

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, July 22, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Info on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable and Payroll Payables
 - b. Minutes: May 6th; May 13th
 - c. Northeast Oregon Forests Resource Advisory Committee nominees for the Resource Advisory Committee for Umatilla, Wallowa-Whitman and Malheur National Forests
 - d. Amended CARES Coronavirus Relief Fund (CRF) Grant Agreement
5. **Business Items**
 - a. Discuss request by Boardman Rural Fire Protection District to annex property (Chief Mike Hughes, Capt. Adam Cole)
 - b. Morrow County Government Command Center Update
 - c. CARES Act Funding Discussion
 - d. OSHA (Occupational Safety & Health Administration) Rule Making Letter
 - e. **10:00 a.m.** - UEC Easement (Robert Echenrode, UEC General Manager)
6. **Executive Session:** Pursuant to ORS 192.660(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
7. **Business Items, continued**
 - f. Economic Impact & Discussion of COVID-19 (Kate Knop, Finance Director)
 - g. Equity Fund & Resiliency Dollars (Darrell Green, Administrator)
 - h. Irrigon Building Update (Darrell Green)
 - i. Video Recording of BOC Meetings – Update (Darrell Green)
 - j. Emergency Relief Fund for Arts & Culture – Cultural Trust Coalition
 - k. CREZ III Update – Taxing Districts Meeting
 - l. **Hutchison Property Tax Litigation – Joint Legal Defense Approval (County Counsel)**
8. **Department Reports – Written Only**
 - a. Road Department Monthly Report (submitted by Eric Imes, Assistant Road Master)
 - b. Weed Department Quarterly Report (submitted by Dave Pranger, Weed Inspector)
 - c. Clerk’s Quarterly Report (submitted by Bobbi Childers)
 - d. Human Resources Quarterly Report (submitted by Lindsay Grogan, HR Manager)
 - e. Surveyor’s Quarterly Report (submitted by Stephen Haddock)
 - f. Public Health Department Quarterly Report (submitted by Diane Kilkenny, Interim Director)
9. **Correspondence**

- 10. Commissioner Reports**
- 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, Administrator at (541) 676-2529.

Electronic Meeting Information

Morrow County Board of Commissioners is inviting you to a scheduled Zoom meeting. Join Zoom Meeting

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Meeting ID: 541-676-2546

Find your local number: <https://zoom.us/u/abD3eWKYVW>

Morrow County Board of Commissioners Meeting Minutes
May 6, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Kate Knop, Finance Director
Roberta Lutcher, Executive Assistant
Justin Nelson, County Counsel
Diane Kilkenny, Interim Public Health Dir.
Sheryll Bates, Heppner Chamber
Dave Sykes, Heppner Gazette-Times

Via Electronic Means

Glen Diehl, Ronda Fox, Mike Gorman,
Katie Imes, Matt Scrivner, Linda Skendzel,
LeAnn Wright, Gregg Zody, Kalie Davis,
Torrie Griggs, Erika Lasater, Lisa
Mittelsdorf, Aaron Palmquist, Karen
Pettigrew, Sandy Toms, Greg Sweek

Call to Order & Pledge of Allegiance: 9:04 a.m.

City & Citizen Comments: Chair Lindsay said the Enterprise Zone III Business Item would be limited to comment from the Port of Morrow Commissioners who might have questions. If there were other comments, do so now, she said.

Aaron Palmquist, Irrigon City Manager, asked for clarification on the County's maps and urged all Commissioners to vote and to put personal biases and hidden agendas aside. He said if there was ex parte contact or "insider trading knowledge" it needed to be declared so that it publicly does not hurt that person in the future.

Torrie Griggs, Boardman Chamber, said there was an Emergency Injury Disaster Loan (EIDL) application available for ranchers and farmers, and she asked for assistance in spreading the word.

Open Agenda: No items

Consent Calendar

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

- 1. Accounts Payable, May 7th, \$50,915.49; Payroll Payables, April 21st, \$167,439.43*
- 2. Minutes: March 11th & 18th*
- 3. Wolf Depredation Advisory Committee Reappointment Request: Paul Hisler, Jr., as a Livestock Producer Representative; term to be May 6, 2020 through December 31, 2023*
- 4. Oregon Department of Agriculture Wolf Compensation & Financial Assistance 2020 Grant Agreement #ODA-4219-GR, \$8,650 and authorize Commissioner Doherty to sign on behalf of the County*
- 5. Intergovernmental Agreement for Sheriff's Services with the City of Irrigon; effective July 1, 2020 for one year. City will pay the County a not-to-exceed amount of \$94,923.54 and will purchase a vehicle every three years, which will be returned to the City three years following the purchase of the agreed to vehicle.*

6. *Amendment 1 to Oregon Department of Revenue Intergovernmental Services Agreement #DOR-161-19; additional \$4,800 for Assessment Map Maintenance*
7. *First Amendment to Oregon Health Authority Intergovernmental Agreement #154978 for the Financing of the Alcohol and Drug Prevention and Education Program; increases the maximum not-to-exceed amount payable by \$122,500 to a new amount of \$245,000; funds are directly distributed to Community Counseling Solutions but Morrow County is responsible for all grant agreement requirements as the subrecipient; and authorize Chair Lindsay to sign on behalf of the County*
8. *City of Irrigon Annex Replat for North County Building Lot*
Commissioner Doherty seconded. Unanimous approval.

Business Items

Request for a portion of Rippee Road to be County-owned

It was noted the person who requested this agenda item, Veronica Pacheco, was not available today. Administrator Darrell Green said he would contact her to reschedule.

Commissioner Russell moved to give a consistent response that other developers in the County have received, that is the County is not interested until the road is brought to the standards of the Public Works Director. This is a gravel road approximately one mile long and the County has required other developers to put in paved roads, so this shouldn't be treated any differently, he said. Chair Lindsay seconded for discussion and asked Matt Scrivner, Public Works Director, for input.

Mr. Scrivner said this request was still in the Planning stage and the Planning Department had more information.

Stephanie Case, Interim Planning Director, explained the applicant received Planning Commission approval, pending specific requirements. The applicant later requested an extension but has not finished the plat to complete the application.

Commissioner Russell commented the applicant hasn't followed the correct process to get to the Board.

Mr. Scrivner outlined the process for County funds to be spent on a road, and said this road has not even become a public access road yet, so it was premature to approach the Board with the request.

Unanimous approval.

Morrow County Government Command Center Update

Chair Lindsay discussed the structures of the Command Center and the Emergency Operations Center meetings and how they differ. She then asked the other attendees for input.

Justin Nelson, County Counsel, discussed the decisions made for distributing Personal Protective Equipment (PPE) throughout the County and how it was prioritized.

Draft Reopening Plans

Chair Lindsay thanked the Command Center and EOC team members for their extensive efforts in assisting to produce the draft plan. She said it was important to adopt a plan to bring the process forward, in order to assure the citizens the County has been proactive to protect their health and the economy of the County. The plan, if approved, will be accompanied by a letter that will allow for future amendments to the reopening plan, and show the Governor that Morrow County is ready and able to get to the next level, she said.

There was then discussion about the timing of submitting the reopening plan this week versus last week. Diane Kilkenny, Interim Public Health Director, said work began last week on the plan but the framework and guidelines from the State changed over the course of those days.

Chair Lindsay said the first draft of the document had to be extensively rewritten due to the changing guidance from the State. Various discussions.

Commissioner Russell moved to approve and sign the Morrow County Reopening Plan and forward it to the Governor for her consideration, knowing it is a living plan and subject to change. Commissioner Doherty seconded. Unanimous approval.

Chair Lindsay asked about the cover letter, which the Board agreed by consensus to sign.

Discuss Cost of Living Adjustment (COLA) for Non-Represented Employees

Darrell Green, Administrator

Mr. Green reviewed the information provided, saying it was also presented earlier in the year to the Board. He added that Kate Knop, Finance Director, compiled the fiscal impact information, such as the trajectory of the County's personnel expenses, and other graphs.

Chair Lindsay said it was highly concerning for future operation of the County, that somewhere between the 2023-2025 fiscal years, the personnel expenses will exceed the General Fund. She said she has been a huge proponent of the General Fund covering the core costs of the County.

Ms. Knop reviewed the impacts of the various COLA percentages for the 35 non-represented individuals.

Commissioner Russell moved to consider a 2.5% COLA adjustment for Non-Represented Employees and Elected Officials, and also take into consideration the Compensation Board suggestion for a change in compensation for the Assessor based on the 2.5% compensation, rather than the 3% they used. He summarized his motion – Do 2.5% across the board and give the Assessor the 7% increase (2.5% COLA and 7% one-time adjustment). Commissioner Doherty seconded. Discussion. Unanimous approval.

Results of Office Equipment Request for Quotes & Award Bid

Deanne Irving, Staff Accountant

Ms. Irving said the County has three copiers outside their lease agreements. Three Requests for Quotes were solicited from current vendors with the intent of migrating to one vendor for all copiers as they reach the end of their lease term. Doing so will leverage the purchasing power of

the County, result in efficiencies for departments and reduce the number of invoices received and processed each month from multiple vendors. All this will save taxpayer money, she said. She briefly summarized the quotes and said Canon Office Solutions was the frontrunner with an estimated savings of 37.6% over the current cost, or \$4,951 per year for all three machines. She added that fiscal year 2020-21 will see four more copier leases expire.

Staff fielded questions from the Commissioners.

Commissioner Doherty moved to accept the Canon Office Solutions bid and centralize the future procurement process for office equipment. Commissioner Russell seconded. Unanimous approval.

Purchase Pre-Authorization Request, Public Works, CAT Wheel Loader
Matt Scrivner, Public Works Director

Commissioner Russell moved to approve the Purchase Pre-Authorization Request for a new 2019 938 M CAT Wheel Loader from Western States CAT in the amount of \$181,659.31. Commissioner Doherty seconded. Unanimous approval.

Enterprise Zone III

Chair Lindsay presented the Port of Morrow's draft resolution and maps. She then reviewed the County's proposed revisions to that draft.

Commissioner Doherty said he didn't know if Mr. Palmquist's comment about disclosing any conflicts was about him or not but he agreed with the statement. He said over the years, he periodically leased a piece of ground in Enterprise Zone II from the Port of Morrow on an annual verbal basis, which he mentioned previously on the record. He said he attempted to make it a long-term agreement but the previous Port Director said he was a "space holder," so he never included it in his plans from year-to-year. He said he has seen solar people working out there and fully expected it to go away. Additionally, the prior Port Director indicated but for the water challenge on a portion of it, there would be a data center there. Commissioner Doherty said he thought they had rectified the water situation...but he wanted to disclose this. He said he would be happy to make a motion to co-sponsor and use this as a starter map but they've been reluctant to move forward with an enterprise zone. Commissioner Doherty contended the details could be worked out through intergovernmental agreements.

Commissioner Doherty moved to accept their resolution and expand the Enterprise Zone using Exhibit A, and in their resolution where it references Exhibit B, instead we use Map A and B. Chair Lindsay said there are two maps labelled as A and B, one is the Port presentation and the other is the map she prepared. Commissioner Doherty said he referenced the map Chair Lindsay prepared. Commissioner Russell seconded for discussion. Mr. Nelson suggested labelling them as Exhibit A and County Exhibit A & B. Discussion about areas of influence on the proposed maps and the Port's desire for a third vote at the table. Vote: Aye: Chair Lindsay, Commissioner Doherty. Nay: Commissioner Russell. Motion carried.

Break: 10:15-10:25 a.m.

Resolution No. R-2020-7: Approving an Agreement Between the Sponsors of the Columbia River Enterprise Zone

Greg Sweek, Enterprise Zone Manager

Mr. Sweek explained this was the current 2020 agreement that started in the fall of 2019 with Amazon Data Services for the building site with the potential for four new data centers on Gar Swanson Drive.

Mr. Nelson discussed the maps and the confidentiality aspects, but said this agreement basically mirrored agreements previously signed by the County.

Chair Lindsay said it removed any future bonding, which she pushed back on at the last Enterprise Zone meeting. She cited the rec center in Boardman, saying it's operating because of bonding. She said bonding was needed and she wanted it left in because of the importance to hospitals, schools and rec districts. Various discussions.

Commissioner Russell moved to approve Resolution No. R-2020-7: In the Matter of Approving an Agreement between the Sponsors of the Columbia River Enterprise Zone and Amazon Data Services, Inc. Chair Lindsay seconded. Discussion: Commissioner Doherty said he had two challenges: 1.) Amazon gets an 85% tax break, and then at some point in the future, when a school bond comes in and Amazon's portion is X million dollars and the Morrow County constituent who gave up the 85% tax break then has to reach into his or her own pocket to pay Amazon's share – that would be very grating on that constituent. 2.) When this was brought up in December, the Port of Morrow Director said there wasn't time to go back and talk to Amazon because the process had to be completed by January 1, 2020. Now, it's six months later and we're doing it, which is discouraging. Whether that was done by hook or crook, or an honest mistake, if six months don't matter, then another few months won't matter while we go back and talk to them about bonding so folks don't have to pay Amazon's share. He said he also worried about running into a challenge when the folks who own the fiber company are weighing in on these contracts either at the Enterprise Zone meetings, Port of Morrow, or here. If it ever comes up they had a vested interest or direct conflict or things weren't noticed and these contracts get thrown out, CIS (the County's insurer) becomes concerned about such things. Is there any way to put this on hold and work through? Amazon has put \$2 billion into this project and to be challenged by a constituent that an owner said to discontinue asking them for a bond or the owners of the company giving them an 85% break or another company challenges it and the contract gets thrown out, they will sue the socks off the County. I have the documentation where the fiber company for 10 years was worth \$3 million and in the last five years since Amazon came to town, it's gone to \$7 million, \$9 million and presumably to \$16 million if you follow the trajectory. It's hard to say this isn't a direct influence. It's a huge challenge and we need to back this up, have the folks not associated with this look at it again to make sure the County runs no risk down the road.

Mr. Nelson said there might be underlying issues for negotiations of the Enterprise Zone, that's one aspect, but today it's the vote on the Resolution...the concern is if there was a vote of 2-1 today and a constituent or someone with standing said he/she disagreed with what the County did, the vote, it shouldn't have been valid because a person should have been conflicted off, and then wants the decision overturned...it would have a trickle effect to say the whole Enterprise

Zone agreement shouldn't be in place because one of the sponsor entities wasn't in favor of it or wouldn't have approved it, then it should be full tax. The issue is that it all narrows back down to the individual vote by the elected official and their own declaration that there is a conflict. He said there wasn't a separate basis for him to say no. He didn't have any inherent authority...in the past we've called the Ethics Commission...but they don't have to...there could be potential risk but he hadn't looked into this at all...and wasn't part of the CIS questions or responses. There's not much here from a County Counsel standpoint that we can do, we don't control that. Chair Lindsay said it was a valid concern. It's a huge tax break and people at the table aren't declaring actual or potential conflicts.

Commissioner Russell asked if they wanted him to declare a potential conflict of interest because a company he has a financial interest in, Windwave, has done business and competed with multiple other entities for business with Amazon, then he will do that. He said he'd spoken with the State and it doesn't preclude him from voting.

Chair Lindsay said that was helpful but those have not been made at all of these meetings.

Commissioner Doherty asked if there were Requests for Proposals issued.

Commissioner Russell said no, not at all because they haven't built this facility.

Commissioner Doherty clarified, for past ones, or bring Windwave's books.

Commissioner Russell said he would not do that, Windwave is a privately held company.

Chair Lindsay said we have a declared potential.

Commissioner Russell said he would still vote.

Mr. Nelson said a motion could be made to table.

Chair Lindsay said she was a "yes" at the Enterprise Zone vote, which pushed her toward continuing to support this, but those were valid concerns. She said she didn't know how to move forward with researching it but there was a definite need to declare more conflicts for the public.

Vote: Aye: Chair Lindsay, Commissioner Russell. Nay: Commissioner Doherty. Motion carried.

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the third stakeholder meeting was held and additional input was considered as they move closer to a footprint for the building. He also said he appreciated the collaboration with Mr. Palmquist and the City of Irrigon.

Department Reports

The following written reports were reviewed:

- Administrator’s Monthly Report, submitted by Mr. Green
- Sheriff’s Office Monthly Report, submitted by Administrative Lieutenant Melissa Ross
- Treasurer’s Monthly Report, submitted by Gayle Gutierrez
- Assessment & Tax Quarterly Report, submitted by Mike Gorman

Correspondence

- Regional Solutions Weekly Report dated April 29th
- Letter from the Planning Department to the Oregon Department of Energy regarding the Request for Amendment 5 for the Wheatridge Wind Energy Facility Site Certificate noting Morrow County had no comments.

Commissioner Reports

- Commissioner Russell discussed the meetings he attended related to the new Irrigon building. He also said he attended yesterday’s Columbia River Enterprise Zone II Board meeting where a request from Amazon to amend the original agreement was approved 5-0 with one abstention. The request was to build a 15,000 square foot building inside an existing campus and to take into consideration payment on the smaller building. The topic will come to a future BOC meeting, he said.
- Commissioner Doherty also attended the CREZ meeting as the County’s alternate on that Board and noted he was the abstaining vote. He said he did so because he wanted to get bonding back into the discussion since Amazon reopened it. He said he posed the question as to how to be certain Amazon would not forego the other two larger buildings and instead build 10 smaller ones at \$60,000. The answer during the meeting was, “They presumed they’d still build the big ones and these would fit around, but there was no guarantee.” He said that was the reason he abstained from voting. Commissioner Doherty also talked about Oregon State University’s field testing and contact tracing related to COVID-19. He said Regional Director, Nicole Strong, told him she would notify him if it moved forward.
- Chair Lindsay reminded everyone about the 2020 Census and commented on the efforts by many people to assist in getting the word out. She said Morrow County’s low response rate puts us at 30th place out of the 36 counties. Chair Lindsay also said she was working with a Port representative to help an individual interested in expanding to the former Kinzua mill site. She said there was discussion during Budget meetings about a new location for the Sheriff’s Office Station 2 as the Port worked toward engaging someone for economic development at that site. The County owns the land next to the main Sheriff’s Office where a structure could be built to accommodate the loss of the building at the mill site but there has been push-back. It’s evolved into a potential land swap and she planned to approach the City of Heppner to ascertain interest and then report back to the BOC.
 Commissioner Russell suggested the County purchase the building from the Port saying it would be cheaper than replacing it.
 Chair Lindsay said she would hate to see a government entity stall the slightest bit of economic development in south County, especially when it could be housed in a different way.

Signing of documents

Adjourned: 11:45 p.m.

**Morrow County Board of Commissioners Meeting Minutes
May 13, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Melissa Lindsay
Commissioner Don Russell
Commissioner Jim Doherty
Darrell J. Green, Administrator
Roberta Lutcher, Executive Assistant
John Bowles, Undersheriff
Kristen Bowles, Communications Lt.
Justin Nelson, County Counsel
Gregg Zody, Community Development
Sheryll Bates, Heppner Chamber
Karen Pettigrew, Boardman City Manager
John Murray, Port of Morrow Commissioner
David Sykes, Heppner Gazette-Times

Via Electronic Means

Stephanie Case, Bobbi Childers, Ronda Fox,
Mike Gorman, Gayle Gutierrez, Nichole
High, Katie Imes, Ann Jones, Public Works,
Linda Skendzel, LeAnn Wright, Joe Armato,
Heather Baumgartner, Torrie Griggs, Lisa
Mittelsdorf, Aaron Palmquist, Greg Sweek

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: Chair Lindsay requested to clarify or correct last week's motion pertaining to Enterprise Zone III. It was decided to add it as the first Business Item.

Consent Calendar

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

- 1. Amended request from the Sheriff's Office to purchase a new dispatch recording system jointly with Umatilla County Dispatch from Goserco – accept change order bid of \$18,629.32 (Morrow County portion to be \$9,314.66), bringing the revised total to \$103,114.89 (Morrow County portion to be \$51,557.45).*
- 2. Ninth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services; funding increase of \$38,344 for an added Program Element specific to COVID-19 response; and authorize Chair Lindsay to sign on behalf of the County.*
- 3. Eastern Oregon Coordinated Care Organization, Community Benefit Initiative Reinvestment Program Agreement; project title: Morrow County Public Health Electronic Health Record Implementation; grant amount: \$25,000; term to be May 1, 2020 – April 30, 2021*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Clarification of May 6, 2020 Motion Related to Enterprise Zone III

Chair Lindsay described the unintended error in the map accepted last week with the County's draft resolution, and said she would entertain a motion to amend it.

Commissioner Doherty moved to amend the map labelled County Exhibit A to include the small area of industrial ground near the Umatilla National Wildlife Refuge that was inadvertently not included. Chair Lindsay seconded. Discussion. Vote: Aye: Chair Lindsay, Commissioner Doherty. Nay: Commissioner Russell. Motion carried.

Morrow County Government Command Center Update

Chair Lindsay asked for input from other members of the Command Center team.

Justin Nelson said the Reopening Plan was submitted and the County was waiting to hear back from the Governor's Office. Team members have been working on housing options in the County for people who need to be isolated or who test positive but might be homeless.

Various discussions, including the different levels of testing available; the cancellation of July 4th celebrations; distribution of Personal Protective Equipment being limited to first responders, medical staff, hospitals, clinics, etc.; and brief discussion about the way the Governor views church services.

Chair Lindsay said the County's amended Reopening Plan was in today's meeting packet but had to be submitted last Friday. She said the intent of the plan did not change but she asked for her fellow Commissioners to ratify it.

Commissioner Russell said the motion last week said it would be a living document, subject to change.

Commissioner Russell moved to ratify the May 8th Reopening Plan, as it was submitted to the Governor, and as part of this, give Chair Lindsay the leeway to treat it as a living document. He added, as guidance comes from the State, she can make adjustments, as needed. Commissioner Doherty seconded. Unanimous approval.

Break: 9:26 – 9:38 a.m.

Access to County Building During the May 19th Primary Election

Mr. Nelson said the Courthouse would be open but the interior office doors would be locked, with the exception of the Clerk's Office.

Clerk Bobbi Childers said the building would be open from 7:00 a.m.-8:00 p.m. but none of her usual volunteers would be coming in to help.

Updates for Code Enforcement Draft Amendments, RV Campgrounds and Rural Residential 10-Acre Zone

Gregg Zody, Economic Development Director

Mr. Zody said he submitted the draft Code Enforcement update language to County Counsel for review. He said he also worked with Planning Department staff and project developers to locate RV campgrounds associated with the temporary workers. He said it was important for first responders to know these locations in the event they are called to an emergency, and to make sure the RV owners are properly emptying their waste holding tanks.

Regarding Rural Residential 10-Acre Zones, Mr. Zody said he will use Umatilla County's existing zone and resolutions as templates for Morrow's County's.

The Commissioners agreed with Mr. Zody's plan to present the drafts to the Planning Commission for review before submitting them to the Board of Commissioners.

Follow-Up on the Umatilla Electric Cooperative/Public Utility Commission Filing

Mr. Nelson discussed the timeline to make comment on UEC's request to the PUC for condemnation of private property for a new line in the Boardman area. He then took the time to review the documents because they were not included in the Agenda Packet. In reviewing his draft of the comment letter, he said it focused on the County's concerns, rather than any objections. He suggested the letter be taken up near the end of the meeting.

Request to Approve Enterprise Zone Application from the City of Boardman

Karen Pettigrew, Boardman City Manager

Ms. Pettigrew said the City of Boardman was going to apply for an enterprise zone, which included its urban growth boundary, but needed the County's permission to do so. She briefly reviewed the map she provided.

Chair Lindsay said the request was received somewhat late for our process, which didn't allow time to gather information from the Assessor's Office or City of Boardman for the Agenda Packet. When she said she wanted to obtain answers to her questions from the Assessor's Office, Commissioner Doherty suggested tabling the request. Discussion.

Commissioner Doherty moved to table the request from the City of Boardman. Chair Lindsay seconded. Unanimous approval.

Sheriff's Office Station 2 Proposal

Chair Lindsay explained Sheriff's Station 2 is currently housed in a building leased from the Port of Morrow at the former mill site, and that building is in the process of being sold. The original idea to build a similar facility on County-owned property next to the Sheriff's Office met with resistance from nearby property owners, so Chair Lindsay began to explore other options. The idea of a land swap with the City of Heppner has been discussed as a possibility, she said. It would involve swapping the County-owned property next to the Sheriff's Office for City-owned property near the fire station where the City was considering a dog park. She attended the Heppner City Council meeting to see where the Council stood on the idea. She said the idea was given a "head nod" but a lot of work remains.

Commissioner Russell said the County should exercise its right of first refusal on the property.

Chair Lindsay said that discussion will come forward but she would be against standing in the way of industry and jobs in south County, which are very hard to come by.

Human Resources Director Interview Team

Darrell Green, Administrator

Mr. Green reviewed the list of his recommended team members from the Agenda Cover Sheet included in the Packet. Following a brief discussion, the Commissioners concurred with his recommendation: Mr. Green, Commissioner Russell, Finance Director Kate Knop, Undersheriff John Bowles, and possibly a fifth member (Department Director or outside party).

Irrigon Building Update

Darrell Green, Administrator

- Stakeholder meetings continue with Fortis and CIDA.
- Another building diagram will be received tomorrow.
- Future steps – present a building plan to the BOC; present an approximate budget to the BOC; determine guaranteed maximum price.
- Phase I will begin at the end of June or beginning of July, with construction to start in August or September.

ORS 204.112 Sheriff's Salary

Darrell Green, Administrator

Mr. Green read ORS 204.112(4), which states, "...the Sheriff's salary shall be fixed in an amount which is not less than that for any member of the sheriff's department." He explained the County applied this ORS to increase Sheriff Ken Matlack's salary in 2014 and 2016 and will be required to apply it again as of April 24, 2020, in order to keep his salary above that of a subordinate. Mr. Green said past practice has been to pay the Sheriff \$100 more per year than the next highest paid Sheriff's Office employee, but that amount was never officially set.

Commissioner Russell moved to follow past practice and increase the Sheriff's salary \$100 annually higher than the next highest paid Sheriff's Office employee. Commissioner Doherty seconded. Discussion: Commissioner Doherty asked if this precluded an adjustment, either direction, relative to who the Sheriff is and the additional emergency management duties of the Undersheriff. He said it would be valid to have a "relook" if all that goes away.

Commissioner Russell agreed and said the Compensation Board reviews salaries for all the elected officials and compares them to salaries in the region and state. He said the Morrow County Sheriff consistently ranks high in our region. He said it's a fair comparison to continue to look at it annually.

Chair Lindsay asked if the motion was to have the salary go up or down until the Compensation Board corrects it.

Commissioner Russell said the motion was to move it up this year until the Compensation Board looks at it again next year.

Chair Lindsay said it's a relook, not an automatic; Commissioner Russell agreed.

Unanimous approval.

Break: 10:28-10:38 a.m.

PUC Letter

Mr. Nelson reviewed the changes he made to his draft letter presented earlier in the meeting.

Commissioner Doherty moved to sign and submit the letter to the Public Utility Commission, as amended. Commissioner Russell seconded. Unanimous approval.

Department Reports – Written

- Mr. Zody presented the Community Development Department Quarterly Report.

The Board reviewed the following written reports:

- Planning Department Monthly Report, submitted by Stephanie Case
- Finance Department Quarterly Report, submitted by Kate Knop

Correspondence

- Letter from U.S. Representative Greg Walden to Governor Kate Brown asking her, and the Emergency Board of the Legislature, to reconsider the decision to not share the Coronavirus Relief Funds with local governments.
- Letter from Oregon's Congressional Delegation to Ryan McCarthy, Secretary of the Army, urging the Army to complete the remediation work at the former Umatilla Chemical Depot.
- Public Utility Commission notice In the Matter of Umatilla Electric Cooperative's Petition for Certification of Public Convenience and Necessity (PCN 4) – Prehearing Conference Memorandum – Procedural Schedule

Commissioner Reports

- Commissioners Russell and Doherty said they provided reports at yesterday's Department Directors meeting.
- Chair Lindsay said she was proceeding with plans for a joint meeting with Grant County at the OHV Park and that social-distancing would be accommodated. She said Grant County Judge Scott Myers was enthusiastic about the meeting. Chair Lindsay also said the County's former Local Public Safety Coordinating Council (LPSCC) Coordinator, Jessica Rose, would like to propose to the County that she once again serve in that capacity, with the understanding she would obtain grant funds to support the position. Chair Lindsay asked Commissioners Russell and Doherty if they would entertain that prospect, after it was first submitted to LPSCC. They both indicated their willingness to consider the proposal.

Signing of documents

Adjourned: 11:15 a.m.



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

Board of Commissioners

Commissioner Melissa Lindsay, Chair
Commissioner Don Russell
Commissioner Jim Doherty

July 22, 2020

Malheur National Forest
Prairie City Ranger District
Attention: SRS RAC
P.O. Box 337
Prairie City, OR 97869

The Morrow County Board of Commissioners is excited about the work being done to activate the forest collaboration, and is happy to provide this letter of support for Mr. Mike Gorman in his application to the Northeast Oregon Forests Resource Advisory Committee.

Morrow County, through our partnership with the U.S. Forest Service, has supported the activities of the vital Resource Advisory Committee (RAC) and has worked with the USDA and USFS in these efforts through our local partners in Heppner, Oregon.

Mr. Gorman, with his knowledge as the elected Morrow County Tax Assessor, a local landowner near the National Forest, an officer of the Four Corners Snowmobile Club, and as a multi-recreational user, has good knowledge of the need and opportunities to improve forest health in the Umatilla National Forest, especially those areas in and around Morrow County.

Thank you for your careful consideration of Mr. Gorman. We look forward to the good things to come from this RAC and are happy to further collaborate, however possible.

Sincerely,

Melissa Lindsay
Chair

Don Russell
Commissioner

Jim Doherty
Commissioner



Pacific Northwest Region
Malheur National Forest
431 Patterson Bridge Rd.
John Day, OR 97845
www.fs.usda.gov/malheur

Pacific Northwest Region
Umatilla National Forest
72510 Coyote Rd
Pendleton, OR 97801
www.fs.usda.gov/umatilla

Pacific Northwest Region
Wallowa-Whitman National Forest
1550 Dewey Ave.
Baker City, OR 97814
www.fs.usda.gov/wallowa-whitman

NEWS RELEASE

Contact: Mary Hamiscevz (541) 575-3144
Darcy Weseman (541) 278-3722
Peter Fargo (541) 523-1231

June 24, 2020

Northeast Oregon Forests seeking members for Resource Advisory Committee

JOHN DAY, PENDLETON, and BAKER CITY, Ore. – The Northeast Oregon Forests Resource Advisory Committee is seeking nominees for new members to serve on a vital Resource Advisory Committee (RAC). The committee is tasked with recommending projects to improve forest health, watersheds, roads and facilities around Malheur, Umatilla and Wallowa-Whitman National Forests.

The projects that are funded through the RAC are important to the communities of Northeast Oregon and are varied in focus and scope, ranging from fish passage restoration to constructing new trails. Beyond getting important work done, projects have also utilized youth crews which provide young people with unique opportunities to develop a love of the outdoors while gaining valuable hands-on work experience.

RAC committee members are officially appointed by the Secretary of Agriculture for a term of 2 years, and although they cannot be compensated for their work, members can get reimbursed for travel expenses to, during and from meetings. In order to ensure that the group can accomplish its goals, members are expected to participate in two full-day meetings each year. Residents of Baker, Crook, Grant, Harney, Malheur, Morrow, Union, Wallowa, and Wheeler Counties are particularly encouraged to submit applications although others may apply.

RACs have been found to work best when many interests and industries are represented by their members. Recreation groups, environmental groups, industry leaders and employees, tribal representatives, elected officials and local residents are all needed to provide a balanced and diverse group.

The three categories of committee members needed are: A) Industry professionals with experience in forest products, recreation, mining, grazing, or timber, B) environmental groups and individuals connected to groups

NEWS RELEASE, continued

interested in wild horses, archeology, and dispersed recreation, and C) elected officials, American Indian tribal representatives, school officials or teachers.

Nominations will be accepted until September 30, 2020.

Nominations must contain a completed application packet that includes the nominee's name, resume, and completed Form AD-755 (Advisory Committee or Research and Promotion Background Information). The package must be sent to.

Malheur National Forest:
Prairie City Ranger District
Attention: SRS RAC
P.O. Box 337
Prairie City, OR 97869

The Form AD-755 may be obtained from the following SRS RAC website:
<http://www.fs.usda.gov/main/pts/specialprojects/racs>

If you are interested in serving on the Northeast Oregon Forests RAC, or would like more information about the responsibilities of the RAC, contact Ed Guzman, Northeast Oregon Forests Designated Federal Official (541) 820-3801 or by email at: edward.r.guzman@usda.gov

###

Roberta Lutcher

From: Gina Nikkel <gnikkel@oregoncounties.org>
Sent: Monday, July 13, 2020 8:16 PM
To: Gina Nikkel
Subject: New amended CRF funding agreement template
Attachments: DAS_CRF_Grant Agreement - TEMPLATE.docx

STOP and VERIFY - This message came from outside of Morrow County Government.

Dear Judges, Chairs and Commissioners,

As you may have heard, the Oregon County Counsel Association (OCCA), as represented by Lane and Clackamas county counsels, recently negotiated an amended version of the CARES CRF grant agreement (amended version is attached). These two counties are in the process of signing this amended version.

If your county has not yet entered into an agreement, this amended version can be used by your county. In addition, if your county has already signed the original CRF grant agreement with the state, the state has informed us it will allow your county to substitute this amended agreement instead of the original --- however, in order to make this happen, your county counsel must contact the state to make arrangements to execute new, formal legal documents. The point of contact at the state for your county counsel to work with is

Rob Hamilton

Robert W. Hamilton, CPA

Statewide Accounting and Reporting Services Manager

Chief Financial Office

Department of Administrative Services

Phone: (503) 373-0299

<http://www.oregon.gov/DAS/financial/acctng>

While this isn't everything we wanted, we are grateful for the work done by Clackamas County Counsel, Stephen Madkour, and Lane County Counsel, Stephen Dingle, to reach a compromise. The attachment is highlighted in yellow where you must fill in the information and then the red track changes must be accepted before you send it in. The red track changes were left in so you could easily see what was changed.

Best,

Gina

--

**STATE OF OREGON
GRANT AGREEMENT**

Grant No. 1020

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and [Grantee Name], each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the First Cost Period, as that term is defined below.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Gerold Floyd
Department of Administrative Services
Attention: Coronavirus Relief Fund
155 Cottage Street NE, Salem, OR 97301
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee’s Grant Manager is:

[NAME]
[Office]
[ADDRESS]

[PHONE]
[EMAIL]

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed the amount of eligible costs for the Project incurred during the period March 1, 2020, to May 15, 2020 (the “First Cost Period”). Agency will pay the Grant Funds from monies available through its Coronavirus Relief Fund (“Funding Source”). Future disbursements from the Funding Source for cost periods after the First Cost Period will require an amendment to this Grant pursuant to Section 19.3

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the First Cost Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.2 Conditions Precedent to Disbursement.

Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

- 7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is a local government or tribal government duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601 (d) of the Social Security Act.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed

by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

10.3 Identity Protection Law. Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

10.4 Subgrants/Contracts. Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section

~~10.5 — Background Check. If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.~~

Formatted: Indent: Left: 0.7", No bullets or

SECTION 11: INDEMNITY/LIABILITY

Formatted: List Paragraph, Right: 0.3", Space Before: 12.05 pt, Line spacing: Exactly 14 pt, Tab stops: 0.7", Left

11.1 Indemnity. Subject to the limitation of Article XI, § 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and

indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). ~~If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.~~

- 112 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 113 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 121 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 122 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 123 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements

against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20

calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or

17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 **By Agency.** Agency may terminate this Grant as follows:

- 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 **By Grantee.** Grantee may terminate this Grant as follows:

- 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

~~18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.~~

SECTION 19: MISCELLANEOUS

19.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Projects activities to be funded by this Grant, create no potential or actual

conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Insurance)
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit D (Federal Award Identification)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both

DAS GRANT # 1020 – Coronavirus Relief Fund

Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Name, Title Date

[Grantee Name]

By: _____
Authorized Signature Date

Printed Name, Title

Federal Tax ID Number DUNS Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: _____
Name, Title Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

To support local government action in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

SECTION II. PROJECT ACTIVITIES

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the First Cost Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect/Administrative Costs. Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

SECTION III. RESERVED

SECTION IV. PROJECT EVALUATION/ REPORTING REQUIREMENTS

If a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in

DAS GRANT # 1020 – Coronavirus Relief Fund

this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION VI – DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following information at the minimum:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- Aggregated costs by available cost category.

Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. For the First Cost Period, Grantee must send its requests for disbursement via email to Agency's Grant Manager identified in Section 4. Future reimbursement requests shall be submitted via an Agency-developed grant website portal.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit B prior to performing under this Grant and shall maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability

Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$ _____ per claim. Annual aggregate limit may not be less than \$ _____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$ _____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

Required Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$ _____ per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$ _____ per occurrence. Any annual aggregate limit may not be less than \$ _____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or

sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant, or, (ii) Agency or Grantee termination of this Grant, or, iii) The expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE:

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of

DAS GRANT # 1020 – Coronavirus Relief Fund

Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: CoronavirusReliefFund@oregon.gov or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION:

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

- 1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. Payments will not be made in whole or in part with federal funds.
- 1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

- Grantee is a subrecipient
 Grantee is a contractor
 Not applicable

- 1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.
- 2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.
- 2.4. Grantee must comply and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.

[If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.](#)

Commented [A1]: Steven Marlowe inserted this quote from the FAQs, copied and pasted below:

Questions Related to Administration of Fund Payments
Do governments have to return unspent funds to Treasury? Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

DAS GRANT # 1020 – Coronavirus Relief Fund

For purposes of these provisions, the following definition apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and “Subrecipient” and “Non-Federal entity” mean Grantee or Grantee’s contractors or subgrantees if any.

- (A) 2 CFR §200.303 Internal Controls
- (B) 2 CFR §§200.330 through 200.332 Subrecipient Monitoring and Management
- (C) Subpart F – Audit Requirements of 2 CFR §200.5XX
 - i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
 - ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
 - iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.
- (D) System for Award Management
Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier require for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

None.

EXHIBIT D
FEDERAL AWARD IDENTIFICATION
(Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	
(ii) Grantee's DUNS number:	
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	
(vii) Total amount of federal award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes No
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes No

Boardman Rural Fire Protection District

(541) 481-FIRE (3473)

Fax (541) 481-0909

e-mail: mhughes@boardmanfd.com

Mike Hughes, Fire Chief

Marty Broadbent, Fire Marshal

Suzanne Gray, Executive Assistant

300 Wilson Lane, Boardman, Oregon 97818

July 15, 2020

Morrow County Commissioners

100 S. Court St.

Heppner, OR 97836

Dear County Commissioners,

This is a petition to the Commission requesting Boardman Rural Fire Protection District authorization to annex the properties listed below into the Fire District. The owners of these properties have requested, in writing, fire protection by Boardman Rural Fire Protection District. The following described in Township 4N Range 26 East of the Willamette Meridian, Morrow County, Oregon

Commencing at the Intersection of the North-South centerline of Section 1;

Thence following the North line of the West Extension Irrigation Ditch right of way westerly to the East Line of Section 3;

Thence South to the NE Corner of the SE ¼ of the Southeast 1/4 of said Section 3;

Thence West along the North line of Said SE ¼ SE 1/4 to the NE corner thereof;

Thence North to the north line of the WEID Ditch;

Thence following the northerly line of the WEID Ditch Westerly to its intersection with the West line of Section 3;

Thence South along the Westerly line of Sections 3, 10, & 15 to the South Right of Way of the Union Pacific Railroad Right of Way;

Thence following the South line of said UPRR right of way South Easterly to its intersection with the North -South centerline of Section 24;

Thence North along the Centerline of Section s 24, 13, 12, & 1, to the Point of beginning.

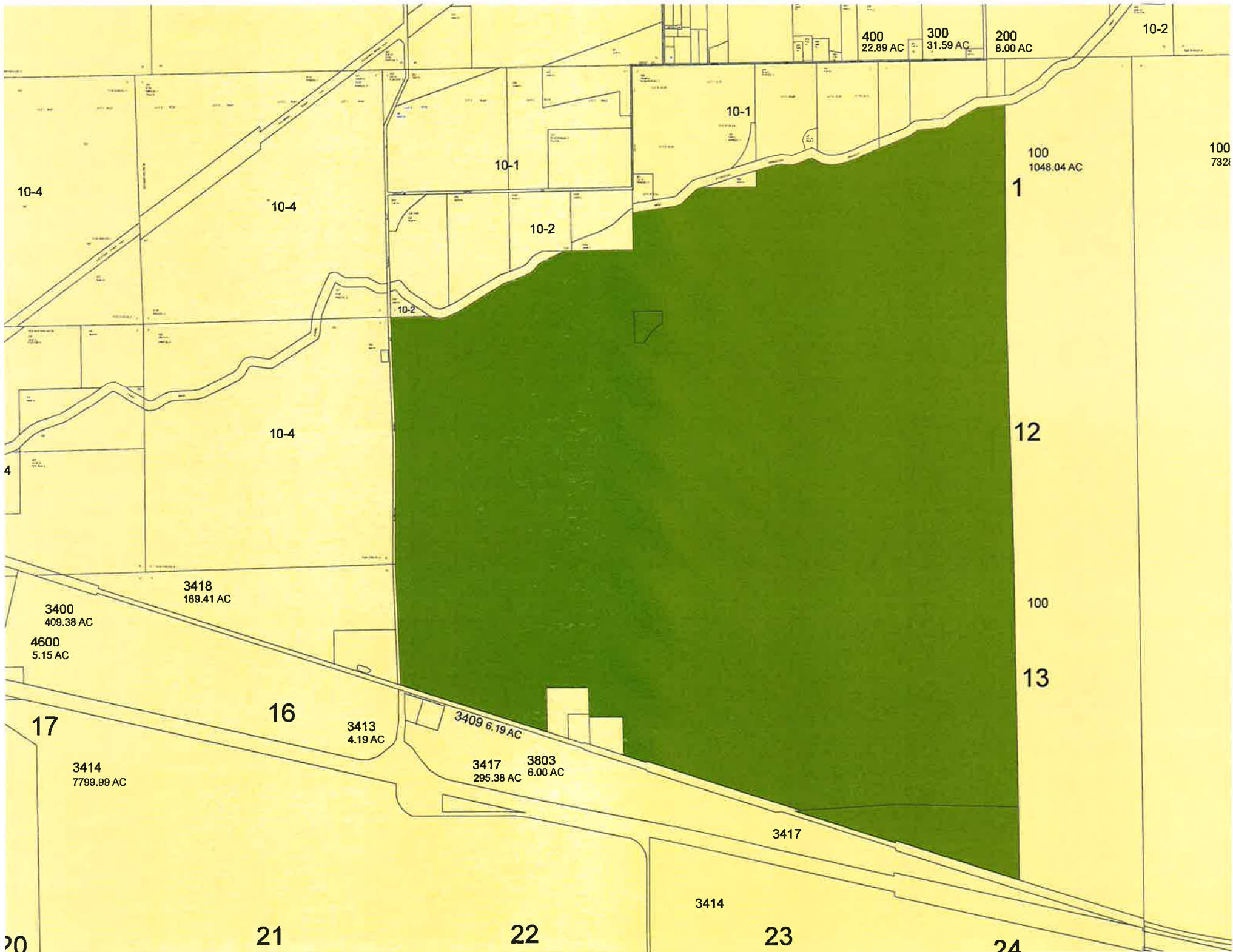
Please see the included map for more detail. These properties are currently under no fire protection and with the threat of wildfire upon us, we are requesting approval as soon as possible.

We look forward to working with you to achieve this annexation.

Thank you for your time and consideration in this matter.



Mike Hughes
Fire Chief



From: Gina Nikkel <gnikkel@oregoncounties.org>
Sent: Monday, July 20, 2020 2:25 PM
To: Melissa Lindsay <mlindsay@co.morrow.or.us>
Subject: Fwd: OHSA letter

Commissioner Lindsay,

We are putting this letter out to every Commissioner to put on their board agenda to sign . Sara will coordinate signature so please let her know once your board has voted on it. You will get an official announcement but I wanted to get this to you ASAP as I know you said you needed this letter by 3:00 pm today to get it on the agenda.

Best,

Gina

Gina Firman Nikkel, Ph.D
Executive Director
Association of Oregon Counties
Local Government Center
1201 Court Street NE, Ste. 300, Salem, OR 97301
Direct: (503) 400-3238 | Mobile: (503) 930-0349
gnikkel@oregoncounties.org
www.oregoncounties.org

AOC ASSOCIATION OF OREGON COUNTIES

July 20, 2020

Michael Wood
Administrator
Oregon Occupational Safety and Health
PO Box 14480
Salem, OR 97309
Submitted via electronic mail.

Dear Administrator Wood:

As representatives of Oregon's 36 counties, like the State, Oregon Occupational Safety and Health (OSHA), and others, we are working tirelessly to protect the health, safety, and well-being of all Oregonians. In our counties, we are balancing this with public health, economic, and other concerns that are arising related to the pandemic while continuing to provide critical everyday services to our constituents.

We are writing today to express our concerns related to Oregon OSHA rules and programs for agricultural and food processing workers implemented in response to COVID-19. Through an expedited process, Oregon OSHA promulgated temporary rules for additional sanitation, transportation, and housing measures. Unfortunately, this expedited timeline did not provide a thorough public process that could allow for those being regulated or impacted to provide public comment. Counties are hearing loud and clear from our constituents that these changes have created significant challenges and barriers for general operating needs, processes, and expenses.

During COVID-19 pandemic, it is even more critical to increase efforts to protect workers, which is why county emergency services stepped up to the plate and partnered with the State to support the agricultural and food processing industries, critical industries in our local economies. Counties supplied these industries with personal protective equipment and hand sanitizer. Individual producers and processors made the decision to proactively test workers before they were placed in farmworker housing or began to work to further advance mitigation measures. We know these actions are crucial steps to help protect vulnerable workers.

Agricultural and food processing industries have been able to obtain the necessary additional hand washing stations and portable restrooms to comply with the temporary rule. However, these industries are struggling to identify housing that will meet the new standards. Innovative and emergency housing solutions, such as use of tents to keep workers separated during their time in workforce housing are not allowed under the temporary rules, resulting in challenges with hiring migrant workforce to support seasonal harvest. Ultimately, this reduces the number of employees who are working in fields, orchards, and vineyards, reducing overall harvest.

AOC ASSOCIATION OF OREGON COUNTIES

Counties are concerned that those working to comply and create a safe workplace for Oregon workers are not being heard and that those industries are suffering. Industry has sought relief from the new, temporary rules; however, flexibility has not been granted. We ask that Oregon OSHA engage in a transparent, public rulemaking process, to allow those being impacted by the proposed rules to have the ability to voice their concerns, partner on collaborative solutions, and prepare to adapt their practices with consideration for employees; best practices; and economic impact.

Additionally, these rules were implemented and intended to be temporary to address health and safety needs during the COVID-19 pandemic. Counties are concerned that a version of the temporary rules may become permanent in October without having gone through the traditional and transparent public rulemaking process. We ask that any extension of the temporary rules continue as temporary and expire concurrently with the state of emergency declaration as intended.

Counties are also hearing from the agricultural community that Oregon OSHA is deploying an Emphasis Program on the agriculture and food processing industries due to an increase in COVID-19 positive test results in those industries. From the onset of the pandemic, counties, the State, the agricultural community, and food processing facilities have been working together proactively to protect workers. Workers are being tested in advance of housing placement to mitigate spread of the virus, adding additional sanitation options, and other workplace safety measures, such as protective plexiglass between workstations. In fact, because workers are likely to come to work even though they know they are sick, Oregon has funded the [Oregon Worker Relief Fund](#) to encourage workers to stay home by paying them wage replacement of \$430 a week, or \$860 for two weeks. These proactive measures are keeping workers safe. The Emphasis Program, however, is counterintuitive. It penalizes operations that have increased testing and is not supportive of the proactive and collaborative approach these industries, counties, and the State are focused on to promote health, safety, and well-being of Oregonians. We ask that Oregon OSHA work with the agricultural community to tailor a program that will protect workers in the safest manner possible.

Finally, Oregon OSHA seeks to develop an infectious disease standard by September 1, 2020. We are concerned about the process to prepare such a standard. Unfortunately, this one-size-fits-all approach creates an insurmountable standard for industry to meet and does not recognize unique circumstances across industry types. What is more concerning is that this broad-brush approach is being pursued in an expedited, non-transparent manner after both the State Legislature and Congress have raised strong concerns and have elected not to pursue such a standard. We are concerned about the impact of such a standard at such a challenging time not only for our agriculture and food processing industries but also other industries, and particularly as they do not appear to have a seat at the table. We ask that Oregon OSHA take heed of the concerns expressed at the federal and State levels and include industry in the discussion by making this a fair and transparent process.

AOC ASSOCIATION OF OREGON COUNTIES

We are all navigating the challenges surrounding the pandemic and trying to best support the safety, health, and well-being of Oregonians. As the direct responders in this pandemic, counties ask that Oregon OSHA:

- Provide a transparent and open process for rulemaking to allow for public engagement;
- Consider modifications to the existing temporary rules; and
- Take a collaborative approach to addressing workforce safety that takes into consideration unique industry needs.

Counties, employers, workers, and the State are all partners in our responses to the COVID-19 pandemic. Thank you for your partnership and your consideration of our requests at this critical time.

Respectfully,

MOA
10-10-19

AFTER RECORDING RETURN TO:

Umatilla Electric Cooperative
P.O. Box 1148
Hermiston, OR 97838

REFERENCE: Tax Lot 3211

MEMORANDUM OF EASEMENT OPTION AGREEMENT

BETWEEN: Morrow County, a political subdivision of the State of Oregon (“Grantor”)
P.O. Box 788
Heppner, OR 97836

AND: Umatilla Electric Cooperative (“Grantee”)
P.O. Box 1148
Hermiston, OR 97838

Pursuant to a Utility Line Option and Easement Agreement dated _____, 2019, (“Option Agreement”), Grantor granted to Grantee an option to purchase an easement for utility purposes on that certain property in Morrow County, Oregon described as:

Land in Morrow County, Oregon, Township 4 North, Range 25 East of the Willamette Meridian, Section 10, and more particularly described as follows:

Said property being described as Parcel 1, of PARTITION PLAT 2018-1, in the County of Morrow and State of Oregon, as recorded in Morrow County Public Records on March 6, 2018 and in a Statutory Warrant Deed recorded as instrument number 2018-41882 (the “Property”).

The area of the Property encumbered by the Option Agreement is described in the attached Exhibit A. The Property is subject to the terms and conditions of the Option Agreement, for a term commencing _____ and terminating _____, subject to Grantee’s right to extend the term for two additional one-year periods as set forth in the Option, after which it will be of no further force or effect.

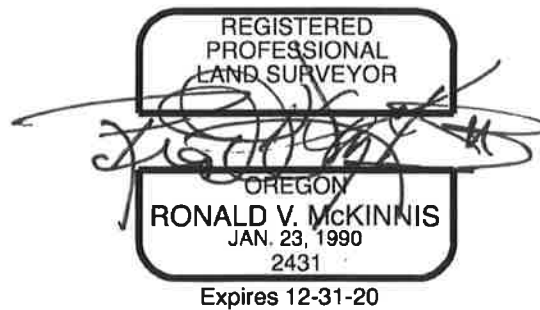
A complete copy of the Option Agreement may be obtained from Grantor or Grantee.

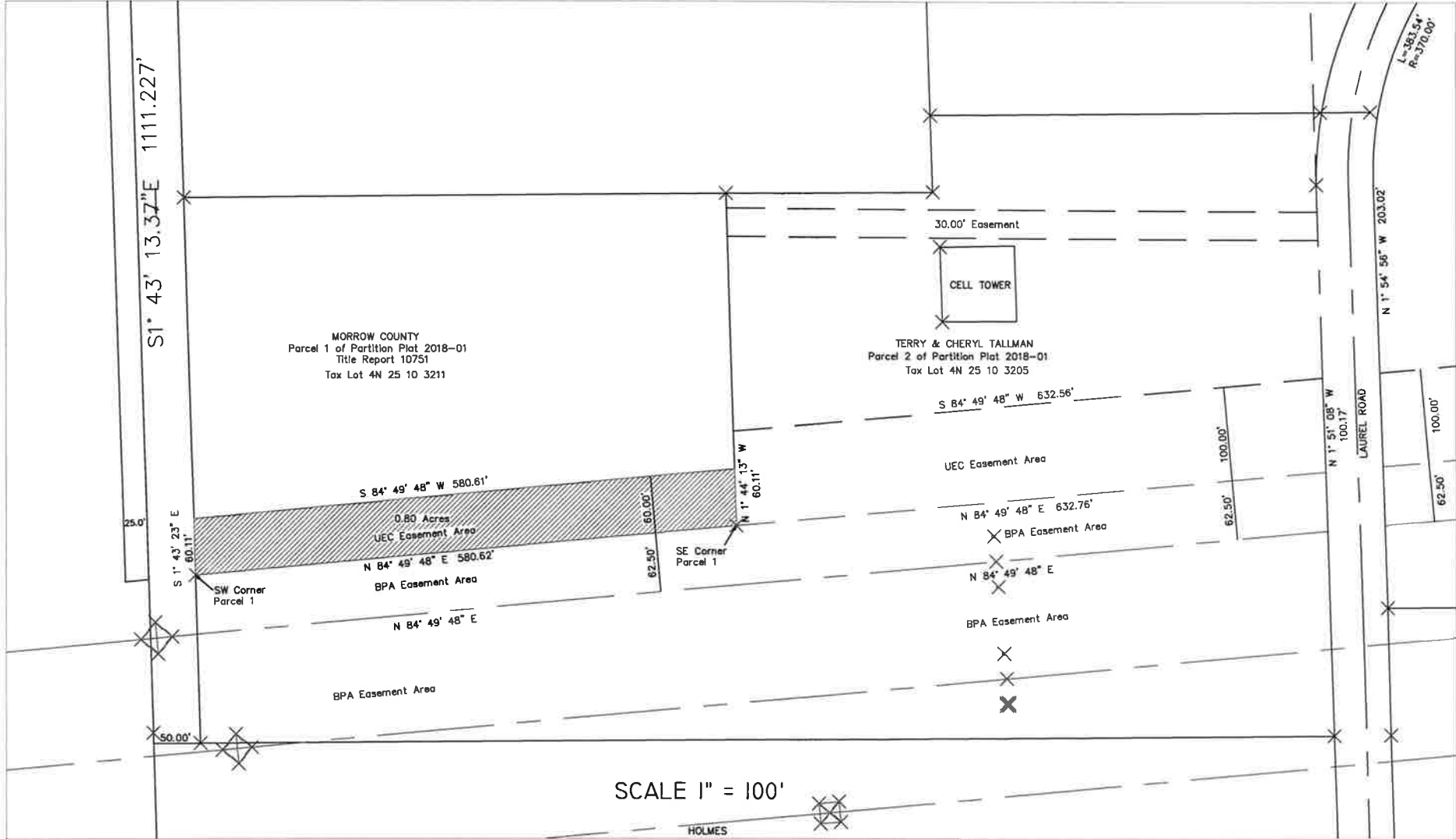
This Memorandum is being executed and recorded in the Official Records of Morrow County, Oregon, to give notice of the provisions of the Option Agreement and will not be deemed or construed to define, limit, or modify the Option Agreement in any manner.

This Memorandum of Easement Option may be executed in one or more identical counterparts, and if so executed, each counterpart shall be deemed an original for all purposes, and all such counterparts shall

Exhibit 'A'
MORROW COUNTY
Easement Legal Description

A 60 foot wide strip of land along and adjacent to the North edge of the Bonneville Power Administrations Transmission Line easement located in the Southwest Quarter of the Southeast Quarter of Section 10, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:
The Southerly 60.00 feet of Parcel 1 of Partition Plat 2018-1, as filed in the files of Partition Plats of Morrow County.





For:
Umatilla Electric Cooperative
 P.O. Box 1148
 Hermiston, OR 97838

Rev. 09-12-2019

HOLMES

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 RONALD V. MCKINNIS
 JAN 23, 1990
 2431

Expires 12-31-20

ENGINEERING - LAND SURVEYING - WATER RIGHTS
R. V. MCKINNIS ENGINEERING

 79980 Prindle Loop Road
 Hermiston, Oregon 97838
 (541) -567-2017

Option & Easement
Agmt.
10-10-19

AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative
P.O. Box 1148
Hermiston, OR 97838

REFERENCE: Tax Lot 3211

UTILITY LINE OPTION AND EASEMENT AGREEMENT

Morrow County, a political subdivision of the state of Oregon, ("Grantor"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative**, an Oregon cooperative corporation ("Grantee"), and to its licensees, successors or assigns, the right to acquire, at its option and in accordance with the terms and conditions hereof (the "Option"), the Easement (hereafter defined) on, over and under that certain real property owned by Grantor and more particularly described on Exhibit A (the "Easement Area"). Grantor hereby grants to Grantee the Option for a period of three (3) years from the Effective Date hereof (the "Option Period"), as such Option Period may be extended as hereinafter provided.

ARTICLE I. THE OPTION

1.1 Consideration for the Option; Extension of the Option Period. In consideration of the foregoing grant of the Option, Grantor shall receive within sixty (60) days following the Effective Date (hereinafter defined) for each year of the Option Period, the Option Payment as defined in a separate letter agreement (the "Letter Agreement") executed contemporaneously with this Agreement between Grantor and Grantee. The Option Payment shall constitute all the consideration due to Grantor for the grant of the Option for the duration of the applicable Option Period. Grantee shall have the right to extend the Option Period for two additional one (1) year periods by delivery of written notice of such extension together with an additional Option Period Extension Payment, defined in the Letter Agreement, to Grantor not later than the expiration date of the Option Period, as the same may have been extended.

1.2 Recording of Option. Upon execution of this Option, Grantee shall record the Memorandum of Utility Line Option and Easement Agreement executed by the Parties and attached as Exhibit B.

1.3 Exercise of Option. Grantee may exercise the Option by delivering a written notice of exercise (the "Option Notice") to Grantor at any time prior to the termination of the Option Period. Delivery of the Option Notice shall be deemed to be timely if personally delivered or postmarked on or before the first business day after the termination of the Option Period. The Option Notice will specify (a) that Grantee is electing to acquire the Easement, and (b) the date on which the Easement shall commence (the "Easement Commencement Date"). The Easement Commencement Date shall not be later than the last day of the Option Period, unless the Grantor otherwise agrees in writing.

1.4 Option Termination. Grantee may terminate the Option at any time by giving written notice to Grantor of the date of termination. If Grantee does not either (a) extend the Option Period in accordance with Section 1.1, (b) exercise the Option in accordance with Section 1.3, or (c) terminate the Option in accordance with this Section 1.4, the Option shall expire on the last day of the Option Period. Upon expiration or termination of the Option without the exercise thereof, neither party shall have any further obligation or liability to the other under this Agreement, except that the provisions of Section 3.9 shall survive the expiration or termination of the Option for a period of two years.

1.5 Access to Easement Area. During the Option Period, Grantee, its contractors, subcontractors, agents and employees shall have the right to enter the Easement Area for purposes of conducting such tests, studies, borings, inspections, surveys, and soil or other analysis as Grantee deems advisable or necessary. Grantor shall cooperate with Grantee in such efforts and make available to Grantee, its contractors, subcontractors and agents, for inspection, copies of all surveys, plans and other such records of Grantor only as such information relates directly to the proposed Improvements (as hereinafter defined) to be constructed in the Easement Area. During the Option Period, without Grantee's express written consent, Grantor shall not grant any other easements burdening the Easement Area or that otherwise limit Grantee's use of the Easement Area if the Option is exercised.

ARTICLE II. THE EASEMENT

2.1 Exercise of Option. Upon the exercise by Grantee of the Option to acquire the Easement in accordance with Article I, without the need or requirement of any further action on the part of either Grantor or Grantee, this Agreement shall become an easement between Grantor and Grantee as of the Easement Commencement Date. Upon the exercise of the Option, and only upon the exercise of the Option, Grantee shall be entitled to record this Agreement in the land records of Morrow County, Oregon, as notice of the exercise of the Option, the existence of the Easement and the occurrence of the Easement Commencement Date.

2.2 Consideration for Easement. In consideration of the rights granted under this Article II including the Easement, Grantor shall receive the Easement Payment, as defined in the Letter Agreement, within sixty (60) days after the Easement Commencement Date.

2.3 The Easement.

2.3.1 The Easement shall be a perpetual, non-exclusive grant to Grantee, its licensees, successors or assigns, to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television and communication lines, or any related system and facilities (the "Improvements") on, across, over, or under the Easement Area. The Easement shall further grant to Grantee the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's adjacent lands which may pose a hazard to the operation of the facilities within the

easement area; to keep the easement clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described easement area.

2.3.2 Notwithstanding the restrictions on Grantee set forth in Section 2.3.1, Grantor shall retain the right to build a storage facility within the Easement Area, provided that such facility does not exceed 36 feet in height. Grantor shall further retain the right to stockpile road material within the Easement Area, provided that such stockpiling does not exceed 30 feet in height. The rights Grantor retains in this Section 2.3.2 shall be specific to Grantor and shall not pass to any of Grantor's successor or assigns without the express written consent of Grantee.

2.4 Installed Equipment. Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee, and Grantor shall have no lien thereon.

ARTICLE III. GENERAL

3.1 Title to the Easement Area. Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Option and the Easement, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by a title report as of the Effective Date, or otherwise disclosed in writing to Grantee on or prior to the Effective Date.

3.2 Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and addressed to the parties at their respective addresses set forth below, and shall be deemed to have been duly given (a) on the date delivered if delivered personally, (b) two (2) business days after deposit in the United States mail, postage prepaid, (c) on the following business day when sent by overnight express courier. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

To Grantor : **MORROW COUNTY**
P.O. Box 788
Heppner, OR 97836

To Grantee : **UMATILLA ELECTRIC COOPERATIVE**
P.O. Box 1148
Hermiston, OR 97838

3.3 Entire Agreement, Amendments and Waivers. This Agreement, together with all of the attachments and exhibits, hereto, contains the entire agreement and understanding of the parties in respect to the subject matter hereof, supersedes all prior agreements in respect to the subject matter hereof, if any, between the parties, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the parties.

3.4 No Third Party Benefits. This agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder except as expressly provided in Section 3.9.

3.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Oregon.

3.6 Recording. When authorized by the terms of this Agreement, this Agreement shall be recorded by Grantee in the appropriate public records of Morrow County, Oregon.

3.7 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

3.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

3.9 Confidentiality. Grantor shall maintain in the strictest confidence, for the benefit of Grantee and Option Payor; (a) all the terms and conditions of this Agreement and the separate Letter Agreement; (b) all information provided by Grantee pursuant to this Agreement; and (c) all information obtained by or about Grantee's site or product design, methods of operation, and methods of construction, regardless of its source; unless such information either; (i) is in the public domain by reason of prior publication through no act or omission of Grantor or its employees or agents; or (ii) was already known to Grantor at the time of disclosure and which Grantor is free to use or disclose without breach of any obligation to any person or entity ("Confidential Information"). Grantor shall not use Confidential Information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Grantor may disclose Confidential Information to Grantor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Grantor regarding this Agreement or to any prospective purchaser of fee title to the Easement Area who has made a written offer to purchase or otherwise acquire fee title to the Easement Area that Grantor desires to accept; provided that in making such disclosure, Grantor shall advise the party receiving the information of the confidentiality of the information. Grantor may also disclose Confidential Information pursuant to lawful process, subpoena or court order requiring such disclosure, provided that Grantor shall give Grantee reasonable advance notice of the required disclosure and will cooperate with Grantee in limiting such disclosure and in obtaining protective orders where appropriate.

SIGNATURE PAGES TO FOLLOW

Do not sign; exhibit purposes only.

Exhibit B

MEMORANDUM OF EASEMENT OPTION AGREEMENT

BETWEEN: Morrow County, a political subdivision of the State of Oregon (“Grantee”)
P.O. Box 788
Lexington, OR 97836

AND: Umatilla Electric Cooperative (“Grantee”)
P.O. Box 1148
Hermiston, OR 97838

Pursuant to a Utility Line Option and Easement Agreement dated _____, 2020, (“Option Agreement”), Grantor granted to Grantee an option to purchase an easement for utility purposes, (“Exhibit A”), on that certain property in Morrow County, Oregon described as:

Land in Morrow County, Oregon, Township 4 North, Range 25 East of the Willamette Meridian, Section 10, and more particularly described as follows:

Said property being described as Parcel 1, of PARTITION PLAT 2018-1, in the County of Morrow and State of Oregon, as recorded in Morrow County Public Records on March 6, 2018 and in a Statutory Warrant Deed recorded as instrument number 2018-41882.

The Property is subject to the terms and conditions of the Option Agreement, for a term commencing _____ and terminating _____, subject to Grantee’s right to extend the term for two additional one-year periods as set forth in the Option, after which it will be of no further force or effect.

A complete copy of the Option Agreement may be obtained from Grantor or Grantee.

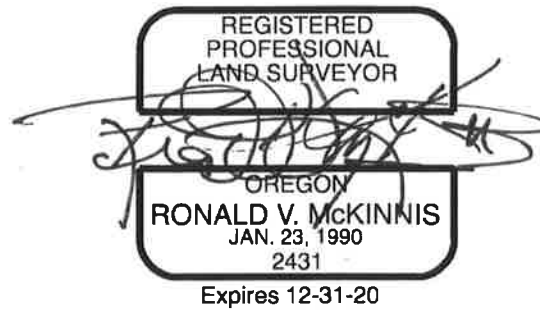
This Memorandum is being executed and recorded in the Official Records of Morrow County, Oregon, to give notice of the provisions of the Option Agreement and will not be deemed or construed to define, limit, or modify the Option Agreement in any manner.

This Memorandum of Easement Option may be executed in one or more identical counterparts, and if so executed, each counterpart shall be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. For convenience, the signature pages of each counterpart may be removed from that counterpart and attached to a single agreement.

SIGNATURE PAGES TO FOLLOW

Exhibit 'A'
MORROW COUNTY
Easement Legal Description

A 60 foot wide strip of land along and adjacent to the North edge of the Bonneville Power Administrations Transmission Line easement located in the Southwest Quarter of the Southeast Quarter of Section 10, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:
The Southerly 60.00 feet of Parcel 1 of Partition Plat 2018-1, as filed in the files of Partition Plats of Morrow County.



PDX-90 -
Proposed
Easement
Package from
UEC

From: Tommy Brooks
To: [Robert Echenrode](#); [Josh Lankford](#); [Wendy Neal](#)
Cc: [Chad Stokes](#)
Subject: PDX-90 FW: Proposed Easement Package from Umatilla Electric Cooperative
Date: Wednesday, July 15, 2020 4:18:30 PM
Attachments: [Morrow County Letter Agreement.pdf](#)
[Morrow County Option and Easement Agreement 10-10-2019.pdf](#)
[Morrow County - Memorandum of Agreement 10-10-2019.pdf](#)

Here's the easement that we prepared for the County. We'll need to make sure it still reflects location, etc.

Tommy

From: Tommy Brooks
Sent: Thursday, October 10, 2019 5:28 PM
To: jnelson@co.morrow.or.us
Cc: dgreen@co.morrow.or.us; cmclane@co.morrow.or.us; mscrivner@co.morrow.or.us; Joshua Lankford <joshua.lankford@umatillaelectric.com>; Gopala Borchelt <gborchelt@tothassociates.com>
Subject: Proposed Easement Package from Umatilla Electric Cooperative

Justin –

Following up on our meeting last week, I'm attaching the easement package UEC is proposing to Morrow County. The three components are:

- 1 – A letter agreement establishing the compensation and agreement to execute the Option and Easement Agreement.
- 2 – The Option and Easement Agreement.
- 3 – A memorandum of the Option and Easement Agreement (this is what would get recorded unless/until UEC exercises the option, at which time the whole agreement would be recorded)

You'll see in the terms of the primary agreement that we captured the specific development rights the County would retain (a building up to 36' in height and stockpiling materials up to 30').

Once you've read through this, please feel free to give me a call with any questions. If you have any feedback that requires revisions to the language, let me know and I can send you a Word version of each of these.

I didn't know who all at the County would be best to share this with, so you'll see I went ahead and cc'd Mr. Green, Ms. McLane, and Mr. Scrivner.

We look forward to hearing back soon.

Tommy Brooks
o.b.o. UEC

Tommy A. Brooks
Admitted in Oregon and Washington
Cable Huston, LLP
1455 SW Broadway, Suite 1500
Portland, OR 97201
tbrooks@cablehuston.com
503.224.3092 - phone
503.224.3176 - fax

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender at tbrooks@cablehuston.com and call (collect) Tommy Brooks or Lauren Strauch in the United States at (503) 224-3092 and permanently delete the original and any copy of any e-mail and any printout thereof.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

ATTENTION: This email originated from an external source. Do not click links or open attachments unless you recognize the sender and believe the content is safe.



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

(For BOC Use)
Item #
7f

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

Presenter at BOC: Melissa Lindsay & Kate Knop
Department: Board of Commissioners & Finance
Short Title of Agenda Item:

Phone Number (Ext): 5302
Requested Agenda Date: 07/22/2020

(No acronyms please) Economic Impact & Discussion of Covid - 19

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 30 minutes
Purchase Pre-Authorization
Other

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

Reviewed By:

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

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

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

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

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

The Office of Economic Analysis published the quarterly "Oregon Economic and Revenue Forecast" in June, 2020 which represented what the office and its advisors believe to be the most probable outcomes given the available information. The report noted, "in one sense, the sudden stop of economic activity due to the outbreak of Covid - 19 has made the revenue outlook clearer". The economists also noted that Oregon is in a recession, the downturn will be severe, and the recovery could take years.

One of the revenue outlooks reported, that will impact Morrow County, is Lottery dollars for veterans, fair, and economic development. The overall lottery outlook is lowered considerably in both the 2019-21 <23%> and 2021-23 <16%> biennia due to Covid-19 and the recession. (Additional information is attached for discussion.)

