement Officer, proceed summarily to abate a health or other violation which unmistakably exists and which imminently endangers health or property; however, such summary abatement shall be limited to only those actions necessary to reduce the threat to a level that eliminates the imminent danger to health or property. No notice to the property owner or person in control of the property is required. Costs of the abatement may be assessed as provided in Section 14-42(Penalties and Costs).

Section 1344. Hearings

- A. A person to whom a citation is issued shall have a hearing before the Justice Court of Morrow County on an issue of violation or abatement pursuant to this Ordinance and the date shall be as set forth in the citation.
- B. Hearing by Justice Court of Morrow County.
The Morrow County Justice of the Peace may act as an administrative hearings officer for the purposes of this Ordinance, unless otherwise appointed by the Board of Commissioners~~County Court~~. The County shall have the burden of proving by a preponderance of the validity of the violation, citation, or abatement. The County may present evidence either by testimony or written report of the Public Safety Officer or Code Enforcement Officer. If the County's evidence is presented only by written report and the Justice of the Peace cannot resolve a question solely upon the information contained in the report, the hearing may be continued for a reasonable time to obtain additional information.
- C. If the Justice of the Peace finds that:
 - a. the citation, or abatement was proper, the Justice of the Peace
 - 1. Shall enter a written order supporting the citation or abatement; and
 - 2. Shall find that the owner or responsible person is liable for any costs resulting from the abatement; and
 - 3. May find that the owner or responsible person is liable for the costs of the hearing.
 - b. the citation or abatement was improper, the Justice of the Peace shall:
 - 1. Find that the owner or responsible person is not liable for any charges or abatement costs resulting from the abatement; and
 - 2. Order the County to satisfy the abatement costs.
- D. The decision of the Justice of the Peace is final subject to the protesting party having right to file a writ of review pursuant to ORS 34.010 to 34.100.
- E. If the person requesting the hearing does not appear at the scheduled hearing, the Justice of the Peace may enter an order supporting the assessed costs of the abatement.

Section 1442. Penalties and Costs

1442.100 Civil Penalties

Except for any separate fine issued for an amount otherwise established by law for any specific fine violation such as a nuisance dog, any person who violates the provisions of this Ordinance shall be punishable, upon conviction, by a fine for a Class A violation as provided in Oregon Statute for a non-continuing offense and for each continuing offense. Each day upon which a continuing offense occurs or continues shall constitute a separate violation if cited as such. In addition to the civil penalty amounts assessable herein, the County may recover reasonable attorney's fees, court costs and other expenses associated with enforcement activities and the costs of any actual damages incurred by the County attributable to the responsible party.

Payment of any fine shall not excuse or discharge a responsible party from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the code.

For the purposes of this Ordinance, a continuing offense occurs when a responsible party or person allows the circumstances constituting the offense to continue over consecutive 24-hour periods after:

- A. having received notice of the violation; or
- B. having refused notice of the violation; or
- C. it is reasonable to expect that the person has actual knowledge of the circumstances constituting the offense.

1442.200 Costs Recoverable

- A. Upon a finding that a violation has occurred, the Justice Court has the discretion to order the violator, in addition to any penalties assessed, to reimburse the County for actual costs or expenditures incurred by the County in prosecuting, cleaning up or abating an ordinance violation for any of the following:
 - 1. Any fees charged the County for service on responsible party(s);
 - 2. Mileage for investigation service or other activities directly related to the enforcement action at the current county rate;
 - 3. Postage;
 - 4. Photocopying;
 - 5. Publication charges;
 - 6. Sampling and monitoring expenses;
 - 7. Film and development costs; and
 - 8. Any expense incurred by the County in abating or correcting a violation which the responsible party(s) has refused to correct.

All costs and expenses to be reimbursed must be documented by receipts, vouchers, or records verified by affidavit of the public official keeping such records.

