

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, November 18, 2020 at **1:00 p.m.**
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
See Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance: 1:00 p.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. Approve Accounts Payable & Payroll Payables
5. **Public Hearing for Supplemental Budget Resolution – Resolution No. R-2020-24**
6. **Business Items**
 - a. Resolution No. R-2020-25: Creation of the Resiliency Fund (Kate Knop, Finance Director)
 - b. Resiliency Grants Update (Gregg Zody, Community Development Director)
 - c. OSHA (Occupational Safety & Health Administration) COVID-19 Temporary Rules (Lindsay Grogan, Human Resources Manager)
 - d. Columbia River Enterprise Zone III Intergovernmental Agreement
 - e. Electrical Services Award and Contract (Matt Scrivner, Public Works)
 - f. Plumbing Services Award and Contract (Matt Scrivner)
 - g. Morrow County Emergency Operations Center Update
 - i. New Statewide Pause Mandate
 - h. Irrigon Building Update (Darrell Green)
 - i. BOC Meeting Schedule
 - j. Waste Connections Bid for Business (Commissioner Russell)
7. **Department Reports**
 - a. Community Development Department Report (Gregg Zody)
 - b. Treasurer’s Monthly Report (Gayle Gutierrez)
8. **Correspondence**
9. **Commissioner Reports**
10. **Sign documents**
11. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the

Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom 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/j/5416762546>



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

(For BOC Use)
Item #
5

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

Staff Contact: Kate Knop
Department: Finance Department
Short Title of Agenda Item: Public Hearing - Supplemental Budget R-2020-24 for Various Funds
Phone Number (Ext): 5302
Requested Agenda Date: 11/18/2020
(No acronyms please)

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

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

Reviewed By:
Kate Knop 11/16/20 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The attached budget resolution request R-2020-24 in the matter of increasing appropriations within the Morrow County General Fund, Road Fund, Fair Fund, Safety Fund, Equity Fund, and create the Resiliency Fund, Pursuant to ORS 294.463(2).

The General Fund - increases appropriations in #101-105 - Clerks office, in the amount of \$30,000, to purchase security equipment with grant funds; and #101-124 - Transfer to Other Funds, move appropriations from a transfer to Equity Fund <\$500,000> to Resiliency Fund \$500,000, and increase transfer to Fair Fund by \$33,165.

The Road Fund - increases appropriations in #202-220 - Road, in the amount of \$3,618,040, for the Nextera and Amazon Road Use Agreements. The appropriations will include an increase materials & services by \$1,618,040 and capital outlay by \$2,000,000.

The Fair Fund - increases appropriations by \$33,165 for the transfer of Cultural Trust dollars from the General Fund for capital outlay improvements.

The Safety Fund - increases appropriations for the additional CARES dollars spent in the amount of \$21,363.36.

The Equity Fund - decreases appropriations in the amount of <\$500,000> that will be transferred to the Resiliency Fund.

The Resiliency Fund - is a new fund and establishes appropriations in the amount of \$750,000 which includes grant revenue in the amount of \$250,000, and transfer from General Fund by \$500,000.

2. FISCAL IMPACT:

The net fiscal impact is an increase in budget appropriations in the amount of \$3,985,733.35 and the revised total appropriations budgeted for fiscal year 2020-2021 is \$54,484,922.

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

Move to approve Supplemental Budget Resolution R-2020-24 as written.

Attach additional background documentation as needed.

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL) RESOLUTION NO. R-2020-24
 YEAR BEGINNING JULY 1, 2020)

BE IT RESOLVED that the Morrow County Board of Commissioners hereby adopts the Supplemental Budget for the fiscal year beginning July 1, 2020. Which is required in order to expend additional resources, create additional appropriation authority and,

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2020, for the following purposes:

	Current Appropriations	Increase (Decrease)	Amended Budget
<u>GENERAL FUND</u>			
Clerks Dept	\$ 346,657	\$ 30,000	\$ 376,657
Transfer to Other Funds	\$ 1,080,172	\$ 33,165	\$ 1,113,337
Total Increase/(Decrease) General Fund	\$ 20,711,158	\$ 63,165	\$ 20,774,323
<u>ROAD FUND</u>			
Road Dept.	\$ 7,790,421	\$ 1,618,040	\$ 9,408,461
Capital Outlay	\$ 70,000	\$ 2,000,000	\$ 2,070,000
Contingency	\$ 1,000,000	\$ 0	\$ 1,000,000
Total Increase/(Decrease) Road Fund	\$ 8,860,421	\$ 3,618,040	\$ 12,478,461
<u>FAIR FUND</u>			
Capital Outlay	\$ 0	\$ 33,165	\$ 33,165
Total Increase/(Decrease) Fair Fund	\$ 409,390	\$ 33,165	\$ 442,555
<u>SAFETY FUND</u>			
Materials & Services	\$ 22,356	21,363	\$ 43,719
Total Increase/(Decrease) Safety Fund	\$ 22,356	\$ 21,363	\$ 43,719
<u>EQUITY FUND</u>			
Materials & Services	\$ 523,000	\$ (500,000)	\$ 23,000
Total Increase/(Decrease) Equity Fund	\$ 523,000	\$ (500,000)	\$ 23,000
<u>Resiliency Fund</u>			
Materials & Services	\$ 0	750,000	\$ 750,000
Total Increase/(Decrease) Resiliency Fund	\$ 934,305	\$ 750,000	\$ 750,000
Total APPROPRIATIONS, All Funds			\$ 47,549,139
Total Unappropriation and Reserve Amounts, All Funds			\$ 6,935,783
TOTAL ADOPTED BUDGET			\$ 54,484,922

Dated this 18th day of November 2020.

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

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Approved as to Form:

Morrow County Counsel

PACKET: 00143-R-2020-24 Supp Bdgt

BUDGET CODE: CB-Current Budget

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

Budget Adj. # 000299							
202 220-3-80-7079	11/18/2020	Road Use Ag: Nexter ROAD USE AGREEMENTS DEPT: ROAD DEPARTMENT	1,618,039.99	0.00	0.00	3,618,039.99-	3,618,039.99-
202 220-3-80-7079	11/18/2020	Road Use Ag: Amazon ROAD USE AGREEMENTS DEPT: ROAD DEPARTMENT	2,000,000.00	0.00	0.00	3,618,039.99-	3,618,039.99-
202 220-5-20-2504	11/18/2020	Road Use Ag: Nexter ASPHALT & FREIGHT - LIQUI DEPT: ROAD DEPARTMENT	156,223.10	1,763,006.00	0.00	1,919,229.10	1,262,439.27
202 220-5-20-3440	11/18/2020	Road Use Ag: Nexter CONTRACT SERVICES & CHARG DEPT: ROAD DEPARTMENT	1,354,805.34	978,000.00	0.00	2,436,013.59	1,853,287.28
202 220-5-20-2320	11/18/2020	Road Use Ag: Nexter PAINTS & PAINTING SUPLYS- DEPT: ROAD DEPARTMENT	3,803.30	100,000.00	0.00	103,803.30	48,263.22
202 220-5-20-3440	11/18/2020	Road Use Ag: Nexter CONTRACT SERVICES & CHARG DEPT: ROAD DEPARTMENT	16,800.00	978,000.00	0.00	2,436,013.59	1,853,287.28
214 100-3-90-3824	11/18/2020	CARES - Cultural Tr TRANSFER FROM GEN. FUND DEPT: NON-DEPARTMENTAL	33,165.00	0.00	0.00	33,165.00-	33,165.00-
214 100-5-40-4409	11/18/2020	CARES - Cultural Tr BUILDING - GROUNDS DEPT: NON-DEPARTMENTAL	33,165.00	0.00	0.00	33,165.00	33,165.00
101 124-5-50-5364	11/18/2020	Tfr to Resiliency TRANSFER TO EQUITY FUND DEPT: TRANSFER TO OTHER FUNDS	500,000.00-	500,000.00	0.00	0.00	0.00
101 124-5-50-5365	11/18/2020	Tfr to Resiliency TRANSFER TO RESILIENCY FUND DEPT: TRANSFER TO OTHER FUNDS	500,000.00	0.00	0.00	500,000.00	500,000.00
240 240-3-90-3821	11/18/2020	Tfr to Resiliency F TRANSFER FROM GENERAL FUND DEPT: EQUITY FUND	500,000.00-	500,000.00-	0.00	0.00	0.00
240 240-5-20-2410	11/18/2020	Tfr to Resiliency F OTHER EXPENSES DEPT: EQUITY FUND	500,000.00-	521,000.00	0.00	21,000.00	21,000.00
101 105-3-60-4187	11/18/2020	Clerk - Security Gr MISC REVENUE DEPT: COUNTY CLERK	30,000.00	50.00-	0.00	30,050.00-	30,050.00-

PACKET: 00143-R-2020-24 Supp Bdgt

BUDGET CODE: CB-Current Budget

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

Budget Adj. # 000299							
101 105-5-40-4405	11/18/2020	Clerk - Security Gr SECURITY DEPT: COUNTY CLERK	30,000.00	0.00	0.00	30,000.00	30,000.00
540 540-3-90-3821	11/18/2020	Tfr From Gen Fund TRANSFER FROM GENERAL FUND DEPT: RESILIENCEY FUND	450,000.00	0.00	0.00	500,000.00-	500,000.00-
540 540-3-90-3821	11/18/2020	Tfr From Gen Fund T TRANSFER FROM GENERAL FUND DEPT: RESILIENCEY FUND	50,000.00	0.00	0.00	500,000.00-	500,000.00-
228 100-3-80-7075	11/18/2020	CARES Reimb REIMBURSEMENT DEPT: NON-DEPARTMENTAL	21,363.36	0.00	0.00	21,363.36-	21,363.36-
228 100-5-20-2378	11/18/2020	CARES Reimb SAFETY SUPPLIES DEPT: NON-DEPARTMENTAL	21,363.36	22,356.00	0.00	43,719.36	23,288.16
540 540-3-30-3575	11/18/2020	Tillamook Grant GRANTS DEPT: RESILIENCEY FUND	250,000.00	0.00	0.00	250,000.00-	250,000.00-
540 540-5-20-2410	11/18/2020	Tillamook Grant GRANTS DEPT: RESILIENCEY FUND	250,000.00	0.00	0.00	750,000.00	750,000.00
202 220-5-20-3440	11/18/2020	Road Use Ag - Next CONTRACT SERVICES & CHARG DEPT: ROAD DEPARTMENT	86,408.25	978,000.00	0.00	2,436,013.59	1,853,287.28
202 220-5-40-4513	11/18/2020	Road Use Ag - Amaz WILSON-OLSON PROJECT DEPT: ROAD DEPARTMENT	2,000,000.00	0.00	0.00	2,000,000.00	1,923,379.62
540 540-5-20-2410	11/18/2020	Tillamook Grant GRANTS DEPT: RESILIENCEY FUND	50,000.00	0.00	0.00	750,000.00	750,000.00
540 540-5-20-2410	11/18/2020	Grants to Businesse GRANTS DEPT: RESILIENCEY FUND	450,000.00	0.00	0.00	750,000.00	750,000.00
101 199-3-30-3559	11/18/2020	Increase in Cult Tr CULTURAL TRUST GRANT DEPT: NON-DEPARTMENTAL	33,165.00	8,000.00-	0.00	41,165.00-	32,340.00-
101 124-5-50-5353	11/18/2020	Increase in Cult Tr TRANSFER TO FAIR DEPT: TRANSFER TO OTHER FUNDS PACKET NOTES:	33,165.00	0.00	0.00	33,165.00	33,165.00

PACKET: 00143-R-2020-24 Supp Bdgt

BUDGET CODE: CB-Current Budget

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

Budget Adj. # 000299							

TOTAL NO. ADJUSTMENTS--REVENUE: 10 3,985,733.35

TOTAL NO. ADJUSTMENTS--EXPENSE: 16 3,985,733.35

TOTAL IN PACKET-- 7,971,466.70

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #
6a

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

Staff Contact: Kate Knop Phone Number (Ext): 5302
Department: Finance Department Requested Agenda Date: 11/18/2020
Short Title of Agenda Item: Resolution - R-2020-25 Establishing a New Resiliency Fund
(No acronyms please)

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

Kate Knop 11/16/20 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

Please refer to the attached Resolution R-2020-25 establishing a new Resiliency Fund.

2. FISCAL IMPACT:

No fiscal impact.

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

Move to approve Resolution R-2020-25 as written.

Attach additional background documentation as needed.

BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

RESOLUTION R-2020-25

Oregon Budget Law allows a local government's governing body to establish a reserve fund by ordinance or resolution (ORS 294.346) to hold moneys to be accumulated and expended for the purposes specified in ORS 280.050 (providing funds for financing cost of services, projects, property and equipment).

The Resiliency Fund is a necessary fund to be established to hold moneys designated and expended for the distribution of grants and/or loans to businesses and programs as outlined by the Board of Commissioners.

For these reasons, the Resiliency Fund will be established. An intra-fund transfer will be made to unify the current fiscal year's budgetary appropriations with those of the Transfer to Other Funds, in the General Fund.

Oregon Local Budget Law (ORS 294.346) and the Local Budgeting Manual written by the Department of Revenue define budgetary funds, including the fund types used for budgeting and accounting available for use by local governments.

NOW, THEREFORE, BE IT RESOLVED THE MORROW COUNTY BOARD OF COMMISSIONERS, as follows:

1. The establishment of the Resiliency Fund is authorized.

This resolution will take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Dated this 18th day of November 2020.

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

Melissa Lindsay, Chair

Approved as to Form:

Don Russell, Commissioner

Morrow County Counsel

Jim Doherty, Commissioner



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #
66

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

Presenter at BOC: Gregg Zody
Department: Community Development
Short Title of Agenda Item:

Phone Number (Ext): 5605
Requested Agenda Date: 11/18/20

(No acronyms please)

Resiliency Fund and Tillamook Grant updates

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

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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Total Contract Amount:

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

Through:

Budget Line:

Reviewed By:

Gregg Zody, 11/16/20 Department Director

Required for all BOC meetings

[Signature] DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

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

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

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

As of 5:02 p.m. Friday, November 13, 2020, staff received a total of 62 Resiliency Fund applications, and 14 Tillamook/Morrow County/Business Oregon applications were received. Staff is currently reviewing the applications prior to convening the respective Committees for recommended award amounts.