Since 2017-18, the Board of Commissioners have distributed \$1,000,000 to the five incorporated cities located in Morrow County. It has been the Board's past practice to discuss and determine the allocation of the "Grants to Cities" (distribution comparison attached). The fiscal year 2020-21 budget appropriation in general fund is \$379,000.

2. FISCAL IMPACT:

The Lottery revenue dollars will be reduced in 2020-21 and the Morrow County dollars budgeted for fiscal year 2020-21 include veterans \$78,054; fair fund \$53,166; and video lottery fund \$87,000. The Grants to Cities dollars are budgeted at \$379,000 and the allocation needs to be determined. +

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

Recommend a Board discussion of the economic impact of Covid-19. Is additional information needed or a work session to review uncertainty in revenue and potential services?

Attach additional background documentation as needed.

filed in the spring of 2021. Under normal circumstances, OEA would have held to the original LRO revenue estimates until then. However, given the enormity of the shift in economic circumstances associated with the Covid-19 pandemic, adjusted ten-year revenue projections were made. At the same time, revisions to the Bureau of Economic Analysis' Gross State Product series, a fundamental input in the original estimation methodology, were also incorporated. The total impact amounts to decreases of 25.6 percent and 21.3 percent in 2019-21 and 2021-23, respectively.

Table B.12 in Appendix B has details on 10 year forecast and the allocation of resources, while the personal income tax reductions are built into the General Fund forecasts shown in Tables B.1 and B.2.

Lottery Earnings

Overall the lottery outlook is lowered considerably in both the 2019-21 and 2021-23 biennia due to social distancing and the recession. Available resources in 2019-21 are lowered \$364 million (-23%) and by \$260 million (-16%) in 2021-23. The outer biennia are all lowered noticeably as well, but by somewhat smaller percentages and reflect the reduced long-run economic outlook of a smaller population, fewer jobs, and less total personal income in the state than previously forecasted.

When the restrictions on bars and restaurants were enacted in order to slow the spread of COVID-19, the Oregon Lottery followed suit by turning off the video lottery terminals at retailers statewide. This resulted in essentially no sales for a seven or eight week time period. The previous forecast for these weeks totaled more than \$150 million.

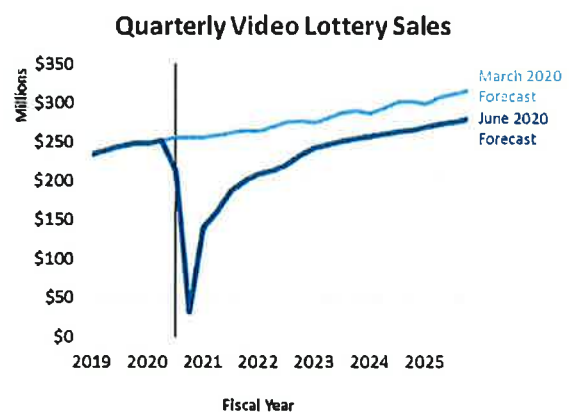
Beginning just a few days ago, 31 of Oregon's 36 counties entered into Phase 1 reopening. While these counties account for 46% of the state's population and 39% of all jobs, they are also home to 42% of statewide video lottery sales.

Initial sales over the past few days were relatively robust. Among the counties in Phase 1 reopening, about half of video lottery retailers were active, and total sales in these counties were running close to 60 percent of their pre-virus levels.

Once all counties reopen in the months ahead, sales are expected to rebound considerably. However, just like the economy at large, this rebound will be an incomplete recovery. As consumers become more confident, they will increase their level of play, however they will remain somewhat cautious when it comes to discretionary spending like gaming.

That said, by late 2022 (fiscal year 2023) video lottery sales are expected to return to their share of total personal income as they were prior to the virus. Even so, sales are reduced over the entire forecast horizon due to expectation of less total personal income.

As always, there are considerable risks to the outlook. On the upside, the level of pent-up demand for gaming may return sales to a higher level, faster than assumed. The state has seen a noticeable increase in scratch ticket sales in recent weeks, as players seek out available gaming opportunities and entertainment. Additionally, even



though most professional sports were put on hiatus, some players continued to wager on table tennis. When combined with the initial video lottery sales in Phase 1 reopening counties, this indicates that pent-up demand for gaming and entertainment more broadly is real.

However, downside risks certainly remain. This initial pent-up demand may reflect the one-time household recovery rebates or the extra \$600 per week in expanded unemployment insurance payments. These are temporary and any impact will fade in the weeks ahead. But the real downside risks pertain to hesitant consumers only going out to their favorite bars and restaurants more gradually than assumed, or pull back further on discretionary spending like they did in the aftermath of the Great Recession.

Modeling our office’s pessimistic scenario of a double-dip recession would further reduce the Lottery forecast by \$151 million in 2019-21 and \$203 million in 2021-23 as sales would once again be reduced due to social distancing and a slower reopening of the economy the second time around.

Lottery Outlook and Distributions

Big picture issues to watch include broader national trends in gaming markets, demographic preferences for recreational activities, and to what extent consumers decrease the share of their incomes spent on gaming. Up until the past couple of years, consumers had remained cautious with their disposable income. Increases in spending on gaming had largely matched income growth.

Over the long run our office expects increased competition for household entertainment dollars, increased competition within the gaming industry, and potentially shifts in generational preferences and tastes when it comes to gaming. As such, our outlook for video lottery sales is continued growth, however at a rate that is slightly slower than overall personal income growth. Lottery sales will continue to increase as Oregon’s population and economy grows, however video lottery sales will likely be a slightly smaller slice of the overall pie.

The full extended outlook for lottery earnings can be found in Table B.9 in Appendix B.

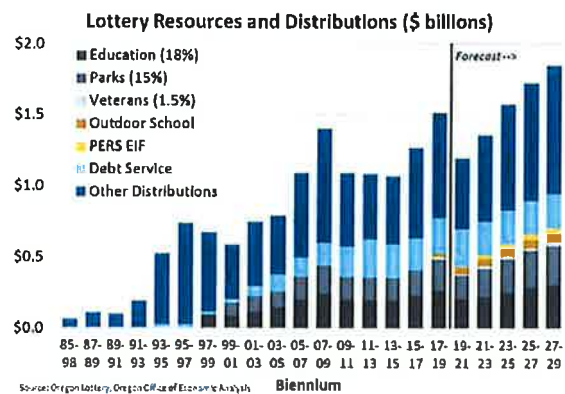


Table B.9 Summary of Lottery Resources

Summary of Lottery Resources	Jun 2020 Forecast										
	2019-21			2021-23		2023-25		2025-2027		2027-29	
	Current Forecast	Change from Mar-20	Change from COS 2019	Current Forecast	Change from Mar-20	Current Forecast	Change from Mar-20	Current Forecast	Change from Mar-20	Current Forecast	Change from Mar-20
(In millions of dollars)											
LOTTERY EARNINGS											
Traditional Lottery	142.030	(5.293)	(12.871)	148.119	(1.858)	149.916	(0.552)	148.733	(0.627)	148.811	(0.518)
Video Lottery	968.546	(361.171)	(336.397)	1,185.775	(247.587)	1,382.049	(180.152)	1,530.428	(161.512)	1,647.560	(149.441)
Scoreboard (Sports Betting) ¹	3.301	(4.951)	3.301	19.337	(10.088)	35.952	(6.246)	41.763	(4.640)	44.911	(4.990)
Administrative Actions	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Available to Transfer	1,113.877	(371.416)	(345.967)	1,353.231	(259.533)	1,567.916	(186.951)	1,720.924	(166.779)	1,841.282	(155.049)
ECONOMIC DEVELOPMENT FUND											
Beginning Balance	70.924	5.585	5.585	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Transfers from Lottery	1,113.877	(371.416)	(345.967)	1,353.231	(259.533)	1,567.916	(186.951)	1,720.924	(166.779)	1,841.282	(155.049)
Other Resources ²	7.471	1.740	1.740	2.000	0.000	2.000	0.000	2.000	0.000	2.000	0.000
Total Available Resources	1,192.272	(364.091)	(338.643)	1,355.231	(259.533)	1,569.916	(186.951)	1,722.924	(166.779)	1,843.282	(155.049)
ALLOCATION OF RESOURCES											
Constitutional Distributions											
Education Stability Fund ³	200.498	(66.855)	(62.274)	83.672	(21.353)	87.877	(87.094)	151.542	27.045	163.490	32.329
Oregon Capital Matching Fund ⁴	0.000	0.000	0.000	133.258	(21.136)	178.623	44.536	131.854	(47.554)	139.983	(50.201)
Parks and Natural Resources Fund ⁴	167.082	(55.712)	(51.895)	202.985	(38.930)	235.187	(28.043)	258.139	(25.017)	276.192	(23.257)
Veterans' Services Fund ⁵	16.708	(5.571)	(5.190)	20.298	(3.893)	23.519	(2.804)	25.814	(2.502)	27.619	(2.326)
Other Distributions											
Outdoor School Education Fund ⁶	45.306	0.000	0.000	48.793	(0.863)	51.444	(0.725)	54.109	(0.841)	56.733	(0.882)
County Economic Development	50.231	0.000	0.000	45.463	(9.492)	52.988	(6.907)	58.677	(6.192)	63.167	(5.730)
HECC Collegiate Athletic & Scholarships ⁷	14.100	0.000	0.000	13.532	(2.595)	15.679	(1.870)	17.209	(1.668)	18.413	(1.550)
Gambling Addiction ⁷	14.593	0.000	0.000	13.532	(2.595)	15.679	(1.870)	17.209	(1.668)	18.413	(1.550)
County Fairs	3.828	0.000	0.000	3.828	0.000	3.828	0.000	3.828	0.000	3.828	0.000
Other Legislatively Adopted Allocations ⁸	879.210	0.000	0.000	238.900	0.000	234.300	0.000	234.300	0.000	234.300	0.000
Employer Incentive Fund (PERS) ¹	3.301	(4.951)	3.301	19.337	(10.088)	35.952	(6.246)	41.763	(4.640)	44.911	(4.990)
Total Distributions	1,394.857	(133.090)	(116.058)	823.598	(110.945)	915.076	(91.023)	994.443	(63.037)	1,047.050	(58.158)
Ending Balance/Discretionary Resources	(202.585)	(231.001)	(222.585)	531.633	(148.587)	654.840	(95.928)	728.480	(103.742)	796.232	(96.892)

Note: Some totals may not foot due to rounding.

1. Per SB 1049 (2019), Sports Betting revenues are transferred to Economic Development Fund making them subject to the constitutional distributions, then an equal amount is transferred to the Employer Incentive Fund

2. Includes reversions (unspent allocations from previous biennium) and interest earnings on Economic Development Fund.

3. Eighteen percent of proceeds accrue to the Ed. Stability Fund, until the balance equals 5% of GF Revenues. Thereafter, 15% of proceeds accrue to the School Capital Matching Fund.

4. The Parks and Natural Resources Fund Constitutional amendment requires 15% of net proceeds be transferred to this fund.

5. Per Ballot Measure 96 (2016), 1.5% of net lottery proceeds are dedicated to the Veterans' Services Fund

6. Per Ballot Measure 99 (2016), the lesser of 4% of Lottery transfers or \$22 million per year is transferred to the Outdoor Education Account Adjusted annually for inflation.

7. Approximately one percent of net lottery proceeds are dedicated to each program. Certain limits are imposed by the Legislature.

8. Includes Debt Service Allocations, Allocations to State School Fund and Other Agency Allocations

Budget Revenue & Forecast
Covid - 19
Reduction <23%>

	#219 Video Lottery	#214 Fair Fund	#101 - 106 Veteran's Dept	Total
Beginning Fund Balance	53,993			
<u>Grant Revenue</u>				
Lottery	87,000	53,166	78,054	218,220
Reduction <23%>	(20,010)	-	-	(20,010)
Total Grant Revenue	66,990	53,166	78,054	198,210
<u>Materials & Services</u>				
Other	27,213			
MC Tourism	15,000			
Extension Agent	23,680			
<u>Other Requirements</u>				
Tfr to Rodeo Fund	10,000			
Tfr to Museum	11,000			
Tfr to WCVED	25,000			
Tfr Airport Fund	30,000			
Total Expenditures	141,893			
Total	\$ (20,910)	\$ 53,166	\$ 78,054	

*The Fair and Veteran's revenue forecast does not reflect a reduction with one exception.
The Veteran Suicide Awareness may not be funded.*

Budget Revenue & Forecast
Covid - 19
Reduction <30%>

	#219 Video Lottery	#214 Fair Fund	#101 - 106 Veteran's Dept	Total
Beginning Fund Balance	53,993			
<u>Grant Revenue</u>				
Lottery	87,000	53,166	78,054	218,220
Reduction <30%>	(26,100)	-	-	(26,100)
Total Grant Revenue	60,900	53,166	78,054	192,120
<u>Materials & Services</u>				
Other	27,213			
MC Tourism	15,000			
Extension Agent	23,680			
<u>Other Requirements</u>				
Tfr to Rodeo Fund	10,000			
Tfr to Museum	11,000			
Tfr to WCVED	25,000			
Tfr Airport Fund	30,000			
Total Expenditures	141,893			
Total	\$ (27,000)	\$ 53,166	\$ 78,054	

*The Fair and Veteran's revenue forecast does not reflect a reduction with one exception.
The Veteran Suicide Awareness may not be funded.*

APPROVED BUDGET

AS OF: JUNE 30TH, 2020

219-VIDEO LOTTERY ECON DEV

ECONOMIC DEVELOPMENT

(----- 2019-2020 -----) (----- 2020-2021 -----)

2017-2018 2018-2019 CURRENT Y-T-D REQUESTED APPROVED
ACTUAL ACTUAL BUDGET ACTUAL BUDGET BUDGET

REVENUES

GRANT REVENUE

219-219-3-30-3584 VIDEO LOTTERY ECON. DE	86,798	81,341	75,000	86,269	87,000	87,000
TOTAL GRANT REVENUE	86,798	81,341	75,000	86,269	87,000	87,000

REIMBURSEMENTS

219-219-3-80-7075 REIMBURSED ITEMS	0	0	0	0	0	0
TOTAL REIMBURSEMENTS	0	0	0	0	0	0

TOTAL REVENUES 86,798 81,341 75,000 86,269 87,000 87,000

EXPENDITURES

MATERIALS & SERVICES

219-219-5-20-3143 PROFESSIONAL SERVICES	213	0	0	213	0	0
219-219-5-20-3811 PARKS WEBSITE/BROCHUR	0	0	0	0	0	0
219-219-5-20-3813 OTHER EXPENSES	0	0	449	0	27,213	27,213
219-219-5-20-3815 IMPACT FEES	0	0	0	0	0	0
219-219-5-20-3819 M C TOURISM	10,000	10,000	10,000	7,000	10,000	15,000
219-219-5-20-3828 EXTENSION AGENT	10,000	10,000	23,680	23,680	23,680	23,680
TOTAL MATERIALS & SERVICES	20,213	20,000	34,129	30,893	60,893	65,893

CAPITAL OUTLAY

219-219-5-40-4403 LARGE FORMAT SCANNER	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0

OTHER REQUIREMENTS

219-219-5-50-5001 TRANSFER TO G.F. PLANN	0	0	0	0	0	0
219-219-5-50-5002 TRANSFER TO GF	0	0	21,000	0	0	0
219-219-5-50-5003 TRANSFER TO RODEO FUND	10,000	10,000	10,000	10,000	10,000	10,000
219-219-5-50-5004 TRANSFER TO MUSEUM	11,000	11,000	11,000	11,000	11,000	11,000
219-219-5-50-5006 TRANSFER TO FAIR FUND	5,000	5,000	5,000	5,000	5,000	0
219-219-5-50-5007 TRANS TO WCV EC DEVEL	25,000	25,000	25,000	25,000	25,000	25,000
219-219-5-50-5008 TRANS TO AIRPORT FUND	0	16,000	30,000	22,500	30,000	30,000
TOTAL OTHER REQUIREMENTS	51,000	67,000	102,000	73,500	81,000	76,000

ENDING FUND BALANCE

219-219-5-90-9001 UNAPPROPRIATED ENDING	0	0	0	0	0	0
TOTAL ENDING FUND BALANCE	0	0	0	0	0	0

TOTAL EXPENDITURES 71,213 87,000 136,129 104,393 141,893 141,893

REVENUE OVER/(UNDER) EXPENDITURES 15,584 (5,659) (61,129) (18,125) (54,893) (54,893)

APPROVED BUDGET

AS OF: JUNE 30TH, 2020

214-FAIR
NON-DEPARTMENTAL

	(----- 2019-2020 -----)		(----- 2020-2021 -----)			
	2017-2018	2018-2019	CURRENT	Y-T-D	REQUESTED	APPROVED
	ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
REVENUES						
TAX REVENUE						
214-100-3-10-0104 PREVIOUSLY LEVIED TAXE	905	1,581	1,000	887	1,000	1,000
214-100-3-10-1001 EASTERN OR SEVERANCE T	0	0	0	0	0	0
214-100-3-10-9002 TAXES NECESSARY TO BAL	64,209	68,897	72,674	78,521	72,674	72,674
214-100-3-10-9003 TAXFS COLLECTED IN YR	0	0	0	0	0	0
TOTAL TAX REVENUE	65,114	70,478	73,674	79,408	73,674	73,674
GRANT REVENUE						
214-100-3-30-3584 VIDEO LOTTERY	53,167	53,167	53,166	53,167	53,166	53,166
214-100-3-30-3614 FISH AND WILDLIFE	0	0	0	8	0	0
TOTAL GRANT REVENUE	53,167	53,167	53,166	53,174	53,166	53,166
CHARGES FOR SERVICES						
214-100-3-40-4351 GROUNDS RENTAL-OTHER T	2,080	2,883	1,500	1,265	1,500	1,500
214-100-3-40-4760 RENT TABLES & CHAIRS	135	210	200	130	200	200
214-100-3-40-4763 ARENA RENTAL	0	0	0	0	0	0
214-100-3-40-4764 LIGHT REVENUE	0	0	0	0	0	0
TOTAL CHARGES FOR SERVICES	2,215	3,093	1,700	1,395	1,700	1,700
MISCELLANEOUS REVENUE						
214-100-3-60-4187 MISC REVENUE	1,555	880	0	785	0	0
TOTAL MISCELLANEOUS REVENUE	1,555	880	0	785	0	0
SALES OF ASSETS						
214-100-3-64-6911 SALE OF COUNTY LAND	0	116	0	0	0	0
TOTAL SALES OF ASSETS	0	116	0	0	0	0
INVESTMENT EARNINGS						
214-100-3-65-0105 INVESTMENT EARNINGS	2,045	4,519	2,000	4,688	2,000	2,000
TOTAL INVESTMENT EARNINGS	2,045	4,519	2,000	4,688	2,000	2,000
REIMBURSEMENTS						
214-100-3-80-7075 REIMBURSED ITEMS	0	0	100	0	100	100
TOTAL REIMBURSEMENTS	0	0	100	0	100	100
TRANSFER FROM OTHER FUND						
214-100-3-90-3821 TRANS FROM SHEPHERDS F	0	0	0	0	0	0
214-100-3-90-3822 TRANSFER FROM TIPPAGE	0	0	0	0	0	0
214-100-3-90-3823 TRANSFER FROM ASPHALT	0	0	0	0	0	0
214-100-3-90-3824 TRANSFER FROM GEN. FUN	0	0	0	0	0	0
214-100-3-90-3827 TRANS FROM VIDEO LOTTE	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL TRANSFER FROM OTHER FUND	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL REVENUES	129,094	137,252	135,640	144,450	135,640	135,640

APPROVED BUDGET

AS OF: JUNE 30TH, 2020

101-GENERAL FUND
VETERANS

			(----- 2019-2020 -----) (----- 2020-2021 -----)			
	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	REQUESTED BUDGET	APPROVED BUDGET
REVENUES						
GRANT REVENUE						
101-106-3-30-3511 AID TO COUNTIES	40,696	96,164	78,054	58,541	78,054	78,054
101-106-3-30-3512 SB1100	16,433	0	0	0	0	0
101-106-3-30-3513 VETS EXTENDED OUTREACH	0	0	0	0	0	0
101-106-3-30-3514 OUTREACH DISCRETIONARY	0	0	0	0	0	0
TOTAL GRANT REVENUE	57,129	96,164	78,054	58,541	78,054	78,054
MISCELLANEOUS REVENUE						
101-106-3-60-4187 MISC REVENUE	4,700	0	3,000	3,000	3,000	3,000
TOTAL MISCELLANEOUS REVENUE	4,700	0	3,000	3,000	3,000	3,000
REIMBURSEMENTS						
101-106-3-80-7075 REIMBURSED ITEMS	0	0	0	99	0	0
TOTAL REIMBURSEMENTS	0	0	0	99	0	0
TOTAL REVENUES	61,829	96,164	81,054	61,639	81,054	81,054
EXPENDITURES						
PERSONNEL SERVICES						
101-106-5-10-1001 VETERANS OFFICER	39,632	51,888	53,445	51,390	55,048	55,048
101-106-5-10-1002 OFFICE ASSISTANT	6,475	10,857	14,140	12,795	14,924	14,924
101-106-5-10-1301 FICA	2,853	3,994	4,190	3,980	4,338	4,338
101-106-5-10-1302 WORKERS COMP	61	62	52	32	65	65
101-106-5-10-1303 PACIFIC MUTUAL	13,821	13,284	13,254	12,745	13,652	13,652
101-106-5-10-1305 AOC-MEDICAL	50	50	0	50	0	0
101-106-5-10-1306 DENTAL	0	0	0	0	0	0
101-106-5-10-1309 UNEMPLOYMENT INSURANCE	802	807	766	699	684	684
101-106-5-10-1316 PRINCIPAL FINANCIAL GR	62	62	62	61	62	62
101-106-5-10-1317 UNITED HERITAGE LIFE	52	52	52	39	52	52
101-106-5-10-1320 VACATION ACCRUALS (1,226)	1,861	1,395	0	1,437	1,437
101-106-5-10-1321 MANDATED MEDICARE	667	934	980	931	1,015	1,015
TOTAL PERSONNEL SERVICES	63,248	83,851	88,336	82,721	91,277	91,277
MATERIALS & SERVICES						
101-106-5-20-2110 OFFICE SUPPLIES	393	2,108	740	710	740	740
101-106-5-20-2111 STATIONERY OFFICE	3,589	0	0	0	0	0
101-106-5-20-2282 OPERATING SUPPLIES-O&E	943	12,908	19,705	15,387	8,544	8,544
101-106-5-20-2283 OPERATING SUPPLIES	4,913	0	0	0	0	0
101-106-5-20-2284 SB1100 CARRYOVER FUNDS	0	0	0	0	0	0
101-106-5-20-3240 TELEPHONE-BUSINESS EXP	3,303	3,539	4,800	3,933	3,800	3,800
101-106-5-20-3247 OFFICE RENT-E&E	1,500	1,517	1,680	1,500	1,680	1,680
101-106-5-20-3311 LODGING & MEALS-E&E	988	1,517	1,300	960	1,300	1,300

Distribution Comparison for Morrow County Grants to Cities (FY 20-21) - \$379,000 Total

	Boardman	Heppner	Irrigon	Ione	Lexington	Total
PSU Population	3,690	1,295	1,990	330	265	7,570
Percent of total	48.75%	17.11%	26.29%	4.36%	3.50%	100%
Even - Split	\$ 75,800	\$ 75,800	\$ 75,800	\$ 75,800	\$ 75,800	\$ 379,000
Population Only	\$ 184,744	\$ 64,836	\$ 99,631	\$ 16,522	\$ 13,268	\$ 379,000
50% Population	\$ 92,372	\$ 32,418	\$ 49,816	\$ 8,261	\$ 6,634	\$ 189,500
50% Even	\$ 37,900	\$ 37,900	\$ 37,900	\$ 37,900	\$ 37,900	\$ 189,500
Total	\$ 130,272	\$ 70,318	\$ 87,716	\$ 46,161	\$ 44,534	\$ 379,000
37.5% Population	\$ 69,279	\$ 24,313	\$ 37,362	\$ 6,196	\$ 4,975	\$ 142,125
62.5% Even	\$ 47,375	\$ 47,375	\$ 47,375	\$ 47,375	\$ 47,375	\$ 236,875
Total	\$ 116,654	\$ 71,688	\$ 84,737	\$ 53,571	\$ 52,350	\$ 379,000

GL: 101-199-5-50-5171

Morrow County Grants to Cities (FY 17--20)

	Boardman	Heppner	Irrigon	Ione	Lexington	Total
37.5% Population	\$ 181,069	\$ 65,246	\$ 99,013	\$ 16,626	\$ 13,046	\$ 375,000
62.5% Even	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000
<i>Total</i>	\$ 306,069	\$ 190,246	\$ 224,013	\$ 141,626	\$ 138,046	\$ 1,000,000
<i>Allocation</i>	31%	19%	22%	14%	14%	100%

APPROVED BUDGET
AS OF: JUNE 30TH, 2020

101-GENERAL FUND
NON-DEPARTMENTAL

(----- 2019-2020 -----) (----- 2020-2021 -----)

	2017-2018	2018-2019	CURRENT	Y-T-D	REQUESTED	APPROVED
	ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET
<u>CAPITAL OUTLAY</u>						
101-199-5-40-4103 BUILDING MAINTENANCE	35,754	0	0	0	0	0
101-199-5-40-4104 CLOCK TOWER PROJECT	0	0	0	0	0	0
101-199-5-40-4105 COUNTY VEHICLES	0	0	30,000	0	30,000	30,000
101-199-5-40-4106 COURTHOUSE MORTAR WORK	1,650	0	0	0	0	0
101-199-5-40-4107 FAIRGROUNDS PAVING PRO	0	0	0	0	0	0
101-199-5-40-4108 COURTHOUSE UPGRADES	0	0	0	0	50,000	50,000
101-199-5-40-4109 TIME KEEPING SOFTWARE	0	0	0	0	0	0
101-199-5-40-4401 NORTH END BUILDING	131,925	22,609	1,225,000	183,039	550,000	550,000
101-199-5-40-4407 LEASE PURCH GILLIAM/BI	0	236,591	0	0	0	0
101-199-5-40-4408 DOCKEN BLDG PAYMENT	8,800	9,600	9,600	4,160	0	0
101-199-5-40-4409 SANDER BLDG	259,591	0	0	0	0	0
101-199-5-40-4410 PUBLICS WORKS ADDITION	125,605	0	0	0	0	0
101-199-5-40-4411 BARTHOLOMEW UPGRADES	0	3,487	149,000	86,873	0	0
101-199-5-40-4412 SHERIFF'S BUILDING	0	0	0	0	0	250,000
TOTAL CAPITAL OUTLAY	563,324	272,287	1,413,600	274,071	630,000	880,000
<u>OTHER REQUIREMENTS</u>						
101-199-5-50-5002 NEIGHBORHOOD CENTER	16,000	18,000	18,000	18,300	18,000	27,500
101-199-5-50-5115 WILDLIFE SERVICES	54,000	51,673	60,000	35,945	60,000	60,000
101-199-5-50-5166 WATERMASTER	12,200	12,217	12,200	9,165	12,200	12,200
101-199-5-50-5167 SOIL & WATER CONSERVAT	55,000	55,000	55,000	55,000	55,000	55,000
101-199-5-50-5168 EXTENSION SERVICE	110,825	110,825	118,825	118,825	111,279	111,279
101-199-5-50-5169 EXTENSION AGENT	48,240	48,240	48,240	48,240	55,786	55,786
101-199-5-50-5170 IRRIGON-BOARDMAN E.A.C	16,000	18,000	18,000	18,000	18,000	27,500
101-199-5-50-5171 GRANTS TO CITIES	200,000	400,001	400,000	400,001	0	379,000
101-199-5-50-5172 EQUITY FUND	0	0	0	0	0	0
101-199-5-50-5173 EXTENSION - JUNTOS	0	0	0	0	0	5,827
101-199-5-50-5500 PNFPP-MORROW WHEELER B.	1,424,016	2,180,350	1,950,000	1,119,623	1,500,000	1,500,000
101-199-5-50-5615 IN LIEU OF TAX	0	0	0	0	0	0
101-199-5-50-5999 OPERATING CONTINGENCY	0	0	121,198	0	2,085,723	0
TOTAL OTHER REQUIREMENTS	1,944,281	2,902,305	2,801,463	1,823,099	3,915,988	2,234,092
<u>ENDING FUND BALANCE</u>						
101-199-5-90-9001 UNAPPROPRIATED ENDING	0	0	2,666,207	0	2,406,630	3,236,199
TOTAL ENDING FUND BALANCE	0	0	2,666,207	0	2,406,630	3,236,199
<hr/>						
TOTAL EXPENDITURES	2,924,834	3,604,069	7,471,691	2,551,869	7,558,139	7,075,812
REVENUE OVER/(UNDER) EXPENDITURES (561,496)	(600,077)	(4,732,691)	60,211	(5,269,139)	(4,785,812)



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

(For BOC Use)
Item #
79

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 7/22/2020

(No acronyms please)

Equity Fund and Resiliency Dollars

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Department Director Required for all BOC meetings
Darrell Green 7/20/2020 Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

During our 2020/21 Budget meetings, we set aside \$500,000 to help small local businesses adversely impacted by COVID-19.

For discussion-

How should this money be disbursed?

- 1) Should this be grants to businesses?
- 2) Should this be grants and loans?
- 3) Should this be low interest loans?

With direction from the above discussion, I would like to recommend establishing a small subcommittee to develop a policy and process to disburse these funds and bring back options to the Board of Commissioners.

2. FISCAL IMPACT:

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

Attach additional background documentation as needed.

Secretary of State
Archives Division - Chapter 166
Division 150

COUNTY AND SPECIAL DISTRICT RETENTION SCHEDULE

166-150-0005

Administrative Records

(17) Meeting Records, Governing Body*: Records documenting the proceedings of any regularly scheduled, special, executive session, or emergency meeting of any governing body, as described in Oregon's Public Meetings Law (ORS 192.610 to 192.710), that is under agency jurisdiction. These typically consist of boards, commissions, advisory councils, task forces, and similar groups. Records may include minutes, agendas, exhibits, resolutions, staff reports, indexes, meeting packets, tape recordings, and related documentation and correspondence. SEE ALSO Meeting Records, Staff and Meeting Records, in this section and Board, Commission, and Committee in the County Court and Commissioners Records section. (Minimum retention: (a) Minutes, agendas, resolutions, indexes, and exhibits (not retained permanently elsewhere in county records): Permanent (b) Retain executive session minutes: 10 years (c) Audio or visual recordings: 1 year after minutes prepared and approved (d) Other records and exhibits not pertinent to minutes: 5 years)

(18) Meeting Records, Staff: Records documenting meetings within government which are not subject to Oregon's Public Meetings Law (ORS 192.610 to 192.710). These routine staff meetings deal with tasks and actions within existing policies and procedures. Records may include minutes, notes, reports, and related items. Some records may merit inclusion in other record series with longer retention periods if the subject matter of the meeting adds significant information to that series. (Minimum retention: 2 years)

166-150-0045

County Court and Commissioners Records

(1) Annexation Records: Records documenting the annexation of areas into boundaries. Used to determine legal areas in which permitting, elections, taxation, and other services will be provided. May include description of property annexed, effective date of annexation, map of area annexed, and approval from Department of Revenue. May also include staff reports, petitions, service district withdrawal records, surveys, boundary commission recommendations and judgments, census reports, franchise notices, maps, and important related correspondence and memoranda. (Minimum retention: Permanent)

(2) Board of Commissioners or County Court Meeting Records: Official proceedings of regularly scheduled, special, executive session, and emergency meetings of the governing body. Includes date, time, and location of meeting, names of members present and absent, subjects discussed, statements of intent, and records of actions taken. (Minimum retention: (a) Retain minutes, agendas, resolutions, indexes, and exhibits not retained permanently elsewhere in agency records: Permanent (b) Retain executive session minutes: 10 years (c) Retain audio or visual recordings: 1 year after minutes prepared and approved (d) Other records and exhibits not pertinent to minutes: 5 years)

(3) Ordinances: Legislative action of the Board of Commissioners or County Court to regulate, require, prohibit, govern, control, or supervise any activity, business, conduct, or condition authorized by Oregon Revised Statutes. Ordinances typically include a title, preamble, ordaining clause, subject clause, penalty for violation (when applicable), effective date, authorizing signature and seal. May also include indexes calendars, and documentation presented to support action. (Minimum retention: Permanent)

Statutory/Other Authority: ORS 192 & 357

Statutes/Other Implemented: ORS 192.005–192.170 & 357.805–357.895

History:

OSA 4-2004, f. & cert. ef. 9-1-04

Roberta Lutcher

From: Melissa Lindsay
Sent: Saturday, July 18, 2020 6:43 AM
To: Roberta Lutcher
Cc: Darrell Green
Subject: Fwd: Update: Emergency Cultural Relief Funding
Attachments: 2020_CoalitionContacts_20200717.pdf

Please include this email and the attachment in the agenda packet for the cultural coalition business item.

Melissa

Get [Outlook for iOS](#)

From: SCHREINER Aili * BIZ <aili.schreiner@oregon.gov>
Sent: Friday, July 17, 2020 3:12 PM
To: SCHREINER Aili * BIZ
Subject: Update: Emergency Cultural Relief Funding

Dear Coalition leadership,

You may already be hearing from organizations interested in applying for the [Emergency Relief funding for arts and culture](#). The Trust staff is working hard to prepare program guidelines, an application process, and timeline for distribution of these funds in partnership with each County and Tribal Cultural Coalition. We are also seeking confirmation with the legislative office that there are funds set aside for Coalition's administrative expenses. We will be bringing concepts for consideration to next Thursday's Board of Directors meeting (July 23, 2020).

In the meantime, we are encouraging all communications to flow through the Trust. We know Coalitions are learning about the program as we do, and we don't want to unnecessarily burden you with communications you are not prepared to answer. For the near-term, if you are contacted by an organization you are welcome to respond with the message we are using at this time:

Hi X,

Here is what we know as of today:

The Cultural Trust was not involved in directing the overall Statewide Business and Cultural Support relief funding package. The nine organizations that received a total of \$14,335,000 worked directly with the legislature. The 78 organizations receiving a total of \$9,680,128 on the Independent Venues List was coordinated through the legislature with the Independent Venue Coalition. Direct funding to these two lists is \$24,015,128 which will be dispersed through the Department of Administrative Services.

The Cultural Trust is focused on a plan to distribute the remaining \$25.9 million that was allocated to the Cultural Trust for statewide cultural relief. The initial distribution approach, which will be administered in partnership with County and Tribal Cultural Coalitions and will have an application process to be determined, is scheduled for review and approval by the Trust Board of Directors at its July 23 meeting. The Trust and Coalitions are mandated to distribute the funding by Sept. 15, 2020.

Please check back with us the week of July 27 for an update or contact the Trust directly at (503) 986-0088.

Name

We have also developed a contact sheet (attached) that we have posted to the Trust website and are distributing to those who ask. Note that when at all possible we use the general info email address for each Coalition. You will need to be checking this inbox frequently in the days ahead.

We are thrilled to have these funds to distribute across the state with your help- count on more details coming over the next two weeks!