1442.300 Code Enforcement Cleanup Fund

- A. The Code Enforcement Cleanup Fund is hereby established. The Planning Department shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set forth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended

from the Code Enforcement Cleanup Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

1442.400 Weed Control Fund

- A. The Weed Control Fund is hereby established. ~~The County Court~~ Board of Commissioners shall recommend an amount to be approved annually by the Budget Committee, and all amounts so approved are appropriated for the purposes set fourth in this Section.
- B. Monies in the fund created by this Section may be used, at the sole discretion of the County, in any abatement ordered under this Ordinance. Monies expended from the Weed Control Fund and repaid by the responsible party to the County shall be applied to the fund established in this Ordinance.

1442.500 Recovery on a money judgment

- A. Every money judgment shall name Morrow County as the judgment creditor.
- B. A money judgment, including but not limited to funds described in Section 1442.300, Code Enforcement Cleanup Fund, and 1442.400, Weed Control Fund, must be repaid by the responsible party to the County.
- C. Fines and other court costs
 - 1. The amount of any fine imposed pursuant to this Ordinance shall be transferred to the Morrow County General Fund. Fifty percent of the fine amount shall then be transferred to the Code Enforcement Cleanup Fund or Weed Control Fund, established in this Section.
 - 2. The Justice Court shall charge court costs to the responsible party, as determined within the county fee schedule, where,
 - a. The responsible party admits a violation or is found guilty of a provision of the County Code;
 - b. The responsible party fails to appear for the hearing or, following a hearing, is found to have violated a provision of the County Code; or
 - c. The defendant enters into a stipulated judgment with the County wherein the responsible party pleads guilty on the citation but agrees to make necessary corrections, as set forth in the agreement, in order to bring the responsible party's conduct, actions, omissions, or property into compliance with the County Code.
 - d. If the responsible party fails to pay the costs, the costs shall be entered as a judgment against the responsible party in the same manner and with like effect as a judgment for a fine.

1442.600 Liens

Penalties and costs assessed against a violator(s) by order of the Justice Court shall, if not paid within 60 days of the date of the order or as otherwise specified in the order, be County liens as provided in Oregon Statute Recovery of Fines and Forfeitures.

Recording and releasing liens

- A. If the County intends to pursue recovery of penalties and costs against a violator the Board of Commissioners ~~County Court~~ shall cause to be filed with the County Clerk an itemized statement of the penalties and costs, as ordered by the Justice of the Peace, to be recovered. When the Statement of penalties and costs is filed the Clerk shall cause it to be entered upon a lien docket prepared for that

purpose. The amount of the penalties and costs when so docketed shall constitute a first lien upon such property, except as to taxes. It shall be the responsibility of the County Treasurer to create and maintain a record of payments made by the responsible party, on a form identifying the case, the responsible party, the amount and date payment was made.

- B. The County may record a money judgment as a lien in accordance with this Section, and may pursue recovery of any money judgment.
- C. For purposes of a lien that has been filed, an error in the name of the owner or person responsible shall not void the assessment, nor will a failure to receive the notice of the proposed assessment render the assessment void but it shall remain a valid lien against the property.
- D. The Code Enforcement Officer is responsible, in consultation with the Treasurer and County Counsel, to ensure that a satisfaction of judgment and release of lien is executed and filed as appropriate, once any money judgment is paid in full.

Section 1543. Stop Work or Stop Use Order

The Code Enforcement Officer, having reasonable grounds to believe that a person(s) has committed a violation, in lieu of or in addition to issuing a citation, may issue a stop work or stop use order according to the provisions of this Section.

1543.100 Grounds for Issuance.

A stop work or stop use order may be issued by the Code Enforcement Officer at any point in the enforcement process, if the violation observed is on which requires immediate remedial action:

- A. To protect the public health, safety or welfare;
- B. Because the responsible party(s) refuses to cooperate with the Code Enforcement Officer; or
- C. Because the violation continues despite notice to the responsible party(s) of the violation or notice to obtain a necessary permit.