2. FISCAL IMPACT:

n/a

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

n/a

Attach additional background documentation as needed.



EXECUTIVE ORDER NO. 20-65

TEMPORARY FREEZE TO ADDRESS SURGE IN COVID-19 CASES IN OREGON

Since January 2020, the State of Oregon has been engaged in responding to the public health threat posed by the novel infectious coronavirus (COVID-19). As the threat escalated, the State's response elevated to meet the threat. On March 8, 2020, I declared a state of emergency pursuant to ORS 401.165 et seq., and directed certain immediate response actions. Thereafter, the World Health Organization declared that the COVID-19 outbreak is a global pandemic, and the President of the United States declared the COVID-19 outbreak a national emergency.

During March and April 2020, as COVID-19 continued to spread around the world, I took a series of actions aimed at slowing the spread of the virus, and to mitigate the public health and economic impacts of the pandemic. On March 23, 2020, I ordered Oregonians to "Stay Home, Save Lives," directing individuals to stay home to the greatest extent possible, ordering the closure of specified retail businesses, requiring physical distancing measures for other public and private facilities, and imposing requirements for outdoor areas and licensed childcare.

Those actions helped prevent and control the spread of COVID-19 in Oregon, and increased the state's preparedness to live with this virus until a vaccine or cure can be found. Following the success of these early measures, in late April and early May 2020, I began to take steps to ease the restrictions that had been imposed in March and April. I signed executive orders directing the State to begin a data-driven, phased reopening.

This reopening process has been gradual and cautious, and has not been linear. In response to rising case numbers during the summer, I imposed additional measures, including face-covering requirements for individuals. Outbreaks and community spread in certain counties also have required us to reimpose restrictions at times, to maintain public health and safety. Even before the current surge in cases, it was clear that continued work was necessary to bring virus levels down to where it is safe for K-12 schools across the state to fully reopen for in-person instruction, among other critical priorities.

Over the past nine months, Oregon has fared better than many other states when it comes to the health impacts of COVID-19. However, this virus has remained very dangerous even in Oregon. As of today, there have been at least 58,570 cases and 778 deaths in Oregon, with more than 11 million cases and more than 247,000 deaths from COVID-19 nationwide.



EXECUTIVE ORDER NO. 20-65
PAGE TWO

And right now, in Oregon, like the rest of the country, new cases of COVID-19 are spiking at an alarming rate, as we enter cold and flu season, as the weather turns and grows colder, and as Oregonians spend more time indoors. We have gone from seeing around 200-300 cases a day in September, to over 1,000 cases a day in mid-November. These cases are occurring in communities around the state. And test positivity is increasing sharply as well, an indication that COVID-19 is widespread in our communities.

This is a very dangerous situation.

As a result, our hospitals have been sounding the alarm. Hospital census due to COVID patients needing hospitalization is growing rapidly across most of the state. Hospitals have started to utilize tools to maximize patient access to hospital beds, but the tools are not infinite. In recent days, several hospitals across the state have voluntarily begun to reduce some surgeries to preserve beds and staff capacity. This is not just happening in Oregon. The dreaded winter surge is here. Infection records are being set in states across the country. This means we cannot look to other states to share their staffing and hospital beds because they too are experiencing the surge.

The cycle of this virus is such that if we are seeing case rates topping 800-1,000 per day now, that means our hospitals are headed for very dark days ahead. Actions taken now will help prevent lives from being lost—not just from COVID-19, but from other diseases or accidents that lead people to need hospital-level care, which they would not be able to get if hospital beds and hospital staff are fully occupied with COVID-19 patients.

The situation is dire, and requires an urgent, immediate, and decisive response to quell the current surge in COVID-19 infections, before it is too late.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

Pursuant to ORS 401.168, ORS 401.175, ORS 401.188, ORS 433.441, and ORS 401.035, I am ordering the following:

1. **Effective date:** This Executive Order is effective Wednesday November 18 through Wednesday December 2, unless extended or terminated earlier by the Governor.



EXECUTIVE ORDER NO. 20-65
PAGE THREE

2. **Temporary freeze to control surging COVID-19 cases:** In light of the ongoing spike in COVID-19 cases, the state will enter a “freeze period” for the duration of this Executive Order. During the freeze period, the following restrictions will be in place, with additional definitions, details, and safety protocols outlined in Oregon Health Authority (OHA) guidance for activities that are allowed to proceed.

3. **Gatherings during the freeze period:** Gatherings present particular risks for the spread of COVID-19, as sustained contact with others in large or small groups presents an increased risk of spreading the disease and, in the event an infected person attends a large gathering, makes the work of rapid, effective contact-tracing much more difficult. Accordingly, pursuant to ORS 401.168(1), ORS 401.188(2), and ORS 433.441(3)(a), (b), (d) and (f):
 - a. **At home and social gatherings,** as defined in OHA guidance, are limited to a maximum of 6 people, from not more than two households.

 - b. **Faith institutions** may remain open, but are limited to a maximum of 25 people indoors, or 50 outdoors, and must comply with applicable OHA guidance. No food or drinks may be served for on-site consumption, unless integral to a religious service. During the freeze period, individuals and institutions are strongly encouraged to consider remote, drive in, or outdoor options, or canceling or postponing the event, if possible.

 - c. **Funeral services/ceremonies held at funeral homes, mortuaries, cemeteries or faith institutions** may take place, but are limited to a maximum of 25 people indoors, or 50 outdoors, and must comply with applicable OHA guidance. No food or drinks may be served for on-site consumption, unless integral to a religious service.

 - d. Paragraph 3 of this Executive Order does not apply to workplaces, banks and credit unions, gas stations, hotels or motels, shelter and meal programs, encampments of people experiencing homelessness, health care facilities, pharmacies, child care facilities, schools, higher education institutions, the state executive, legislative, and judicial branches, federal government, local governments, and tribal governments, or other businesses or activities (e.g., retail, including



EXECUTIVE ORDER NO. 20-65
PAGE FOUR

grocery stores) that are subject to other directives in my Executive Orders or OHA guidance.

- e. The Governor, or OHA with the Governor's approval, may modify the directives of paragraph 3 of this Executive Order, via guidance, as necessary.

4. **Business and sector-specific restrictions during the freeze**

period: Pursuant to ORS 401.168(1), ORS 401.188(1) to (3), and ORS 433.441(3)(a), (b), and (f), businesses must comply with any applicable OHA guidance, including but not limited to employer guidance, and face coverings guidance, which may be amended from time to time. Additionally, the following requirements apply:

a. **Food and drink establishments:**

- (1) During the freeze period, restaurants, bars, taverns, brew pubs, wine bars, wineries, cafes, food courts, coffee shops, clubs, or other similar establishments that offer food or drink may not offer or allow on-premises consumption of food or drink, inside or outside. Establishments may offer food or drink for off-premises consumption (e.g., take-out or drive-through) or for delivery.
- (2) Paragraph 4(a)(1) of this Executive Order does not apply to health care facilities, child care facilities, workplaces, government buildings, emergency response activities, school-based food programs, encampments of people experiencing homelessness, and shelter and meal programs serving vulnerable populations. Such places are encouraged to use physical distancing, staggered schedules, take-out, and other similar measures to reduce the risk associated with the spread of COVID-19, and must follow any applicable OHA guidance.

- b. **Certain businesses and activities closed/prohibited during the freeze period:** Subject to any modifications made to the following list (through OHA guidance, at the direction of the Governor), operation of the following businesses and activities are prohibited during the freeze period:



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PAGE FIVE

- (1) Gyms and fitness organizations;
- (2) Indoor recreational activities, museums;
- (3) Venues that host or facilitate indoor or outdoor events, unless they are hosting an event that is allowed to proceed under sector-specific guidance, and are in compliance with that guidance;
- (4) Zoos, gardens, aquariums, outdoor entertainment activities as defined in OHA guidance;
- (5) Indoor pools, sports, sports facilities or athletic activities.

c. **Certain sectors subject to OHA guidance during the freeze period:** Certain specified sectors of Oregon's economy may continue to operate during the freeze period, provided that they comply with applicable sector-specific OHA guidance, amended from time to time, which may set forth mandatory safety protocols, capacity limits, and additional restrictions beyond what had been in place prior to the freeze period. Activities and businesses subject to this requirement include, but are not limited to:

- (1) Grocery stores and pharmacies may continue to operate, but are limited to 75% capacity;
- (2) Retail, farmers markets, indoor and outdoor malls, and state agency operations that serve the public may continue to operate, but are limited to 75% capacity;
- (3) Personal services, as defined in OHA guidance;
- (4) Outdoor recreation and outdoor sports, including Division 1 college sports;
- (5) Drive-ins;
- (6) Transit, youth programs, self-service operations, and such other sectors for which OHA issues freeze period guidance.



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PAGE SIX

- d. **Sectors without specific prohibitions or OHA guidance** may operate, provided they comply with any applicable OHA guidance, including but not limited to guidance for employers.
5. **Workplace restrictions during the freeze period:** Pursuant to ORS 401.168(1), ORS 401.188(1) to (3), and ORS 433.441(3)(a), (b), (d) and (f):
 - a. All businesses and non-profit entities with offices in Oregon shall facilitate telework and work-at-home by employees, to the maximum extent possible. Work in offices is prohibited whenever telework and work-at-home options are available, in light of position duties, availability of teleworking equipment, and network adequacy.
 - b. When telework and work-from-home options are not available, businesses and non-profit entities must designate an employee or officer to establish, implement, and enforce physical distancing policies, consistent with OHA guidance. Such policies also must address how the business or non-profit will maintain physical distancing protocols for business-critical visitors.
 - c. Businesses and non-profit entities must comply with any applicable OHA guidance, including but not limited to guidance for employers. This Executive Order does not apply to offices and buildings owned or occupied by the state legislative and judicial branches, federal government, local governments, and tribal governments.
 6. **Remote, drive-through, and outdoor options encouraged:** For all activities not prohibited during the effective dates of this Executive Order, individuals, families, businesses, event organizers and faith leaders are strongly encouraged to consider remote, drive-through, curbside, delivery and outdoor options, or canceling or postponing the activity.
 7. **Exceptions:** In addition to the exceptions set forth in the directives above, the following settings are exempt from the requirements of this Executive Order, although they must continue to comply with other Executive Orders and related guidance applicable to their operations.



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PAGE SEVEN

- a. **Higher education, schools, childcare, youth programs:** Higher education institutions shall continue to comply with Executive Order 20-28, including as extended or modified by further Executive Orders, and any guidance from the Higher Education Coordinating Commission. Childcare facilities, and any expansion or restriction of childcare services, will proceed pursuant to Executive Order 20-19, including as modified by further Executive Orders, and any guidance from the Department of Education, Early Learning Division, Office of Child Care. K-12 schools continue to be subject to Executive Order 20-29, including as extended or modified by further Executive Orders, and any guidance from the Department of Education or OHA. Settings covered by the Executive Orders listed in this subparagraph are exempt from the requirements of this Executive Order. Notwithstanding anything to the contrary in this Executive Order, youth programs and programs caring for children that are operated by government entities must continue to comply with applicable OHA guidance issued under the authority of Executive Order 20-27.
 - b. **Shelters and emergency response:** Emergency response activities, shelter and meal programs serving vulnerable populations, and encampments of people experiencing homelessness are exempt from the requirements of this Executive Order. They must, however, continue to comply with applicable OHA guidance.
 - c. **Certain employer-provided housing:** Settings covered by Executive Order 20-58 must continue to comply with Executive Order 20-58, and are exempt from the requirements of this Executive Order.
8. **Guidance to implement the directives of this Executive Order:** All activities allowed to proceed during the freeze period are required to follow additional safety protocols, including but not limited to protocols around capacity limits and limits on the number of people; physical distancing; face coverings; hand hygiene; enhanced cleaning protocols; and other protocols to facilitate the public health response to COVID-19. The particulars of these mandatory safety protocols will depend on the activity. These additional mandatory safety protocols will be provided for in OHA guidance. Accordingly, I order the following:



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PAGE EIGHT

a. **OHA to issue guidance for the public, employers, and sectors:**

- (1) I delegate to OHA the authority to develop and issue, and from time to time revise, binding guidance for the public, for employers, and for particular sectors of the economy, to implement the directives of this Executive Order. OHA guidance may also provide definitions, clarifications, or needed modifications to the directives in this Executive Order. Guidance issued by OHA pursuant to this authority is part of the directives of this Executive Order, and will be approved by the Governor before issuance. Upon approval, it will be published online at the OHA website (<https://govstatus.egov.com/OR-OHA-COVID-19>) and also on Governor Brown's website (<https://govstatus.egov.com/or-covid-19/>).
- (2) As described more fully in paragraph 11 of this Executive Order, once approved by the Governor and published, guidance issued to implement this Executive Order is enforceable to the same extent this Executive Order is enforceable.

b. **Compliance with OHA guidance:** In order to continue to control the spread and risk from COVID-19 in Oregon, individuals, businesses, and other covered entities are directed to comply with applicable OHA guidance issued under the authority of this Executive Order. Sectors without specific prohibitions or guidance shall operate under any generally applicable OHA guidance, including but not limited to guidance for employers.

c. **Existing guidance:** Existing OHA guidance, issued under the authority of Executive Orders in effect, will continue in effect, provided that it is not inconsistent with the directives of this Executive Order. Individuals and businesses are directed to continue to comply with that guidance as well.

9. **Executive Order 20-27:** Directives of Executive Order 20-27, and any guidance and modifications issued pursuant to that Executive Order by



EXECUTIVE ORDER NO. 20-65
PAGE NINE

agencies, with the exception of directives regarding travel, remain in effect to the extent that they are not inconsistent with the directives of this Executive Order. However, where the two are inconsistent, this Executive Order, and guidance issued under it, supersedes the directives of Executive Order 20-27 and any guidance issued under that Executive Order.