Very best,
Aili

Aili Schreiner
Trust Manager
She/Her/Hers

#StayHomeSaveLives

Oregon Cultural Trust | 775 Summer St NE, Ste 200 | Salem, OR 97301
(503) 986-0089 Office
(503) 428-0963 Mobile
www.culturaltrust.org



****CONFIDENTIALITY NOTICE****

This e-mail may contain information that is privileged or confidential. If you are not the addressee or it appears from the context that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

OREGON CULTURAL TRUST

COUNTY & TRIBAL COALITIONS



County or Tribe	Coalition	Coalition Contact	Email Contact	Coalition Website
Baker	Baker County Cultural Coalition	Ginger Savage	bccc@bakercounty.org	www.bakercounty.org
Benton	Benton County Cultural Coalition	Rob Siegel	bentoncoalition@gmail.com	www.bentonculture.org
Burns Paiute Tribe	Burns Paiute Tribe	Diane Teeman	dteeman.burns.paiute@gmail.com	https://www.burnspaiute-nsn.gov/index.php/departments/culture-and-heritage
Clackamas	Clackamas County Cultural Coalition	Katinka Bryk	CulturalCoalition@ClackamasArtsAlliance.org	www.clackamaculturalcoalition.org
Clatsop	Clatsop County Cultural Coalition	Charlene Larsen	information@clatsopculturalcoalition.org	www.clatsopculturalcoalition.org
Columbia	Columbia County Cultural Coalition	Kannikar Petersen	info@columbiacultural.org	www.columbiacultural.org
Confederate Tribes of Grand Ronde	Confederate Tribes of Grand Ronde	David Harrelson	info@grandronde.org	https://www.grandronde.org/history-culture/
Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	CTCLUSI Cultural Coalition	Enna Helms	ehelms@ctclusi.org	https://ctclusi.org/culturecoalition
Confederated Tribes of Siletz	Confederated Tribes of Siletz	Robert Kenta	rkenta@ctsi.us	http://www.ctsi.us/chinook-indian-tribe-siletz-heritage/
Confederated Tribes of the Umatilla Indian Reservation	Confederated Tribes of the Umatilla Indian Reservation	Sally Kosey	SallyKosey@CTUIR.org	https://ctuir.org/history-culture
Confederated Tribes of Warm Springs	Washanaksha	Tamera Moody	tamera@museumatwarmsprings.org	https://www.museumatwarmsprings.org/
Coos	Coos County Cultural Coalition	James Montalbano	ccculturalcoalition@gmail.com	www.ccculturalcoalition.org
Coquille Indian Tribe	Coquille Indian Coalition	Denise Hockema	dennhockema@coquilletribe.org	www.coquilletribe.org
Cow Creek Band of Umpqua Tribe of Indians	Cow Creek Cultural Coalition	Jeremy Johnson	jjohnson@cowcreek.com	https://www.cowcreek-nsn.gov/
Crook	Crook County Cultural Coalition	Tom Jay	Studio_Jay@msn.com	www.crookcountyfoundation.org
Curry	Curry County Cultural Coalition	Alexandra Eyer	info@curryccc.org	www.curryccc.org
Deschutes	Deschutes Cultural Coalition	Jasmine Barnett	artsandculturealliance@gmail.com	https://www.artsandcultureco.org/copy-of-grants
Douglas	Douglas County Cultural Coalition	Shawn Ramsey Watson	info@dccccoalition.org	www.dccccoalition.org
Gilliam	Gilliam County Cultural Coalition	Leslee Hammer	les_a_lee@hotmail.com	www.co.gilliam.or.us
Grant	Grant County Cultural Coalition	Kris Beal	roybeal@ortelco.net	https://klamathtribes.org/history/
Harney	Harney County Cultural Coalition	Fred Flippence	fred.flippence@harneyelectric.org	https://www.harneycountyculture.org/
Hood River	Hood River Cultural Trust	Shelley Toon Lindberg	hrculturaltrust@gmail.com	www.hoodriverculturaltrust.org
Jackson	Jackson County Cultural Coalition	Erika Leppman	info@jacksoncountyculturalcoalition.org	www.jacksoncountyculturalcoalition.org
Jefferson	Jefferson County Cultural Coalition	Bob Jones	jeffersonculture@gmail.com	www.jeffersonculture.org
Josephine	Josephine County Cultural Coalition	Karen Zimmer	info@jococulturalcoalition.org	www.jococulturalcoalition.org
Klamath	Klamath County Cultural Coalition	Rich Bergstrom	richb1943@live.com	www.klamathculture.org
Klamath Tribe	Klamath Tribe	Perry Chocktoot	perry.chocktoot@klamathtribes.com	https://klamathtribes.org/history/
Lake	Lake County Cultural Coalition	Ann Crumrine	acrumrine@co.lake.or.us	www.lakecountyor.org
Lane	Lane County Cultural Coalition	Kristin Strommer	info@laneculture.net	www.laneculture.net
Lincoln	Lincoln County Cultural Coalition	Niki Price	http://www.lincolnccc.org/contact-us.html	http://www.lincolnccc.org/
Linn	Linn County Cultural Coalition	Brian Carroll	bcarroll@co.linn.or.us	www.linnculture.org
Malheur	Malheur Cultural Trust	Charlotte Fugate	charfugate@fmtc.com	www.malheurculturaltrust.org
Marion	Marion Cultural Development Corporation	Brigid Zani	mcdchair@gmail.com	www.marionculturaltrust.org
Morrow	Morrow County Cultural Coalition	Melissa Lindsay	mlindsay@co.morrow.or.us	www.co.morrow.or.us
Multnomah	Multnomah County Cultural Coalition	Brian Federico or Kris Anderson	info@multcoculturalcoalition.org	www.multcoculturalcoalition.org
Polk	Polk County Cultural Coalition	Mark Greenhalgh-Johnson	oregonpccc@gmail.com	https://wou.edu/wp/pccc/
Sherman	Sherman County Cultural Coalition	Melva Thomas	shermanculturalcoalition@gmail.com	www.shermancountyculturalcoalition.com
Tillamook	Tillamook County Cultural Coalition	Mike Arsenault	tillameokccc@gmail.com	http://www.tcpm.org/tillamook-co-cultural-coalition.html
Umatilla	Umatilla County Cultural Coalition	Norma Barber	umatillacountyculture@gmail.com	www.umatillacountyculture.org
Union	Union County Cultural Coalition	Michael Sell	ucc@unioncountyculture.org	www.unioncountyculture.org
Wallowa	Wallowa County Cultural Trust Coalition	Asch Humphrey	WCCoalition@gmail.com	http://wallowavalleyarts.org
Wasco	Wasco County Cultural Trust Coalition	Corliss Marsh	wascoctc@gmail.com	www.wascoctc.org
Washington	Cultural Coalition of Washington County	Jodi Nielsen	ccwc@wccis.org	www.culturalcoalitionofwashingtoncounty.org
Wheeler	Wheeler County Cultural Heritage Coalition	Anne Mitchell	wheelercountyculture@gmail.com	https://www.facebook.com/wheelercountyculture
Yamhill	Yamhill County Cultural Coalition	Frank Pucci	yamhillcountyculture@gmail.com	www.yamhillcountyculture.org

**JOINT MEETING OF THE MORROW COUNTY BOARD OF COMMISSIONERS AND
THE PORT OF MORROW COMMISSION
MEETING AGENDA**

Thursday, August 6, 2020 at 6:00 p.m.

**Port of Morrow Riverfront Center, Port Commission Room
2 Marine Drive, Boardman, Oregon**

See Electronic Meeting Information Below

- 1. Call to Order:** 6:00 p.m.
- 2. Welcome & Introductions**
- 3. Business Items**
 - a. Discussion of Proposed Columbia River Enterprise Zone (CREZ) III with Taxing Districts Located within the Proposed Boundary
- 4. 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. If you have any questions about items listed on the agenda, please contact Darrell J. Green, Administrator at (541) 676-2529.

Electronic Meeting Information

Join Zoom Meeting:

<https://us02web.zoom.us/j/86373993202?pwd=OHhoNFdTZC9iSkp0T1VlUENPZGlPd09>

Meeting ID: 863-7399-3202

Password: 090-107

One tap mobile

1-253-215-8782, Meeting ID 863-7399-3202#

1-346-248-7799, Meeting ID 863-7399-3202#

Zoom Call-In numbers for Audio Only:

1-253-215-8782, Meeting ID 863-7399-3202#

1-346-248-7799, Meeting ID 863-7399-3202#

1-669-900-6833, Meeting ID 863-7399-3202#

1-301-715-8592, Meeting ID 863-7399-3202#

1-312-626-6799, Meeting ID 863-7399-3202#

1-929-436-2866, Meeting ID 863-7399-3202#

Meeting ID: 863-7399-3202#

Password: 090-107



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

Board of Commissioners

Commissioner Melissa Lindsay, Chair
Commissioner Don Russell
Commissioner Jim Doherty

July 15, 2020

To: All Taxing Districts Within the Proposed Columbia River Enterprise Zone III

This letter is to inform you that Morrow County and the Port of Morrow are proposing to re-designate the Columbia River Enterprise Zone. The re-designated Zone would be known as CREZ III. Morrow County and the Port of Morrow will be known as the Zone Sponsors of CREZ III. The proposed CREZ III includes property that is located within your taxing districts' boundary.

There is a joint meeting of Morrow County and the Port of Morrow scheduled on August 6th at 6:00 p.m. at the Port of Morrow Riverfront Center. The agenda and information on how to attend by Zoom are enclosed. Also, enclosed are a map of the proposed CREZ III boundary, a map showing the areas of influence for each city, and a copy of the resolution. The purpose of this public meeting is to present information about the proposed CREZ III and to answer any questions the taxing districts may have about the enterprise zone. The taxing districts may present oral or written comments.

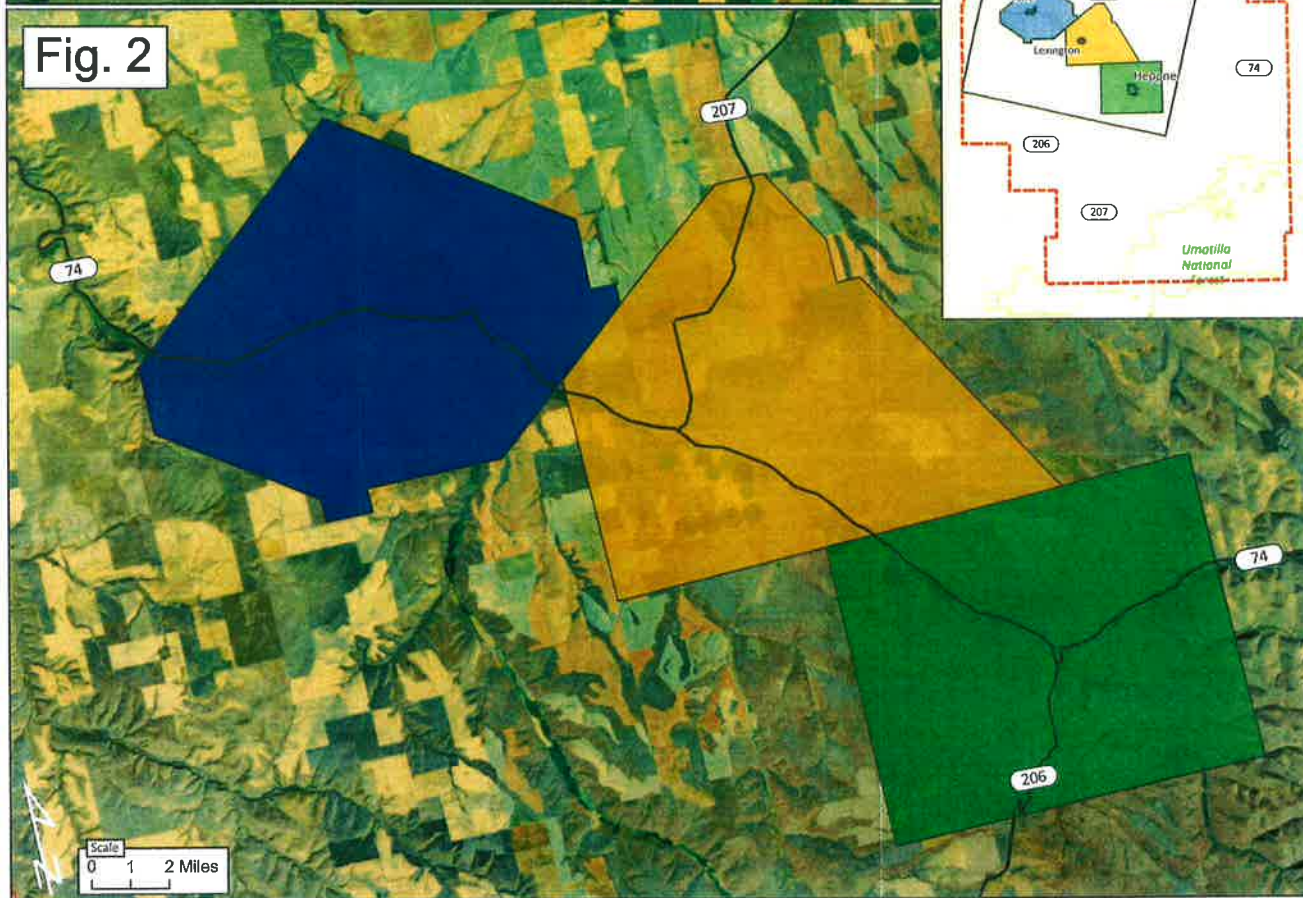
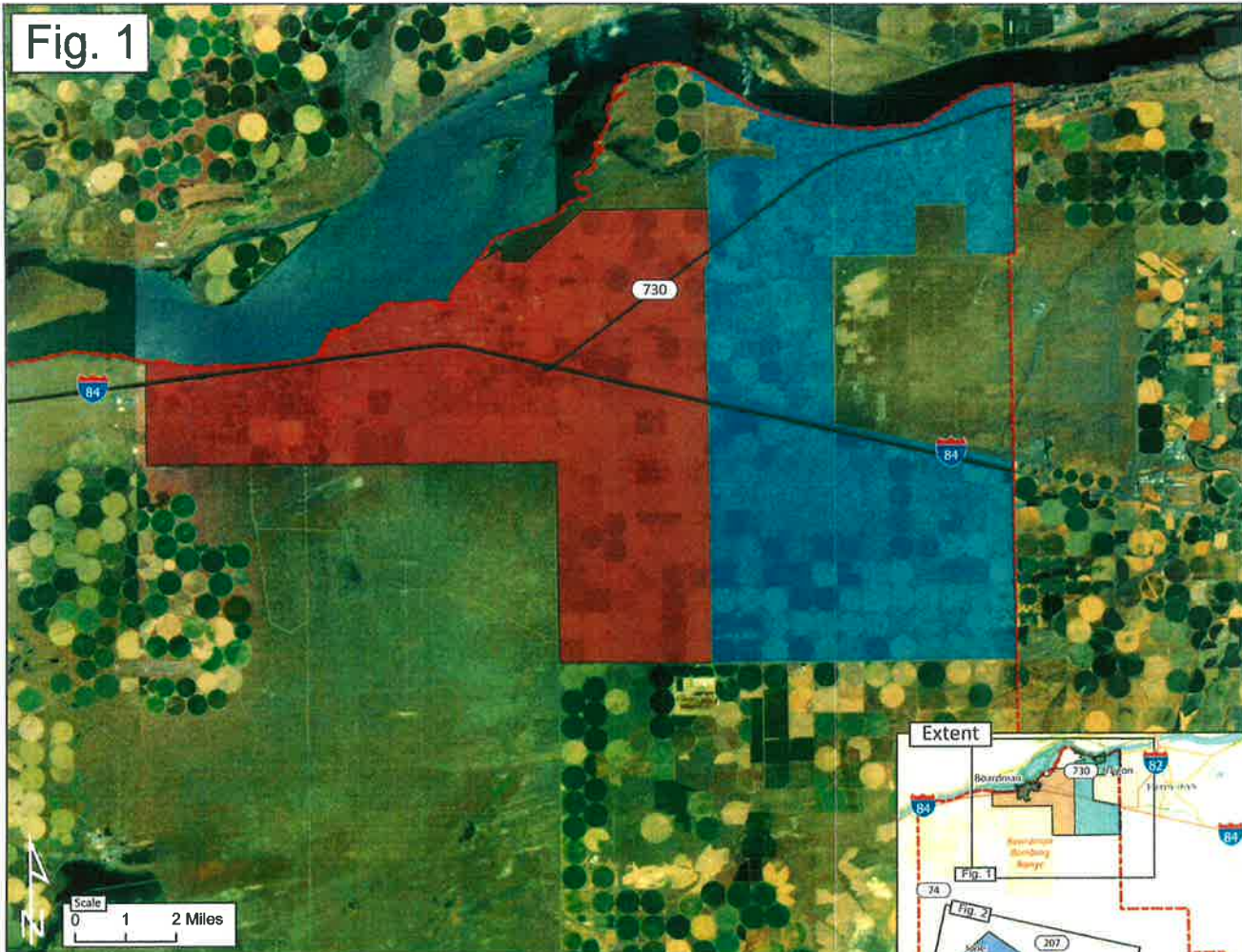
Enterprise zones are intended to induce additional investment and employment by non-retail businesses. The Zone Sponsors have opted to include hotels/motels as qualified businesses. The property tax exemption allowed is for new property that is built or installed. The enterprise zone typically allows 3 to 5 years of exemption on qualified property. This zone will also be able to offer 7 to 15 year exemptions to qualified businesses. Agreements for exemption beyond 3 years are negotiated by the Zone Sponsors.



The Zone Sponsors feel that it is necessary to have an enterprise zone to encourage business growth within Morrow County. Past history has shown the need and benefit of having an enterprise zone.

Please contact me if you have any questions or want to present written comments.

Respectfully,

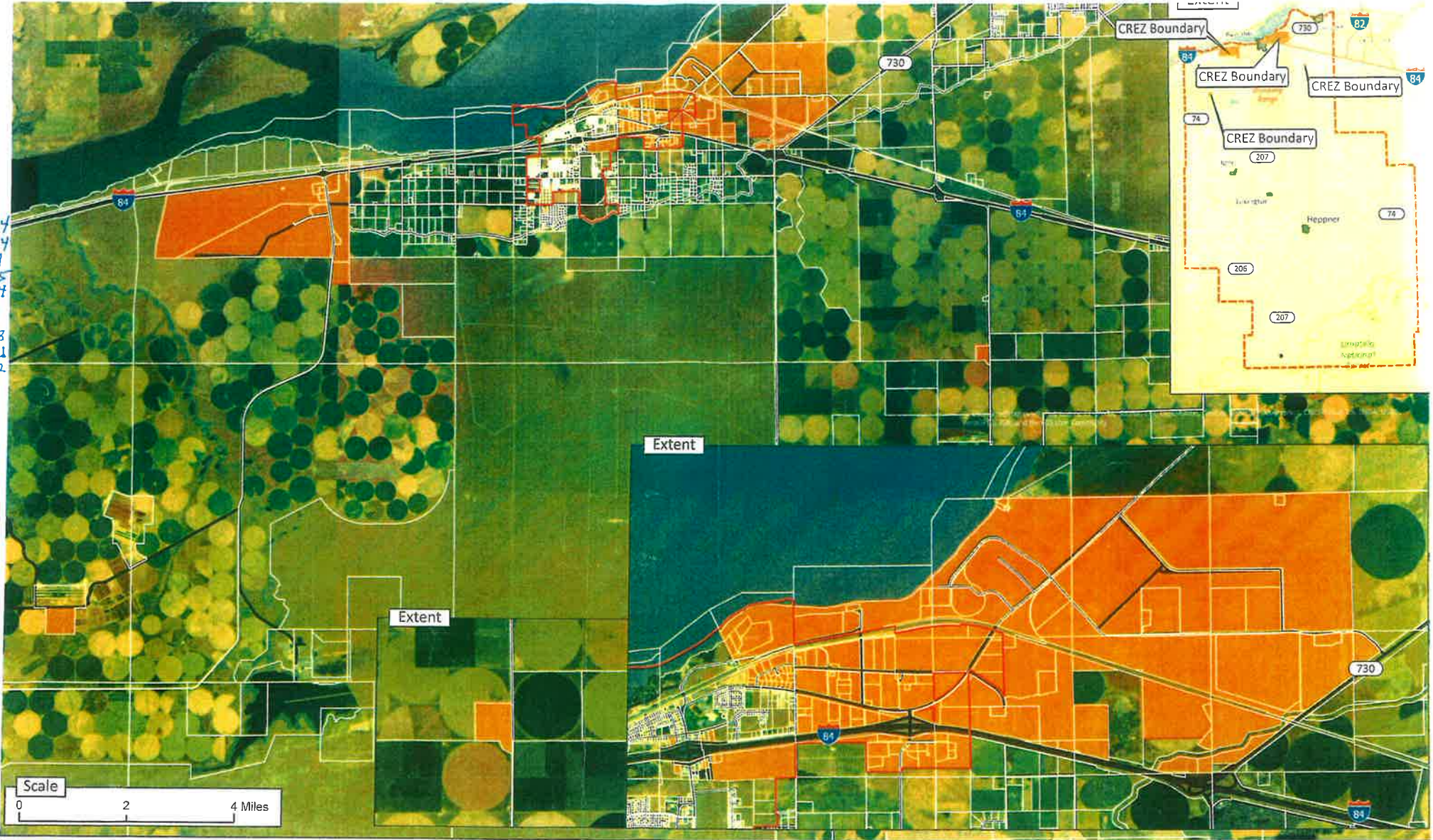

Greg Sweek
CREZ III Contact Person
Phone: 541-945-9064
Email: ezmanager@co.morrow.or.us



	Proposed CREZ Boundaries Exhibit B	Legend				Cartography By: Stephen Wrecsics Morrow County Planning Department Coordinate System: NAD83 Oregon GIC Lambert f Datum: North American 1983 Project on: Lambert Conformal Conic <small>State of Oregon Department of Transportation</small>
		Boardman = 32,244 ac ² Heppner = 32,058 ac ²	Ione = 32,051 ac ² Irrigon = 32,761 ac ² Lexington = 32,273 ac ²	Date Saved: 5/12/2020 10:27 AM		

0-04
5-04
5-11
5-05
5-04

5-08
5-01
5-12



CREZ Boundaries

Legend

 City Limits

 Tax Lots

 **Proposed CREZ III Boundary**



Cartography By: Stephen Wreccics
Morrow County Planning Department
Coordinate System: NAD83 Oregon GIC Lambert ft
Datum: North American 1983
Projection: Lambert Conformal Conic



RESOLUTION NO. R-2020-17

**A RESOLUTION TO JOINTLY SPONSOR BETWEEN THE PORT OF MORROW
AND MORROW COUNTY AN APPLICATION FOR DESIGNATION OF AN
ENTERPRISE ZONE**

WHEREAS, the Port of Morrow and Morrow County are jointly sponsoring an application for designation of an enterprise zone; and

WHEREAS, the Port of Morrow and Morrow County are interested in an enterprise zone to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity; and

WHEREAS, the proposed enterprise zone has a current total area of approx. 13 square miles and it meets other statutory limitations on size and configuration; it is depicted on the drawn-to-scale map (Exhibit A) and described in (Exhibit A); and

WHEREAS, the proposed enterprise zone contains significant land that is reserved for industrial use, as indicated by land use zoning map(s) with the application, consistent with Comprehensive Plan(s) acknowledged by the State of Oregon Land Conservation and Development Commission (LCDC), such industrial sites are accessible, serviced or serviceable, and otherwise ready for use and further development; and

WHEREAS, the designation of an enterprise zone does not grant or imply permission to develop land within the zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans; and

WHEREAS, the Port of Morrow and Morrow County appreciate the impacts that a designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein, as governed by Oregon Revised Statutes (ORS) Chapter 285C and other provisions of Oregon Law; and

WHEREAS, all of the other municipal corporations, school districts, special service districts and so forth, other than the sponsoring governments, that receive operating revenue through the levying of *ad valorem* taxes on real and personal property in any area of the proposed enterprise zone were sent notice and invited to a public meeting regarding this proposal, in order for these sponsoring governments to effectively consult with these other local taxing districts of the proposed enterprise zone's designation; and

WHEREAS, the Port of Morrow and Morrow County appreciate the impacts that the designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein.

NOW THEREFORE BE IT RESOLVED that the Port of Morrow, and Morrow County proposes and applies as joint sponsors and will include Port of Morrow with 3 voting members, Morrow County with 3 voting members, for an Oregon enterprise zone to be named: The Columbia River Enterprise Zone III, and request that the director of the Oregon Business Development Department (OBDD) order the designation of this enterprise zone. Each agency to determine their voting members. Approval to enter into a written agreement with a business firm will be based on majority rule (4 of 6 members must vote affirmative).

BE IT FURTHER RESOLVED that if a Columbia River Enterprise Zone 3 project being considered is located in a city or community's area of influence as defined in the map attached as Exhibit B, then the voting members for approval shall be as follows: Port of Morrow (2 voting members), Morrow County (2 voting members), and city (2 voting members).

BE IT FURTHER RESOLVED that the current Enterprise Zone Manager is authorized to submit the enterprise zone application to OBDD on behalf of the Port of Morrow and Morrow County for purposes of a positive determination in favor under ORS 285C.074.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County commits, upon designation, to jointly appoint a local enterprise zone manager within 90 days.

BE IT FURTHER RESOLVED, Port of Morrow, and Morrow County will jointly comply with the requirements and provisions of ORS 285C.105 and otherwise fulfill its duties under ORS 285C.050 to 285C.250.

BE IT FURTHER RESOLVED, the Port of Morrow, and Morrow County jointly commits to implement and to confirm for the department its fulfillment of such duties, as specified in OAR 123-065-0210, including but not limited to preparation of a list or map of local lands and buildings owned by the state or by municipal corporations within the enterprise zone that are not being used or designated for a public purpose and that have appropriate land use zoning, and to efforts for making such real property available for lease or purchase by authorized business firms under ORS 285C.110.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County jointly requests that the Director of OBDD waive the distance maximum of 25 miles overall and/or of 15 miles between separate areas within the proposed enterprise zone pursuant to this application for designation.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County as a sponsor of the proposed Columbia River Enterprise Zone exercises its option herewith under ORS 285C.070 that qualified property of and operated by a qualified business firm as a hotel, motel or destination resort may receive a property tax exemption in the Zone, and that such business firms are eligible for purposes of authorization upon the effective designation of the Zone.

BE IT FURTHER RESOLVED, that said boundaries for determining any specific and local municipality involvement or voting authority will be determined by designated area of influence around each city in Morrow County, of which all entities are in Morrow County described in Exhibit B.

BE IT FURTHER RESOLVED, that if and when a business or project to be cited/developed in an area of influence described in Exhibit B, that local municipality will be seated at the negotiating table to determine and agree to such impact, support and distribution of funds.

BE IT FURTHER RESOLVED, that the Columbia Enterprise Zone III designate the following as key priorities for any disbursement of funds received, of which are not prioritized; Infrastructure, Education, Public Safety, Housing, and Community Enhancement. These may be modified in the future to benefit economic and community development.

BE IT FURTHER RESOLVED, that more specific Intergovernmental Agreements and mapping will be developed between the sponsors and local municipalities (area of influence as defined in the map attached as Exhibit B) on the siting of a potential project(s), the disbursement of potential funds, and the process to ensure full community support and inclusiveness.

BE IT FURTHER RESOLVED, that any disbursement of funds will be developed and agreed to through the Intergovernmental Agreements, using the Portland State University (PSU) population numbers as means for disbursement of any specific funds to jurisdictions for taxing organizations.

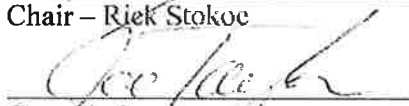
BE IT FURTHER RESOLVED, nothing in this resolution is intended to supersede or go counter to any applicable Oregon Revised Statutes or Oregon Administrative Rules. It is the intent of sponsor entities to comply with all applicable Oregon Revised Statutes or Oregon Administrative Rules.

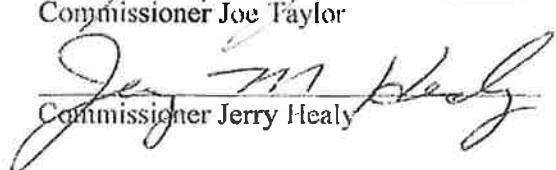
Port of Morrow

DATED this 24th day of June, 2020.

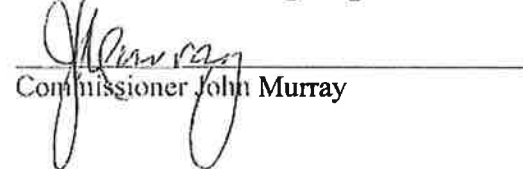
PORT OF MORROW


Chair - Riek Stokoe


Commissioner Joe Taylor


Commissioner Jerry Healy


Commissioner Marv Padberg


Commissioner John Murray

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

A RESOLUTION TO JOINTLY SPONSOR)
BETWEEN THE PORT OF MORROW AND) RESOLUTION NO. R-2020-19
MORROW COUNTY AN APPLICATION FOR)
DESIGNATION OF AN ENTERPRISE ZONE)

WHEREAS, the Port of Morrow and Morrow County are jointly sponsoring an application for designation of an enterprise zone; and

WHEREAS, the Port of Morrow and Morrow County are interested in an enterprise zone to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity; and

WHEREAS, the proposed enterprise zone has a current total area of approximately 13 square miles and it meets other statutory limitations on size and configuration; it is depicted on the drawn-to-scale map (Exhibit A) and described in (Exhibit A); and

WHEREAS, the proposed enterprise zone contains significant land that is reserved for industrial use, as indicated by land use zoning map(s) with the application, consistent with Comprehensive Plan(s) acknowledged by the State of Oregon Land Conservation and Development Commission (LCDC), such industrial sites are accessible, serviced or serviceable, and otherwise ready for use and further development; and

WHEREAS, the designation of an enterprise zone does not grant or imply permission to develop land within the zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans; and

WHEREAS, the Port of Morrow and Morrow County appreciate the impacts that a designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein, as governed by Oregon Revised Statutes (ORS) Chapter 285C and other provisions of Oregon Law; and

WHEREAS, all of the other municipal corporations, school districts, special service districts and so forth, other than the sponsoring governments, that receive operating revenue through the levying of *ad valorem* taxes on real and personal property in any area of the proposed enterprise zone were sent notice and invited to a public meeting regarding this proposal, in order for these sponsoring governments to effectively consult with these other local taxing districts of the proposed enterprise zone's designation; and

WHEREAS, the Port of Morrow and Morrow County appreciate the impacts that the designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein.

NOW THEREFORE BE IT RESOLVED that the Port of Morrow and Morrow County propose and apply as joint sponsors and will include Port of Morrow with three voting members, Morrow County with three voting members, for an Oregon enterprise zone to be named: The Columbia River Enterprise Zone III, and request that the director of the Oregon Business Development Department (OBDD) order the designation of this enterprise zone. Each agency to determine its voting members. Approval to enter into a written agreement with a business firm will be based on majority rule (four of six members must vote affirmative).

BE IT FURTHER RESOLVED that if a Columbia River Enterprise Zone III project being considered is located in a city's or community's area of influence as defined in the map attached as Exhibit B, then the voting members for approval shall be as follows: Port of Morrow (two voting members), Morrow County (two voting members), and city (two voting members).

BE IT FURTHER RESOLVED that the current Enterprise Zone Manager is authorized to submit the enterprise zone application to OBDD on behalf of the Port of Morrow and Morrow County for purposes of a positive determination in favor under ORS 285C.074.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County commit, upon designation, to jointly appoint a local enterprise zone manager within 90 days.

BE IT FURTHER RESOLVED, Port of Morrow and Morrow County will jointly comply with the requirements and provisions of ORS 285C.105 and otherwise fulfill its duties under ORS 285C.050 to 285C.250.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County jointly commit to implement and to confirm for the department its fulfillment of such duties, as specified in OAR 123-065-0210, including but not limited to preparation of a list or map of local lands and buildings owned by the state or by municipal corporations within the enterprise zone that are not being used or designated for a public purpose, and that have appropriate land use zoning, and to efforts for making such real property available for lease or purchase by authorized business firms under ORS 285C.110.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County jointly request that the Director of OBDD waive the distance maximum of 25 miles overall and/or of 15 miles between separate areas within the proposed enterprise zone pursuant to this application for designation.

BE IT FURTHER RESOLVED, the Port of Morrow and Morrow County as a sponsor of the proposed Columbia River Enterprise Zone exercise its option herewith under ORS 285C.070 that qualified property of and operated by a qualified business firm as a hotel, motel or destination resort may receive a property tax exemption in the Zone, and that such business firms are eligible for purposes of authorization upon the effective designation of the Zone.

BE IT FURTHER RESOLVED, that said boundaries for determining any specific and local municipality involvement or voting authority will be determined by designated area of influence around each city in Morrow County, of which all entities are in Morrow County described in Exhibit B.

BE IT FURTHER RESOLVED, that if and when a business or project to be sited/developed in an area of influence described in Exhibit B, that local municipality will be seated at the negotiating table to determine and agree to such impact, support and distribution of funds.

BE IT FURTHER RESOLVED, that the Columbia Enterprise Zone III designates the following as key priorities for any disbursement of funds received, of which are not prioritized; Infrastructure, Education, Public Safety, Housing, and Community Enhancement. These may be modified in the future to benefit economic and community development.


BE IT FURTHER RESOLVED, that more specific Intergovernmental Agreements and mapping will be developed between the sponsors and local municipalities (area of influence as defined in the map attached as Exhibit B) on the siting of a potential project(s), the disbursement of potential funds, and the process to ensure full community support and inclusiveness.

BE IT FURTHER RESOLVED, that any disbursement of funds will be developed and agreed to through the Intergovernmental Agreements, using the Portland State University (PSU) population numbers as means for disbursement of any specific funds to jurisdictions for taxing organizations.

BE IT FURTHER RESOLVED, nothing in this Resolution is intended to supersede or go counter to any applicable Oregon Revised Statutes or Oregon Administrative Rules. It is the intent of sponsor entities to comply with all applicable Oregon Revised Statutes or Oregon Administrative Rules.

Morrow County

DATED this 29th day of June 2020.