1543.200 Contents.

A stop work or stop use order shall be in writing and contain the following:

- A. An order that all work or action in violation of County ordinance(s) stop immediately;
- B. The name of the person(s) or entity(s) to whom it is issued (if known);
- C. The effective date of the order;
- D. The date the order is issued;
- E. The location or address of the violation;
- F. The tax account identification number;
- G. The specific sections of the County Ordinance(s) violated;
- H. A factual description of the nature of the violation;
- I. The specific steps which the responsible party(s) must take to correct the violation;
- J. The name and signature of the Code Enforcement Officer; and
- K. An address and phone number where the Code Enforcement Officer can be contacted.

1543.300 Service

A copy of a stop work or stop use order shall be posted on the property where the violation is occurring (hereinafter "subject property") and sent certified mail with return receipt, or any means of mailing by which a return receipt can be obtained, to the following:

- A. All owners and contract purchasers of the subject property;
- B. Any known lessees;
- C. The State Building Codes Agency;
- D. Any known contractors doing construction work on the subject property which would be in violation of County Ordinance(s); and
- E. Any other person(s) identifiable as a responsible party(s).

1543.400 Priority

If a hearing is requested, a stop work or stop use order shall be given priority for court appearance over all other code enforcement citations and be heard by the Justice of the Peace on the next scheduled Court date.

1543.500 Violation of Order

If the responsible party(s) fails to obey the order, the Code Enforcement Officer shall

promptly issue a citation for violation of a stop work or stop use order. Violation of a stop work or stop use order constitutes a separate violation.

~~1513.600~~ Impact on other Permits

No building permit, sanitation permit or other permit or license may be issued, or any work continued under such permits while a stop work or stop use order is in effect.

Section 1614. General Provisions

1614.100 Appeal

A decision of the Justice Court on an enforcement action may be appealed to the Circuit Court within 30 days of the date of the decision, in accordance with the requirements of Oregon Statute through 34.102 for a Writ of Review.

1614.200 Remedies

The remedies provided herein shall be in addition to any other remedies provided by law.

1614.300 Records

All records of enforcement proceedings shall be permanent County records. All Court orders, consent agreements and other Justice Court actions entered into after the issuance of a citation, and stop work or stop use orders shall be filed with the Justice Court. Liens shall be filed with the County Clerk.

1614.400 Severability Clause

If any section, subsection, provision, clause or paragraph of this ordinance is adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this ordinance.

It is hereby expressly declared that every other section, subdivision, paragraph, provision or clause of this ordinance would have been enacted irrespective of the enactment or the validity of the portion declared or adjudged unconstitutional or invalid.

1614.500 Amendment Procedure

Morrow County ~~Court Board of Commissioners~~ shall have the authority to order this Ordinance to be amended. During a comment period lasting a minimum of 20 days after notice of publication the ~~County Court Board of Commissioners~~ shall hold two public hearings on the proposed amendments, one held in the North and one held in the South side of the county.

Appendix A

NOXIOUS WEEDS

Rush Skeletonweed
Yellow Starthistle
Tansy Ragwort
Dalmatian & Yellow Toadflax
Mediterranean Sage
Leafy Spurge
Spikeweed
Musk Thistle
Scotch Thistle
Purple Loosestrife
Common Crupina
White Top
Hounds Tongue
Plumeless Thistle
Flowering Rush
Yellow Flag Iris

Appendix B

WEEDS OF ECONOMIC IMPORTANCE

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



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

(For BOC Use)
Item #
6h

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:

(No acronyms please)

Phone Number (Ext): 5055

Requested Agenda Date: 03-13-2019

**Draft Environmental Assessment for Willow Creek Arm easement renewal
Comment Letter**

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 type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other Comment Letter |

☒ 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

03112019

DATE

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

DATE

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

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):

Currently a 15-day comment period is open related to a draft Environmental Easement for the Willow Creek Arm easement renewal. If approved it will renew an easement to Threemile Canyon Farms, including an expansion of the easement area. While the easement is located in Gilliam County, some 97 percent of the water obtained at the location of the easement and water pump station is used for farming and dairy operations in Morrow County.