10. **Legal effect:** This Executive Order is issued under the authority conferred to the Governor by ORS 401.165 to 401.236. Pursuant to ORS 401.192(1), the directives set forth in this Executive Order shall have the full force and effect of law, and any existing laws, ordinances, rules and orders shall be inoperative to the extent they are inconsistent with this exercise of the Governor's emergency powers.
11. **Enforcement:**
 - a. This Executive Order, and any guidance issued by OHA or another state agency designated by the Governor to implement this Executive Order, are public health laws as defined in ORS 431A.005, and may be enforced as permitted under ORS 431A.010, including but not limited to enforcement via civil penalties as provided in that statute, which has a statutory maximum fine of \$500 per day per violation.
 - b. In addition to any other penalty that may be imposed under applicable laws, any person, business, or entity found to be in violation of this Executive Order or any guidance issued by OHA or other state agencies to implement this Executive Order is subject to the penalties described in ORS 401.990, in particular, that any person knowingly violating this executive order shall, upon conviction thereof, be guilty of a Class C misdemeanor, which is punishable by 30 days in jail or a fine of \$1,250 or both.
 - c. I direct other state agencies with regulatory enforcement authority, including but not limited to Oregon Occupational Safety and Health (Oregon OSHA) and the Oregon Liquor Control Commission, to continue their efforts to protect the lives and health of Oregonians by enforcing the directives in this Executive Order under existing civil enforcement authorities.
 - d. I direct the Superintendent of the Oregon State Police to coordinate with law enforcement agencies throughout the state to enforce the



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directives of this executive order, as appropriate. It is my expectation that law enforcement agencies will primarily focus on referral to civil enforcement authorities, and will reserve criminal citations for willful and flagrant violations of this order.

- e. These enumerated enforcement mechanisms are in addition to any other private rights of action or other enforcement mechanism that may exist in statute or at common law, or under federal law.
 - f. Businesses and other entities that fail to comply with the applicable requirements of this Executive Order, or guidance issued to implement this Executive Order, may be closed until they demonstrate compliance.
12. **Severability:** If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Executive Order is for any reason held to be invalid, such holding shall not affect the validity of the remaining portions of this Order.
13. **Discretion; no right of action:** Any decision made by the Governor pursuant to this Executive Order is made at her sole discretion. This Executive Order is not intended to create, and does not create, any individual right, privilege, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the State of Oregon, its agencies, departments, or any officers, employees, or agents thereof.

Done at Salem, Oregon, this 17th day of November, 2020.

Kate Brown
GOVERNOR

ATTEST:

Bev Clarno
SECRETARY OF STATE

**INTERGOVERNMENTAL AGREEMENT FOR
CREATION AND MANAGEMENT OF THE
COLUMBIA RIVER ENTERPRISE ZONE III
INCLUDING APPOINTMENT OF THE
BOARD OF DIRECTORS AND
DUTIES OF THE BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County and the Port of Morrow hereafter referred to as the "Entities". Each "Entity" is also a Sponsor as defined by ORS 285C.050(19). This IGA is for the purpose of creating and establishing a Board of Directors which will manage the Columbia River Enterprise Zone III. Each party to this agreement has the following common objectives:

- Provide more jobs in new and existing industries for all of our residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements and other local government services.

The Entities desire to create an intergovernmental entity which will govern, supervise, manage and implement the operation of the Columbia River Enterprise Zone III to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the Columbia River Enterprise Zone III Board of Directors, hereinafter referred to as the Board.

I. Organization of the Board:

A. Appointment of Individuals to the Board of Directors:

To accomplish the objectives set forth in this Intergovernmental Agreement, the Columbia River Enterprise Zone III shall be governed by a Board of Directors comprised of six (6) directors. Each board member shall have one (1) vote. Each Entity shall appoint three (3) directors, at least one (1) of which shall be an elected official, to serve on the Board.

Each entity shall appoint its members of the Board, including alternate members and replacement members, for such terms and under such conditions as each Entity deems appropriate. Each Board member serves at the pleasure of the Entity which appoints them. It shall be the responsibility of each Entity to arrange for an alternative Board member in case of their absence.

B. Selection and Duties of the Board's Chair and Vice-Chair:

The Board of Directors shall elect a Chair, and Vice-Chair to serve in the Chair's absence, at the first meeting of the Board and thereafter in January of each year. The Chair shall conduct the meetings of the Board and assume such other duties and responsibilities as are delegated to them by the Board, but shall have

no greater voting rights than any other Board member. The Vice-Chair shall preside over meetings in the absence of the Chair.

C. Municipality Area of Influence and Board of Directors Participation

Boundaries for determining any specific and local municipality involvement or voting authority will be determined by designated area of influence around each city, as described in map identified at Exhibit A.

When a project is in a city's area of influence as identified in Exhibit A, the city shall become a third voting entity of this board for the limited purpose of approving or denying applicable projects in an area of influence as depicted on attached Exhibit A, and for disbursement of funds from areas of influence that include a municipality. For projects included in an area of influence, each Board member shall have one (1) vote. Each Entity shall appoint three (3) directors, at least one (1) of which shall be an elected official, to serve on the Board.

If a city elects not to participate in the Columbia River Enterprise Zone III Board of Directors, or fails to nominate 3 directors to represent the city, the approval of a Columbia River Enterprise Zone project in an area of influence shall be determined by the 6 member Columbia River Enterprise Zone III Board of Directors (3-Port of Morrow, 3-Morrow County). Disbursement

II. Management of the Board:

A. Duties of the Board:

The duties of the Board shall include those required by law as outlined in ORS 285C governing enterprise zones, as listed below.

- Notify the Oregon Business Development Department, the County Assessor and the Department of Revenue of the appointed Enterprise Zone Manager.
- Provide enhanced local public services, local incentives and local regulatory flexibility to authorized or qualified business firms.
- Review and approve or deny applications for authorization.
- Assist the County Assessor in administering the property tax exemption and in performing other duties assigned to the Assessor under pertinent statute or rule.
- Maintain, implement and periodically update a plan for marketing the Columbia River Enterprise Zone III to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the Columbia River Enterprise Zone III in accordance with governing statute.
- Maintain a record of property within the Columbia River Enterprise Zone III and manage boundary changes to accommodate business opportunities.
- Develop and maintain policies by which the Columbia River Enterprise Zone III Board will operate when negotiating with businesses and share those policies with other partners in the enterprise zone program.
- Conduct, as needed or requested, annual reporting of activity within the Columbia River Enterprise Zone III for the County Assessor or the Oregon Business Development Department.

B. Enterprise Zone Staff: The Board may engage on its own or through a sponsor organization the following staff: Enterprise Zone Manager, County Assessor and legal counsel.

1. Selection and Duties of the Enterprise Zone Manager:

The Board shall appoint an Enterprise Zone Manager. Each member Entity shall ratify the nominee prior to appointment. The Enterprise Zone Manager shall be advisory and serve in an ex-officio capacity at all Board meetings.

The duties of the Enterprise Zone Manager shall include those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones, as listed above, and such other duties and responsibilities as determined by the Board.

Additionally, the Enterprise Zone Manager shall maintain the official documents and records of the Columbia River Enterprise Zone III. These will include the minutes, agreements and orders produced by the Board. All documents will be maintained in a secure fire-safe location to be determined by the Board.

2. Duties of the County Assessor:

The County Assessor may be a Board member, but also provides essential duties for the Board in their role as County Assessor. The Board looks to the County Assessor, or their designee, for information and data related to the assessment and taxation of various industries and companies that engage in the various tax abatement programs administered under this IGA. Additionally, the County Assessor is responsible for billing based on company agreements and receipt of funds on behalf of the Board to assure payment amounts corresponds to the agreement and the billing. Funds would then be forwarded to the Fiscal Agent.

3. Selection and Duties of Legal Counsel:

The Board may have need to engage the services of an attorney to provide legal counsel for any number of reasons, including but not limited to, agreements with businesses, amendments to this Intergovernmental Agreement, and agreements governing how Enterprise Zone collected monies will be spent. Use of legal counsel shall be authorized on a case by case basis by the Board.

4. Selection and Duties of Fiscal Agent:

The Board will determine a Fiscal Agent to hold funds for use by the Board. The Fiscal Agent will be responsible for maintaining both the application fees and the company paid funds. Additionally, the Fiscal Agent will be responsible for distributing both the applications fee and the company paid funds as directed by Order(s) passed by the Board.

C. Meetings of the Board:

1. Meeting Schedule:

Meetings of the Board may be called by the Enterprise Zone Manager,

Chairman or any four (4) directors.

Notice of general meetings shall be provided by email to each Director and interested individuals in a timely manner, generally more than seventy-two (72) hours prior to the meeting. Notice of special meetings shall be given to each director and interested individuals by email at least twenty-four (24) hours prior to the meeting.

The location of such meeting(s) shall be in Morrow County, Oregon and designated within the meeting notice. Meetings will generally be held at the Port of Morrow facilities in Boardman, however meetings can be held in alternate Morrow County locations. Telephonic options will be available, when requested, to facilitate attendance of all Directors.

2. **Public Meetings Process:**

Meetings of the Board are considered "Public" as defined by ORS 192 and shall be noticed as such. Negotiations with companies may be done under the Executive Session criteria found at ORS 192.660. Executive Sessions shall be announced at the beginning, citing the statutory allowance, and after closure a statement shall be made concerning the outcome.

Notice shall be provided to the media and other interested parties of all meetings held.

Minutes shall be taken by a designee of the Board and then held by the Enterprise Zone Manager.

A quorum shall be constituted when four (4) directors, 2 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting.

When a project is in a city's area of influence as identified in Exhibit A:
A quorum shall be constituted when six (6) directors, 1 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting.

III. Powers of the Board:

A. **Application Fees:**

The Board will establish a schedule of application fees as allowed by ORS 285C to be paid by applicants. Said application fees will be used to support the business of the Board, including but not limited to, support of the Enterprise Zone Manager, legal counsel as needed, meeting support and necessary supplies.

B. **Applications:**

The Board, through the Enterprise Zone Manager, shall receive and review requests for tax abatement from eligible businesses. The intent is to act promptly on

applications deemed complete by the Enterprise Zone Manager and finalize negotiations within 90 days.

Policies adopted by the Board will provide guidance to applicant companies as to how offers should be submitted and the local objectives of the enterprise zone program.

C. Negotiations:

The Board shall negotiate the terms of any enterprise zone request as allowed by enterprise zone rules that govern the statewide program, and is authorized to approve or deny a tax exemption request extending benefits to authorized companies beyond the standard three (3) years.

Recommendations and requests from affected Special Districts of potential impacts involving the service provided by said Districts, including but not limited to fire protection and public safety, may be considered.

Policies guiding negotiations will also be adopted to achieve transparency and to maintain consistency in the negotiations process. Adopted policies will be aligned with enterprise zone rules that govern the statewide program.

D. Distribution of Fees:

Company paid fees will be distributed by the Board of Directors, including city if applicable project is in an area of influence as depicted on attached Exhibit A with the following considerations:

- Distribution will be consistent with company agreements when applicable.
- Distribution will be done at least annually.
- Distribution in future years does not have to reflect distribution patterns set in previous years.
- Distribution will be carried out by the Fiscal Agent based on Order(s) passed and approved.
- Distribution formulas for community or economic development groups will use the Portland State University population numbers.
- Distribution of funds is only done during a meeting that the full board is represented. In addition to the above requirement, at least two affirmative votes from each entity shall be required to pass a motion regarding distribution of funds.
- If at least two affirmative votes are not cast from each entity and the motion fails, nothing shall prevent the Board from attempting to distribute said money in a future vote.
- If an agreement for distribution cannot be reached, the Board shall vote to indicate that an impasse has been reached and the motion shall specifically identify the funds that are subject to the impasse and the source of those funds.
- If Entities cannot agree to distribution, once per year any remaining funds will be divided on a pro rata basis based on the tax rate existing at the time of the distribution, and shall include tax rates of the Morrow County tax code for the location of the enterprise project that the funds originate from.

IV. Amendments:

Amendments to this Intergovernmental Agreement may be initiated by the Board or by any Sponsor Entity with written notice to the other Sponsor Entities. Proposed amendments to the Intergovernmental Agreement can only be adopted with approval of all three Sponsor Entities.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or rule; or be determined illegal by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

V. Termination:

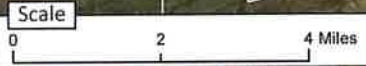
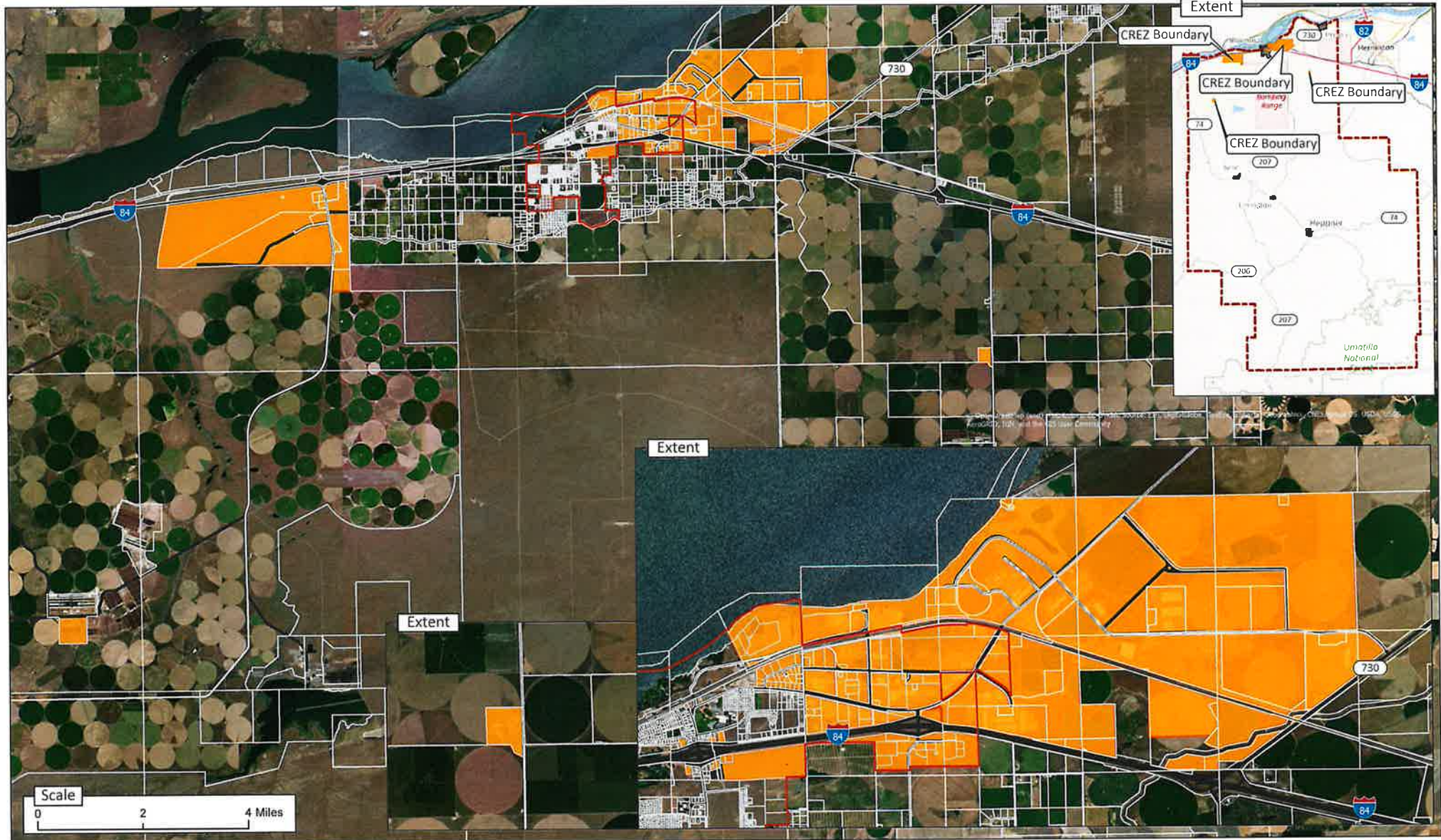
This Intergovernmental Agreement as it governs negotiations with eligible firms terminates upon the Expiration of the Columbia River Enterprise Zone III designation as provided in the 2009 Director's Order Number DO-09-209. The date the Columbia River Enterprise Zone III expires is _____, _____.