Melissa Lindsay, Chair


Don Russell, Commissioner


Jim Doherty, Commissioner

Port of Morrow: Approved by Port of Morrow in Resolution R-2020-17, approved on June 24,2020

2020 Meeting with Taxing Districts for Proposed CREZ III

Taxing District	Addr 1	City	State	Zip
Morrow County	PO Box 788	Heppner	OR	97836
Umatilla Morrow Radio & Data District	4700 NW Pioneer Place	Pendleton	OR	97801
Morrow County Health District	PO Box 9	Heppner	OR	97836
Port of Morrow	PO Box 200	Boardman	OR	97818
Boardman Rural Fire District	300 SW Wilson Lane	Boardman	OR	97818
Morrow County Unifoed Recreation District	PO Box 766	Heppner	OR	97836
Morrow County School District	PO Box 100	Heppner	OR	97836
Intermountain ESD	2001 SW Nye Avenue	Pendleton	OR	97801
Blue Mountain Community College	PO Box 100	Pendleton	OR	97801
North Morrow Vector Control	PO Box 192	Boardman	OR	97818
Oregon Trail Library District	PO Box 849	Boardman	OR	97818
Irrigon Cemetery District	PO Box 311	Irrigon	OR	97844
Irrigon Park District	PO Box 438	Irrigon	OR	97844
Boardman Urban Renewal District	PO Box 229	Boardman	OR	97818
West Boardman Urban Renewal District	PO Box 229	Boardman	OR	97818
City of Boardman	PO Box 229	Boardman	OR	97818
Boardman Park District	POB 8	Boardman	OR	97818
Boardman Cemetery District	PO Box 385	Boardman	OR	97818

David M. Blanc
dblanc@blancfirm.com
*Licensed in OR & WA

Nick R. Blanc
nblanc@blancfirm.com
*Licensed in OR & CA



39 SE Court Ave.
Pendleton, OR 97801
Phone: (541) 215-4810
Fax: (541) 215-6609
www.blancfirm.com

July 7, 2020

Columbia River Enterprise Zone III
Attn.: Greg Sweek, Manager
P.O. Box 247
Heppner, OR 97836

Re: Columbia Enterprise Zone III

Dear Greg:

It is my understanding that the Port of Morrow and Morrow County have agreed to submit an application to Oregon Business Development Department for the designation of Columbia River Enterprise Zone III (CREZ III). To do so, Morrow County has contracted with you to administer the application process for CREZ III.

I am writing to inform you that the City of Boardman is interested in having its lands within the city limits included in the boundary of CREZ III. Please include the City in all future notices required in the application process to be provided to special taxing districts. Feel free to let me know if you need anything further from the City at this time.

Your attention to this matter is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "D. M. Blanc".

David M. Blanc

cc. Karen Pettigrew, City Manager

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

A lawsuit has been filed against Morrow County and the other 35 counties in Oregon. The lawsuit alleges that counties are unlawfully able to make a profit off of selling foreclosed properties that exceed the amount of delinquent property taxes owned in the first place.

County Counsels have been discussing this matter for several weeks, and we believe the best result is to joint resources together to hire a single attorney to handle this matter for all of the counties.

The plan for the payment of the expenses is to have an equal amount up to \$10,000 per county, and then if it's more than that for the county it would be based on population.

The counties split the first \$360K in legal fees and costs evenly or up to \$10K per county. Any amount after that can be tiered as follows:

Counties with 100,000+ population (there are 10) would pay ~7% each of the bill (Tier 1)

Counties with 99,999 - 50,000 would pay ~2% of the bill each (there are 7) (Tier 2)

Counties with less than 50,000 would pay ~1% of the bill each (there are 19) (Tier 3)

2. FISCAL IMPACT:

\$10,000 at first, and then 1% of bill if attorney fees exceed \$360,000.00.

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

Motion to approve the joint legal defense for the Hutchison litigation.

Attach additional background documentation as needed.

Umatilla County agrees to pay for joint legal defense from potential class-action lawsuit

By ALEX CASTLE East Oregonian Jul 18, 2020 0

UMATILLA COUNTY — Umatilla County agreed Wednesday, July 15, to join the other 35 Oregon counties in legal defense against a potential class-action civil rights lawsuit that claims the state's current method for the sale of foreclosed properties is unconstitutional.

According to the lawsuit filed in Deschutes County Circuit Court on June 25, Oregon counties are currently able to make a profit off of selling foreclosed properties that exceed the amount of delinquent property taxes owed in the first place.

"The plan of the county is to jointly respond to the lawsuit and hire one counsel to represent all the counties," Umatilla County Counsel Doug Olsen said at a July 15 board of commissioners meeting.

The Umatilla County Commissioners unanimously approved joining in the legal defense, which could cost up to \$10,000 if not more.

"The plan for the payment of the expenses is to have an equal amount up to \$10,000 per county, and then if it's more than that for the county it would be based on population," Olsen said.

If the legal defense costs exceed that \$10,000, Umatilla County will be responsible for approximately 2% of any additional costs under this agreement.

Tarressa Hutchinson, 19, of Mesa, Arizona, and Timothy Waterman, who owned land in Lane County, are the two plaintiffs currently named in the lawsuit, though the filing intends to have them recognized as a "class" of people.

"It could turn out to be a modest class. It could be quite a large class," Matthew Hurst, an attorney for the plaintiffs, told the Bend Bulletin in June. "It's difficult to say what's been going on and what they've done. We don't know."

The lawsuit alleges that Deschutes County profited more than \$65,000 after the sale of a housing unit in May 2019 owned in Bend by Hutchinson's late mother, who died in 2007 and passed on her entire estate to Hutchinson, who was a minor at the time. The delinquent taxes and fees owed on the property at the time amounted to \$4,172.

It also alleges that Lane County profited more than \$55,000 from the sale of Waterman's property in 2017, despite him owing just \$2,033 in taxes and fees at the time.

"We think that this is an issue of fundamental fairness as well as constitutional law," Hurst told the Bend Bulletin. "There's a point where you cross the line between getting back what you're owed and taking something that's not yours."

Umatilla County was served as a defendant in the lawsuit last week, Olsen said, and no response to the complaints outlined within it has been filed yet.

Hurst told the Bend Bulletin that recent rulings of the U.S. Supreme Court have strengthened property rights and provided a better understanding of what the living document protects.

Reform has taken hold in some states. Courts in Vermont, New Hampshire and Mississippi have struck down similar system, and the Michigan Supreme Court is currently considering doing so.

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR
DESCHUTES COUNTY

TARRESA HUTCHISON and TIMOTHY
WATERMAN on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

Baker County, Benton County, Clackamas County,
Clatsop County, Columbia County, Coos County,
Crook County, Curry County, Deschutes County,
Douglas County, Gilliam County, Grant County,
Harney County, Hood River County, Jackson
County, Jefferson County, Josephine County,
Klamath County, Lake County, Lane County,
Lincoln County, Linn County, Malheur County,
Marion County, Morrow County, Multnomah
County, Polk County, Sherman County, Tillamook
County, Umatilla County, Union County, Wallowa
County, Wasco County, Wheeler County,
Washington County, and Yamhill County,

Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

**CLAIM NOT SUBJECT TO
MANDATORY ARBITRATION**

COMPLAINT

1.

Plaintiffs Tarresa Hutchison and Timothy Waterman bring this action individually and on behalf of all others similarly situated (“Plaintiffs”) against the counties of Oregon (“Defendants”). Plaintiffs make the following allegations based upon their personal knowledge as to their own acts, and upon information and belief, as well as upon the undersigned attorneys’ investigative efforts, as to Defendants’ actions, and allege as follows:

NATURE OF THE ACTION

2.

This case seeks to end and remedy an unfair and unnecessary practice by the Defendants. It is the practice—mandated by Oregon statute—of using small, sometimes

1 miniscule, amounts of unpaid real estate property taxes to seize people's property and
2 evict them and then either take the property for their own benefit or sell it for amounts
3 that may exceed the amount of unpaid taxes, retaining not just the amount owed for
4 unpaid taxes but the *entirety* of the sale proceeds, including all of the homeowner's
5 equity in the property.

6 3.

7 Plaintiffs assert that Oregon's counties' retention of equity or proceeds in excess
8 of the unpaid taxes and associated charges violates the Oregon and United States
9 Constitutions' prohibitions on the taking of private property for public use without just
10 compensation and on excessive fines.

11 4.

12 Plaintiffs, on behalf of themselves and all others similarly situated, seek just
13 compensation for the taking of their private property and/or a return of the excessive
14 fines, an award of class counsel's fees, including attorneys' fees under ORS 20.085, 42
15 U.S.C. § 1988, and the Court's equitable powers, together with an injunction against
16 further violations, reimbursement of expenses and costs of suit as allowed by law, and
17 such other relief as the Court deems just and proper.

18 **PARTIES**

19 5.

20 Tarresa Hutchison is a citizen and resident of Arizona. Until 2019, she was a
21 minor.

22 6.

23 Ms. Hutchison's mother, Brande Johnson, owned a 50% interest in Lot 20, Unit 3
24 of Bend Cascade View Estates, Tract 2 in Deschutes County, Oregon. This property is
25 commonly known as 25390 Bachelor Lane, Bend, Oregon (hereafter "Bachelor Lane").
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

7.

Brande Johnson died intestate on December 27, 2007. She was not married. Under ORS 112.145(1), her entire estate, including her interest in the Bachelor Lane property, passed to her daughter, Plaintiff Tarresa Hutchison. At the time, Ms. Hutchison was a minor.

8.

From 2008 to 2012, property taxes went unpaid on the Bachelor Lane property. The total amount of the delinquent taxes was \$2,101.43. As a result, Deschutes County filed for foreclosure in 2012. A judgment of foreclosure was entered on September 27, 2012.

9.

On October 2, 2014, the redemption period ended. On July 31, 2015, Deschutes County received a Tax Deed for the Bachelor Lane property.

10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.
24.
25.
26.

10.

On May 17, 2019, Deschutes auctioned off the Bachelor Lane property. At the time, the total delinquent taxes and fees were \$4,172.54. It sold the property for \$89,000.00, a gross surplus of \$84,827.46. Factoring in amounts Deschutes County paid to ready the Bachelor Lane property for sale, which totaled approximately \$19,000, the county made a profit on the delinquent taxes of \$65,827.46, or 1,477%. ($\$65,827.46 / \$4,172.54 = 14.77$)

11.

Rather than return the surplus to Ms. Hutchison, on June 19, 2019, Deschutes County deposited it in various county funds to be used for county projects.

12.

Plaintiff Timothy Waterman is a citizen and resident of California.

13.

1
2 Mr. Waterman purchased the property located at 1074 Clearwater Lane in
3 Springfield, Oregon ("Clearwater") in approximately 2007. Clearwater was undeveloped
4 land that Mr. Waterman hoped to eventually build upon. Mr. Waterman subsequently
5 moved to California and never developed Clearwater.

14.

6
7 From 2011 to 2015, property taxes went unpaid on the Clearwater property. As of
8 2015, the total amount of the delinquent taxes was \$2,033.17. As a result, Lane County
9 filed for foreclosure in 2015. A judgment of foreclosure was entered in September 2015.

15.

10
11 In September 2017, the redemption period ended. As a result, Lane County
12 received a Tax Deed for the Clearwater property.

16.

13
14 Lane County subsequently auctioned off the Clearwater property. At the time, the
15 total delinquent taxes and fees were \$2,033. It sold the property for approximately
16 \$58,000, resulting in a profit to the county of almost \$56,000, or 2,753%
17 ($\$55,967/\$2,033=27.53$)

17.

18
19 Defendants Baker County, Benton County, Clackamas County, Clatsop County,
20 Columbia County, Coos County, Crook County, Curry County, Deschutes County,
21 Douglas County, Gilliam County, Grant County, Harney County, Hood River County,
22 Jackson County, Jefferson County, Josephine County, Klamath County, Lake County,
23 Lane County, Lincoln County, Linn County, Malheur County, Marion County, Morrow
24 County, Multnomah County, Polk County, Sherman County, Tillamook County, Umatilla
25 County, Union County, Wallowa County, Wasco County, Wheeler County, Washington
26 County, and Yamhill County are political subdivisions of the State of Oregon, all of

1 which follow procedures similar or identical to those described above in foreclosing on
2 real property which becomes tax delinquent.

3 **JURISDICTION AND VENUE**

4 18.

5 This Court has jurisdiction and venue over this action pursuant to ORS 14.030 &
6 14.040(2) because a substantial part of the events giving rise to the claims herein
7 occurred within this county.

8 **BACKGROUND**

9 19.

10 The United States and Oregon Constitutions limit the government's power by
11 prohibiting a taking of property in the absence of a "public use" and requiring that if
12 property is taken, "just compensation" must be paid.

13 20.

14 Article I, Section 18 of the Oregon Constitution provides: "Private property or
15 services taken for public use. Private property shall not be taken for public use, nor the
16 particular services of any man be demanded, without just compensation; nor except in the
17 case of the state, without such compensation first assessed and tendered..."

18 21.

19 The Fifth Amendment to the United States Constitution similarly lists government
20 actions that are prohibited, and states "nor shall private property be taken for public use,
21 without just compensation." The Fourteenth Amendment to the United States
22 Constitution makes the Fifth Amendment applicable to States. It provides, in pertinent
23 part, "No State shall make or enforce any law which shall abridge the privileges or
24 immunities of citizens of the United States; nor shall any State deprive any person of life,
25 liberty, or property, without due process of law; nor deny to any person within its
26 jurisdiction the equal protection of the laws."

22.

1
2 The Oregon and United States Constitutions also prohibit the imposition of
3 excessive fines. Both the Eighth Amendment to the United States Constitution, which
4 applies to the States, and Article I, Section 16 of the Oregon Constitution, provide:
5 “Excessive bail shall not be required, nor excessive fines imposed.”

23.

6
7 Despite these constitutional protections, Oregon’s counties – with statutory
8 mandate from the State of Oregon – seize the property of homeowners with unpaid real
9 property taxes and/or other charges, transfer title to themselves, and upon the sale of the
10 property, retain all the excess equity or value in the property even after taxes and
11 associated charges have been fully satisfied. Moreover, Defendants do not provide any
12 means or mechanism for the owner to reclaim the excess equity or value, sometimes
13 referred to as the surplus.

24.

14
15 By assuming physical possession of and dominion over the property, transferring
16 title to the county and keeping either the entire property or the proceeds from a sale that
17 are in excess of the amount owed, Defendants are taking the private property of Plaintiffs
18 and the class without just compensation, and making or assessing an excessive fine that is
19 in addition to any penalties already imposed and far greater than what is owed in back
20 taxes.

25.

21
22 Courts have long recognized that “[i]t is against all reason and justice for a people
23 to entrust a legislature” with the power to enact “a law that takes property from A and
24 gives it to B.” *Calder v. Bull*, 3 U.S. 386, 388 (1798). This guiding principle has been
25 recognized repeatedly as a core tenet of the law in the United States, including in the
26 Oregon Constitution, and as a shield against the abuse of government power.

26.

1
2 Although case law on the subject of unconstitutional takings often deals with the
3 related topics of eminent domain and inverse condemnation, the clear underlying legal
4 message of these cases establishes broadly that the government may only take property
5 for a public use and that when the government *does* take property, it must compensate the
6 owner accordingly, lest the owner bear a disproportionate share of expenses that ought to
7 be borne by the public for whose use it was taken.

27.

8
9 A home or other type of real property is undeniably property protected by the
10 U.S. and Oregon Constitutions, as is the value or equity remaining after any valid taxes
11 and associated charges are deducted. Indeed, in *Lombard v. Louisiana*, 373 U.S. 267,
12 (1963), Justice Douglas, concurring, stated, “The principle that a man’s home is his castle
13 is basic to our system of jurisprudence.” Equity is an interest in real property and is
14 subject to the same rules and entitled to the same protections as other forms of property.

28.

15
16 The U.S. Supreme Court has recognized that a homeowner is entitled to any equity
17 he or she may have realized since the purchase of the property:

18 [Fair market value] may be more or less than the owner’s investment. He
19 may have acquired the property for less than its worth or he may have paid
20 a speculative and exorbitant price. Its value may have changed substantially
21 while held by him. The return yielded may have been greater or less than
22 interest, taxes, and other carrying charges. **The public may not by any
23 means confiscate the benefits**, or be required to bear the burden, **of the
24 owner’s bargain.** *Vogelstein & Co. v. United States*, 262 U.S. 337, 340, 43
25 S.Ct. 564, 67 L.Ed. 1012. He is entitled to be put in as good a position
26 pecuniarily as if his property had not been taken. He must be made whole
but is not entitled to more. It is the property and not the cost of it that is
safeguarded by state and Federal Constitutions. *The Minnesota Rate Cases*,
230 U.S. 352, 454, 33 S.Ct. 729, 57 L.Ed. 1511, 48 L.R.A.(N.S.) 1151,
Ann. Cas. 1916A, 18.

1 *Olson v. United States*, 292 U.S. 246, 255, 54 S. Ct. 704, 708, 78 L. Ed. 1236 (1934)
2 (emphasis added).

3 29.

4 Defendants have strayed far from Oregon's and the United States' constitutions'
5 principles and the original goal of protecting homeowners from the harsh consequences
6 of tax delinquency.

7 30.

8 When Defendants take real property pursuant to a property tax forfeiture and
9 retain the equity or sale proceeds in excess of the amount owed, such retention is not
10 purely remedial in nature but rather is retributive or meant to serve as a deterrent.
11 Defendants' retention of surplus or equity belonging to Plaintiffs or Class Members
12 therefore implicates the Excessive Fines Clause of the Oregon Constitution.

13 31.

14 Similarly, under the United States Constitution, proportionality is the foundation
15 of the constitutional inquiry under the Excessive Fines Clause. The amount of the
16 forfeiture must bear some relationship to the gravity of the offense that it is designed to
17 punish.

18 32.

19 Defendants' actions violate the Excessive Fines Clauses of both the Oregon and
20 United States Constitutions.

21 33.

22 Unfortunately, Defendants' unconstitutional takings of Plaintiffs' and Class
23 Members' home equity often target and victimize those most in need of protection: the
24 elderly, disabled and/or other vulnerable groups of Oregonians who lack the resources
25 necessary to pay back taxes and avoid forfeiture.

26

34.

1
2 Notably, some states, like Montana, have outlawed or abolished seizure practices
3 like Oregon's. In other states, such as New Hampshire, Vermont and Mississippi, the
4 Supreme Courts have held these practices to be unconstitutional. In yet other states, the
5 surplus or "overage" from a tax forfeiture sale is, or can be, refunded to the owner.¹

6
35.

7 Federal law provides that excess proceeds from a tax sale belong to and must be
8 returned to the former owner. *See, e.g., United States v. Rodgers*, 461 U.S. 677, 690-94
9 (1983) (in a forced sale to recover delinquent federal taxes under 26 U.S.C. §
10 7403, government may not ultimately collect, as satisfaction for the indebtedness owed to
11 it, more than the amount actually due. If seizure of property extends beyond property
12 necessary to satisfy tax debt, the excess must be repaid as compensation for the taking).

13
36.

14 In Oregon, as elsewhere, real estate taxes assessed are small in relation to the
15 value of the property, averaging according to some sources, approximately 0.87% of the
16 value. *See* <http://www.tax-rates.org/oregon/property-tax>. (last visited December 1, 2019)
17 Thus, the median real estate taxes on a median home worth \$257,400 might be in the
18 \$2,241 per year range.

19
37.

20 When a property owner in Oregon fails to pay property taxes, the tax
21 becomes delinquent, and, if the taxes remain unpaid, the county will begin a foreclosure
22 process.

23
24
25 ¹ *See, e.g.,* Ala. Code § 40-10-28; Fla. Stat., § 197.582; Ga. Code Ann. § 48-4-5; Me. Rev. Stat. tit. 36, §
26 949; 72 Pa. Stat. § 1301.19; 72 Pa. Cons. Stat. Ann. § 1301.2; S.C. Code Ann. § 12-51-130; Tenn. Code
Ann. § 67-5-2702; Va. Code Ann. § 58.1-3967; and Wash. Rev. Code Ann. § 84.64.080. Under the
Supreme Court's recent decision in *Knick v. Township of Scott*, 139 S.Ct 2162 (2019), the taxpayer's ability
to obtain a surplus will not "save" an otherwise unconstitutional forfeiture law, but the existence of such
palliative procedures in sister states highlights the harshness of Oregon's forfeiture regime.

38.

1
2 Ultimately, unpaid taxes can result in a judgment of foreclosure being entered by
3 the court, followed by a period of redemption. During the redemption period, the owner,
4 or others having certain legal interests in the property, including the right to full
5 possession of the property, may pay or redeem the delinquent taxes.

6
7 39.

8 If the property is not redeemed, however, the property forfeits in its entirety to the
9 county, whereupon it can either be sold or retained and managed for public benefit.

10
11 40.

12 Oregon law, however, provides no avenue for the owner to recover the equity or
13 surplus value or sale proceeds lost as a result of the seizure and/or sale of his or her
14 property.

15
16 41.

17 The proceeds of property sold by counties for taxes is statutorily required to be
18 kept and used by the counties, even if it exceeds the debt, interest and penalties. ORS
19 275.275. Alternatively, the county may take the property in exchange for paying the
20 outstanding taxes. ORS 312.170.

21
22 42.

23 Whether forfeited property is sold, or held and used for public purposes, the end
24 result is that a homeowner's failure or inability to pay property taxes—an often miniscule
25 fraction of the property's value—leads to Defendants physically seizing the property,
26 evicting the owner and other occupants, retaining the property or all the money resulting
from its sale, and thereby appropriating the entirety of the homeowner's property and
equity.

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

43.

Unlike a mortgage foreclosure sale, where amounts realized in excess of the debt owed on the property may be held for the owner, in a tax forfeiture, the county simply confiscates the homeowner's property. The Defendants neither return the property, or any portion thereof, or any sale proceeds, to the owner.

44.

The Defendants are under no statutory obligation to reimburse the homeowner for the amount by which amounts realized on the sale (or value) of the property exceeds the unpaid taxes and associated charges and, in fact, do not do so. The homeowner simply loses both the property, its value and its equity.

45.

To cite a hypothetical, but illustrative, example, assume a homeowner's failure to pay taxes results in \$10,000 in unpaid taxes and associated charges on a property worth \$100,000. The property is seized and ultimately sold for \$100,000. The owner receives nothing, even though the sale price far exceeds the total of unpaid taxes and associated costs. Even if \$20,000 in expenses are incurred in foreclosing upon and managing the property prior to taking title, the Defendants get a windfall of \$70,000, while the homeowner receives no compensation for any the excess equity in their property.

46.

Tax forfeitures are sometimes referred to as the "other foreclosure crisis" and are described as resulting from "outmoded state laws" which are "incredibly confusing" and as presenting problems to which "the elderly are particularly vulnerable." *See* Mahoney, Emily L., & Clark, Charles T., "Arizona owners can lose homes over as little as \$50 in back taxes", *The Arizona Republic*, June 12, 2017, available at <https://www.azcentral.com/story/money/real-estate/2017/06/12/tax-lien-foreclosures-arizona-maricopa-county/366328001/>. (Describing Arizona's version of the tax forfeiture

1 process.) (last visited December 1, 2019).

2 47.

3 Here, Plaintiffs' property was seized and sold for an amount exceeding the
4 unpaid taxes and associated charges on the forfeited property. Nonetheless, Plaintiffs did
5 not receive any of the excess funds generated by the sale.

6 **CLASS ALLEGATIONS**

7 48.

8 Plaintiffs bring this action on behalf of themselves and all others similarly
9 situated under Oregon Rule of Civil Procedure 32 as representatives of a class defined as:

10 All persons or entities who owned or had an ownership interest in real property
11 which was seized by any Oregon county to satisfy unpaid real estate taxes and associated
12 charges and fines, and which had a value of, or was sold for, more than the amount
13 necessary to satisfy such taxes and associated charges.

14 49.

15 Members of the Class are so numerous that the individual joinder of all absent
16 Class Members is impracticable. While the exact number of Class Members is unknown
17 to Plaintiffs at this time, based upon the widespread nature of the causes of failure to pay
18 real estate taxes, and review of publicly available tax records from the counties in
19 Oregon, the proposed Class likely includes at least hundreds of members, and more likely
20 includes thousands.

21 50.

22 Common questions of law and fact exist as to all Class Members. These questions
23 predominate over any questions unique to any individual Class Member and include,
24 without limitation:

- 25 a) Whether Defendants' sale and retention of Plaintiffs' and the Class
26 Members' forfeited properties without remitting to them the excess or surplus

1 value or proceeds resulting from such sale or retention constitutes a taking of
2 private property;

3 b) Whether Defendants' taking of Plaintiffs' and the Class Members'
4 forfeited properties was for a public use;

5 c) Whether Defendants' taking of Plaintiffs' and the Class Members'
6 forfeited properties for public use was without "compensation first assessed and
7 tendered" and therefore, in violation Art. I, § 18 of the Oregon Constitution;

8 d) Whether Defendants' taking of Plaintiffs' and the Class Members'
9 forfeited properties for public use was without "just compensation," and therefore,
10 in violation of the Fifth Amendment to the United States Constitution;

11 e) Whether Defendants' actions, including retention of the surplus
12 proceeds or equity resulting from the sale of Plaintiffs' and Class Members'
13 property, constitutes unconstitutional "excessive fines" in violation of Art. I, § 16
14 of the Oregon Constitution;

15 f) Whether Defendants' actions including retention of the surplus
16 proceeds or equity resulting from the sale of Plaintiffs' and Class Members'
17 property constitutes unconstitutional "excessive fines" in violation of Eighth
18 Amendment to the United States Constitution;

19 g) Whether Defendants have inversely condemned Plaintiffs' and the
20 Class Members' property, and

21 h) Whether injunctive relief is appropriate to halt Defendants'
22 practices as complained of herein.

23 51.

24 Plaintiffs' claims are typical of the claims of the Class. Defendants' actions have
25 affected Class Members equally because those actions were directed at Plaintiffs and
26 Class Members and affected each in the same manner. Accordingly, Plaintiffs' claims

1 against Defendants based on the conduct alleged in this Complaint are identical to the
2 claims of other Class Members.

3 52.

4 Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs
5 have no interests adverse to the interests of the Class. Plaintiffs are committed to
6 prosecuting this action to a final resolution and have retained competent counsel who
7 have extensive experience in prosecuting complex class action litigation and questions of
8 constitutional law and who will vigorously pursue this litigation on behalf of the Class.

9 53.

10 A class action is superior to other methods of adjudicating this controversy.

11 54.

12 The prosecution of separate actions by individual members of the Class would
13 create a risk of inconsistent or varying adjudications, establishing incompatible standards
14 of conduct for Defendants.

15 55.

16 Defendants have acted or refused to act on grounds generally applicable to the
17 Class.

18 56.

19 Questions of law and fact common to members of the Class predominate over any
20 individual questions that may be alleged to affect only individual Class Members.

21 57.

22 The damages sustained by the individual Class Members will not be large enough
23 to justify individual actions when considered in proportion to the significant costs and
24 expenses necessary to prosecute a claim of this nature against Defendants. The expense
25 and burden of individual litigation would make it impossible for members of the Class
26 individually to address the wrongs done to them.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

58.

Even if every Class Member could afford individual litigation, the court system could not. Class treatment, on the other hand, will permit the adjudication of claims of Class Members who could not individually afford to litigate their claims against Defendants and will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that individual actions would entail.

59.

No difficulties are likely to overcome the manageability of this class action, and no superior alternative exists for the fair and efficient adjudication of this controversy.

60.

Plaintiffs have given notice to all Defendants pursuant to O.R.C.P. 32(H)(1), which was completed on March 26, 2020. Thirty days have passed and none of the Defendants have moved to correct the constitutional violations with respect to the individual plaintiffs or the class.

61.

All Counts, claims and legal theories pleaded herein are pleaded in the alternative.

COUNT I
TAKING OF PRIVATE PROPERTY WITHOUT A VALID PUBLIC USE
IN VIOLATION OF THE UNITED STATES CONSTITUTION

62.

The allegations contained in the foregoing paragraphs are incorporated and repeated in this paragraph.

63.

By taking private property without a public use, Defendants violate the United States Constitution.

64.

Oregon and its counties have no public use to support or justify taking or keeping the surplus or equity when that equity is larger in amount than the taxes and associated charges owed. The United States Constitution precludes such arbitrary exercise of government power.

65

The Oregon statutes pursuant to which, and to the extent they authorize or purport to authorize, Defendants or any of them to take Plaintiffs' property for other than a public use are unconstitutional.

66.

The actions of Defendants in taking Plaintiffs' and the Class' property for other than public use violate the United States Constitution.

67.

Plaintiffs and Class members face a threat of great and irreparable harm if, after a trial on the merits, a permanent injunction is not granted, in that there is a threat their property rights will continue to be violated by Defendants.

68.

Plaintiffs and Class members have no adequate legal remedy to protect their property interests from the ongoing unconstitutional and unlawful conduct herein described.

69.

This cause of action is also brought, in addition and in the alternative, if applicable, pursuant to 42 U.S.C. § 1983 for an order directing Defendants to comply with the mandates of the Fifth and Fourteenth Amendments to the United States Constitution by paying just compensation to Plaintiffs for their property that has been taken without payment of just compensation.

70.

1
2 Plaintiffs and the Class have been injured and damaged by the taking of the equity
3 in their property for no public use and are entitled relief as a result.

4 **COUNT II**
5 **TAKING OF PRIVATE PROPERTY**
6 **WITHOUT JUST COMPENSATION IN VIOLATION OF THE**
7 **UNITED STATES CONSTITUTION**

8 71.

9 The allegations contained in the foregoing paragraphs are incorporated and
10 repeated in this paragraph.

11 72.

12 The Fifth Amendment to the United States Constitution provides, in pertinent
13 part, "nor shall private property be taken for public use, without just compensation." The
14 Fourteenth Amendment prohibits states from violating these rights.

15 73.

16 Oregon's forfeiture statute requires that any excess proceeds or equity be retained
17 by the counties. O.R.S. 275.275 and 312.170, and that is what happens in Oregon.

18 74.

19 The tax forfeiture statutes permit and require the taking of Plaintiffs' private
20 property without just compensation, which is a deprivation of Plaintiffs' rights secured
21 under the Fifth and Fourteenth Amendments to the United States Constitution.

22 75.

23 The cause of action for a taking in violation of the United States Constitution is
24 brought as a direct action under the Fifth and Fourteenth Amendments to the United
25 States Constitution.

26 76.

This cause of action is also brought, in addition and in the alternative, if
applicable, pursuant to 42 U.S.C. § 1983 for an order directing Defendants to comply

1 with the mandates of the Fifth and Fourteenth Amendments to the United States
2 Constitution by paying just compensation to Plaintiffs for their property that has been
3 taken without payment of just compensation.

4 77.

5 Plaintiffs and Class members face a threat of great and irreparable harm if, after a
6 trial on the merits, a permanent injunction is not granted, in that there is a threat their
7 property rights will continue to be violated by Defendants.

8 78.

9 Plaintiffs and Class members have no adequate legal remedy to protect their
10 property interests from the ongoing unconstitutional and unlawful conduct herein
11 described.

12 79.

13 Plaintiffs and the Class have been injured and damaged by the failure to pay just
14 compensation for the loss of their property and are entitled to other relief as a result.

15 **COUNT III**
16 **TAKING OF PRIVATE PROPERTY WITHOUT A VALID PUBLIC USE**
17 **IN VIOLATION OF THE OREGON CONSTITUTION**

18 80.

19 The allegations contained in the foregoing paragraphs are incorporated and
20 repeated in this paragraph.

21 81.

22 The Oregon Constitution provides at Article I, § 18: "Private property or services
23 taken for public use. Private property shall not be taken for public use, nor the particular
24 services of any man be demanded, without just compensation; nor except in the case of
25 the state, without such compensation first assessed and tendered[.]" This clause requires
26 the government to determine and pay just compensation *before* taking private property
for a public use.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

82.

By taking private property without a public use, Defendants violate the Oregon Constitution.

83.

Oregon has no public use to support or justify taking or keeping the surplus or equity when that equity is larger in amount than the taxes and associated charges owed. The Constitution precludes such arbitrary exercise of government power.

84.

The Oregon statutes pursuant to which, and to the extent they authorize or purport to authorize, Defendants or any of them to take Plaintiffs' property for other than a public use are unconstitutional.

85.

The actions of Defendants in taking Plaintiffs' and the Class' property for other than public use violate the Oregon Constitution.

86.

Plaintiffs and the putative Class have been injured and damaged by the taking of their property for no public use and are entitled to just compensation and other relief as a result.

**COUNT IV
TAKING OF PRIVATE PROPERTY
WITHOUT JUST COMPENSATION IN VIOLATION OF THE
OREGON CONSTITUTION**

87.

The allegations contained in the foregoing paragraphs are incorporated and repeated in this paragraph.

88.

The Oregon Constitution provides at Article I, § 18: "Private property or services taken for public use. Private property shall not be taken for public use, nor the particular

1 services of any man be demanded, without just compensation; nor except in the case of
2 the state, without such compensation first assessed and tendered[.]”

3 89.

4 Oregon’s forfeiture statute requires that any excess proceeds or equity be retained
5 by the counties. ORS 275.275 and 312.170.

6 90.

7 The tax forfeiture statutes permit and require the taking of Plaintiffs’ private
8 property without just compensation, which is a deprivation of Plaintiffs’ rights secured
9 under the Oregon Constitution.

10 91.

11 The cause of action for a taking in violation of the Oregon Constitution is brought
12 as a direct action.

13 92.

14 Plaintiffs and the Class have been injured and damaged by the failure to pay just
15 compensation for the loss of their property and are entitled to compensation and other
16 relief as a result.

17 **COUNT V**
18 **EXCESSIVE FINES VIOLATION OF THE**
19 **UNITED STATES CONSTITUTION**

20 93.

21 The allegations contained in the foregoing paragraphs are incorporated and
22 repeated in this paragraph.

23 94.

24 The Eighth Amendment to the United States Constitution prohibits the imposition
25 of excessive fines.

26 95.

Confiscating the entire value of Plaintiffs’ property including the excess or surplus
equity in Plaintiffs’ and Class Members’ properties because of non-payment of small

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

amounts of real estate taxes is an excessive fine under Eighth Amendment to the United States Constitution.

96.

Defendants are engaged in assessing and collecting prohibited excessive fines.

97.

Plaintiffs and Class members face a threat of great and irreparable harm if, after a trial on the merits, a permanent injunction is not granted, in that there is a threat their property rights will continue to be violated by Defendants.

98.

Plaintiffs and Class members have no adequate legal remedy to protect their property interests from the ongoing unconstitutional and unlawful conduct herein described.

99.

This cause of action is also brought, in addition and in the alternative, if applicable, pursuant to 42 U.S.C. § 1983 for an order directing Defendants to comply with the mandates of the Fifth and Fourteenth Amendments to the United States Constitution by paying just compensation to Plaintiffs for their property that has been taken without payment of just compensation.

100.

Plaintiffs and the Class have been injured and damaged by the unlawful excessive fines under the United States Constitution and are entitled to relief as a result.

**COUNT V
EXCESSIVE FINES VIOLATION OF THE
OREGON CONSTITUTION**

101.

The allegations contained in the foregoing paragraphs are incorporated and repeated in this paragraph.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

102.

Article I, Section 16 of the Oregon Constitution prohibits the imposition of excessive fines.

103.

Confiscating the entire value of Plaintiffs' property including the excess or surplus equity in Plaintiffs' and Class Members' properties because of non-payment of small amounts of real estate taxes is an excessive fine under Article I, Section 16 of the Oregon Constitution.

104.

Defendants are engaged in assessing and collecting prohibited excessive fines.

105.

Plaintiffs and the Class have been injured and damaged by the unlawful excessive fines under both the Oregon Constitution, and are entitled to compensation and other relief as a result.

COUNT VI
INVERSE CONDEMNATION

106.

The allegations contained in the foregoing paragraphs are incorporated and repeated in this paragraph.

107.