Planning staff encourages the Board of Commissioners to sign and direct delivery of the draft letter, or as an alternative authorize the Planning Director to send the same or similar letter prior to the comment deadline of March 20, 2019.

2. FISCAL IMPACT:

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

"I move approval of the letter to Suzanne Hill with the ACOE concerning the draft Environmental Assessment for Willow Creek Arm easement renewal."

☒ 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 Jim Doherty, Chair
Commissioner Melissa Lindsay
Commissioner Don Russell

March 13, 2019

U.S. Army Corps of Engineers
Attn: CENWP-PME-E/Suzanne Hill
Post Office Box 2946
Portland, Oregon 97208-2946

RE: Draft Environmental Assessment for Willow Creek Arm easement renewal

Dear Ms. Hill,

Morrow County appreciates receiving Notice and the opportunity to comment on the referenced action. This action could have significant impact to Morrow County. While the specific action is in Gilliam County (the location of the easement and water withdrawal), most of the acreage the water is used on for beneficial-use is in Morrow County. Clearly Morrow County wants to stay engaged in this process and has identified Carla McLane, County Planning Director, as the primary contact for Morrow County.

Having reviewed the Draft Environmental Assessment, Morrow County does not have any comment to the document. This letter is intended to offer support for the easement renewal, including support for the expansion area. As drafted, the Environmental Assessment offers adequate protections to fish and wildlife, including habitat, while balancing the need for irrigation water to support Threemile Canyon Farms' ongoing farming and dairy operations.

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

Thank you for your consideration of these comments.

Cordially,

Jim Doherty
Chair

Melissa Lindsay
Commissioner

Don Russell
Commissioner



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioners
From: Carla McLane, Planning Director
Date: March 11, 2019
RE: Planning Update

The following represents current work and anticipated actions in the Planning Department during March, April and further into the new year. It is not exhaustive.

Renewable Energy Planning Commission Discussion:

Based on scheduled public hearings for the March 26 Planning Commission meeting there should be ample opportunity for further discussion related to Renewable Energy. Planning staff will be updating the memorandum, with the next version incorporating suggested opportunities for incorporating identified regulatory options.

Solar Rulemaking:

The LCDC did not adopt the proposed rules as permanent with continued action at the May Commission meeting. Planning staff will be drafting a comment letter for the Boards consideration in the near future.

The EFSC Solar RAC continues to meet with a meeting last week in Salem on March 6. It may have been the final meeting, but that is unclear at this point. It continues to be a bit contentious as many of the RAC members continue to believe there is not a need for the proposed rulemaking.

Budgets:

The various Planning Department budgets for the 2019-2020 fiscal year have been completed and submitted to Finance.

Buildable Lands Inventory and Housing Analysis:

The BLI & HA is nearly complete. After rescheduling our 4th meeting, delaying the process about three weeks (I blame this on winter!!), we should wrap this up by the end of April or in early May. Later than initially planned, but with good information all around. As the final documents come in a work session will be scheduled with the Planning Commission. An invite will, of course, also be extended to you all.

Natural Hazards Mitigation Plan – Steering Committee:

Each year the NHMP Steering Committee meets twice: once in the Spring and again in the Fall. The Spring meeting also includes a meeting of the Community Wildfire Protection Plan team, but as that Plan is undergoing an update this Spring's meeting will be focused on just the NHMP. That meeting has been scheduled for the afternoon of April 2, 2019, at the Port of Morrow Riverfront Center in Boardman.

Planning Commission Vacancy:

Sue Oliver has tendered her resignation from the Planning Commission. A search for a replacement representing the Irrigon area is underway. Current recruitment, if successful, should result in an appointment next week.