If the Entities make application to continue the Columbia River Enterprise Zone, this Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. Alternatively, should the Entities desire to terminate the Zone prior to its expiration the procedures outlined in Oregon Revised Statute and Oregon Administrative Rule shall be followed.

Company paid funds will continue to be collected beyond the current life of the Columbia River Enterprise Zone III. This Intergovernmental Agreement will continue to govern the distribution of those payments until all negotiated agreements are fulfilled, unless this Intergovernmental Agreement is replaced with a subsequent agreement to direct those company paid fees according to statute and rule governing the statewide enterprise zone program.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Intergovernmental Agreement. This Intergovernmental Agreement can be executed in parts and is effective on the date the last Sponsor Entity signs.

<SIGNATURES>



CREZ Boundaries

Legend

City Limits

Tax Lots

2020 CREZ Boundary



Cartography By: Stephen Wrecsics
 Morrow County Planning Department
 Coordinate System: NAD83 Oregon GIG Lambert II
 Datum: North American 1983
 Projection: Lambert Conformal Conic



Date Saved: 3/22/2020 10:07 AM

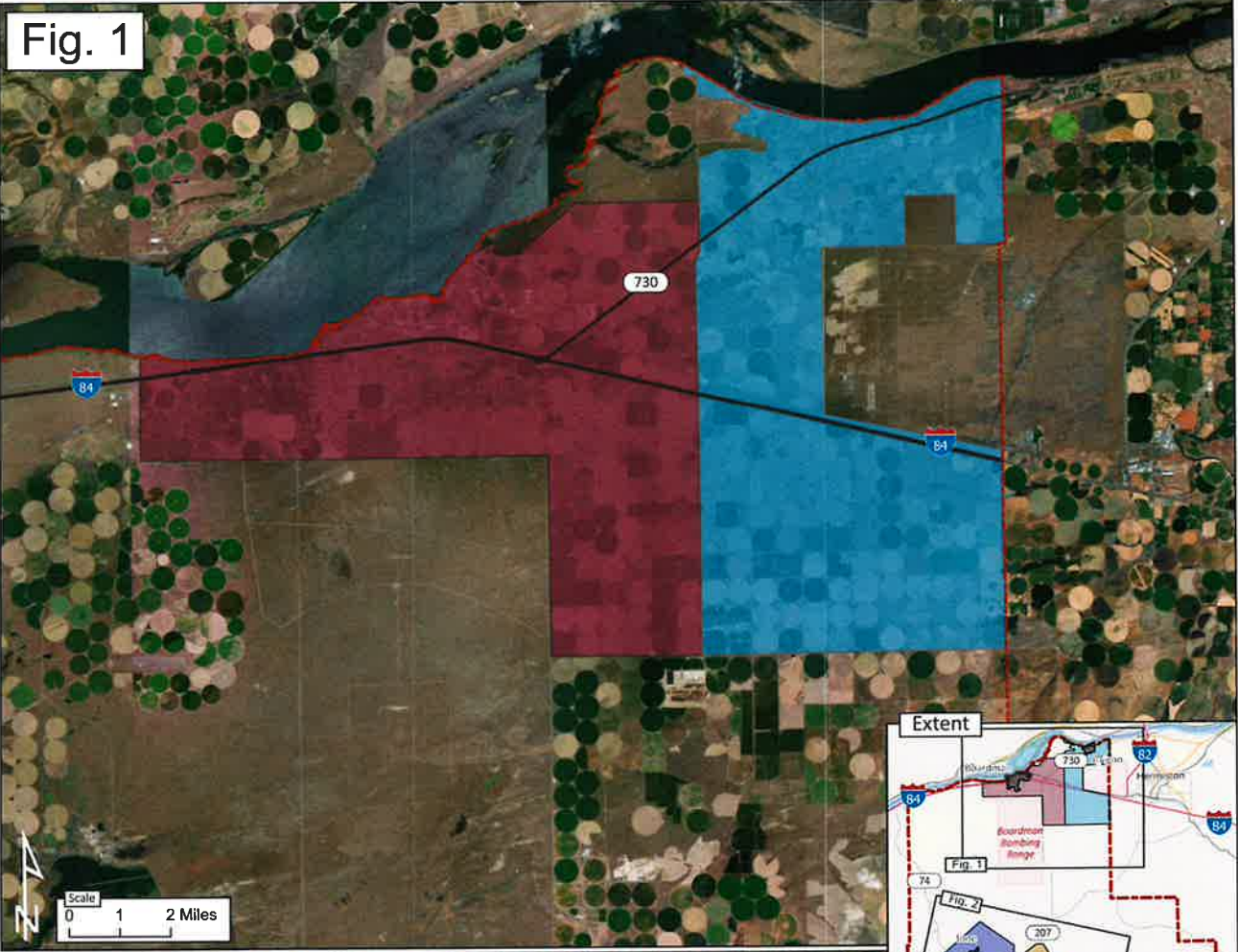
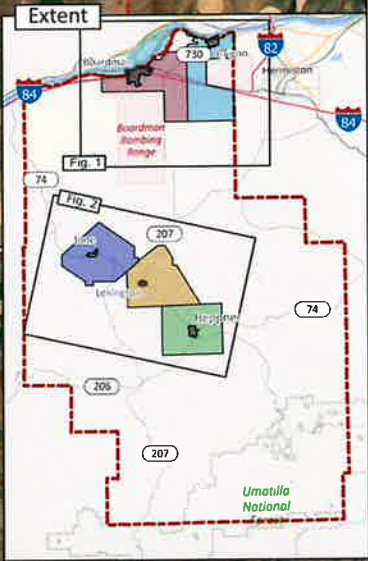
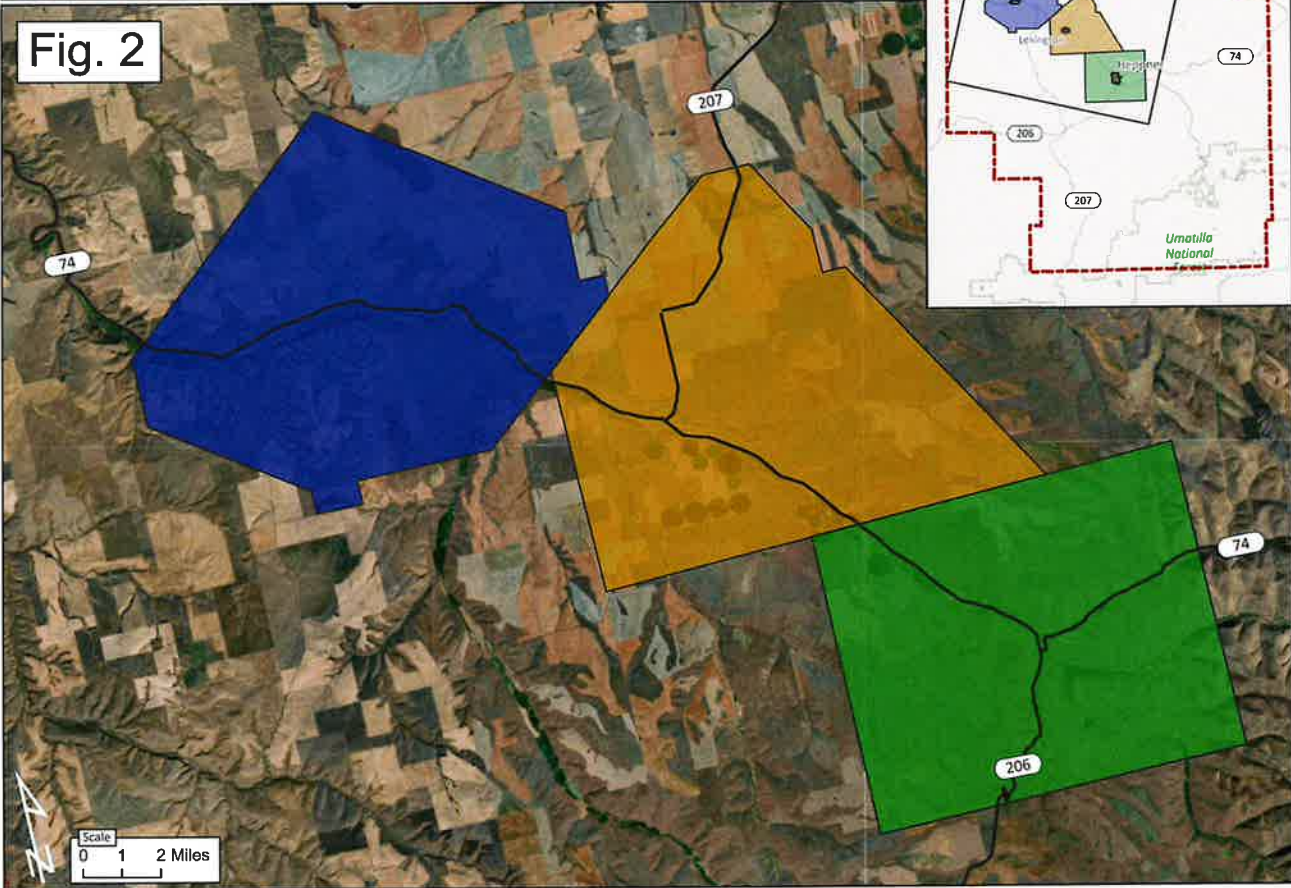


Fig. 2



MORROW COUNTY
 Proposed CREZ
 Boundaries
Exhibit B

Legend	
Boardman = 32,244 ac ²	Ione = 32,051 ac ²
Heppner = 32,058 ac ²	Irrigon = 32,761 ac ²
	Lexington = 32,273 ac ²

Cartography By: Stephen Wrecsics
 Morrow County Planning Department
 Coordinate System: NAD83 Oregon GIC Lambert I
 Datum: North American 1983
 Project on: Lambert Conformal Conic
 Date Saved: 5/12/2020 10:27 AM



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

(For BOC Use)
Item #
6e

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

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-9500
Department: Public Works - General Maint. Requested Agenda Date: 11.18.2020
Short Title of Agenda Item: Electrical Award and Contract Signing
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Wight's Electric, LLC
Contractor/Entity Address: PO Box 468, Heppner, OR 97836
Effective Dates - From: 11.18.2020 Through: 11.18.2023
Total Contract Amount: 88.00 Hourly Rate Budget Line: 101.121.5.20.3456
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Having a Contracted Electrical Contractor within the County for incidence that the need arises it is best to have someone contracted, utilizing the service to County buildings.

Solicitation of RFQ's where due on October 15, 2020 and two submittals at that time. A panel of five individuals reviewed and scored the packet that was presented from the proposers. You will find the RFQ that was available, the proposal, and the score sheet from the panel.

Public Works after careful review recommends approval of the Electrical Contractor to Wight's Electric, LLC.

2. FISCAL IMPACT:

Mostly the impact will come from 101.121.5.20.3456 General Maintenance there are instances that Road dept or parks utilize the services and those G/L lines are as follows.

202.220.5.20.3440 Road	238.300.5.20.2505 OHV
238.200.5.20.3140 Cutsforth	205.250.5.20.3814 Airport
238.238.5.20.3140 Anson Wright	

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

Motion to Award, accept and sign with Wight's Electric, LLC for Electrical Contractor for three year term with Morrow County.

Attach additional background documentation as needed.

Roberta Lutcher

From: Kate Knop
Sent: Monday, November 16, 2020 12:08 PM
To: Sandra Pointer; Darrell Green; Roberta Lutcher; Justin Nelson; Richard Tovey; Matt Scrivner
Subject: RE: Electrical Award and Contract

Sandi,

I have reviewed the electrical three year contract for fiscal changes only. I have the following notes:

1. Hourly rate changed from \$75 to \$88. This is an increase of \$13/hour or 17%.
2. Contract is effective on the 18th without budget appropriation increase.

Sincerely,

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

-----Original Message-----

From: Sandra Pointer
Sent: Wednesday, November 4, 2020 7:58 AM
To: Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Cc: Sandra Pointer <spointer@co.morrow.or.us>
Subject: Electrical Award and Contract

Hello all, This is the Electrical award and contract that I have requested Nov. 18th to present to BOC, I will need Justin or Richard to review and this is a three year contract. I will make sure and get you all approvals before the 18th date, Thank you and let me know if there is anything else needed.

Electrical Consultant Services

RFP Score Sheet

10.28.2020

Proposer

Total score

	SNP #1	DG #2	AC #3	EI #4	MS	TOTAL
Wight's Electric	50	72	78	90	50	340
SHELCO Electric, INC.	55	69	75	80	45	324
	105	141	153	170	85	

#1 Sandi Pointer, MC Management Assistant

#2 Darrell Green, County Administrator

#3 Anthony Clement, MC General Maint.