Plaintiffs and the Class owned property in Oregon.

108.

Defendants, as a natural consequence of their tax collection efforts, have physically taken that property.

109.

Defendants have used the excess proceeds or equity of the property of Plaintiffs and the Class for public use.

1
2 Plaintiffs and the Class have been injured and damaged by the taking of their
3 equity in their property.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs request that:

6 a) The Court determine this action may be maintained as a class action
7 pursuant to Oregon Rule of Civil Procedure 32(A) and (B), with Plaintiffs being
8 designated as representatives of such Class and Plaintiffs' undersigned counsel as Class
9 Counsel;

10 b) The Court find and declare that Defendants' taking and sale of Plaintiffs'
11 and Class Members' property, including all equity therein, for no public use violates the
12 United States and Oregon Constitutions;

13 c) Or in the alternative, the Court find and declare that Defendants' taking
14 and sale of Plaintiffs' and Class Members' property, including all equity therein, was not
15 attended by payment or securing just compensation and as such violates the United States
16 and Oregon Constitutions;

17 d) The Court find and declare that Defendants' appropriation of Plaintiffs'
18 and Class Members' real estate equity is an excessive fine in violation of the United
19 States and Oregon Constitutions;

20 e) The Court find and declare relevant provisions of ORS 275.275, 312.170,
21 and related provisions are unconstitutional under the United States and Oregon
22 Constitutions, causing such confiscations and sales to be null and void and in violation of
23 the United States and Oregon Constitutions;

24 f) The Court to find and declare that Defendants' actions have resulted in the
25 inverse condemnation of the property of Plaintiffs and the Class Members;

1 g) The Court award Plaintiffs and the Class damages and/or just
2 compensation, including prejudgment interest, in an amount to be determined at trial;

3 h) The Court award Plaintiffs and the Class their costs of this suit, including
4 reasonable attorney's fees, as provided by law and equity;

5 i) The Court enjoin Defendants from further seizing real estate equity from
6 Plaintiffs and the Class; and

7 j) The Court grant the Plaintiffs and the Class such other and further relief as
8 the nature of the case may require or as may be deemed just and proper by this Court.

9
10 **JURY DEMAND**

11 Plaintiffs demand trial by jury of all issues triable of right by a jury.

12 Dated this 23rd day of June, 2020

13 /s/Jennifer J. Middleton
14 Jennifer Middleton
15 jmiddleton@justicelawyers.com
16 **Johnson Johnson Lucas & Middleton, PC**
17 975 Oak Street, Suite 1050
Eugene, Oregon 97401
Phone: (541) 484-2434
Fax: (541) 484-0882

18 Matthew Hurst (to be admitted *pro hac*)
19 Matthew Heffner (to be admitted *pro hac*)
20 **Heffner Hurst**
30 North LaSalle Street, Suite 1210
Chicago, Illinois 60602
Phone: (312) 346-3466

22 Charles Watkins (to be admitted *pro hac*)
23 **Guin, Stokes & Evans, LLC**
24 321 S. Plymouth Court, Suite 1250
Chicago, Illinois 60604
25 Phone: 312-878-8391
Attorneys for Plaintiffs

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR DESCHUTES COUNTY

TARRESA HUTCHINSON and
TIMOTHY WATERMAN on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Baker County, Benton County, Clackamas County,
Clatsop County, Columbia County, Coos County,
Crook County, Curry County, Deschutes County,
Douglas County, Gilliam County, Grant County,
Harney County, Hood River County, Jackson
County, Jefferson County, Josephine County,
Klamath County, Lake County, Lane County,
Lincoln County, Linn County, Malheur County,
Marion County, Morrow County, Multnomah
County, Polk County, Sherman County, Tillamook
County, Umatilla County, Union County, Wallowa
County, Wasco County, Wheeler County,
Washington County, and Yamhill County,

Defendants.

Case No. 20CV21480

SUMMONS

TO: Morrow County
c/o Darrell J. Green
County Administrator
PO Box 788
Heppner, OR 97836

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the complaint filed against you in the above entitled cause within 30 days from the date of service of this summons upon you, and if you fail to answer, for want thereof, the plaintiff will apply to the court for the relief demanded therein.

NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY! You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer". The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may contact the Oregon State Bar's Lawyer Referral service online at www.oregonstatebar.org or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636.

JOHNSON, JOHNSON LUCAS & MIDDLETON P.C.
975 OAK STREET, SUITE 1050
EUGENE, OR 97401-3124
PHONE(541)484-2434
FAX (541)484-0882

s/Jennifer J. Middleton
Jennifer J. Middleton OSB# 071510
jmiddleton@justicelawyers.com
Attorney for Plaintiff

ROAD REPORT JULY 2020

CATTLE GUARD REPAIR: Repairs were made to cattle guards in the Cecil area that were posing a safety concern.

BLAKE RANCH ROAD: A culvert was installed above Blake Ranch due to a spring that keeps the roadway saturated causing soft spots in the area.

WILLOW CREEK: The crew has been paving Willow Creek between Black Mountain Lane and Shaw Grade. Shoulder rock will be placed this fall.

LEXINGTON YARD: The sand / equipment shed build is nearing completion. The electrical contractor is working on a quote to power up the building.

SUMMER BLADING: Gravel road blading was completed on rough sections of roadway around the county.

BASELINE: We will be paving Baseline between Jordan Grade and Marquardt the third or fourth week of July.

CHIP SEAL PREP: Preparations are being made for August chip seal work on Baseline and Rhea Creek.

MCNAB LN: Contract paving and striping were completed on schedule. The road crew finished most of the shoulder rock project. The remainder of the shoulder rock will be placed after August.

ROAD SIGN REPAIR: Crew members continue making sign repairs around the county as needed.

POTHOLE PATCHING: Various potholes have been repaired on county roads.

PERMITS: Following are permits approved during the month of July.

264/264a	G - Pub. Ac.	Garrison Lane	Cecilia Barroso / Greg Hamilton	Approach		06/24/2020	07/08/2020
OQD	752	Rand Road	Cascade Natural Gas Corp.	Utility	Natural Gas	07/08/2020	07/08/2020

Weed Department Quarterly Report
April-June 2020

Continued work on roadside spraying as needed.

Sat in on many Zoom meetings, OISC, OVMA, Oregon County Weed Control Assoc.

Checked Canada thistle biological control sites with Dave Felley, USDA-Aphis

Sprayed several County rock pits

Assisted Road Dept. with Homestead Lane paving project

Did spraying for US Army Corp of Engineers at Willow Creek Dam

Checked Plumeless thistle site and sprayed plants found

Made numerous noxious weed contacts with private landowners regarding need to control noxious weeds and advised of enforcement issues

Sprayed broadleaves at Lexington Airport.

It was a cool, wet spring which made for excellent growing conditions for weeds as well as very windy Spring which made for poor spraying conditions around the County. Not a very good combination for controlling weeds but we did our best.



PO Box 338-- Heppner, Oregon 97836
(541) 676-5604 FAX (541) 676-9876

County Clerk
Bobbi A. Childers Ext. 5601

July 14, 2020

Quarterly Report County Clerk:

As you all know we had a Primary Election in May. With the Covid-19 events I had a number of election workers that choose not to work. I totally understand and respect their decisions. I reached out to Gayle Gutierrez, Morrow County Treasurer and Don Russell, County Commissioner asking if they would be willing to donate their time to my office so that we could run the election. They both agreed, along with two of our regular workers Coral Mitchell and Greg Sweek. Because of their help, electors of Morrow County Election still got election results uploaded to Morrow County Clerk's Website and the Oregon State Election night reporting, in a timely manner. We changed a few of our processes to better meet the requirements of space and sanitation. I have requested an envelope slicer/automated opener from the State for the upcoming General Election.

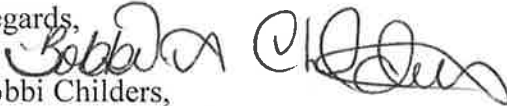
In my office for elections I am supposed to have equal numbers of people from different parties work on the elections. I had 2 Republicans and 2 Democrats. The State and waived the process if we couldn't meet that need, with Commissioner Russell and Treasurer Gutierrez volunteering I could meet the requirement.

Prior to the Election I knew from previous Primary Elections that people don't know that these are party elections until they receive a ballot. When they get a ballot that isn't what they want we get calls wanting the correct ballot. I have attached what I published on my election site and in the Newspaper, trying to educate the public, letting them know that if you want to vote for a republican or democrat you have to be registered with that party.

We sent out district updates for the upcoming General election and have had good returns on that.

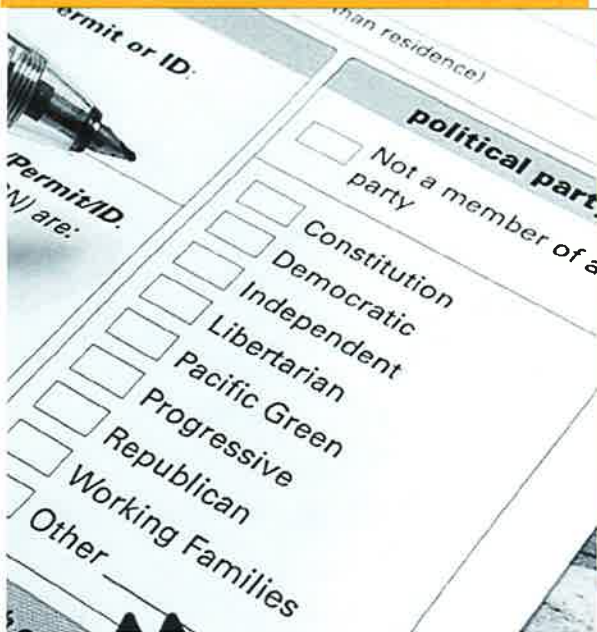
I am including some reports from the Primary Election for you, Election Participation Report, Election Results with ballots counted, eligible count and voter turnout percentages, monthly voter registration from January 2020 until July 13, 2020 and Voter Counts by precinct for Districts.

Regards,


Bobbi Childers,
Morrow County Clerk

Do you want to vote for
President in the
May 19, 2020 Primary?

Oregon has closed primary elections. This means that if you wish to vote for either the Republican or Democratic presidential candidates, you must be registered to vote with either the Democratic or Republican Party. If you are not registered with either major party, you will still be eligible to vote for measures and any non-partisan candidates offices in your voting district.



Major Party Ballot

- US President
- US Senate
- US Representative
- State Legislature
- Secretary of State
- Treasurer
- Attorney General
- All Non-Partisan Candidates

Not a member of a party

- Judges
- Morrow County Candidates
- Ballot Measures

Do you know which party you are registered with? Don't be surprised when your ballot comes in the mail.

Check now at oregonvotes.gov/myvote

You can register to vote or change your party by April 28, 2020. You can pick up a paper Voter Registration form at any elections office, Oregon DMV or post office in Morrow County.

If you have questions or concerns please call (541) 676-5601 or email mcclerkrecords@co.morrow.or.us,

Bobbi Childers, Morrow County Clerk.

As always ballot drop sites will open after ballots are mailed and will close on Election Day at 8 p.m.

Return Ballots are now pre-paid. Please mail back prior to May 12, 2020 to ensure arrival by election day.



County: MORROW
 User Name : Childers, Bobbi Ann

Election Participation Report (Legal Size)

Date : 7/14/2020 9:54:17 AM
 Report No. : E-021

Election : 05/19/2020 - May Primary Election

STATE REPRESENTATIVE DISTRICTS

District Number	Democrat			Republican			Nonaffiliated			Other			Total		
	Registered	Cast	Accepted	Registered	Cast	Accepted	Registered	Cast	Accepted	Registered	Cast	Accepted	Registered	Cast	Accepted
SR57	1205	690	682	2249	1662	1652	2671	578	570	410	194	190	6535	3124	3094
TOTAL	1205	690	682	2249	1662	1652	2671	578	570	410	194	190	6535	3124	3094

UNITED STATES CONGRESSIONAL DISTRICTS

District Number	Democrat			Republican			Nonaffiliated			Other			Total		
	Registered	Cast	Accepted	Registered	Cast	Accepted	Registered	Cast	Accepted	Registered	Cast	Accepted	Registered	Cast	Accepted
2nd Cong	1205	690	682	2249	1662	1652	2671	578	570	410	194	190	6535	3124	3094
TOTAL	1205	690	682	2249	1662	1652	2671	578	570	410	194	190	6535	3124	3094
Election Turnout %		57.3%	56.6%		73.9%	73.5%		21.6%	21.3%		47.3%	46.3%		47.8%	47.3%

TOTAL INACTIVE VOTERS : 674

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

Election Results Summary Statistics by Contest

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

01 BOARDMAN

<u>Race/Measure</u>	<u>Total Ballots Counted</u>	<u>Total Registered Eligible Voter Count</u>	<u>Voter Turnout(Percentage)</u>
President Democrat	186	1925	9.66
US Senator Democrat	170	1925	8.83
US Representative, 2nd District Democrat	159	1925	8.26
Secretary of State Democrat	180	1925	9.35
State Treasurer Democrat	166	1925	8.62
Attorney General Democrat	162	1925	8.42
State Senator, 29th District Democrat	159	1925	8.26
State Representative, 57th District Democrat	155	1925	8.05
Precinct Committee Person - Democrat Democrat	17	1925	0.88
President Republican	296	1925	15.38
US Senator Republican	267	1925	13.87
US Representative, 2nd District Republican	300	1925	15.58
Secretary of State Republican	277	1925	14.39
State Treasurer Republican	247	1925	12.83
Attorney General Republican	231	1925	12.00
State Senator, 29th District Republican	293	1925	15.22
State Representative, 57th District Republican	285	1925	14.81
Precinct Committee Person - Republican Republican	277	1925	14.39
Judge of the Supreme Court, Position 1	649	1925	33.71
Judge of the Supreme Court, Position 7	553	1925	28.73
Judge of the Court of Appeals, Position 11	642	1925	33.35
Judge of the Court of Appeals, Position 1	537	1925	27.90
Judge of the Court of Appeals, Position 12	541	1925	28.10
Judge of the Court of Appeals, Position 13	542	1925	28.16

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

Morrow County Commissioner, Position 1	721	1925	37.45
Morrow County Justice of Peace	719	1925	37.35
Morrow County Treasurer	670	1925	34.81
Boardman General Obligation Bond Authorization for Water and Wastewater Facilities	428	1925	22.23

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

02 IRRIGON

Race/Measure	Total Ballots Counted	Total Registered Eligible Voter Count	Voter Turnout(Percentage)
President Democrat	163	2396	6.80
US Senator Democrat	151	2396	6.30
US Representative, 2nd District Democrat	136	2396	5.68
Secretary of State Democrat	157	2396	6.55
State Treasurer Democrat	137	2396	5.72
Attorney General Democrat	136	2396	5.68
State Senator, 29th District Democrat	129	2396	5.38
State Representative, 57th District Democrat	124	2396	5.18
Precinct Committee Person - Democrat Democrat	140	2396	5.84
President Republican	443	2396	18.49
US Senator Republican	402	2396	16.78
US Representative, 2nd District Republican	434	2396	18.11
Secretary of State Republican	412	2396	17.20
State Treasurer Republican	369	2396	15.40
Attorney General Republican	349	2396	14.57
State Senator, 29th District Republican	426	2396	17.78
State Representative, 57th District Republican	407	2396	16.99
Precinct Committee Person - Republican Republican	1126	2396	46.99
Judge of the Supreme Court, Position 1	723	2396	30.18
Judge of the Supreme Court, Position 7	613	2396	25.58
Judge of the Court of Appeals, Position 11	716	2396	29.88
Judge of the Court of Appeals, Position 1	608	2396	25.38
Judge of the Court of Appeals, Position 12	608	2396	25.38
Judge of the Court of Appeals, Position 13	599	2396	25.00

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

Morrow County Commissioner, Position 1	775	2396	32.35
Morrow County Justice of Peace	769	2396	32.10
Morrow County Treasurer	744	2396	31.05

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

03 LEXINGTON

Race/Measure	Total Ballots Counted	Total Registered Eligible Voter Count	Voter Turnout(Percentage)
President Democrat	36	439	8.20
US Senator Democrat	30	439	6.83
US Representative, 2nd District Democrat	28	439	6.38
Secretary of State Democrat	37	439	8.43
State Treasurer Democrat	28	439	6.38
Attorney General Democrat	29	439	6.61
State Senator, 29th District Democrat	28	439	6.38
State Representative, 57th District Democrat	28	439	6.38
Precinct Committee Person - Democrat Democrat	0	439	0.00
President Republican	178	439	40.55
US Senator Republican	141	439	32.12
US Representative, 2nd District Republican	172	439	39.18
Secretary of State Republican	153	439	34.85
State Treasurer Republican	135	439	30.75
Attorney General Republican	128	439	29.16
State Senator, 29th District Republican	168	439	38.27
State Representative, 57th District Republican	157	439	35.76
Precinct Committee Person - Republican Republican	14	439	3.19
Judge of the Supreme Court, Position 1	201	439	45.79
Judge of the Supreme Court, Position 7	155	439	35.31
Judge of the Court of Appeals, Position 11	192	439	43.74
Judge of the Court of Appeals, Position 1	152	439	34.62
Judge of the Court of Appeals, Position 12	155	439	35.31
Judge of the Court of Appeals, Position 13	153	439	34.85

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

Morrow County Commissioner, Position 1	277	439	63.10
Morrow County Justice of Peace	271	439	61.73
Morrow County Treasurer	269	439	61.28

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

04 IONE

Race/Measure	Total Ballots Counted	Total Registered Eligible Voter Count	Voter Turnout(Percentage)
President Democrat	47	445	10.56
US Senator Democrat	42	445	9.44
US Representative, 2nd District Democrat	34	445	7.64
Secretary of State Democrat	46	445	10.34
State Treasurer Democrat	36	445	8.09
Attorney General Democrat	36	445	8.09
State Senator, 29th District Democrat	32	445	7.19
State Representative, 57th District Democrat	33	445	7.42
Precinct Committee Person - Democrat Democrat	0	445	0.00
President Republican	181	445	40.67
US Senator Republican	146	445	32.81
US Representative, 2nd District Republican	187	445	42.02
Secretary of State Republican	162	445	36.40
State Treasurer Republican	132	445	29.66
Attorney General Republican	121	445	27.19
State Senator, 29th District Republican	189	445	42.47
State Representative, 57th District Republican	164	445	36.85
Precinct Committee Person - Republican Republican	315	445	70.79
Judge of the Supreme Court, Position 1	222	445	49.89
Judge of the Supreme Court, Position 7	186	445	41.80
Judge of the Court of Appeals, Position 11	219	445	49.21
Judge of the Court of Appeals, Position 1	181	445	40.67
Judge of the Court of Appeals, Position 12	181	445	40.67
Judge of the Court of Appeals, Position 13	179	445	40.22

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

Morrow County Commissioner, Position 1	302	445	67.87
Morrow County Justice of Peace	289	445	64.94
Morrow County Treasurer	285	445	64.04

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

05 HEPPNER/HARDMAN

<u>Race/Measure</u>	<u>Total Ballots Counted</u>	<u>Total Registered Eligible Voter Count</u>	<u>Voter Turnout(Percentage)</u>
President Democrat	162	1330	12.18
US Senator Democrat	152	1330	11.43
US Representative, 2nd District Democrat	114	1330	8.57
Secretary of State Democrat	160	1330	12.03
State Treasurer Democrat	123	1330	9.25
Attorney General Democrat	132	1330	9.92
State Senator, 29th District Democrat	118	1330	8.87
State Representative, 57th District Democrat	112	1330	8.42
Precinct Committee Person - Democrat Democrat	15	1330	1.13
President Republican	461	1330	34.66
US Senator Republican	376	1330	28.27
US Representative, 2nd District Republican	451	1330	33.91
Secretary of State Republican	394	1330	29.62
State Treasurer Republican	343	1330	25.79
Attorney General Republican	333	1330	25.04
State Senator, 29th District Republican	425	1330	31.95
State Representative, 57th District Republican	439	1330	33.01
Precinct Committee Person - Republican Republican	413	1330	31.05
Judge of the Supreme Court, Position 1	642	1330	48.27
Judge of the Supreme Court, Position 7	557	1330	41.88
Judge of the Court of Appeals, Position 11	626	1330	47.07
Judge of the Court of Appeals, Position 1	555	1330	41.73
Judge of the Court of Appeals, Position 12	552	1330	41.50
Judge of the Court of Appeals, Position 13	544	1330	40.90

County: MORROW
User Name : Childers, Bobbi Ann

Election Results - Detailed Contest Level Summary Report

Date : 7/14/2020 10:00:48 AM
Report No. : ER-005

Election : 05/19/2020 - May Primary Election

Election Results Certified : NO

Morrow County Commissioner, Position 1	871	1330	65.49
Morrow County Justice of Peace	866	1330	65.11
Morrow County Treasurer	868	1330	65.26

SEL 901
REV 9/02

MONTHLY VOTER REGISTRATION REPORT

This report is for one calendar month. It is due to the Elections Division not later than the 15th of the month after the period in this report. For example , the December report is due by January 15.

County MORROW

Date Range 01/01/2020-07/13/2020

1	<u>201</u>	VOTER REGISTRATION CARDS RECEIVED INDIVIDUALLY THROUGH THE MAIL (NOT INCLUDING ANY MAILED BY VOTER REGISTRATION AGENCIES).
2	<u>62</u>	OTHER VOTER REGISTRATION CARDS (E.G. THOSE GENERATED BY VOTER REGISTRATION DRIVES OR OVER THE COUNTER).
3	<u>926</u>	ALL OTHERS NOT INCLUDED IN 1 OR 2 (OPTIONAL).
4	<u>1189</u>	TOTAL VOTER REGISTRATION CARDS RECEIVED (TOTAL OF LINES 1,2 AND 3).
5	<u>93</u>	VOTER REGISTRATIONS CANCELED.
6	<u>234</u>	CONFIRMATION NOTICES MAILED TO VOTERS.
7	<u>11</u>	RESPONSES TO CONFIRMATION NOTICES.

UNITED STATES CONGRESSIONAL DISTRICTS TOTAL VOTER REGISTRATION BY PARTY

DIST #	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP	DIST TOTAL
US Representative, 2nd District	1201	2314	2623	40	11	286	50	2	2	23	6552
PARTY TOTAL	1201	2314	2623	40	11	286	50	2	2	23	6552

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
BMCC ZONE 1-331											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23
Blue Mountain Community College											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23
Boardman Cemetery District											
01 BOARDMAN	1918	417	460	937	9	4	70	16	0	1	4
District Total	1918	417	460	937	9	4	70	16	0	1	4
Boardman Park and Recreation District											
01 BOARDMAN	1918	417	460	937	9	4	70	16	0	1	4
District Total	1918	417	460	937	9	4	70	16	0	1	4

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Boardman Rural Fire Protection District											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	92	14	27	44	0	0	3	2	0	0	2
03 LEXINGTON	16	1	12	3	0	0	0	0	0	0	0
District Total	2041	433	504	992	9	4	73	19	0	1	6
City of Boardman											
01 BOARDMAN	1309	288	255	697	7	3	44	13	0	1	1
District Total	1309	288	255	697	7	3	44	13	0	1	1
City of Heppner											
05 HEPPNER/HARDMAN	871	192	394	233	5	2	37	7	0	0	1
District Total	871	192	394	233	5	2	37	7	0	0	1
City of Ione											
04 IONE	224	48	107	59	2	0	6	2	0	0	0
District Total	224	48	107	59	2	0	6	2	0	0	0
City of Irrigon											
02 IRRIGON	1075	177	288	538	8	2	48	5	1	1	7
District Total	1075	177	288	538	8	2	48	5	1	1	7

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Education Service District, Zone 1											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23
Education Service District, Zone 7											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23
Heppner Cemetery Maintenance District											
03 LEXINGTON	7	0	5	2	0	0	0	0	0	0	0
05 HEPPNER/HARDMAN	1241	237	606	314	6	3	63	10	0	0	2
District Total	1248	237	611	316	6	3	63	10	0	0	2

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Heppner Rural Fire Protection District											
03 LEXINGTON	98	10	67	16	0	0	5	0	0	0	0
04 IONE	0	0	0	0	0	0	0	0	0	0	0
05 HEPPNER/HARDMAN	429	54	242	97	1	1	30	3	0	0	1
District Total	527	64	309	113	1	1	35	3	0	0	1
Heppner Water Control District											
05 HEPPNER/HARDMAN	1063	214	508	273	5	2	50	10	0	0	1
District Total	1063	214	508	273	5	2	50	10	0	0	1
Ione Library District											
03 LEXINGTON	8	1	4	2	0	0	1	0	0	0	0
04 IONE	448	79	247	99	2	0	18	3	0	0	0
District Total	456	80	251	101	2	0	19	3	0	0	0
Ione Rural Fire Protection District											
03 LEXINGTON	127	15	84	23	0	0	3	2	0	0	0
04 IONE	447	79	246	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1	0	0	1	0	0	0	0	0	0	0
District Total	575	94	330	123	2	0	21	5	0	0	0

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Ione School District											
03 LEXINGTON	8	1	4	2	0	0	1	0	0	0	0
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	8	0	5	1	0	0	2	0	0	0	0
District Total	464	80	256	102	2	0	21	3	0	0	0
Ione-Lexington Cemetery District											
03 LEXINGTON	353	61	183	82	1	1	20	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	18	3	5	9	0	0	1	0	0	0	0
District Total	819	143	435	190	3	1	39	7	0	0	1
Irrigon Cemetery Maintenance District											
02 IRRIGON	2384	381	696	1142	22	3	105	16	2	1	16
District Total	2384	381	696	1142	22	3	105	16	2	1	16
Irrigon Community Park and Recreation District											
02 IRRIGON	2384	381	696	1142	22	3	105	16	2	1	16
District Total	2384	381	696	1142	22	3	105	16	2	1	16
Irrigon Rural Fire Protection District											
02 IRRIGON	2307	369	676	1103	22	3	103	14	2	1	14
District Total	2307	369	676	1103	22	3	103	14	2	1	14

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Morrow											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23
Morrow County Health District											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23
Morrow County School District No 1											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	426	63	238	97	1	1	21	4	0	0	1
05 HEPPNER/HARDMAN	1329	256	652	332	6	3	68	10	0	0	2
District Total	6088	1121	2058	2521	38	11	265	47	2	2	23

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Morrow County Unified Recreation District Zone 1											
02 IRRIGON	1075	177	288	538	8	2	48	5	1	1	7
District Total	1075	177	288	538	8	2	48	5	1	1	7
Morrow County Unified Recreation District Zone 2											
01 BOARDMAN	1309	288	255	697	7	3	44	13	0	1	1
District Total	1309	288	255	697	7	3	44	13	0	1	1
Morrow County Unified Recreation District Zone 3											
01 BOARDMAN	624	130	210	248	2	1	26	4	0	0	3
02 IRRIGON	1325	207	415	609	14	1	58	11	1	0	9
District Total	1949	337	625	857	16	2	84	15	1	0	12
Morrow County Unified Recreation District Zone 4											
03 LEXINGTON	432	64	242	97	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
District Total	880	143	489	196	3	1	40	7	0	0	1
Morrow County Unified Recreation District Zone 5											
03 LEXINGTON	2	0	0	2	0	0	0	0	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	1339	256	657	335	6	3	70	10	0	0	2

Voter Counts by Precinct for Districts (Legal Size)

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Morrow Soil and Water											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23
North Morrow Vector Control District											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
District Total	4333	802	1168	2092	31	7	176	33	2	2	20
Oregon Trail Library District											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
05 HEPPNER/HARDMAN	1284	244	625	327	6	3	67	10	0	0	2
District Total	5617	1046	1793	2419	37	10	243	43	2	2	22
Pilot Rock Fire District, 7-401											
05 HEPPNER/HARDMAN	5	0	5	0	0	0	0	0	0	0	0
District Total	5	0	5	0	0	0	0	0	0	0	0

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Port of Morrow											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23
South R.F.P.D.											
04 IONE	1	0	1	0	0	0	0	0	0	0	0
District Total	1	0	1	0	0	0	0	0	0	0	0
Town of Lexington											
03 LEXINGTON	193	38	79	57	1	1	14	2	0	0	1
District Total	193	38	79	57	1	1	14	2	0	0	1
Umatilla Morrow Radio & Data District											
01 BOARDMAN	1933	418	465	945	9	4	70	17	0	1	4
02 IRRIGON	2400	384	703	1147	22	3	106	16	2	1	16
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	6552	1201	2314	2623	40	11	286	50	2	2	23

County: MORROW
 User Name : Childers, Bobbi Ann

Voter Counts by Precinct for Districts (Legal Size)

Date : 7/14/2020 10:13:58 AM
 Report No. : DP-016

District : Morrow, City of Boardman, City of Heppner, City of Ione, City of Irrigon, Town of Lexington, Morrow Soil and Water, BMCC ZONE 1-331, Blue Mountain Community College, Education Service District, Zone 1, Education Service District, Zone 7, Ione School District, Morrow County School District No 1, Boardman Rural Fire Protection District, Heppner Rural Fire Protection District, Irrigon Rural Fire Protection District, Ione Rural Fire Protection District, Pilot Rock Fire District, 7-401, South R.F.P.D., Heppner Water Control District, Oregon Trail Library District, Ione Library District, Boardman Park and Recreation District, Irrigon Community Park and Recreation District, Willow Creek Park District, Morrow County Unified Recreation District Zone 2, Morrow County Unified Recreation District Zone 1, Morrow County Unified Recreation District Zone 3, Morrow County Unified Recreation District Zone 4, Morrow County Unified Recreation District Zone 5, Port of Morrow, Morrow County Health District, Boardman Cemetery District, Heppner Cemetery Maintenance District, Ione-Lexington Cemetery District, Irrigon Cemetery Maintenance District, North Morrow Vector Control District, Umatilla Morrow Radio & Data District Status : Active

	TOTAL	DEM	REP	NAV	OTH	CON	IND	LBT	PGP	PRO	WFP
Willow Creek Park District											
03 LEXINGTON	434	64	242	99	1	1	22	4	0	0	1
04 IONE	448	79	247	99	2	0	18	3	0	0	0
05 HEPPNER/HARDMAN	1337	256	657	333	6	3	70	10	0	0	2
District Total	2219	399	1146	531	9	4	110	17	0	0	3



P.O. Box 593
Heppner, Oregon 97836-0412
(541) 676-5620

Lindsay Grogan
Manager
lgrogan@co.morrow.or.us

MEMORANDUM

TO: Board of Commissioners
THROUGH: Darrell Green, County Administrator
FROM: Lindsay Grogan
SUBJECT: Human Resource Quarterly Report
DATE: July 22, 2020

Recruitment

1. Current Planning Manager position has been posted through recruiting company, Prothman. First review date is July 24th.
2. Currently seeking part-time Response Drivers and a Dispatcher for The Loop.
3. Hiring Contact Tracers through Express Personnel to provide support for the Public Health Department in their efforts with COVID cases.

Payroll

1. Payroll has processed three pay periods this month.
2. Issued all Cost of Living Adjustments.
3. Closed out the Fiscal Year end.

Housekeeping

1. Working on creating a new Employee Handbook through a CIS sample template.
2. Joining committees where appropriate and trying to get caught up to speed on current issues/topics.
3. Attempting to get around to all departments to introduce myself. Darrell Green gave me a tour around North County earlier this week. I also met with the Sheriff's office this week and was able to listen to a few dispatch calls and sit down with the Sheriff. I look forward to meeting the rest of Morrow County's employees such as the Road crew, and the Parks employees.

MORROW COUNTY SURVEYOR

STEPHEN K. HADDOCK, PLS, CFedS

P.O. BOX G

PILOT ROCK, OREGON 97868

(541) 443-2922 ph.

To: Morrow County Commission
COURT HOUSE
Heppner, OR 97836

July 17th, 2020

Re: County Surveyor's report second quarter 2020.

Dear Morrow County Commissioners,

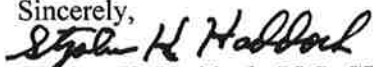
By the time of the county surveyor's report in April a total of 10 documents had been entered into the survey records. As of the date of this report that number is up to 18. From the recording aspect it seems like business as usual, but there has been a bit of a lull in survey reviews over the last month which I attribute to the impact of Covid 19 making itself felt in the survey world to a greater extent.

I recently sent a "draft" copy of the subdivision ordinance to county assessor Mr. Gorman that has the suggested language for requiring title reports with partitions and replats. It is my understanding that Mr. Gorman will start the process soon with Mr. Tovey of updating the ordinance to take care of this issue. We received permission to pursue this ordinance update back in January but have been delayed with the actual start because of the Covid effect on the multiple offices that need to collaborate on this action.

Under the Oregon Revised Statutes it is required that any person or public agency that finds it necessary to interfere with or destroy any public land survey corner contact the County Surveyor's Office prior to the start of the work. They are also required to have a survey performed to document where those marks were so that the marks may be replaced after the disturbance. I have received several phone calls lately from surveyors working in the Irrigon area asking for information concerning several missing section corner monuments. As it turns out, the City of Irrigon is updating their sewer system and the contractor has destroyed several of the original GLO public land corners as well as numerous street intersection monuments. It does not appear that the construction company had the pre-requisite survey performed but the City is working with them on a plan to have all of the record monumentation replaced by survey once the construction is finished. If that work does not materialize within 180 days of the completion of the construction, it will fall to the county surveyor to replace the public land survey corners.

Concerning construction projects, I received a notice early in the year that a public land survey corner on Homestead Lane was due to be destroyed by the construction of a bridge. I was able to do the statutory referencing of that monument prior to its destruction. However, when I returned to replace the monument after the construction it was found that seven other public land survey corner positions had been paved over as a part of that project. Based on recent surveys and contacts from local surveyors, it is known that there were existing monuments at 5 of those corner points. The other two may have also still had the monument in place but an examination will have to be made to confirm whether they are still there and just paved over. Because of paving over these monuments, the county surveyor is required by statute to prepare a record stating what changes have happened to those monuments. As per the ORS, I will have to prepare and file an additional record detailing what changes were made to these monuments as a result of the construction.

Sincerely,



Stephen K. Haddock, PLS, CFedS
Morrow County Surveyor

Morrow County Health Department Quarterly Update 7/22/20

COVID-19

As of Monday, 7/20/20

211 Confirmed cases

164 Persons under daily monitoring (This does not include confirmed cases)

Progression of Cases

149 COVID cases from 6/20/20 to 7/20/20

The majority of COVID cases in Morrow County are community acquired. This means the person does not know or answer where they were exposed.

Morrow County and Umatilla County have large populations that work in one county and live in the other. Umatilla has a large out break at the Lamb Weston Plant and many other processing plants /work places making national news. With a porous county line between Umatilla and Morrow County sharing COVID cases is unavoidable. The Interim Director and CD Coordinator have been working closely with processing plants and other work places offering education and guidance when invited.

Covid Cases can take 30 minutes to 4 hours depending on number of contact exposures, number of contacts with easily available contact information, obtaining required medical records to confirm COVID, education required for isolation within a household and when to seek medical care, services needed to stay in isolation, language barrier, transfer of case out of state/out of county and learning new state data entry platform, contacting all contacts and person under monitoring. These are only some of the responsibilities and/or barriers the COVID Team encounters.