#4 Eric Imes, MC Assistant Road Master

#5 Matt Scrivner, MC Public Works Director

SHELCO
ELECTRIC, INC.

10/12/2020
7:40 A.M.
SNP

SUBMITTAL

FOR

REQUEST FOR QUALIFICATIONS

FOR

ELECTRICAL SERVICES

FOR

MORROW COUNTY PUBLIC WORKS PROJECTS

2020

MORROW COUNTY

365 W. Hwy 74

PO Box 428

Lexington, Oregon 97839

(541)989-9500



*Address: 860 West Elm Ave
PO Box 25
Hermiston, OR 97838
Phone: 541-567-5532
Fax: 541-567-7312
CCB# 02315*

Shelco Electric is an electrical contracting business located in Hermiston, Oregon and has been in business for more than 50 years. Shelco is a family owned and operated business and we take great pride in the relationship we have with our employees and our customers we serve. Shelco is owned by Carol Ottmar and is co-operated with her two sons Tim and Brent Ottmar.

Tim Ottmar has an Oregon supervisors license along with a Washington masters license. He has been an electrician since 1990 and is currently designing, bidding and managing projects from household remodels to large commercial projects. Tim works with each customer to assist in design and/or provide ideas that can save project costs in the long run.

Brent Ottmar has an Oregon supervisors license along with a Washington masters license. He has been an electrician since 1998 and is currently bidding and our shop manager in charge of ordering materials, inventory management and project invoicing. Brent works with different suppliers so we can provide the best pricing and appropriate lead times to keep the projects on time and on budget.

Levi Hayden has an Oregon Limited Energy licence. He has been licensed since 2000 and does our design, bidding and project management on all our low voltage projects.

Kyle Fetterhoff has an Oregon Limited Energy licence. He has been licensed since 2006 and does our design, bidding and project management along with Levi on all our low voltage projects, Kyle also does the design, bidding and project management of the Security side.

Shelco has 20 electricians, most of which have been with us for more than 20 years. Shelco has electrical experience in wiring of residential, commercial, industrial and agriculture projects. PLC (programmable logic controller) design, programming, installation and service.

With the diverse group of electricians we employ we are able to take care of your projects from changing a ballast to wiring an industrial building along with the low voltage needs and the security for your new facility.

In 2013 Shelco formed a sub group named Shelco Communications. Shelco Communications provides installs ranging from phone systems, network wiring/programming, Access control, wireless systems, intercom systems, and fiber optic design, installation and termination.

In 2015 Shelco began working with a company called Smith Security, LLC to provide customers with an option for any residential, commercial and industrial needs for burglar, fire alarm and surveillance systems along with 24 hour monitoring.

Shelco takes great pride in being a part of the Umatilla and Morrow County communities. Our employees have grown up in both counties and do everything they can to help make our area great. Shelco is a drug free work place with a federally regulated drug and alcohol program in place. We have safety meetings once a month at our office and tailgate meetings as needed on projects. A copy of our safety policy and procedures can be provided on request.

We don't ask our employees to cut any corners or do anything unsafe which is evident in our OSHA logs and EMR rating.

Shelco is located in Hermiston. Our facility provides area for our office staff who are in contact with our field staff to take care of any emergencies that arise. We can generally provide service within the hour as needed or can schedule projects to fit timelines. Our equipment includes service pick ups, 30' bucket pick up, 65' bucket truck, sissor lift and a line truck for setting power poles along with a crane truck for lifting.

Main contact for any needs for the duration of the contract will be Tim Ottmar and Levi Hayden, but a list of phone numbers for all key persons will be provided. Tim and Levi can meet with the county on any project to assist developing a plan and either perform the task or assist on writing up a scope of work to put out for bid.

If any information is needed or a tour of our facility is desired, please let me know.

Thank you,
Tim Ottmar
541-561-5354

*Address: 860 West Elm Ave
PO Box 25
Hermiston, OR 97838
Phone: 541-567-5532
Fax: 541-567-7312
CCB# 02315*



Projects/Design build experience- these projects are a small sample of the diversity of our capabilities, project sizes range from a few hundred dollars to 900K, all job sizes are just as important, some just take longer to complete.

2020-LaGrande School District
Casey Hampton, 541-910-1744

Project was a remodel of an existing school to add fiber, Cat6 and cameras throughout campus

2019-Oregon Military Dept
Keith Ellis, 541-567-9175

Project was a remodel of multiple existing buildings at the chemical depot to install low voltage, WIFI

2018-Hermiston Christian Center
Holly Pixton, 541-567-3480

Project was a design build project involving low voltage for access control for there building, project was completed on budget and on time.

2017-Hendon Construction/EOTEC Rodeo facility
Carl Hendon, 541-922-3844

Project was a design build electrical/data/fiber optics, worked with the rodeo management/board to design a system that worked for now and the future needs but could fit into the current budget. Performed work safely and completed project on time.

2016-G2 Construction/EOTEC Event center
Jared Wendlandt, 509-783-8900

Project was a design build electrical/data, worked with the EOTEC board to design a system that worked for now and the future needs but could fit into the current budget. Performed work safely and completed project on time.

2015-Eastern Oregon University/WIFI
Tim Willey I.T. Administrator, 541-962-3111

This project was a campus wide WIFI cabling installation. The work consisted of installing Cat6 wire in and out of all buildings on campus, Including wiring pathways, all conduit runs and stub throughs, concrete drilling, fiber optic backbone, and installation of all of the indoor and outdoor Access Points. All the work was performed in a safe and workman like manner. The project was done on time and within budget.



Address: 860 West Elm
PO Box 25
Hermiston, OR 97838
Phone: 541-567-5532
Fax: 541-567-7312
CCB# 02315

Job name: Morrow County

Customer Contact: Sandi Pointer

Date: 10/05/2020

Estimator: Tim Ottmar - Tim@shelcoelectric.com

Scope of work: Electrical/travel labor rates as of 1/1/2021

<u>Includes:</u>	<u>Cost:</u>
Labor per man hour (NON-Prevailing)	
Regular rate (8-4:30 Mon-Fri)	95.00
Overtime rate (anything outside regular time and Saturdays)	124.00
Doubletime rate (Sundays and Holidays)	161.00
Labor prices to be re-evaluated prior to any change 1/1/2023	
Beginning 1/1/2021 there will be a tax on every invoice to cover the cost of the Corporate Activity Tax implemented by the State of Oregon for all gross sales. (Currently .57 Percent)	
This tax is not included in the above labor rates	
Proposed Cost:	See above
Proposal Expires after:	2 years

Not Included:

- Prevailing or Davis Bacon wages
- Electrical permit
- Equipment



Address: 860 West Elm
PO Box 25
Hermiston, OR 97838
Phone: 541-567-5532
Fax: 541-567-7312
CCB# 02315

Terms: Payment net 30 days

Clause:

*All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Property owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. ~ **Thank you***

Authorized Signature:

Tim Ottmar

Note: This proposal may be Withdrawn by us if not accepted within 30 days from date listed above.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Date of acceptance:

*Please sign above and date. Fax to SHELCO Electric Inc. ~ **Thank you.***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2020

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

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

PRODUCER Swanson Insurance Agency PO Box 24 Hermiston OR 97838	CONTACT NAME: Alecia Funk PHONE (A/C, No, Ext): 5416677218 FAX (A/C, No): E-MAIL ADDRESS: alecia@swansoninsgroup.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : OHIO SECURITY INS CO</td> <td>24082</td> </tr> <tr> <td>INSURER B : AMERICAN FIRE & CAS CO</td> <td>24066</td> </tr> <tr> <td>INSURER C : OHIO CAS INS CO</td> <td>24074</td> </tr> <tr> <td>INSURER D : WEST AMERICAN INS CO</td> <td>44393</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : OHIO SECURITY INS CO	24082	INSURER B : AMERICAN FIRE & CAS CO	24066	INSURER C : OHIO CAS INS CO	24074	INSURER D : WEST AMERICAN INS CO	44393	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Shelco Electric Inc PO Box 25 860 W Elm Hermiston OR 97838														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BKS60401373	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BAA60401373	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			USO60401373	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWW60401373	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Morrow County Public Works Projects

CERTIFICATE HOLDER**CANCELLATION**

Morrow County 365 W Hwy 74 PO Box 428 Lexington OR 97839	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Alecia Funk</i>
---	---

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State of Oregon License

C-Electrical Contractor

Building Codes Division

PO Box 14470

Salem, OR 97309-0404

503-378-4133 FAX 503-378-2322

License number: 30-12C

Expiration date: 07/01/2023



Licensee: SHELCO ELECTRIC INC

Address: PO BOX 25

HERMISTON OR 97838

NON-TRANSFERABLE

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 2315

This document certifies that:

SHELCO ELECTRIC INC
PO BOX 25
HERMISTON OR 97838-0025

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 06/22/2022
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$75,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: TIMOTHY JAMES OTTMAR
HOME INSPECTOR CERTIFIED: NO

10/12/2020
7:35 A.M.

Wight's Electric, LLC

PO Box 468
Heppner, OR 97836
(541)591-2674
CCB# 230170

Morrow County
Attn: Sandra Pointer
PO Box 428
365 W Hwy 74
Lexington, OR 97839
(541)989-9500

**RE: RFQ for Electrical Consultant Services for Morrow County
Public Works Projects**

Dear Sandra,

I have enclosed documentation including licensing, insurance and bond, and list of current projects.

Wight's Electric, LLC is a family owned local business that has a vast understanding of the Eastern Oregon area. I am a licensed electrician with 15 years of experience in new home construction, trouble shooting and repair, and major commercial projects. I am skilled at juggling multiple tasks and working under pressure. I have excellent time management skills and have successfully completed multiple projects with Morrow County. I am able to provide a quick response time without charging a mileage fee because I am a locally based shop.

Hourly Billing: \$88.00/hour
Mileage Fee: \$0
Design Fee: Dependent on project complexity

Thank you for the opportunity to continue to provide a service for Morrow County. Please contact me at any time with questions or for more information.

Sincerely,

Adam Wight

A handwritten signature in black ink, appearing to read 'Adam Wight', with a stylized flourish extending from the end.

References:

Below is a list of contractors and businesses that I work with:

Dave Allstott- Heppner, OR (541)314-3592

Paul Cooper- Monument, OR (541)934-2423

Jim Lankford- Heppner, OR (541)379-1674

Rusty Rutherford- Condon, OR (541)256-6199

Morrow County Health District- Heppner, OR Attn: Danny (509)781-1045

Morrow County School District- Heppner, OR Attn: Brandi (541)256-0358

Jerry Gentry- Heppner, OR (541)571-6964

Columbia Basin Co-Op- Heppner, OR (541)676-9146

Doug Johnson- Heppner, OR (541)314-3443

Below is a list of current/completed projects done for Morrow County:

1. Morrow County Road Shop- Sand Shed Project

Lexington, OR

% Complete: 99%

2. OHV Park

Heppner, OR

% Complete: 100%

3. Cutsforth Park Bathrooms

Heppner, OR

% Complete: 100%

4. Morrow County Office Building Extension

Heppner, OR

% Complete: 100%

4. Lexington Airport Fuel Station Light

Lexington, OR

% Complete: 100%

5. Heppner Sheriffs Station Parking Lot Pole Light

Heppner, OR

% Complete: 100%

6. Morrow County Road Shop Break Room

Lexington, OR

% Complete: 100%

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 230170

This document certifies that:

WIGHTS ELECTRIC LLC
PO BOX 468
HEPPNER OR 97836

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

License Details:

EXPIRATION DATE: 03/05/2022
ENTITY TYPE: Limited Liability Company
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: ADAM E WIGHT
HOME INSPECTOR CERTIFIED: NO

State of Oregon License
C-Electrical Contractor

Building Codes Division
PO Box 14470
Salem, OR 97309-0404
503-378-4133 FAX 503-378-2322

License number: C1525
Expiration date: 07/01/2023



Licensee: WIGHTS ELECTRIC LLC

Address: PO BOX 468
HEPPNER OR 97836

NON-TRANSFERABLE

1
2 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**
3

4 **This Contract** is between **Morrow** County, a political subdivision of the State of Oregon, hereafter called
5 **County**, and Wight's Electric, LLC., hereafter called **Contractor**. **County's** Contract Administrator for this
6 contract is Public Works Director.
7

8 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been signed
9 by every party hereto. Unless earlier terminated or extended, this Contract shall expire three (3) years from
10 execution of this agreement. Expiration shall not extinguish or prejudice County's right to enforce this
11 Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor
12 performance that has not been cured.
13

14 **2. Statement of Work.** This contract is for electrical consultant services that may be utilized over the term of
15 the contract. A statement of work (the "Work") including the delivery schedule for the Work will be agreed
16 upon on a project by project basis. Contractor agrees to adhere to all State and Federal rules, regulations, and
17 laws pertaining to any particular project, including, but not limited to, BOLI. Contractor further agrees to
18 perform the Work in accordance with the terms and conditions of this Contract.
19

20 **3. Consideration**

21 a. County agrees to pay Contractor the hourly rate of \$88 per hour for accomplishing the Work required by
22 the various Scopes of Work generated under this Contract. The maximum, not-to-exceed compensation
23 payable to Contractor under this Contract shall be determined on a project by project basis and included in
24 the Scopes of Work to be developed on a project by project basis. Contractor and County agree a written
25 Scope of Work will be approved and signed by County and Contractor prior to start of each project for work
26 required under this Contract.
27

28 **4. Contract Documents.** This contract consists of this Contract with any attached exhibits. All attached
29 Exhibits are hereby incorporated by reference.
30

31 **5. Independent Contractor; Responsibility for Taxes and Withholding**

32 a. Contractor shall perform required Work as an independent contractor. Although County reserves the right
33 (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the
34 quality of the completed performance, County cannot and will not control the means or manner of
35 Contractor's performance. Contractor is responsible for determining the appropriate means and manner of
36 performing the Work.

37 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,
38 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under
39 this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or
40 regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities
41 under this Contract. Contractor is not an "officer", "employee", or "agent" of County, as those terms is used
42 in ORS 30.265.

43 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid
44 to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not
45 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax
46 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'
47 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a
48 self-employed individual.
49
50

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

60
61 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only
62 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to
63 give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third
64 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms
65 of this Contract.

66
67 **8. Funds Available and Authorized**
68 a. Contractor shall not be compensated for work performed under this contract by any other County or
69 department of the State of Oregon. County has sufficient funds currently available and authorized for
70 expenditure to finance the costs of this Contract.
71 b. County will only pay for completed work that is accepted by County.

72
73 **9. Representations and Warranties**
74 a. **Contractor’s Representations and Warranties.** Contractor represents and warrants to County that (1)
75 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when
76 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with
77 its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in
78 accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of
79 this Contract. be qualified, professionally competent, and duly license to perform the Work.
80 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any
81 other warranties provided.

82
83 **10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work
84 Product") are the exclusive property of County. County and Contractor intend that such Work Product be
85 deemed “works made for hire” of which **County** shall be deemed the author. If for any reason the Work Product
86 is not deemed “works made for hire”, Contractor hereby irrevocably assigns all of its right, title, and interest in
87 and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any
88 other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and
89 instruments as County may reasonably request in order to fully vest such right in County. Contractor forever
90 waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of
91 approval, restriction or limitation on use or subsequent modifications.

92
93 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the County, their officers,
94 employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses
95 of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers,
96 employees, subcontractors, or agents under this Contract.

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99 **12. Insurance.** Contractor shall provide insurance as required by State or Federal law and provide proof of said
100 insurance to the Morrow County Public Works Department on an annual basis.

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13. Termination.

a. Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.

b. County's Right to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) days notice to Contractor.

c. Parties Right to Terminate due to uncured Breach. This Contract may be terminated at any time by either party should a material breach by the other party remain uncured thirty (30) days after submission of written notice being provided of the breach thereof, or a shorter period of time as may be specified within this Contract or within the applicable Schedule provided to the Contractor by the County.

d. Remedies

In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County upon demand.

e. Contractor's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work.

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

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

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

150 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,
151 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation
152 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal
153 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
154

155 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by
156 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable
157 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or
158 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this
159 contract.
160

161 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for
162 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.
163

164 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
165

166 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties
167 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the
168 same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this
169 Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section
170 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after
171 mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the
172 transmission is generated by the transmitting machine. To be effective against County, such facsimile
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177 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions
178 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the
179 contract did not contain the particular term or provision held to be invalid.
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181 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together
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183 same counterpart. Each copy of the Contract so executed shall constitute an original.
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185 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number
186 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR
187 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used
188 for the administration of state, federal and local tax laws.
189

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191 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action,
192 suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the State of
193 Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and
194 exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a Claim
195 must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United
196 States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT,
197 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
198

199 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the
200 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified
201 herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind
202 either party unless in writing and signed by both parties and all necessary State approvals have been obtained.
203 Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for
204 the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute
205 a waiver by County of that or any other provision.
206

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

210
211
212 **CONTRACTOR**
213 **WIGHT'S ELECTRIC, LLC**

214
215 By: _____ Title: _____ Date: _____

216
217 Facsimile number: _____ Phone number: _____

218
219 Address: _____

220
221
222 **COUNTY**
223 **MORROW COUNTY BOARD OF COMMISSIONERS**

224 Date: _____

225
226
227 _____
228 Melissa Lindsay, Chair

229
230 _____
231 Don Russell, Commissioner

232
233 _____
234 Jim Doherty, Commissioner

235 APPROVED AS TO FORM:

236
237
238
239 _____

240
241 County Counsel

242
243

244



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

(For BOC Use)
Item #
6f

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

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-9500
Department: Public Works - General Maint. Requested Agenda Date: 11.18.2020
Short Title of Agenda Item: Plumbing Award and Contract Signing
(No acronyms please)

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Blue Mountain plumbing, LLC
Contractor/Entity Address: PO Box 778, Heppner, OR 97836
Effective Dates - From: 11.18.2020 Through: 11.18.2023
Total Contract Amount: 90.00 Hourly Rate Budget Line: 101.121.5.20.3456
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Having a Contract Plumber within the County for incidence that the need arises it is best to have someone contracted, utilizing the service to County buildings and grounds.

Solisation of RFQ's where due on October 15, 2020 and only one submittle at that time. A panel of five individuals reviewed and scored the packet that was presented from the proposer. You will find the RFQ that was available, the propsal, and the score sheet from the panel.

Public Works after careful review recommends approval of the Plumbing Contractor Blue Mountain, LLC.

2. FISCAL IMPACT:

Mostly the impact will come from 101.121.5.20.3456 General Maintinance there are instances that Road dept or parks utilize the serices and those G/L lines are as follows.

202.220.5.20.3440 Road	238.300.5.20.2505 OHV
238.200.5.20.3140 Cutsforth	205.250.5.20.3814 Airport
238.238.5.20.3140 Anson Wright	

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

Mortion to Award and accept and sign with Blue Mountain Plumbing, LLC for PLumbing Contrator for three year term with Morrow County.

Attach additional background documentation as needed.

Roberta Lutcher

From: Kate Knop
Sent: Monday, November 16, 2020 12:14 PM
To: Sandra Pointer; Darrell Green; Roberta Lutcher; Justin Nelson; Richard Tovey; Matt Scrivner
Subject: RE: Plumbing Award and Contract

Sandi,

I have reviewed the plumbing three year contract for fiscal changes only. I have the following notes:

1. Hourly rate changed from \$75 to \$90. This is an increase of \$15/hour or 20%.
2. Emergency OT increase from \$112.50 to \$135/hour (\$22.50) or 20%.
3. Contract is effective on the 18th without budget appropriation increase.

Sincerely,

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

-----Original Message-----

From: Sandra Pointer
Sent: Wednesday, November 4, 2020 7:48 AM
To: Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Cc: Sandra Pointer <spointer@co.morrow.or.us>
Subject: Plumbing Award and Contract

Hello all,

I was wanting to get this on the agenda maybe November 18th if at all possible. With award and then contract signing. Justin or Richard will need to give me their blessing on the contract. This is a three year contract. As soon as I get everyone's approvals I will get the updated agenda cover sheet to you Roberta.

Than you



Morrow County Public Works
 365 W. Hwy. 74
 P.O. Box 428
 Lexington, Oregon 97839
 (541) 989-8415

Request for Proposal Plumbing

Evaluation Criteria Score Sheet

October 28,2020

Blue Mountain Plumbing LLC					
	Fee Schedule	Consultant Capabilities/Experience/ References	Labor & Equipment Availability	Method of Approach	
Maximum Score	60	20	10	10	100
Tony Clement	48	18	9	9	84
Eric Imes	60	5	0	0	65
Darrell Green	45	10	0	0	55
Sandi Pointer	35	10	0	0	45
Matt Scrivner	40	10	5	0	55
TOTAL	228	53	14	9	304

Blue Mountain Plumbing, LLC

October 13, 2020

10/15/2020
7:55 A.M.

Morrow County
Attn: Sandi Pointer
PO Box 428
Lexington, OR 97839

Dear Sandi –

Enclosed please find the information required for RFQ for plumbing consulting services. Please feel free to call with any questions.

Thank you.

Riley & Amanda Wight
Owners

Blue Mountain Plumbing, LLC

Blue Mountain Plumbing, LLC is proud to offer the following services:

Commercial & Residential Remodels

Commercial & Residential Service/Repairs

Commercial & Residential New Construction.

Blue Mountain Plumbing, LLC

Fee Schedule:

Hourly Rate: \$90/hr

Hourly Emergency Overtime: \$135.00/hr

All projects are charged at time and material

Availability:

Will respond to inquiries within 24-48 hours.

Blue Mountain Plumbing, LLC

Contractors Capabilities & Experience:

We are a local, family owned plumbing company that is located in Heppner, Oregon to service the needs of all surrounding areas.

Attached please find all of the proper documentation showing that Riley B. Wight of Blue Mountain Plumbing, LLC has the capabilities of working on projects with Morrow County as he has all of his needed certifications. Riley has work in the plumbing industry for over 14 years. He has worked in all commercial and residential scales and service/repairs.



BUSINESS DETAIL

Licensee : **BLUE MOUNTAIN PLUMBING LLC** Address : PO BOX 778 HEPPNER OR 97836
 License No. : 214459 License Status: Active
 Date First Licensed : 4/4/2017 Expiration Date: 4/4/2021
 Entity Type : Limited Liability Company Phone : (541) 429-0848
 Endorsement Type :
 Commercial Specialty Contractor Level 2
 Residential Specialty Contractor
 Workers' Compensation/Independent Contractor Status : Nonexempt

ADDITIONAL BUSINESS LICENSES AND CERTIFICATIONS

CERTIFIED LEAD-BASED PAINT RENOVATION (LBPR) CONTRACTOR LICENSE: NO
 Required to bid and work on pre-1978 residential structures.

OTHER BUSINESS INFORMATION

WORKERS' COMPENSATION INSURANCE INFORMATION

Coverage	Carrier	Policy No.
Employee	SAIF CORP	877598
Personal Election	None	None

The CCB does not receive automatic notification of changes to workers' compensation coverage status. Current Oregon coverage status can be confirmed through the [OSHA website](#).

LIABILITY INSURANCE INFORMATION ()

Company	Amount	Expiration Date
STATE FARM FIRE & CASUALTY COMPANY	\$1,000,000.00	4/1/2021

SURETY BOND INFORMATION ()

Type	Company	Amount	
Residential	STATE FARM FIRE & CASUALTY COMPANY	\$15,000.00	Continuous until cancelled
Commercial	STATE FARM FIRE & CASUALTY COMPANY	\$20,000.00	Continuous until cancelled

PUBLIC WORKS BOND INFORMATION ()

Company	Effective Dates
STATE FARM FIRE & CASUALTY COMPANY	03/07/2018 - (UNTIL CANCELLED)

Exemption [Exemption Date](#)
 N/A

ASSOCIATED INDIVIDUALS

Member (Limited Liability Company)	WIGHT, AMANDA DAWN
Member (Limited Liability Company)	WIGHT, RILEY BRETT
RMI Owner	WIGHT, AMANDA DAWN

Click [here](#) to see past associated individuals' names.

ASSUMED BUSINESS NAMES(S)

None
 Click [here](#) to see past assumed business names.

Your query for: 'WIGHT' & Profession = Plumbing

BCD Search
Results of your search

Displaying 1 - 1 (1 total) |< Prev | Next >|

RILEY B WIGHT

License/Registration No: 9510JP

Type: JP-Journeyman Plumber

Status: Active

Expiration Date: 04/01/2023

HEPPNER, OR 97836

CE required (all types combined): 24

Of the total CE required, you must have at least: 4 CC

4 ORL

Currently you have:	0 CC	Code Change
	0 CR	Code Related
	0 ORL	Oregon Rule and Law
Total :	0 CE	Continuing Education

Displaying 1 - 1 (1 total) |< Prev | Next >|

Total Records Returned: 1

[Go Back to Query](#)

1
2 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**
3

4 **This Contract** is between **Morrow** County, a political subdivision of the State of Oregon, hereafter called
5 **County**, and Blue Mountain Plumbing, LLC., hereafter called **Contractor**. **County's** Contract Administrator
6 for this contract is Public Works Director.
7

8 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been signed
9 by every party hereto. Unless earlier terminated or extended, this Contract shall expire three (3) years from
10 execution of this agreement. Expiration shall not extinguish or prejudice County's right to enforce this
11 Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor
12 performance that has not been cured.
13

14 **2. Statement of Work.** This contract is for plumbing services that may be utilized over the term of the contract.
15 A statement of work (the "Work") including the delivery schedule for the Work will be agreed upon on a
16 project by project basis. Contractor agrees to adhere to all State and Federal rules, regulations, and laws
17 pertaining to any particular project, including, but not limited to, BOLI. Contractor further agrees to perform
18 the Work in accordance with the terms and conditions of this Contract.
19

20 **3. Consideration**

21 a. County agrees to pay Contractor the hourly rate of \$90 per hour for accomplishing the Work required by
22 the various Scopes of Work generated under this Contract. County agrees to pay Contractor \$135 per hour
23 for emergency overtime. The maximum, not-to-exceed compensation payable to Contractor under this
24 Contract shall be determined on a project by project basis and included in the Scopes of Work to be
25 developed on a project by project basis. Contractor and County agree a written Scope of Work will be
26 approved and signed by County and Contractor prior to start of each project for work required under this
27 Contract.
28

29 **4. Contract Documents.** This contract consists of this Contract with any attached exhibits. All attached
30 Exhibits are hereby incorporated by reference.
31

32 **5. Independent Contractor; Responsibility for Taxes and Withholding**

33 **a.** Contractor shall perform required Work as an independent contractor. Although County reserves the right
34 (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the
35 quality of the completed performance, County cannot and will not control the means or manner of
36 Contractor's performance. Contractor is responsible for determining the appropriate means and manner of
37 performing the Work.

38 **b.** If Contractor is currently performing work for County, the State of Oregon or the Federal Government,
39 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under
40 this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or
41 regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities
42 under this Contract. Contractor is not an "officer", "employee", or "agent" of County, as those terms is used
43 in ORS 30.265.

44 **c.** Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid
45 to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not
46 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax
47 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'
48 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a
49 self-employed individual.
50

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

60
61 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only
62 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to
63 give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third
64 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms
65 of this Contract.

66
67 **8. Funds Available and Authorized**
68 a. Contractor shall not be compensated for work performed under this contract by any other County or
69 department of the State of Oregon. County has sufficient funds currently available and authorized for
70 expenditure to finance the costs of this Contract.
71 b. County will only pay for completed work that is accepted by County.

72
73 **9. Representations and Warranties**
74 a. **Contractor’s Representations and Warranties.** Contractor represents and warrants to County that (1)
75 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when
76 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with
77 its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in
78 accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of
79 this Contract. be qualified, professionally competent, and duly license to perform the Work.
80 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any
81 other warranties provided.

82
83 **10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work
84 Product") are the exclusive property of County. County and Contractor intend that such Work Product be
85 deemed “works made for hire” of which **County** shall be deemed the author. If for any reason the Work Product
86 is not deemed “works made for hire”, Contractor hereby irrevocably assigns all of its right, title, and interest in
87 and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any
88 other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and
89 instruments as County may reasonably request in order to fully vest such right in County. Contractor forever
90 waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of
91 approval, restriction or limitation on use or subsequent modifications.