The health department has currently one staff member with a confirmed case of COVID from the community and 2 presumptive cases, 2 are working from home. The Boardman Health Department has been sanitized. All contacts deemed at any risk have been notified and assessed for risk of COVID exposure.

Oregon Health Authority just started providing case relief on weekends. This is a partnership and communication will be key going forward.

Recovered cases determined by the state are 60 days from infection. Morrow County Health Department will calculate and report 30 days from infection as recovered. Morrow County residents have been confused by the state number for recovered and the health department as part of the government command center have decided to use a 30-day cutoff point. The state and local numbers will not match but local numbers will be more reflective of the local landscape.

Many phone calls on COVID, masks, testing, symptoms, and other concerns regarding COVID.

Staffing for COVID-19: Basically, everyone in some capacity.

Diane Kilkenny RN Interim Health Department Director

Shelley Wight CD Coordinator

Health Department staff reassigned to work COVID cases or backfill positions, 2 RN, 2 bilingual Community Health Workers, 2 newly hired contact tracers, 2 frontline office support,

Continue to hire for additional Contact Tracers.

Electronic Health Record

Patagonia Health purchased and leadership team chosen

Data to be transferred is being cleaned for accuracy and new codes added

Progress is slower than planned as COVID team includes E.H.R. Leadership Team.

SCHOOL REOPENING

Interim Health Director has been reviewing School blueprints for School Reopening *Ready Schools, Safe Learners* and offering suggestions and guidance to school administration.

Fall FLU and Immunizations

Strategizing on how to do clinics safely and identifying and prioritizing populations

RS EXCHANGE

REGIONAL SOLUTIONS

Weekly Report

Wednesday, July 15, 2020

Below are some highlights from the Governor's [Regional Solutions \(RS\) Coordinators](#), on behalf of the eleven interagency teams across Oregon.

Regional Solutions (RS) Director – Leah Homer

North Coast Region – Jennifer Purcell

- **North Coast Economic Recovery Team – Background** – The North Coast Economic Recovery Team is comprised of local, regional, state, and federal economic and workforce development partners. Convened by Regional Solutions, the team is sharing information about impacts and needs, resources and supports, and planning for recovery.
 - Update – Regional Solutions meets weekly with economic developers, chambers of commerce and downtown associations, destination management organizations, workforce partners, and ports to better understand the challenges they are facing as they respond to business needs. This week, Josh Lehner, Economist with the Office of Economic Analysis, joined the North Coast Economic Recovery Team. Josh provided a presentation regarding *Working from Home, and Broadband Access in Oregon*. The North Coast Economic Recovery Team discussed teleworking as an economic development opportunity for our region and constraints relating to both limited access to the internet and poor quality of service, including speed and reliability. The limited supply of housing creates an additional barrier to attracting those who can work from home. Housing supply is uniquely constrained on the coast and in other tourism economies because of the second home and vacation rental market. Anticipating some increase in working from home, particularly in rural areas, improving broadband access and the availability of a range of housing options will be critical to advancing economic opportunity and equity in recovery.
- **Regional Broadband Action Team** – The Columbia Pacific Economic Development District, including Clatsop, Columbia, Tillamook, and western Washington counties, voted this week to establish a Broadband Action Team. The team will be coordinating and advancing regional broadband initiatives and activities in alignment with the expansion of statewide broadband infrastructure. Regional Solutions and Business Oregon will support this work.
- **Coastal Housing Technical Assistance** – Coastal Regional Solutions Coordinators met with Oregon Housing and Community Services (OHCS), League of Oregon Cities (LOC), and Association of Oregon Counties (AOC) to discuss next steps regarding a partnership for coastal communities to access technical assistance to advance housing development. The coastal region was identified for additional investment because of the limited capacity of coastal communities

to coordinate and implement housing projects. Following a series of stakeholder meetings, four areas of technical assistance were identified as priorities: need for a housing coordinator(s), advancing development of government-owned property, workforce housing development, and essential code updates. Regional Solutions will work closely with the project team, including OHCS, LOC, AOC, and the Department of Land Conservation and Development (DLCD), to advise project selection and Regional Solutions Teams will support project implementation.

Mid-Valley Region – Jody Christensen

- **Marion County Public Health and POC Leaders Weekly Meeting** – This week, RS facilitated the discussion focused on two items. First, the Woodburn hotel currently under contract with Marion County Public Health for quarantine isolation. The county could not go into details due to a legal matter. They did report that no one is currently housed in the facility. The second item was a review of a county grant launching later this week. The POC leaders were asked to provide input on the application and process.
- **Mid-Valley Black, Indigenous, and People of Color (BIPOC) Community Outreach, Chamber, and Economic Development Alliance Updates** – RS joined the weekly Alliance meetings to learn how the statewide face covering is going and what more can be done to help with compliance. The Alliance groups stated that commercial and manufacturing businesses are successfully following the guidance. The Chamber Alliance shared concerns about the possibility of “rolling back” business opening when the issues seems to lay with social gatherings and personal responsibility. The BIPOC Community Outreach Alliance discussed marketing efforts to reach the BIPOC community about the new Mid-Valley Small Business Grant from Business Oregon and gave several testing updates.

South Valley/Mid Coast Region – Sarah Means

- **Blue River Wastewater** – The community of Blue River has been interested for a number of years in developing a community wastewater system. Blue River is not an incorporated city and, as such, there are a number of steps that would need to be taken in order for a wastewater system to be developed from both a land use and a special district perspective. The RST has been engaging with Lane County and Blue River representatives on the topic to discuss the series of steps necessary in order to develop a community system. If the project moves forward, both DLCD and DEQ will be engaged in the work.
- **The SVMC Economic Recovery Team** – includes representatives from the Employment Department, Business Oregon, local and regional economic development professionals, Workforce Investment Boards, ports, and federal delegation representatives. The Team meets regularly to share information, identify immediate needs and understand impacts. Impacts because of COVID-19 are impacting all industry sectors in the region. For the last several months, the ERT has met a minimum of weekly. Beginning in July, the meetings have been scheduled for every other week.
- Identified needs/challenges/opportunities this past week include:
 - Special thanks to Director Colt Gill for providing an overview of the K-12 school guidance and answering questions from the group at the June 25 meeting.
 - Corvallis/Benton County are seeing continued success with their right-of-way program for local restaurants. The City of Eugene is also experiencing positive results from a similar program.
 - Lane County is working with rural communities to develop business loan programs.

- OCVA's most recent marketing efforts, including two targeted campaigns going on right now. Both of these are being heavily promoted through our social channels.
<https://www.youtube.com/watch?v=DB803wOrNxx&feature=youtu.be>
- Communities in SVMC are continuing to struggle with finding non-congregate shelter options. One community has suggesting that a statewide policy may be needed.

Metro Region – Raihana Ansary

- **Metro Economic Response Team – Background** – Metro Regional Solutions (RS) is partnering with Greater Portland, Inc. (GPI), to co-convene a Metro Economic Response Team in order to share information and resources related to COVID-19. In addition to state agencies (Business Oregon, Oregon Employment Department, Bureau of Labor & Industry, Small Business Advocate, Oregon Housing & Community Services, and Travel Oregon), a number of partners in the Portland-metro region have been invited to participate including business associations, city and county economic development practitioners and elected leaders, community-based organizations, labor, members of the Governor's Metro Regional Solutions Advisory Committee and workforce development organizations.
 - Update – Many thanks to Sara Morrissey and Katy Claire of Travel Oregon for providing and update on the economic impact of COVID-19 on Oregon's tourism industry and presenting the agency's Reopening Campaign.
- **Economic impacts from COVID-19 on Oregon's Tourism Industry:**
 - Prior to COVID-19, Oregon's travel industry provided 117,000 direct jobs.
 - Six weeks after COVID-19 hit, 7 in 10 lodging employees and 8 in 10 food service workers were laid off or furloughed. Many remain out of work.
 - Weekly lodging data compared to this time last year:
 - Statewide hotel occupancy: 50 percent, down 37 percent
 - Average daily rates down \$50, down 28 percent
 - Occupancy rates vary widely throughout the state: Oregon coast, central Oregon, southern Oregon have higher occupancy rates, with some properties seeing full occupancy this weekend, but Portland just at 34 percent, 60 percent lower than 2019.
 - PDX's daily passengers are down 73 percent. Starting to see this metric rise.
- **Impacts on Travel Oregon from COVID-19:**
 - Travel Oregon is estimating 40-50 percent drop in revenue next year.
 - Expected budget of \$37 million will drop to \$20 million or less.
 - This decrease will affect programming, grant dollars for regional partners.
- **Actions Travel Oregon is taking:**
 - Redirected programing to provide grants to tourism businesses. Awarded over \$800,000 in grants to support small tourism businesses, many in small communities.
 - Resources for partners include business toolkit, weekly newsletters, weekly travel data reports
 - Developing a virtual training program to help small businesses rebuild and recover.
 - Amplifying public messaging around COVID-19.

- **Reopening campaign:**
 - Agency was able to shift spring campaign budget to reopening campaign, set to launch August 3.
 - This campaign will be targeted at Oregonians; inspire them to lift Oregon up by exploring it.
 - Creative will acknowledge new reality: scenes through barriers like windows or binoculars, people social distancing.
 - Campaign takes into account different counties/regions in different phases of reopening. Targeting different creative based on county and zip code. Phase 1 counties will get a different message, encouraged to stay within county/region.
 - The campaign will be all-digital (e.g. no billboards, print ads) to support nimbleness/flexibility if phases change.
 - Ads will encourage people to travel, but only if they do research and plan ahead.
 - Second half of campaign will be more detailed, include itineraries, encourage people to book experiences like tours.
 - Data show that people are traveling within the state. Travel Oregon wants to be a resource, help people travel responsibly.

- **Racism in the Construction Industry** – Metro RS attended a listening and brainstorming session on racism in the construction industry that was hosted by Nate McCoy, Executive Director of the National Association of Minority Contractors of Oregon (NAMC-OR). Panelists included Robert Camarillo (Oregon Building Trades), Matt Swanson (Pacific Northwest Regional Council of Carpenters), Michael Hawes (Pacific NW Carpenters Institute), William Myers (Columbia Pacific Building and Construction Trades Council), Jeff Moreland (Raimore Construction), Andrew Colas (Colas Construction) and Alando Simpson (City of Roses Disposal & Recycling). The construction industry offers quality middle-income jobs for many, including for people without a four-year college degree and offers many apprenticeship and career ladder opportunities. The point was made that the construction spans other industries such as architecture, engineering, real estate development and finance and that there is racism throughout. There was a good discussion about how to address racism and discrimination in the industry in the following ways:
 - Grow local minority, woman and emerging small business (MWESB) companies;
 - Access to capital for underserved populations in real estate development transactions;
 - Lenders and developers should require contractors to track diversity on jobsites similar to the Portland Housing Bureau's goals and reporting requirements;
 - Bureau of Labor & Industry (BOLI) certified apprenticeship programs should require diversity, equity and inclusion training;
 - There should be leadership and mentorship training and development programs for people of color.
 - Reevaluate low-cost bid requirements that may get in the way of diversifying workforce.
 - Offer an "equitable worksite" certification with real accountability behind it that developers and owners might eventually see as a competitive advantage/"must have" similar to LEED certification.

- **Partners in Diversity Retention Project** – Metro RS attended discussion hosted by the Portland Business Alliance and Partners in Diversity on "A Way Forward: Results from the Partners in Diversity Retention Project." In 2019, Partners in Diversity hired Martinez Organizational Consulting, LLC, led by Larry Martinez, Ph.D., industrial and organizational psychologist, to

conduct a multi-method, multi-series study. Participants of the study were professionals of color. They were recruited via email and snowball sampling. The study, which took place in the summer of 2019, included 30 in-depth interviews conducted by researchers of color, five in-depth interviews with recruitment and retention personnel, and 293 large-scale online surveys of professionals of color. It is important to note that the study took place before COVID-19 and the recent police-involved killings of unarmed black Americans and the calls for police reform and accountability.

Of the 293 individuals who participated in the online survey, 14 percent left the region (Oregon/southwest Washington). The majority of the participants were not from the region originally (86%). They represent a wide range of professional industries, with 81 percent reporting being employed full-time. They represent a wide range of organizational levels, though most said they were managers or associates. Participants were between 23 and 68 years old, with the average age of 39 years old, and were mostly female (74%).

With respect to racial or ethnic identities, 42 percent identified as Black or African American, 21 percent identified as multi-racial or other, 18 percent were Asian, 15 percent identified as Hispanic or Latinx, three percent were Indian or South Asian, while one percent identified as Native American or Alaskan Native.

- **Project Findings:**

- A dominant theme expressed by individuals who stayed and individuals who left was the influence of organizational practices on their work lives. The central concern that connected their experiences was a perceived lack of accountability among organizational leaders following perceived organizational injustices.
- Many also felt like outsiders within their own organization, with 74 percent of participants reporting some form of workplace discrimination.
- These situations, along with a low (27%) job satisfaction rate, were often cited as primary reasons for leaving the organization or the region. Other factors include lack of diversity in the workforce and lack of support from their organization.
- The study showed that experiences in the community also played a major role in determining whether a person of color stayed in the region, which supports the concept of intersectionality—the ways in which people are impacted by their overlapping identities.
- Only one percent felt included in the community.
- Only six percent felt there were appropriate cultural resources in the community.
- Only 16 percent felt comfortable in restaurants, stores and public places.
- Many cited the racist history of the area and more recent events, such as the stabbing on the MAX line, as troublesome.
- Comments by participants reveal their shock and disbelief by the level of racism, bigotry and micro-aggressions that they frequently experienced in the community.

North Central Region – Nate Stice

- **North Central Oregon Recovery Team** – The Mid-Columbia Economic Development District and Region Regional Solutions stood up the bi-state Columbia Gorge/Mid-Columbia Bi-State Economic Resilience Team. The structure for the team was outlined in a 2019 report produced by **MCEDD**, based on work Regional Solutions led efforts around fire recovery for the 2017 Eagle Creek Fire and 2018 Grass Fires.

The emphasis of the team this week has been three-fold: 1) Planning for second round of continuity training, and 2) understanding and supporting education efforts; 3) continued work around migrant and seasonal farm worker supports.

- Highlights:
 - 1) The team was joined at our Friday meeting by the Deputy Superintendents for Instruction from both Oregon and Washington, who outlined reopening guidance and process.
 - 2) The team is working toward to more trainings: a training on protecting employees in high intensity work environments; 2) training employers on tools, resources, and support for their employees.
 - 3) RS has also been working with the City of Hood River and ODOT to find a path forward for parklets in the community: <https://katu.com/news/local/odot-asks-hood-river-businesses-to-move-parklets-along-state-roads>

Central Region – Annette Liebe

- **Confederated Tribes of Warm Springs** – The tribes were awarded \$3,580,000M from the Emergency Board (E Board) on July 14 to support critical investments in their water systems; these state funds will also serve as match for a ~\$500 EPA grant application directed at the water systems. RS continues to work with the tribe and federal agency partners on next steps for funding the full suite of needed infrastructure. In light of the E Board funding, the team is working to bring together funders to identify additional funding opportunities for the water system will delay the scheduled July 30 meeting until there is clarity from Tribal Council on prioritized needs.
- **Central Oregon Economic Response Team – Background** – South Central Regional Solutions (RS) Team along with county commissioners, city leaders, chambers, economic and workforce development, downtown organizations, local legislators, federal congressional delegation representatives and the Regional Solutions Advisory Committee have been meeting since mid-March.
 - Update: last week's agenda highlights:
 - Employment Department Update – many thanks to David Gerstenfeld for joining to give an overview of the department's progress processing UI/PUA claims. David did a great job helping people understand the challenges of processing such a large volume of claims and implementing new federal programs. There was also discussion about future federal programs and whether the additional \$600/week was providing a disincentive for people to return to work.
 - Enforcement of the governor's COVID directives/protocols:
Michael Wood (OSHA) and Andrew Jurik (OLCC) presented information about the statewide mask requirement and the enforcement efforts over the holiday weekend. Andrew showed several alarming photos from bars/nightclubs in downtown Bend. City of Bend and OSHA/OLCC are coordinating on follow up.
 - Analysis of PPP data in Oregon: Michael Meyers, Business Oregon, shared his analysis of the PPP data released July 6. There were over 62k loans made; the majority were under \$150k. There were over 650k jobs retained attached to those loans. Bend was the #2 city on list of top 20 cities to receive loans. Central Oregon firms received the highest percentage of loans at 61%.

South Central Region – **Annette Liebe**

- **Weddings, county fairs and rodeos** – RS has been working closely with wedding venues, county fairs and rodeos to provide technical assistance on the venue guidance.

Greater Eastern & Northeast Regions – **Courtney Warner Crowell**

- **Eastern Oregon Regional Economic Recovery Team** – This week the Eastern Oregon Regional Economic Recovery Team met to discuss the latest developments related to COVID-19 in Eastern Oregon. Eastern Oregon continues to be hard hit with outbreaks and Baker County was added as an additional watch list county this week. We also went over the latest guidance on statewide social gatherings and outdoor face covering guidance released this week. Businesses across the region are feeling more and more uncertainty and numbers continuing to drop over the past couple of weeks with cases rising.
- **Baker City Housing Needs Project** – DLCD has provided Baker City with funding for a housing needs analysis and RS is involved in the technical advisory committee. We kicked off the project this week that will look at the housing needs in the community as well as strategies to incentivize growth in the future. Real estate is moving fast in this community and there is already a tight housing market so the local community is hoping for ideas on how to spur development.
- **Heppner Housing Development Project** – RS met with the City of Heppner and Morrow County to discuss a possible housing development project that the Willow Creek Valley Economic Development Group (WCVEDG) would lead. RS gave technical advice on the processes needed and the infrastructure that would be needed for the development. This is the start of a long-term project to get additional housing in a community that is in desperate need of workforce housing. WCVEDG has been working for years on ways to incentivize housing in the community and last year finished a duplex project that would provide market rate rental housing for the community's needs. This would be a much larger project but definitely needed for the community.
- **Snake River Trail Project** – RS pulled together the City of Ontario, Department of State Lands (DSL), Oregon Parks and Recreation Department (OPRD) and the US Army Corps of Engineers (USACOE) to discuss the Snake River Trail Project. This is a community development project that would add a 3.2-mile trail along the Snake River on the Oregon side. The city is planning to apply for a National Park Service planning grant, but needs to finalize easements through both public and private land. They are almost done with finalizing the easements for the private land, but need to work with both Department of State Lands and Oregon Parks and Recreation Department where the trail would go through state land. Both agencies are now working on the easement process but DSL and USACOE both explained the additional permitting processes that would be needed for this project. This will continue to be a RS project moving forward.

Rust Update, July 16, 2020

Xianming Chen

Stripe Rust in the Pacific Northwest

Winter wheat has reached maturity, and harvest has started in central and south-central Washington. In the Palouse region in eastern Washington and northern Idaho, winter wheat ranged from milk to soft dough stages, and spring wheat ranged from flowering to milk. Stripe rust has reached 100% severity on susceptible varieties of spring wheat in our experimental fields in all locations across Washington (**Figure 1**). Barley stripe rust reached 60-80% severity on susceptible spring barley varieties in all our experimental fields across locations throughout Washington. In the Palouse region, stripe rust infection could be easily spotted in most winter (with green plants) and spring wheat fields, mostly as necrotic stripes that are either resistant reactions or stopped by fungicides, with low severity and incidence of active rust pustules in few fields. Low incidence of stripe rust was found in one spring barley field. In general, stripe rust is under control and the rust season is over.



Figure 1. Severe stripe rust on a susceptible spring wheat variety in an experimental field near Pullman, Washington (pictured on July 16, 2020)

The high stripe rust pressure of this growth season should remind growers to choose varieties with high level of resistance to stripe rust (ratings 1 to 4) to grow in the next growth season.

Stem Rust in the Palouse Region

Stem rust has been found on few winter wheat varieties in breeding nurseries on the Spillman Farm near Pullman, Washington (Whitman County). This morning, I found stem rust in one commercial winter wheat field near Palouse, about 15 miles northeast of Pullman (**Figure 2**). So far, we have not seen stem rust in our experimental fields of winter wheat, winter barley, spring wheat, and spring barley around Pullman. We expect that stem rust may occur in more spots in the Palouse region, but should not become a major concern for yield reduction.



Figure 2. Stem rust in a commercial winter wheat field near Palouse (Whitman County), Washington (pictured on July 16, 2020)

Stripe Rust in the Country

So far, wheat stripe rust has been reported in Oregon, Washington, Texas, Louisiana, Oklahoma, California, Kansas, Kentucky, Virginia, Illinois, Idaho, New York, Wisconsin, Nebraska, South Dakota, Minnesota, and Montana. Barley stripe rust has been reported in California, Oregon, Washington, and Idaho.

PUBLIC COMMENT PERIOD

Engineering Evaluation/Cost Analysis on Proposed B Plant Complex Removal Action

Fact Sheet

**GET
INVOLVED**

Comment Period
July 13 – Aug. 14, 2020

**Send comments by
Aug. 14, 2020, to**
BPlantEECA@rl.gov

Administrative Record
<https://go.usa.gov/xwepE>



Questions?

Dana Gribble
(509) 961-5609
Dana_C_Gribble@rl.gov



B Plant was among five chemical processing facilities built at Hanford.

The U.S. Department of Energy (DOE) is holding a 30-day public comment period on an Engineering Evaluation/Cost Analysis (EE/CA) that considers three alternatives for a removal action at the B Plant Complex located in the 200 East Area of the Hanford Site.

Background

The 580-square-mile Hanford Site in southeastern Washington state was created in 1943 as part of the Manhattan Project to produce plutonium for the nation's defense program.

Today, waste management and environmental cleanup, including protection of the Columbia River, are Hanford's primary missions.

About B Plant

From 1945 through 1952, the B Plant Complex was used for the chemical separation of plutonium from irradiated fuel rods. In the 1960s, B Plant was modified and restarted, with the new mission to separate cesium and strontium from tank waste. These missions resulted in contamination of buildings and structures within the complex.

Unoccupied since the mid-1990s, the B Plant buildings and structures within the scope of this EE/CA are degrading. Spread of contamination and degradation have been observed throughout the complex, as evidenced by water leaks, stains, exposed insulation, and deterioration.



Public Comment Period: Engineering Evaluation/Cost Analysis on Proposed B Plant Complex Removal Action

Removal Action

Until a final remedial decision for the B Plant Complex is made and implemented, a non-time-critical removal action is essential to minimize the hazards. Information on the difference between removal and remedial actions is available at <https://superfund.zendesk.com/hc/en-us/articles/211635948-What-is-the-difference-between-a-removal-action-and-a-remedial-action->.

An EE/CA is required for any non-time-critical removal action. It is a comprehensive study prepared consistent with federal environmental regulations to evaluate cleanup options that address environmental conditions.

The study considers the cost, ability and effectiveness to implement the different cleanup alternatives.

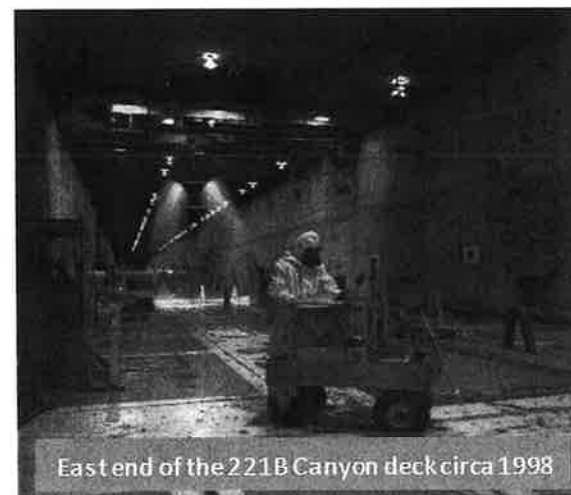
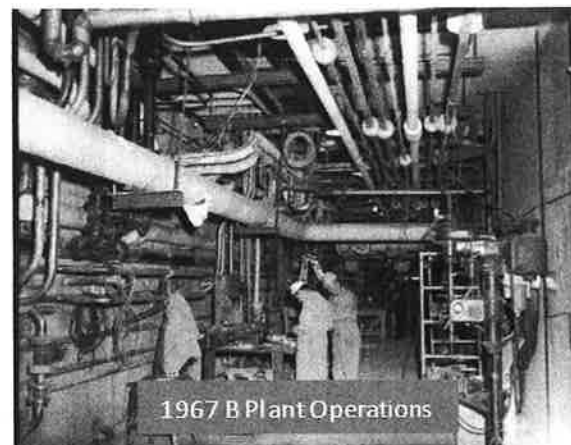
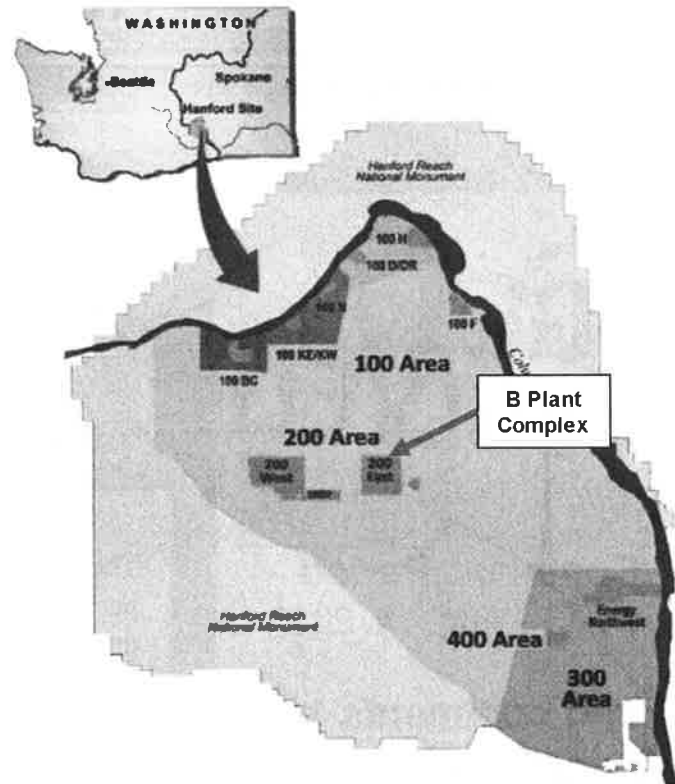
What does this EE/CA propose?

The EE/CA analyzes alternatives for a non-time-critical removal action for the B Plant Complex, which includes the 221B Canyon Building and the 291B Canyon Ventilation System.

Emission units associated with B Plant covered in this EE/CA will be transitioned from the Hanford Air Operating Permit to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) authority. 221B Canyon Building air permits will be discontinued upon the Notice of Transition effective date which will coincide with the onset of CERCLA field activities covered under this removal action.

The EE/CA evaluates three different removal action alternatives (see table, page 3). Each successive alternative includes all of the actions involved in the previous alternative, with the addition of new actions.

Based on the comparative analysis of the removal action alternatives for the B Plant Complex, Alternative 3 is preferred.



Public Comment Period: Engineering Evaluation/Cost Analysis on Proposed B Plant Complex Removal Action

Proposed Alternatives for the B Plant Complex Removal Action

Alternative	Removal Action Description	Present-Worth Cost
1	<ul style="list-style-type: none">No Action	\$0
2	<ul style="list-style-type: none">Surveillance and maintenance of B Plant Complex structuresHazard abatement of the 221B BuildingDemolition and grouting of 291B Ventilation System	\$118.4 million
3	Alternative 2 actions plus demo prep of the 221B Building	\$123.1 million

Why is Alternative 3 preferred?

The analysis finds that Alternative 3 provides the best combination of actions to protect workers, the public and the environment while meeting the remedial action objectives. Alternative 3 is both technically and administratively feasible and supports future remedial decisions and characterization activities at the B Plant Complex.

An Administrative Record documenting the complete EE/CA, including additional information on the removal action alternatives, can be found at <https://go.usa.gov/xwepE>.

Public Involvement

A 30-day public comment period will run from July 13 through Aug. 14, 2020.

Copies of the EE/CA and supporting documentation will be available online during the public comment period on the Hanford public involvement website at <https://go.usa.gov/xVmew>, in the Administrative Record at <https://go.usa.gov/xwepE>, and in the Hanford Public Information Repositories at <https://go.usa.gov/xVDTS>.

Please submit comments by Aug. 14 to BPlantEECA@rl.gov (preferred) or in writing to:

U.S. Department of Energy
Attn: Dana Gribble
P. O. Box 450, H6-60
Richland, WA 99352

After considering comments received from the public, DOE will confer with the Washington State Department of Ecology to select an alternative. The selected alternative will be documented in a CERCLA Action Memorandum.

Questions? Please contact Dana Gribble at Dana_C_Gribble@rl.gov or (509) 961-5609.

Please contact Dana Gribble, Dana_C_Gribble@rl.gov, (509) 961-5609 to request disability accommodation. DOE makes every effort to honor disability accommodation requests.



Public Involvement Opportunity

Comment Period:

July 13 – Aug. 14, 2020



97836-078888

Morrow Co. Comm [74]
Morrow Co Commission
PO Box 788
Heppner OR 97836

0001399522 JUL 09 2020
ZIP 99354 \$ 000.50⁰
02 1M



SPokane
WA 990
09 JUL 20
PM 4 L

Engineering Evaluation/Cost Analysis on
Proposed B Plant Complex Removal Action
U.S. Department of Energy
P.O. Box 450, H6-60
Richland, WA 99352

From: Justin Nelson

Sent: Friday, July 10, 2020 3:01 PM

To: Darrell Green <dgreen@co.morrow.or.us>; Gregg Zody <gzody@co.morrow.or.us>;

Stephanie Case <scase@co.morrow.or.us>; Stephen Wrecsics <swrecsics@co.morrow.or.us>

Cc: Jim Doherty <jdoherty@co.morrow.or.us>; Melissa Lindsay <mlindsay@co.morrow.or.us>;

Don Russell <drussell@co.morrow.or.us>

Subject: Fw: LUBA No. 2020-029 1000 Friends of Oregon v. Morrow County

Just got this, and I am forwarding from my cell phone since I am out of the office.

In short:. The land use action is sent back to the county for additional fact finding and analysis.

Justin

From: LUBA Support * LUBA <LUBASupport@oregon.gov>

Sent: Friday, July 10, 2020 2:38:55 PM

To: andrew@friends.org; sking@perkinscoie.com; Justin Nelson

Subject: LUBA No. 2020-029 1000 Friends of Oregon v. Morrow County

STOP and VERIFY - This message came from outside of Morrow County Government.

Counsel:

As a courtesy, please find attached a scanned copy of the final opinion and order issued today, in the above-referenced case.

Denise Seaman

Executive Support Specialist

Land Use Board of Appeals

503-373-1265

Roberta Lutcher

From: Justin Nelson
Sent: Tuesday, July 21, 2020 12:31 PM
To: Melissa Lindsay; Stephanie Case; Gregg Zody
Cc: Richard Tovey; Darrell Green; Roberta Lutcher
Subject: RE: LUBA No. 2020-029 1000 Friends of Oregon v. Morrow County

Feel free to include this comment with the correspondence:

The matter would come back for review by the county and to see if a fuller record can be established by the applicant.

I have spoken to counsel for the applicant, and he is conferring with his client to see what the next steps may be. Based upon the opinion, the applicant would need to provide the County with additional information for consideration.

-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: Melissa Lindsay
Sent: Tuesday, July 21, 2020 11:30 AM
To: Stephanie Case <scase@co.morrow.or.us>; Gregg Zody <gzody@co.morrow.or.us>
Cc: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>
Subject: FW: LUBA No. 2020-029 1000 Friends of Oregon v. Morrow County

Commissioner Russell requested this be given a brief update on Wednesday. I m putting it in correspondence in case there is additional information to share. If not that is fine, it is a bit last minute. With no meeting next week I wanted to make sure the BOC was at minimum able to view publicly.

Melissa Lindsay
Morrow County Commissioner
Board of Commissioners Chair
PO BOX 788
Heppner OR 97836

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

BEFORE THE LAND USE BOARD OF APPEALS
OF THE STATE OF OREGON

1000 FRIENDS OF OREGON,
Petitioner,

vs.

MORROW COUNTY,
Respondent,

and

PORT OF MORROW,
Intervenor-Respondent.

LUBA No. 2020-029

FINAL OPINION
AND ORDER

Appeal from Morrow County.

Andrew Mulkey, Portland, filed the petition for review and a reply brief, and argued on behalf of petitioner.

Justin W. Nelson, Morrow County Counsel, filed a joint response brief and argued on behalf of respondent.

Seth J. King, Portland, filed a joint response brief and argued on behalf of intervenor-respondent. With him on the brief was Perkins Coie LLP.

RUDD, Board Chair; RYAN, Board Member; ZAMUDIO, Board Member, participated in the decision.

REMANDED 07/10/2020

You are entitled to judicial review of this Order. Judicial review is

1 governed by the provisions of ORS 197.850.

1 may approve an exception to a statewide planning goal if the government
2 identifies sufficient reasons that “justify why the state policy embodied in the
3 applicable goals should not apply.” OAR 660-004-0020(2)(a). Intervenor stated
4 in its application that “[t]he principal reason for this application is to facilitate
5 expansion of development into the easterly portion of the Port of Morrow
6 Industrial Park, consistent with the Port’s utility and road network investments,
7 and to begin to provide connectivity within the industrial lands from [the East
8 Beach Industrial Park adjacent to the Port of Morrow Industrial Park] to the
9 [property and east of the property, the former Umatilla Army Ordinance Depot
10 site (the Depot)].” Record 872. Intervenor later identified the desire to locate a
11 data center on the property and posited that a data center constituted industrial
12 development for purposes of OAR 660-004-0022(3).

13 Intervenor argued to the county that the property met the site needs
14 identified by the potential data center operator: 85 acres, access to 115 kv
15 transmission lines, and proximity to agricultural use for discharge water. Record
16 408. Surrounded by agricultural land, the property is proximate to a location for
17 wastewater discharge and intervenor planned to provide needed facilities and
18 services to the property by extending eastward “the same urban-scale facilities
19 and services that were approved in the 1988 exception to serve the Port’s
20 Industrial Park, and subsequent goal exceptions to serve lands between the Port
21 Industrial Park and the East Beach Industrial Park.” Record 30. Intervenor argued
22 that the reasons exception was warranted because the data center “would have a

1 significant comparative advantage that would benefit the County economy and,
2 in this case, it would result in no net loss of resource productivity” due to a
3 proposed concurrent rezoning of 89.6-acres of irrigated and farmed land located
4 south of the East Beach Industrial Park, and known as the Bombing Range
5 property, from PI to EFU. Record 399.

6 The planning commission held a public hearing and considered and
7 recommended approval of the application. The board of commissioners held a
8 public hearing to consider the application and on February 5, 2020, approved the
9 application based upon findings related to the stated need for the property in order
10 to develop the data center.