92
93 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the County, their officers,
94 employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses
95 of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers,
96 employees, subcontractors, or agents under this Contract.

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98
99 **12. Insurance.** Contractor shall provide insurance as required by State or Federal law and provide proof of said
100 insurance to the Morrow County Public Works Department on an annual basis.

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13. Termination.

a. Parties Right to Terminate for Convenience. This Contract may be terminated at any time by mutual written consent of the parties.

b. County's Right to Terminate for Convenience. County may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) days notice to Contractor.

c. Parties Right to Terminate due to uncured Breach. This Contract may be terminated at any time by either party should a material breach by the other party remain uncured thirty (30) days after submission of written notice being provided of the breach thereof, or a shorter period of time as may be specified within this Contract or within the applicable Schedule provided to the Contractor by the County.

d. Remedies

In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County upon demand.

e. Contractor's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work.

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

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

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

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158 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this
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193 Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and
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197 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
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202 either party unless in writing and signed by both parties and all necessary State approvals have been obtained.
203 Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for
204 the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute
205 a waiver by County of that or any other provision.
206

207 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**
208 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND**
209 **BY ITS TERMS AND CONDITIONS.**
210

211
212 **CONTRACTOR**
213 **BLUE MOUNTAIN PLUMBING, LLC**
214

215 By: _____ Title: _____ Date: _____
216

217 Facsimile number: _____ Phone number: _____
218

219 Address: _____
220

221
222 **COUNTY**
223 **MORROW COUNTY BOARD OF COMMISSIONERS**

224 Date: _____
225
226 _____
227 Melissa Lindsay, Chair
228
229 _____
230 Don Russell, Commissioner
231
232 _____
233 Jim Doherty, Commissioner
234

235 APPROVED AS TO FORM:
236
237
238
239 _____
240

241 County Counsel
242
243



7a

Community Development

P.O. Box 788 • Heppner OR 97836
(541) 676-5618

Gregg Zody, AICP
Director
gzody@co.morrow.or.us

MEMORANDUM

TO: Board of Commissioners
THROUGH: Darrell Green, County Administrator
FROM: Gregg Zody *GZ*
SUBJECT: Community Development Monthly Report for October 2020
DATE: November 6, 2020

Fair Board

1. Staff is proceeding with upgrading electrical service in the Annex and Wilkinson Arena with the Cultural Trust fund award. Plumbing upgrades to the restrooms will include hot and cold water will also be performed in the restroom. Staff has worked with the Fiscal Management to assign it a GL line item in the Fair budget.

Loop

1. Five STIF grant applications were submitted for expanded services, bus barn planning, and operating expenses for fixed routes.

Planning

1. **10 Acre zoning**
Staff presented the final draft for new the zone at the PC work session on October 27th. It is scheduled for December 8, 2020. Tamra did an excellent job of providing a comprehensive overview of the ORS as it relates to zone changes and really added some locational context to the draft I initiated. A lot of the discussion focused on accessory livestock to afford residents the opportunity to have livestock, but decided to put a cap on the number of animal units/acre (pasturage acreage).

Broadband Task Force

1. Currently idle.

Tillamook Creamery Grant

1. Posted links on the Grant Assistance Web Page and am waiting for video promoting the partnership between Tillamook Creamery and Morrow County, as well as the Resiliency Fund grant program.

Economic Development

1. Participated in the following conferences:
 - NACo Virtual Federal Policy Summit;
 - OEDA's Economic Development Conference: Resilient Economic Recovery;

- WCVEDG monthly meeting;
 - ICABO monthly meeting;
 - OEVA's Maximizing Our Farm Trails – Roundtable Session #1: PULL UP A CHAIR;
 - GoToWebinar - GrantCare Webinar | Coronavirus Relief Fund (CRF) Program Management | Insights and Operational System Walk-through
2. Continuing to hone web-based skills to develop a robust Community Development web presence. Recently added logos to the grant assistance site.

Project Management and Strategic Plan

1. I am working with the County Administrator to develop a strategic plan for my Department by identifying current projects and developing strategies, stakeholders, timelines, to ensure their successful completion;
2. Developing a guiding vision, website, and realistic, long-range goals for the Department of Community Development;



TREASURER

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: ggutierrez@co.morrow.or.us

Gayle L. Gutierrez

11/18/2020

To: Morrow County Board of Commissioners
From: Gayle L. Gutierrez, Morrow County Treasurer
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

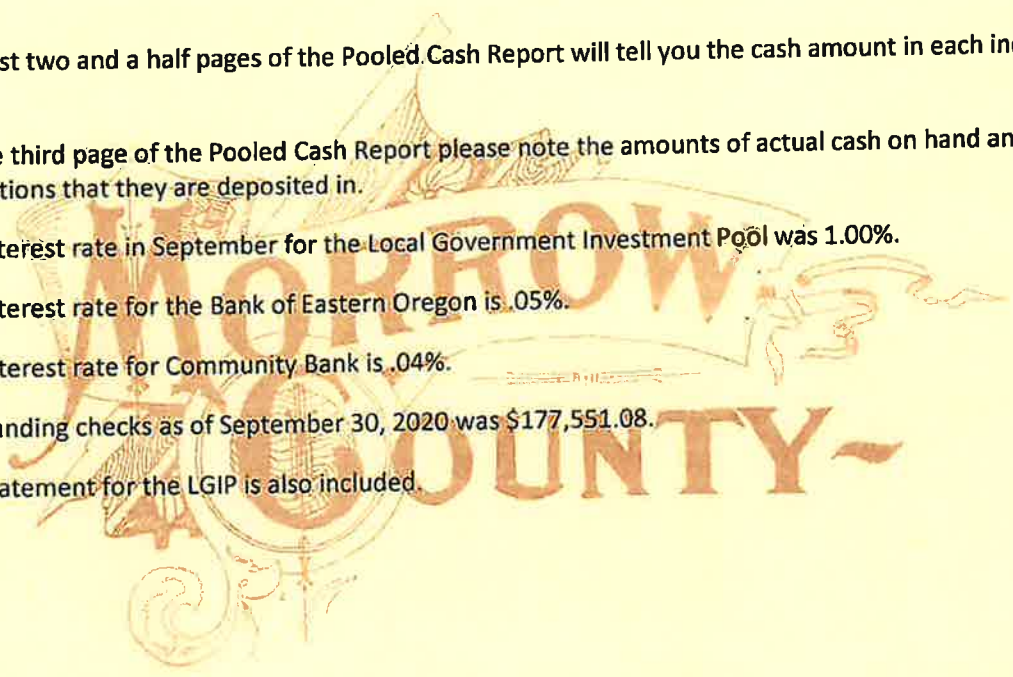
The interest rate in September for the Local Government Investment Pool was 1.00%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .04%.

Outstanding checks as of September 30, 2020 was \$177,551.08.

The statement for the LGIP is also included.



MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: SEPTEMBER 30TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	5,303,855.06 (	332,582.48)	4,971,272.58
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,899.60	14.54	17,914.14
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	1,010,333.88 (	472,659.86)	537,674.02
202-100-1-10-1500		ROAD FC W/TREASURER	1,202,476.68 (	490,690.35)	711,786.33
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	978,810.61	77,027.66	1,055,838.27
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	24,594.56	33,528.72	58,123.28
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	34,569.10 (	650.64)	33,918.46
207-100-1-10-1500		911 FC W/TREASURER	289,553.53 (	23,015.04)	266,538.49
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	245,778.60	1,701.19	247,479.79
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,071,862.56	308,128.09	1,379,990.65
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	189.88	175,792.55	175,982.43
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	18.46	14,119.21	14,137.67
214-100-1-10-1500		FAIR FC W/TREASURER	256,764.20	46,624.04	303,388.24
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	46,361.16	37.65	46,398.81
216-100-1-10-1500		STF FC W/TREASURER	446,623.53 (	11,520.67)	435,102.86
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	1,012.89	0.82	1,013.71
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	23,936.73	19.44	23,956.17
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	62,857.98 (	2,949.52)	59,908.46
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	35,493.39 (	11,460.25)	24,033.14
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	53,577.32 (	4,094.35)	49,482.97
223-100-1-10-1500		CAMI GRANT FC W/TREAS	38,582.08	476.59	39,058.67
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	15,678.03	12.73	15,690.76
225-100-1-10-1500		STF VEHICLE FC W/TREAS	93,616.51	76.03	93,692.54
226-100-1-10-1500		FAIR ROOF FC W/TREAS	22,757.79	18.48	22,776.27
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	37,826.20	30.72	37,856.92
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	10,253.67 (	158.59)	10,095.08
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	25,668.67	20.85	25,689.52
230-100-1-10-1500		RODEO FC W/TREAS	0.00	0.00	0.00
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	74,828.76 (	6,883.70)	67,945.06
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	22,518.20	181.35	22,699.55
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,473.75	23.94	29,497.69
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	16,086.87	13.07	16,099.94
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	960,156.33	779.81	960,936.14
238-100-1-10-1500		PARK FC W/TREAS	421,573.50 (	23,363.15)	398,210.35
240-100-1-10-1500		EQUITY FC W/TREAS	305,504.08	248.12	305,752.20
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	794,086.00	644.93	794,730.93
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	868.34	0.71	869.05
245-100-1-10-1500		WPF FC W/TREASURER	6,257.73	0.00	6,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	76,989.96	62.53	77,052.49
322-100-1-10-1500		COURT SECURITY FC W/TREAS	95,535.19	1,036.68	96,571.87
500-100-1-10-1500		ECHO WINDS FC W/TREAS	15,075.33 (	7,915.55)	7,159.78
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	148,234.43 (	20,684.08)	127,550.35
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	59,037.48 (	4,277.66)	54,759.82
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	12,920.24	10.49	12,930.73
510-100-1-10-1500		P & P FC W/TREAS	357,279.98 (	36,788.42)	320,491.56
514-100-1-10-1500		IONE SD B & I FC W/TREAS	1,418.99	1,264.43	2,683.42

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: SEPTEMBER 30TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		395.44 (	344.41)	51.03
516-100-1-10-1500	RADIO DIST FC W/TREAS		2,533.24	3,395.75	5,928.99
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		305.14 (	265.73)	39.41
521-100-1-10-1500	PGE CARTY FC W/TREAS		178,797.65 (	112,520.86)	66,276.79
522-100-1-10-1500	SHERIFF RES FUND/TREAS		14,861.49	212.14	15,073.63
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		13,723.09	24,187.83	37,910.92
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.09	0.00	0.09
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		3,111.30 (	2,766.17)	345.13
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		2.71 (	2.71)	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		1,616.98 (	1,434.65)	182.33
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		16,729.68	24.62	16,754.30
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		40.56 (	36.18)	4.38
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,587.57	6.96	3,594.53
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		1,267.16	1,949.77	3,216.93
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		13,158.22 (	11,553.59)	1,604.63
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		2,781.24 (	2,456.99)	324.25
633-100-1-10-1500	CITY OF IONE FC W/TREAS		446.73 (	394.92)	51.81
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		1,396.49 (	1,232.55)	163.93
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		272.07 (	239.81)	32.26
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		8,495.95	18,004.50	26,500.45
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		432.92 (	381.79)	51.13
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		809.71 (	714.67)	95.04
640-100-1-10-1500	IONE RFPD FC W/TREAS		730,566.02 (	77.97)	730,488.05
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		1.08	0.09	1.17
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		176.33 (	152.78)	23.55
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		362.48 (	319.92)	42.56
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		80,588.21 (	5,314.47)	75,273.74
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		147.81 (	130.32)	17.49
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		1,072.79	1,071.31	2,144.10
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		1,861.71 (	1,613.28)	248.43
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		587.43 (	517.61)	69.82
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		4,468.58 (	3,880.69)	587.89
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		517,905.49	17,862.78	535,768.27
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		67.20 (	59.26)	7.94
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		56,751.55 (	50,234.40)	6,517.15
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		43,705.27	3,442.51	47,147.78
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		9,208.21	20,411.47	29,619.68
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.36	0.01	14.37
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,159.25	0.00	26,159.25
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		17,404.65	14.14	17,418.79
658-100-1-10-1500	BMCC FC W/TREASURER		9,900.21 (	7,218.77)	2,681.44
659-100-1-10-1500	BMCC B & I FC W/TREASURER		3,341.03 (	2,475.64)	865.39
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		3,257.87	6,166.00	9,423.87
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		320.72	197.02	517.74
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		3,290.69 (	2,908.17)	382.52
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		1,433.63 (	1,276.27)	157.36

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: SEPTEMBER 30TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS		0.00	0.00	0.00
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS		10,935.93	8.88	10,944.81
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS		0.00	0.00	0.00
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS		5,450.26	2,027.07	7,477.33
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS		0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS		0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS		0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS		1,153.19	0.94	1,154.13
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS		118,521.30	96.26	118,617.56
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS		0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T		0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS		42,291.38	3,519.07	45,810.45
682-100-1-10-1500	STATE FIRE FC W/TREAS		0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS		17.86	1.52	19.38
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE		1,264,750.49	1,027.19	1,265,777.68
685-100-1-10-1500	STATE HOUSING FC W/TREAS		19,766.58	9,859.86	29,626.44
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS		89,511.65	72.70	89,584.35
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS		0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS		5,128.52	4,813.40	9,941.92
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND		242.56 (	218.68)	23.88
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS		352.93 (	318.45)	34.48
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS		0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS		0.00	3,788.62	3,788.62
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS		0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS		0.00	0.01	0.01
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS		0.00	0.00	0.00
TOTAL CLAIM ON CASH			18,150,436.40 (	876,698.24)	17,273,738.16

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO		249,835.20	268,064.16	517,899.36
999-100-1-10-1502	PAYROLL BEO		11,717.83	1.46	11,719.29
999-100-1-10-1503	STATE TREASURY POOL		17,887,947.14 (	1,144,763.87)	16,743,183.27
999-100-1-10-1504	CERTIFICATES OF DEPOSIT		0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS		0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA		0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK		100.18	0.01	100.19
999-100-1-10-1508	US BANK		3.53	0.00	3.53
SUBTOTAL CASH IN BANK - POOLED CASH			18,149,603.88 (	876,698.24)	17,272,905.64

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE		0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH			18,149,603.88 (876,698.24)	17,272,905.64
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Account Statement - Transaction Summary