11 This appeal followed.

12 **FIRST ASSIGNMENT OF ERROR**

13 OAR 660-004-0022(3)(a) through (c) identify three independent bases for
14 a reasons exception for industrial development on rural lands. Petitioner’s first
15 assignment of error is “the county failed to comply with OAR 660-004-
16 0022(3)(c) and its decision is not supported by substantial evidence in the whole
17 record.” Petition for Review 5, 10. Petitioner also argues in the body of the
18 petition that the board of county commissioners failed to explain why the use
19 requires a location on resource lands as required by OAR 660-004-0020(2)(a).
20 Petition for Review 19. For the reasons set forth below, we sustain this
21 assignment of error.

1 **A. OAR 660-004-0022(3)(c)**

2 **1. Locational Advantage**

3 **a. Substantial Evidence**

4 The county’s decision must be supported by substantial evidence, that is,
5 evidence a reasonable person would rely upon to make a decision. *Dodd v. Hood*
6 *River County*, 317 Or 172, 855 P2d 608 (1993); *Younger v. Portland*, 305 Or
7 346,752 P 2d 262 (1988). As discussed above, petitioner argues that the “county
8 lacked substantial evidence in the record to conclude that the location of the
9 exception area provides a *significant comparative* advantage to the proposed
10 industrial *use* – a data center – due to its location.” Petition for Review 11
11 (emphases in original). For the reasons set forth below, we sustain this
12 subassignment of error.

13 Petitioner argues that the decision is not supported by substantial evidence
14 because the record does not provide evidence of whether facilities currently exist
15 near the property relative to other locations, and which facilities will need to be
16 extended. Petition for Review 12-14. Intervenor testified:

17 “The existing Port industrial park to the northwest of the proposed
18 parcel to be converted to industrial zoning is served with a full range
19 of facilities and services that are of sufficient size and capacity to
20 accommodate both existing and future industrial development.
21 Many of these facilities and services predated the 1988 goal
22 exceptions and helped provide a basis for the Goal 11 and Goal 14
23 exceptions authorizing urban scale public facilities and services and
24 urban scale industrial uses on the Port property.” Record 750.

25 The board of county commissioners explained in the decision that:

1 “The Goal 11 exception granted in this decision is to allow for [the
2 extension of sewer and water utilities] onto the newly designated
3 Paterson Ferry Road property.” Record 75.

4 The board therefore understood that facilities would be extended to serve the
5 property. Response Brief 10.

6 Petitioner argues that the record lacks a full accounting of the existing
7 facilities and therefore

8 “the county lacks substantial evidence in the record to conclude that
9 the vast majority of those facilities or services currently occur *near*
10 the Paterson Ferry exception area relative to other locations. The
11 applicant cannot rely on disclosing only part of the whole picture of
12 its various facilities for the purpose of proving up an exception under
13 OAR 660-004-0022(3)(c).” Petition for Review 13 (emphasis in
14 original).

15 The services are located approximately 1.5 miles away from the property.
16 Petitioner does not establish that a distance of 1.5 miles may not be considered
17 “near” for purposes of justifying an exception. In *1000 Friends v. Jackson*
18 *County*, 292 Or App 173, 423 P3d 793 (2018), *rev den*, 365 Or 657 (2019), the
19 Court of Appeals concluded that a substation located approximately 1.5 miles
20 from the exception site was a permissible locational advantage.

21 Petitioner argues that intervenor identified facilities and public services
22 found within the Port of Morrow and East Beach Industrial Parks but cannot
23 conclude that those are locational advantages without knowledge of “the full
24 extent of the existing relevant facilities” relative to other locations. Petition for
25 Review 13. The county and intervenor (collectively, respondents) point to the
26 statement in the staff report that service providers, including those providing

1 power, fiber optic, water, and waste process water, said they could serve the site.
2 The planning commission staff report includes the statement, “Planning staff
3 engaged a meeting with some of the entities that would have responsibility for
4 providing utilities – power, fiber, water, waste water and process water. All of
5 those present confirmed that they had the ability to deliver the service they
6 represent to the site.” Record 738-39. The statement by providers, as reflected in
7 the staff report, that they have the capacity to provide service to the property is
8 substantial evidence upon which a reasonable person would rely to conclude that
9 the exception property can be served.

10 Moreover, the board based its finding that the property has a significant
11 comparative advantage on the basis of its finding that alternative locations cannot
12 reasonably accommodate the use. Record 78, 80-81. Although we agree with
13 petitioner that without a complete understanding of the extent of services in the
14 alternative locations, the county cannot judge whether the property has a service-
15 based locational advantage for a data center, alternative sites were not rejected
16 based upon the unavailability of services. After petitioner’s initial comments on
17 the application, intervenor explained that the data center operator’s site criteria
18 included the need for 85 or more contiguous and generally square or rectangular
19 acres, immediate proximity to a 115 kv transmission line, and a location near
20 agricultural use for discharge water. Sites were eliminated for a variety of
21 reasons, including failure to meet these criteria, but were not eliminated because
22 of service unavailability. Therefore the absence of an inventory of existing

1 infrastructure in the record does not undermine the board's conclusion that the
2 exception area provides a significant comparative advantage.

3 Petitioner also argues that the

4 "county lacks support for its findings that the Paterson Ferry
5 exception area results 'in a significant comparative advantage'
6 because the data center will be located 'near other Port-related
7 industrial development at the East Beach Industrial Park.' R[ecord]
8 78-79. As explained above, the data center does not qualify as other
9 port-related industrial development. That use does not meet any of
10 the requirements for a port-related industrial use. R[ecord] 29-30 n
11 6." Petition for Review 21.

12 Petitioner challenges the board's finding but does not explain why a data center
13 is not "other port-related" industrial development. We will not develop
14 petitioner's argument for it. *Deschutes Development Co. v. Deschutes County*, 5
15 Or LUBA 218, 220 (1982).

16 We therefore agree with respondents that none of the above arguments
17 support a conclusion that the decision is not supported by substantial evidence.

18 **b. Adequacy of Findings**

19 The county approved the challenged exception under OAR 660-004-
20 0022(3)(c), which provides:

21 "(3) Rural Industrial Development: For the siting of industrial
22 development on resource land outside an urban growth boundary,
23 appropriate reasons and facts may include, but are not limited to, the
24 following:

25 "* * * * *

1 “(c) The use would have a significant comparative advantage due
2 to its location (e.g., near existing industrial activity, an energy
3 facility, or products available from other rural activities),
4 which would benefit the county economy and cause only
5 minimal loss of productive resource lands. Reasons for such
6 a decision should include a discussion of the lost resource
7 productivity and values in relation to the county’s gain from
8 the industrial use, and the specific transportation and resource
9 advantages that support the decision.”

10 Petitioner argues that the county’s “findings fail to establish what
11 particular activities provide locational benefits to the data center compared to
12 other locations.” Petition for Review 12. Findings must identify the relevant
13 criteria and the evidence relied upon and explain why the evidence relied upon
14 leads to the ultimate decision. *Heiller v. Josephine County*, 23 Or LUBA 551
15 (1992). The board of county commissioners found that OAR 660-004-0022(3)(c)
16 was met because

17 “*based upon the findings and evidence summarized in response to*
18 *OAR 660-004-0020(2)(b) below*, the data center developer had
19 specific site requirements, which it determined could reasonably be
20 accommodated by the Paterson Ferry Road Property. The Board
21 finds that these facts support the conclusion that the data center
22 development is location-dependent, which causes the Paterson Ferry
23 Road Property to have a significant comparative advantage over
24 other sites.” Record 78 (emphasis added).

25 OAR 660-004-0020(2)(b) provides that a reasons exception is subject to
26 the following approval standard:

27 “‘Areas that do not require a new exception cannot reasonably
28 accommodate the use.’ The exception must meet the following
29 requirements:

- 1 “(A) The exception shall indicate on a map or otherwise describe
2 the location of possible alternative areas considered for the
3 use that do not require a new exception. The area for which
4 the exception is taken shall be identified;
- 5 “(B) To show why the particular site is justified, it is necessary to
6 discuss why other areas that do not require a new exception
7 cannot reasonably accommodate the proposed use. Economic
8 factors may be considered along with other relevant factors in
9 determining that the use cannot reasonably be accommodated
10 in other areas. Under this test the following questions shall be
11 addressed:
- 12 “(i) Can the proposed use be reasonably accommodated on
13 nonresource land that would not require an exception,
14 including increasing the density of uses on nonresource
15 land? If not, why not?
- 16 “(ii) Can the proposed use be reasonably accommodated on
17 resource land that is already irrevocably committed to
18 nonresource uses not allowed by the applicable Goal,
19 including resource land in existing unincorporated
20 communities, or by increasing the density of uses on
21 committed lands? If not, why not?
- 22 “(iii) Can the proposed use be reasonably accommodated
23 inside an urban growth boundary? If not, why not?
- 24 “(iv) Can the proposed use be reasonably accommodated
25 without the provision of a proposed public facility or
26 service? If not, why not?
- 27 “(C) The ‘alternative areas’ standard in paragraph B may be met
28 by a broad review of similar types of areas rather than a
29 review of specific alternative sites. Initially, a local
30 government adopting an exception need assess only whether
31 those similar types of areas in the vicinity could not
32 reasonably accommodate the proposed use. Site specific
33 comparisons are not required of a local government taking an
34 exception unless another party to the local proceeding

1 describes specific sites that can more reasonably
2 accommodate the proposed use. A detailed evaluation of
3 specific alternative sites is thus not required unless such sites
4 are specifically described, with facts to support the assertion
5 that the sites are more reasonable, by another party during the
6 local exceptions proceeding.”

7 As set out in full above, OAR 660-004-0020(2)(b) requires the local government
8 to analyze alternative areas and discuss why other areas that do not require a new
9 exception cannot reasonably accommodate the proposed use.

10 The findings related to OAR 660-004-0020(2)(b) include the finding that:

11 “[R]easonable alternative locations that do not require an exception
12 cannot reasonably accommodate the proposed use. As support for
13 this conclusion, the Board relies upon the detailed alternatives
14 analysis prepared by the Port and dated December 20, 2019. In this
15 analysis, the Port presented specific reasons why each of the
16 alternatives identified by [petitioner], including those within
17 existing Port industrial parks, could not reasonably accommodate
18 the proposed use. [] The Board finds that the Port’s analysis was
19 based upon the site-selection limitations applicable to the data center
20 use. [] The Board finds that [petitioner’s] testimony does not
21 undermine the detailed and credible alternatives analysis presented
22 by the port.” Record 80.

23 The findings explain that the board determined that the locational
24 advantage was supported by the alternatives analysis. The county reasoned that
25 the data center use would have a significant comparative advantage due to its
26 location because the property met the data center’s identified needs: the property
27 is an appropriate size and shape for the use, at 85 or more contiguous and
28 generally square or rectangular acres; the property can be developed with access
29 to 115 kv transmission lines; and the property is adjacent to agricultural land that

1 the data center can use to discharge water. To support its conclusion that the
2 property has a locational advantage, the county relied on the Port's alternatives
3 analysis that explained why each of the alternatives sites identified, including
4 those within existing Port industrial parks, could not accommodate the data
5 center's identified needs. In other words, the county reasoned that the locational
6 advantage criteria in OAR 660-004-0022(3)(c) was satisfied because the Port had
7 established that no reasonable alternative exists, based on the same evidence that
8 the Port submitted to satisfy the OAR 660-004-0020(2)(b) alternatives analysis.
9 Respondents argue that the board found, based on the alternatives analysis, that
10 the Paterson Ferry Road Property is the only site that satisfied the data center's
11 identified needs. Respondents argue petitioner does not challenge the board's
12 adopted findings that OAR 660-004-0022(3)(c) is met based on the OAR 660-
13 004-0020(2)(b) alternatives analysis.

14 Where a party "disagrees with the [local government's] decision without
15 attempting to demonstrate error in the [local government's] findings that interpret
16 and apply [approval criterion, the party] fails to provide a basis for reversal or
17 remand." *Marine Street LLC v. City of Astoria*, 37 Or LUBA 587, 603 (2000).
18 The board of commissioners found that the alternatives analysis was "based upon
19 the site-selection limitations applicable to the data center use." Record 80.
20 Because the findings do not dismiss an alternative based on an absence of features
21 such as fiber optic cable, gas lines or wastewater line, petitioner's argument that

1 there is not evidence of whether these features are available at the alternative sites
2 does not state a basis for reversal or remand.

3 Petitioner also argues, however, that “[t]he county’s decision and findings
4 fail to demonstrate that the proposed ‘use would have a significant comparative
5 advantage due to its location.’ OAR 660-004-0022(3)(c).” Petition for Review
6 11. Because we sustain the second assignment of error based upon the inadequacy
7 of the alternatives analysis, and the board of commissioner’s finding of a
8 significant comparative advantage relies upon that alternatives analysis, we
9 sustain this subassignment of error.

10 This subassignment of error is sustained in part.

11 **2. Minimal Loss of Productive Resource Land**

12 OAR 660-004-0022(3)(c) provides that reasons may justify an exception
13 and allow an industrial use on rural land where:

14 “The use would have a significant comparative advantage due to its
15 location (e.g., near existing industrial activity, an energy facility, or
16 products available from other rural activities), which would benefit
17 the county economy *and cause only minimal loss of productive*
18 *resource lands*. Reasons for such a decision should include a
19 discussion of the lost resource productivity and values in relation to
20 the county’s gain from the industrial use, and the specific
21 transportation and resource advantages that support the decision.”
22 (Emphasis added.)

23 Petitioner argues that “[t]he county lacks substantial evidence in the record
24 to show that locating a data center on the Paterson Ferry exception area would

1 ‘cause only minimal loss of productive resource lands.’” Petition for Review 19-
2 20 (quoting OAR 660-004-0022(3)(c)). We agree.

3 Petitioner argues that the record does not support a finding of minimal loss
4 of resource land because:

5 “The record shows that the applicant’s proposed exception for the
6 data center and the expansion of services that goes along with it will
7 only hasten the further reduction of productive EFU land between
8 East Beach and the Depot. The county’s decision fails to
9 demonstrate that the decision will only cause a minimal loss of
10 productive resource lands. OAR 660-004-0022(3)(c).” Petition for
11 Review 21.

12 Intervenor argued in its application that extending services to the property
13 would facilitate the later extension of those services further west to the Depot.
14 Petitioner opposed the application, arguing in part that the use of the Paterson
15 Ferry property to facilitate future extension of urban services further east was
16 improper. Record 242. We have held that “[t]he focus of OAR 660-004-
17 0022(3)(c) is on weighing the comparative cost/benefits of replacing resource use
18 of the exception area with rural industrial uses, and ‘loss of productive resources’
19 refers to resources within the exception area.” *Columbia Riverkeeper v. Columbia*
20 *County*, 70 Or LUBA 171, 192, *aff’d*, 267 Or App 637, 342 P3d 181 (2014). The
21 board adopted the exceptions “to authorize development of a data center use and
22 related public facilities and services on the Paterson Ferry Road Property,” not to
23 allow development of the distant Depot property. Record 71. Therefore,

1 speculation concerning future rezoning applications does not establish error. We
2 conclude, however, that the county failed to perform the required analysis.

3 As part of the appealed decision, the county rezoned the formerly PI zoned
4 Bombing Range property EFU and the formerly EFU zoned property PI. Because
5 the amount of land zoned EFU in the county is unchanged, the county concluded
6 that there is no net loss of resource land. Record 78. The board of commissioner's
7 findings fail to perform the required analysis because they do not discuss the
8 *quality* or productivity of the resource lands in the proposed exception area, or
9 otherwise attempt to describe in qualitative terms what removing the EFU zoning
10 of the proposed exception area means for resource land productivity.

11 This subassignment of error is sustained.

12 **B. OAR 660-004-0020(2)(a)**

13 OAR 660-004-0020(2)(a) requires that:

14 “‘Reasons justify why the state policy embodied in the applicable
15 goals should not apply.’ The exception shall set forth the facts and
16 assumptions used as the basis for determining that a state policy
17 embodied in a goal should not apply to specific properties or
18 situations, including the amount of land for the use being planned
19 and *why the use requires a location on resource land* [.]” (Emphasis
20 added.)

21 We agree with petitioner that the county's findings fail to explain why the data
22 center use requires a location on resource lands, as opposed to otherwise suitable
23 non-resource lands. *See VinCep v. Yamhill County*, 55 Or LUBA 433, 441 (2007)
24 (county's findings are inadequate to explain why the proposed hotel use required

1 location on resource lands as opposed to otherwise suitable non-resource lands,
2 where the findings failed to establish that a hotel setting among vineyards was
3 categorically impossible to find or develop within or adjacent to urban growth
4 boundaries or on otherwise suitable non-resource lands).

5 Petitioner argues that the decision fails to explain why the data center
6 requires a location on resource land. Petition for Review 19. According to
7 petitioner, the county's "implied answer" to why the use has to be on resource
8 land is

9 "because ability to extend urban water and wastewater services to
10 the use would provide benefits not directly to the use itself or its
11 location on resource land. The location likely hinders the use by
12 adding costs because it requires the extension of services greater
13 distances than would otherwise be required if the use was located
14 within or immediately adjacent to East Beach or the Port." Petition
15 for Review 19.

16 The board found that:

17 "[A]s explained above, the use requires a location on resource land
18 because the proposed location, would have a comparative advantage
19 (particularly over the existing isolated location on Bombing Range
20 Road) that would benefit the County economy and, in this case,
21 result in no net loss of agriculturally zoned property." Record 79;
22 Response Brief 12.

23 The board's findings do not explain why the data center use must be
24 located on resource lands. The first assignment of error is sustained in part.

1 **SECOND ASSIGNMENT OF ERROR**

2 **A. OAR 660-004-0020(2)(b)**

3 We described the alternative site evaluation process in *Columbia*
4 *Riverkeeper*, 70 Or LUBA 171:

5 “Once the local government has identified sufficient ‘[r]easons
6 under OAR 660-004-0020(2)(a), and in this case OAR 660-004-
7 0022(3), to authorize a use not allowed by the applicable goal, the
8 next step is to demonstrate that ‘[a]reas that do not require a new
9 exception cannot reasonably accommodate the use.’ OAR 660-004-
10 0020(2)(b) (the reasonable accommodation standard). This step
11 requires evaluation of alternative sites within existing exception
12 areas, irrevocably committed resource lands, and urban growth
13 boundaries.

14 “Once the local government has demonstrated that the proposed use
15 cannot be reasonably accommodated on lands that do not require a
16 new exception, the local government must demonstrate that the
17 ‘long-term environmental, economic, social and energy [ESEE]
18 consequences resulting from the use at the proposed site * * * are
19 not significantly more adverse than would typically result from the
20 same proposal being located in [other] areas requiring a goal
21 exception [.]’ OAR 660-004-0020(2)(c) (the ESEE standard). This
22 step requires an evaluation of the ESEE consequences of developing
23 the exception area, compared with the typical ESEE consequences
24 of developing other resource lands.

25 “Additionally, the local government must determine that the
26 ‘proposed uses are compatible with other adjacent uses or will be so
27 rendered through measures designed to reduce adverse impacts.’
28 OAR 660-004-0020(2)(d) (the compatibility standard).

29 “Finally, at the end of the process, the local government must adopt
30 plan and zone designations that effectively ‘limit the uses, density,
31 public facilities and services, and activities to only those that are
32 justified in the exception.’ OAR 660-004-0018(4)(a).” *Id.* at 178-79.

1 In its second assignment of error, petitioner argues that the “exception fails
2 to address possible alternative areas or explain why areas that do not require an
3 exception cannot reasonably accommodate the use.” Petition for Review 23.
4 Although we reject a number of petitioner’s arguments, we agree with petitioner
5 that the board of county commissioners has not adequately explained why
6 alternative areas cannot accommodate the use, and sustain the assignment of
7 error.

8 Contrary to petitioner’s assertion, the findings address alternative sites.
9 The board of county commissioners found that:

10 “[R]easonable alternative locations that do not require an exception
11 cannot reasonably accommodate the proposed use. As support for
12 this conclusion, the Board relies upon the detailed alternatives
13 analysis prepared by the Port and dated December 20, 2019. In this
14 analysis, the Port presented specific reasons why each of the
15 alternatives identified by [petitioner], including those within
16 existing Port industrial parks, could not reasonably accommodate
17 the proposed use. [] The Board finds that the Port’s analysis was
18 based upon the site-selection limitations applicable to the data center
19 use. [] The Board finds that [petitioner’s] testimony does not
20 undermine the detailed and credible alternatives analysis presented
21 by the Port. * * * The Board also relies upon testimony from two
22 cities near the Paterson Ferry Road Property (Boardman to the west
23 and Irrigon to the east) that they could not accommodate the
24 proposed data center campus within their respective city limits.”
25 Record 80.

26 Findings must be based on substantial evidence in the whole record, that
27 is, evidence a reasonable person would rely upon to support a decision. *Dodd*,

1 317 Or 172; *Younger*, 305 Or 346. Substantial evidence supports the board of
2 commissioner’s decision.

3 Contrary to petitioner’s assertion, the decision maps or describes the
4 location of potential alternative sites. Record 80, 251-52. Those materials satisfy
5 the requirement that the exception decision “indicate on a map or otherwise
6 describe the location of possible alternative areas considered for the use that do
7 not require a new exception.” OAR 660-004-0020(2)(b)(A).

8 The county found that the proposed data center use requires a location
9 close to agricultural uses for disposal of wastewater, proximity to 115 kV
10 transmission lines of power and approximately 85 acres. The county relied on a
11 letter from the Executive Director of the Port in support of the application dated
12 December 6, 2019, which states, in part:

13 “According to the Developer, its site needs are as follows:

14 “• Size: 85+ contiguous acres

15 “• Shape: Generally square or rectangular in order to accommodate
16 necessary positioning of Developer’s improvements.” Record 408-
17 09.

18 The county did not make any findings explaining why the data center use requires
19 a land area of 85 or more acres, and no party has pointed to any evidence in the
20 record that provides that explanation.

21 In the petition for review, petitioner argues that the county’s decision is
22 not supported by substantial evidence because the Port, rather than the ultimate

1 data center operator, provided the description of the site requirements, and the
2 record does not include information from the ultimate operator beyond the Port's
3 statement describing the site requirements. Petition for Review 25-26. According
4 to petitioner, "An applicant who fails to provide a business record of the
5 developer's requirements or a document generated by the developer itself does
6 not provide substantial evidence of the locational requirements." Petition for
7 Review 26.

8 We do not understand petitioner to argue that the county's decision is not
9 supported by substantial evidence because the Port's description of the site
10 requirements is not credible since it is not accompanied by any explanatory
11 information; only that the evidence regarding the site requirements is not credible
12 because it was provided by the Port, rather than the ultimate data center operator.¹
13 *Id.* However, petitioner does not identify a basis for error in the county's reliance
14 on the Port's characterization of the site requirements, or any requirement in the
15 exception rules that the ultimate user of the property be the party to introduce
16 evidence into the record. Contrary to petitioner's assertion, intervenor was
17 allowed to describe the developer's site requirements. We therefore turn to
18 specific sites discussed in the alternatives analysis. Sites within or adjacent to the

¹ If petitioner had made the former argument, we likely would agree that the county's decision is not supported by substantial evidence where the record includes only a statement from the Port regarding site requirements, unsupported by any other explanatory information.

1 PI zone are described at Record pages 251-55 and we number them A1-A14.
2 Sites within the General Industrial (MG) zone, as well as additional sites adjacent
3 to the PI zone, are described at Record pages 256-58 and we number them B1-
4 B9.

5 **1. Alternative Sites Properly Removed From Consideration**

6 **a. Sites Requiring an Exception**

7 OAR 660-004-0020(2)(b) provides that approving a reasons exception
8 requires a determination that “Areas that do not require a new exception cannot
9 reasonably accommodate the use.” The alternatives analysis explains that Sites
10 A7, A8, A9, A10 and sites B1, B2, B3, B4 and B5 require an exception. Record
11 254, 256-57. Further analysis of these sites is not required.

12 **b. Sites Failing to Meet the Developer’s Minimum Site Size**

13 The developer’s site requirements include a minimum site size of 85 acres.
14 Site A13 (as well as Sites B4 and B5, excluded from further consideration above)
15 does not meet the minimum property size and does not require further analysis.
16 Petitioner argues in its petition that the consideration should have been given to
17 combining sites to achieve the minimum lot size. The county was only required
18 to consider specific sites identified by petitioner. *See* OAR 660-04-0020(2)(b)(C)
19 (“Site specific comparisons are not required of a local government taking an
20 exception unless another party to the local proceeding describes specific sites that
21 can more reasonably accommodate the proposed use.”). Absent any argument
22 below that proposed combining lots, and petitioner has identified none, the

1 county was not required to independently assess whether alternative sites could
2 accommodate the proposed use by combining lots to meet the 85-acre need.

3 **c. Sites Unavailable Due to Level of Investment in Other Use**
4 **or Ownership Status**

5 Sites A1 and A2 are the sites of a fully designed and funded rail project,
6 and the remainder parcels existing post-development of the rail project do not
7 meet the developer's minimum site size. Site A3 is the site of a proposed digester
8 facility to process wastewater. It is 100 percent designed and permitting is almost
9 complete. Site A11 is being developed with a data center by the site owner. Site
10 A12 is being developed with a substation. We held in *1000 Friends v. Jackson*
11 *County*, 76 Or LUBA 270, 292 (2017), *aff'd in part, rev'd in part*, 292 Or App
12 173, 423 P3d 793 (2018), *rev dismissed*, 365 Or 657 (2019), that if a proposed
13 solar facility could connect to other substations with capacity, the alternatives
14 must consider those sites even if the applicant already had a contract with one
15 provider. Here, there is substantial evidence that the identified sites are
16 committed to other investment intensive uses and do not have capacity to
17 accommodate the data center use.

18 **2. Sites Requiring Further Consideration**

19 We agree with petitioner that the county's decision does not adequately
20 explain its conclusion that there are *no* reasonable alternative locations on non-
21 resource lands. Further analysis of the following sites is necessary.

1 **a. Sites Lacking Evidence of Investment in Physical**
2 **Development or Inability to Acquire**

3 The alternatives analysis relied upon by the board disregarded some
4 alternatives on non-resource lands based upon either the existing use or
5 contractual obligations, without an inquiry into whether the site might
6 nonetheless be available for the data center use. In *Columbia Riverkeeper*, we
7 explained that:

8 “[A]bsent evidence that PGE is categorically unwilling to sublease
9 part or all of its leasehold to other industrial users, or that the leased
10 lands cannot otherwise be reasonably made available for
11 development through acquisition or termination of the leasehold
12 interest, the fact that 445 vacant areas is subject to PGE’s leasehold
13 does not mean that such lands are unavailable or cannot reasonably
14 accommodate proposed rural industrial uses. In conducting the
15 alternative sites analysis required by OAR 660-004-0020(2)(b), the
16 county cannot limit its analysis to lands controlled by the applicant,
17 or conclude that an alternative site controlled by others is not
18 available for industrial development simply due to different
19 ownership or control.” 70 Or LUBA 171, 195.

20 With respect to a site the county dismissed because it would require
21 acquisition of more parcels, we held in *Columbia Riverkeeper* that the findings
22 must explain “why unspecified economic costs associated with assembling
23 parcels combined with other factors, means that the * * * site cannot reasonably
24 accommodate the proposed uses.” *Id.* at 199. Here, the board of commissioners
25 must evaluate whether land under contract, Site A5, or currently used for the
26 disposal of wastewater, A14, may nonetheless be available for data center use
27 because it is not clear that these sites are committed to incompatible development.

1 Similarly, Site B9 was dismissed from consideration because it is in federal
2 ownership and its ownership transfer timeline is unknown. The fact that the
3 timing of transition is unknown does not mean that it is necessarily unknowable
4 and outside the data center development window. Further information is required
5 in order to determine whether these properties could be made available for the
6 datacenter in a timely manner.

7 **b. Sites Lacking Evidence of the Additional Cost of**
8 **Development**

9 The board of commissioners dismissed Site B8 from consideration because
10 much of the site is covered in wetlands and removal and fill of the wetlands will
11 increase risk and will increase costs in an amount in the tens of thousands of
12 dollars. Record 256. With respect to the presence of wetlands, we concluded in
13 *Columbia Riverkeeper* that “the mere presence of wetlands is not sufficient basis
14 to reject an alternative site, absent findings and evidence that due to regulatory,
15 cost or other relevant factors it is unreasonable to expect that the site can be
16 developed.” 70 Or LUBA 171, 198.. Here, there is no discussion of the relative
17 cost associated with the wetlands to the cost of the data center development as a
18 whole.

19 Similarly, the board erred in excluding Sites A4 and A6 because they were
20 too close to other existing or planned data centers to avoid general, undefined,
21 issues of facility proximity and interdependence, without a discussion of the
22 nature of those issues, potential for mitigation of problems with interdependence

1 and the relative development cost to address them. Additional evaluation of these
2 sites is required.

3 **3. Sites Inconsistent With Extension of Facilities to Depot**
4 **Site**

5 Lastly, we also agree with petitioner that the inconsistency of Sites B6, B7
6 and B8 with intervenor's objective of ultimately extending services out to the
7 Depot is not a sufficient basis for concluding that none of those sites can
8 reasonably accommodate the proposed use. Extension of facilities to the Depot
9 site is unrelated to the data center's siting requirements and not a basis for
10 excluding an alternative site.²

11 This subassignment of error is sustained.

12 **B. OAR 660-004-0020(2)(c)**

13 Once the local government has demonstrated that the proposed use cannot
14 be reasonably accommodated on lands that do not require a new exception, the
15 local government must demonstrate that the "long-term environmental,
16 economic, social and energy [ESEE] consequences resulting from the use at the
17 proposed site * * * are not significantly more adverse than would typically result
18 from the same proposal being located in [other] areas requiring a goal

² Proximity to residential uses is not a valid reason for excluding Sites B6 and B7 from further consideration because distance from residential uses is a developer site preference, not a site requirement.

1 exception[.]” OAR 660-004-0020(2)(c) (the ESEE standard).³ This step requires
2 an evaluation of the ESEE consequences of developing the exception area,
3 compared with the typical ESEE consequences of developing other resource
4 lands. Petitioner argues that the board’s findings are inadequate to show that the
5 ESEE consequences of developing the exception area are not significantly more
6 adverse than the typical ESEE consequences of developing other resource lands.⁴

7 Respondents respond that the ESEE Standard only required the county to
8 complete a detailed ESEE evaluation of specific alternative sites if the sites were
9 “described with facts to support the assertion that the sites have significantly
10 fewer adverse impacts during the local exceptions proceeding.” OAR 660-004-
11 0020(2)(c). The board concluded during the local proceeding that petitioner did
12 not describe alternative resource sites with facts to support the assertion that the

³ OAR 660-004-0020(2)(c) requires that the county determine that:

““The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site.””

⁴ Petitioner argues that other sites identified by petitioner are better because they would not encourage the extension of facilities to the Depot site to the same extent, and that the county cannot “ignore the applicant’s intent and enhanced ability to further develop EFU land north of I-84 for industrial uses [if] allows the proposed data center on the exception area.” Petition for Review 30.

1 sites have fewer adverse impacts.⁵ Petitioner does not point to any place in the
2 record that describes with facts to support its assertion that developing the use on
3 alternative sites on resource lands identified by petitioner have significantly
4 fewer adverse impacts than developing the use on the subject property.
5 Accordingly, we agree with respondents that the county was not required to
6 complete a detailed ESEE analysis of other resource sites. Petitioner’s arguments
7 provide no basis for reversal or remand of the decision.

8 This assignment of error is sustained in part.

9 **DISPOSITION**

10 Petitioner requests reversal of the challenged decision and, in the
11 alternative, requests remand. OAR 661-010-0071(1)(c) provides that LUBA shall
12 reverse a land use decision when the “decision violates a provision of applicable
13 law and is prohibited as a matter of law.” OAR 661-010-0071(2)(b) provides that
14 LUBA shall remand a land use decision when the “decision is not supported by

⁵ The board found:

“[A]lternative sites identified by Friends on the record do not require further consideration under this aspect of the rule for two reasons. First, the Board is only required to conduct a ‘detailed evaluation of specific alternative sites’ when the sites are ‘specifically described with facts to support the assertion that the sites have significantly fewer adverse impacts.’ The Board finds that [petitioner’s] list of alternative sites did not present this ‘specific’ factual description. Additionally, the Board finds that none of the sited identified by [petitioner] could host the use for the reasons explained in the Port’s December 20, 2019 alternatives analysis.” Record 82-83.

1 substantial evidence in the whole record.” We sustained part of the first
2 assignment of error based on inadequate findings and a lack of substantial
3 evidence, and part of the second assignment of error based upon an insufficient
4 analysis of alternative locations. Remand is the appropriate disposition.

5 The county’s decision is remanded.



EXECUTIVE ORDER NO. 20-32

**DETERMINATION OF A STATE OF DROUGHT EMERGENCY IN
MORROW AND WHEELER COUNTIES DUE TO UNUSUALLY LOW
WATER SUPPLIES AND HOT, DRY CONDITIONS**

At the request of Morrow County (by Resolution 2020-20 dated July 1, 2020) and Wheeler County (by Resolution 2020-23, dated July 1, 2020), and based on the recommendations of the Drought Readiness Council and the Water Supply Availability Committee, and pursuant to ORS 536.740, I find the continuing dry conditions and lack of precipitation have caused natural and economic disaster conditions in these two counties.

Forecasted water supply conditions are not expected to improve, and drought is likely to have significant economic impacts on the farm, forest, recreation, tourism, drinking water, and natural resources sectors, as well as impacts on fish and wildlife and other natural resources which are dependent on adequate precipitation and streamflow in these areas. Extreme conditions have already affected local growers, and increased the potential for fire, a loss of economic stability, shortened growing season, and decreased water supplies.

Conditions continue to be monitored by the state's natural resource and public safety agencies, including the Oregon Water Resources Department and the Oregon Office of Emergency Management.

Preparation and resiliency to drought are vital to the health and safety of persons, property, and the economic security of the citizens and businesses. I therefore declare that a severe, continuing drought emergency exists in Morrow and Wheeler counties.

NOW, THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:

- I. The Oregon Department of Agriculture is directed to coordinate and provide assistance in seeking federal resources to mitigate drought conditions and to assist in agricultural recovery in Morrow and Wheeler counties.



EXECUTIVE ORDER NO. 20-32
PAGE TWO

- II. The Oregon Water Resources Department and the Water Resources Commission are directed to coordinate and provide assistance to water users in Morrow and Wheeler counties as the Department and Commission determine is necessary and appropriate in accordance with ORS 536.700 to 536.780.
- III. The Oregon Water Resources Department is directed to seek information from the Oregon Department of Fish and Wildlife to help understand the impacts of water availability on Oregon's fish and wildlife, as necessary and appropriate in accordance with ORS 536.700 to 536.780.
- IV. The Office of Emergency Management is directed to coordinate and assist as needed with assessment and mitigation activities to address current and projected conditions in Morrow and Wheeler counties.
- V. All other state agencies are directed to coordinate with the above agencies and to provide appropriate state resources as needed to assist affected political subdivisions and water users in Morrow and Wheeler counties.
- VI. This Executive Order expires on December 31, 2020.

Done at Salem, Oregon, this 21st day of July 2020.

Handwritten signature of Kate Brown in black ink.

Kate Brown
GOVERNOR

ATTEST:

Handwritten signature of Bev Clarno in blue ink.

Bev Clarno
SECRETARY OF STATE