For the Month Ending September 30, 2020

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP		Asset Summary		
Opening Balance	17,887,947.14		September 30, 2020	August 31, 2020
Purchases	764,809.73	Oregon LGIP	16,743,183.27	17,887,947.14
Redemptions	(1,909,573.60)	Total	\$16,743,183.27	\$17,887,947.14
<hr/>				
Closing Balance	\$16,743,183.27			
Dividends	14,520.38			



Account Statement

For the Month Ending **September 30, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					17,887,947.14
Opening Balance					
09/01/20	09/01/20	Redemption - ACH Redemption	1.00	(55.00)	17,887,892.14
09/01/20	09/01/20	LGIP Fees - ACH Purchase (1 @ \$0.05 - From 4206) - August 2020	1.00	(0.05)	17,887,892.09
09/01/20	09/01/20	LGIP Fees - ACH Redemption (7 @ \$0.05 - From 4206) - August 2020	1.00	(0.35)	17,887,891.74
09/01/20	09/01/20	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - August 2020	1.00	(0.40)	17,887,891.34
09/03/20	09/03/20	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(13,241.24)	17,874,650.10
09/03/20	09/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(395.44)	17,874,254.66
09/03/20	09/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(305.14)	17,873,949.52
09/03/20	09/03/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(1,861.71)	17,872,087.81
09/03/20	09/03/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(4,468.58)	17,867,619.23
09/03/20	09/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(16,269.52)	17,851,349.71
09/03/20	09/03/20	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(56,941.43)	17,794,408.28
09/03/20	09/03/20	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(9,208.21)	17,785,200.07
09/03/20	09/03/20	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(6,565.97)	17,778,634.10
09/04/20	09/04/20	OR REVENUE DEPT - DORACHDISB	1.00	570,441.72	18,349,075.82
09/04/20	09/04/20	Redemption - ACH Redemption	1.00	(40.56)	18,349,035.26
09/08/20	09/08/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	7,701.62	18,356,736.88
09/09/20	09/09/20	Redemption - ACH Redemption	1.00	(500,000.00)	17,856,736.88
09/10/20	09/10/20	Redemption - ACH Redemption	1.00	(200,000.00)	17,656,736.88
09/11/20	09/11/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	2,396.00	17,659,132.88



Account Statement

For the Month Ending **September 30, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
09/15/20	09/15/20	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	2,805.87	17,661,938.75
09/15/20	09/15/20	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	1,238.64	17,663,177.39
09/15/20	09/15/20	Redemption - ACH Redemption	1.00	(110.00)	17,663,067.39
09/17/20	09/17/20	ODOT - ODOT PYMNT	1.00	93,406.89	17,756,474.28
09/17/20	09/17/20	Redemption - ACH Redemption	1.00	(55.00)	17,756,419.28
09/18/20	09/18/20	ODOT - ODOT PYMNT	1.00	27,049.86	17,783,469.14
09/18/20	09/18/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	1,550.52	17,785,019.66
09/22/20	09/22/20	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	906.74	17,785,926.40
09/22/20	09/22/20	Redemption - ACH Redemption	1.00	(55.00)	17,785,871.40
09/23/20	09/23/20	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	35,795.71	17,821,667.11
09/23/20	09/23/20	Redemption - ACH Redemption	1.00	(500,000.00)	17,321,667.11
09/30/20	09/30/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	6,995.78	17,328,662.89
09/30/20	09/30/20	Redemption - ACH Redemption	1.00	(600,000.00)	16,728,662.89
09/30/20	10/01/20	Accrual Income Div Reinvestment - Distributions	1.00	14,520.38	16,743,183.27



Account Statement

For the Month Ending **September 30, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					16,743,183.27
		Month of September	Fiscal YTD July-September		
Opening Balance		17,887,947.14	19,646,978.63	Closing Balance	16,743,183.27
Purchases		764,809.73	2,716,090.66	Average Monthly Balance	17,715,355.24
Redemptions		(1,909,573.60)	(5,619,886.02)	Monthly Distribution Yield	1.00%
Closing Balance		16,743,183.27	16,743,183.27		
Dividends		14,520.38	49,725.81		



Daily Confirmation of Activity
as of September 30, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,321,667.11
09/30/20	10/01/20	Accrual Income Div Reinvestment - Distributions	1.00	14,520.38	17,336,187.49
09/30/20	09/30/20	Redemption - ACH Redemption	1.00	(600,000.00)	16,736,187.49
09/30/20	09/30/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	6,995.78	16,743,183.27
Closing Balance					16,743,183.27



Daily Confirmation of Activity

as of September 23, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,785,871.40
09/23/20	09/23/20	Redemption - ACH Redemption	1.00	(500,000.00)	17,285,871.40
09/23/20	09/23/20	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	35,795.71	17,321,667.11
Closing Balance					17,321,667.11



Daily Confirmation of Activity
as of September 22, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,785,019.66
09/22/20	09/22/20	Redemption - ACH Redemption	1.00	(55.00)	17,784,964.66
09/22/20	09/22/20	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	906.74	17,785,871.40
Closing Balance					17,785,871.40



Daily Confirmation of Activity
as of September 18, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,756,419.28
09/18/20	09/18/20	ODOT - ODOT PYMNT	1.00	27,049.86	17,783,469.14
09/18/20	09/18/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	1,550.52	17,785,019.66
Closing Balance					17,785,019.66



Daily Confirmation of Activity
as of September 17, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,663,067.39
09/17/20	09/17/20	ODOT - ODOT PYMNT	1.00	93,406.89 ✓	17,756,474.28
09/17/20	09/17/20	Redemption - ACH Redemption	1.00	(55.00) ✓	17,756,419.28
Closing Balance					17,756,419.28



Daily Confirmation of Activity
as of September 15, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					17,659,132.88
Opening Balance					
09/15/20	09/15/20	Redemption - ACH Redemption	1.00	(110.00)	17,659,022.88
09/15/20	09/15/20	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	2,805.87	17,661,828.75
09/15/20	09/15/20	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	1,238.64	17,663,067.39
Closing Balance					17,663,067.39



Daily Confirmation of Activity
as of *September 11, 2020*

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,656,736.88
09/11/20	09/11/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	2,396.00	17,659,132.88
Closing Balance					17,659,132.88



Daily Confirmation of Activity
as of September 10, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,856,736.88
09/10/20	09/10/20	Redemption - ACH Redemption	1.00	(200,000.00)	17,656,736.88
Closing Balance					17,656,736.88



Daily Confirmation of Activity
as of September 9, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,356,736.88
09/09/20	09/09/20	Redemption - ACH Redemption	1.00	(500,000.00)	17,856,736.88
Closing Balance					17,856,736.88



Daily Confirmation of Activity
as of September 8, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					18,349,035.26
09/08/20	09/08/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	7,701.62	18,356,736.88
Closing Balance					18,356,736.88



Daily Confirmation of Activity

as of September 4, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,778,634.10
09/04/20	09/04/20	OR REVENUE DEPT - DORACHDISB	1.00	570,441.72 ✓	18,349,075.82
09/04/20	09/04/20	Redemption - ACH Redemption	1.00	(40.56) ✓	18,349,035.26
Closing Balance					18,349,035.26



Daily Confirmation of Activity

as of September 3, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,887,891.34
09/03/20	09/03/20	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(13,241.24)✓	17,874,650.10
09/03/20	09/03/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(4,468.58)✓	17,870,181.52
09/03/20	09/03/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(1,861.71)✓	17,868,319.81
09/03/20	09/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(16,269.52)✓	17,852,050.29
09/03/20	09/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(395.44)✓	17,851,654.85
09/03/20	09/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(305.14)✓	17,851,349.71
09/03/20	09/03/20	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(9,208.21)✓	17,842,141.50
09/03/20	09/03/20	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(6,565.97)✓	17,835,575.53
09/03/20	09/03/20	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(56,941.43)✓	17,778,634.10
Closing Balance					17,778,634.10



Daily Confirmation of Activity
as of September 1, 2020

Account # 4206
Account Activity

MORROW CO
MORROW COUNTY

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					17,887,947.14
09/01/20	09/01/20	LGIP Fees - ACH Purchase (1 @ \$0.05 - From 4206) - August 2020	1.00	(0.05)	17,887,947.09
09/01/20	09/01/20	LGIP Fees - ACH Redemption (7 @ \$0.05 - From 4206) - August 2020	1.00	(0.35)	17,887,946.74
09/01/20	09/01/20	LGIP Fees - Received ACH (4 @ \$0.10 - From 4206) - August 2020	1.00	(0.40)	17,887,946.34
09/01/20	09/01/20	Redemption - ACH Redemption	1.00	(55.00)	17,887,891.34
Closing Balance					17,887,891.34

From: MCVEIGH-WALKER Chase * ODOE <Chase.McVeigh-Walker@oregon.gov>

Sent: Thursday, November 12, 2020 5:37 PM

Subject: Carty Generating Station: Notice of Proposed Order on Request for Amendment 2 of the Site Certificate

Good afternoon,

The Department is providing notice to reviewing agencies, pursuant to OAR 345-027-0072(2)(c), of the issuance of a Proposed Order on Request for Amendment 2 (RFA2) of the Carty Generating Station Site Certificate.

Summary of the amendment request

RFA2 seeks Council approval to incorporate existing, common infrastructure shared by the facility and Boardman Coal Plant (BCP); modify site boundary to extend into Gilliam County and incorporate the existing BCP facility components into the site certificate; and, construct and operate new facility component. This amendment request is related to the shutdown of the adjacent BCP, scheduled to occur by end of 2020.

The proposed order includes the Oregon Department of Energy’s recommendation that the Energy Facility Siting Council approve and grant a second amended site certificate for Carty Generating Station, subject to the existing and recommended new and amended conditions set forth in the proposed order. This amendment is being processed under Type B review and therefore does not include an opportunity to request a contested case proceeding on the proposed order.

Procedural Summary

On October 2, 2020 the Oregon Energy Facility Siting Council (Council) and the Oregon Department of Energy (Department) received a complete Request for Amendment 2 of the Carty Generating Station (facility) site certificate (RFA2). On October 2, 2020, the Department issued its Draft Proposed Order presenting recommended findings of fact related to Council standards at OAR Chapter 345 Divisions 22-24. Six comments were received on the record of the draft proposed order, including comments from members of the public, reviewing agencies, and the certificate holder. On November 12, 2020 the Department issued its Proposed Order.

Attachments

Public Notice of the Proposed Order on Amendment 2 is attached for your reference. RFA2, proposed order and public notice are available on the Department’s project website at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/CGSaspx>



Chase McVeigh-Walker
Senior Siting Analyst
550 Capitol St. NE | Salem, OR 97301
P: 503-934-1582
P (In Oregon): 800-221-8035



Stay connected!



PUBLIC NOTICE

Carty Generation Station

Notice of Proposed Order on Request for Amendment 2

Summary:

Date Notice Issued: November 12, 2020

Issuance of Proposed Order: The Oregon Department of Energy (ODOE), staff to the Energy Facility Siting Council (EFSC), issued a Proposed Order on Request for Amendment 2 (RFA2) (proposed order) of the Carty Generating Station Site Certificate on November 12, 2020. The proposed order recommends EFSC approve RFA2 and grant a second amended site certificate, subject to existing and recommended new and amended conditions.

This notice informs the public of the availability of the proposed order; however, under Type B amendment review, there is not an opportunity to request a contested case proceeding on the proposed order.

Facility Location: Morrow County (existing) and Gilliam County (proposed)

Type B Amendment Review: This amendment request is being processed under Type B review which, in accordance with Oregon Administrative Rule (OAR) Chapter 345, Division 27, does not include a public hearing or opportunity for contested case proceeding.

Description of Facility (Operational/Approved): Carty Generating Station is a 500 megawatt (MW) natural gas and solar energy facility, including an operational 450 MW combustion turbine generator and 50 MWs of approved not yet constructed solar photovoltaic components (Carty Solar Farm), which must begin construction by February 2022 and complete construction by February 2025.

Existing Facility Location: The Carty Generating Station is located within an approximately 1,581 acre site boundary, approximately 13 miles southwest of the City of Boardman in Morrow County. The facility is adjacent to the Boardman Coal Plant.

A map of the facility and proposed amended site boundary is provided as an attachment to this notice. For detailed maps, please see Figures 1 through 4 of RFA2 available on the [Department's website](#), or visit our online mapping tool at <https://tinyurl.com/EFSCmap>.

Proposed Changes in Request for Amendment 2: Facility modifications proposed in RFA2 include incorporation of existing common infrastructure shared by the facility and Boardman Coal Plant (BCP), including the 500 kilovolt (kV) Grassland to Slatt transmission line, Carty Reservoir, water discharge channel, sanitary sewer lagoons, Boeing well and pump; modification of the site boundary to extend into Gilliam County and incorporate the following existing BCP facility components into the site certificate: Construction substation, fire water tank, 230 kV Dalreed transmission line, 34.5 kV BCP railroad crossing at Tower Road transmission line, 12 kV underground distribution line, 480-volt underground distribution line, two evaporation ponds, irrigation pump station, 34.5 kV underground transmission line; and, construction and operation of the following components: septic system, water pipeline, wastewater pipeline, security guard station, office and warehouse space, and a 230 kV substation (Carty substation).

This amendment request is related to the shutdown of the adjacent BCP, scheduled to occur by end of 2020.

EFSC Review Process: The amendment request is being processed under "Type B" review, per OAR 345-027-0368 and -0372. The proposed order considers all comments received on the record of the draft proposed order within EFSC jurisdiction. The proposed order recommends approval of the

changes proposed in RFA2 and issuance a second amended site certificate.

EFSC will review the proposed order at its November 19, 2020 meeting to be held via phone and a web-based virtual meeting. EFSC, may adopt, modify or reject the proposed order based on the considerations described in OAR 345-027-0375. In a written final order, EFSC shall either grant or deny issuance of an amended site certificate. Judicial review of Council's final order granting or denying an amendment request is as described in OAR 345-027-0372(5) and Oregon Revised Statute 469.403.

For more information relating to EFSC standards, please visit:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Siting-Standards.aspx>

Receipt of this Notice: Please note that you may be receiving this notice for multiple reasons:

1. You own property within or adjacent to (within 500 feet) the property on which the facility is located. You will automatically receive all future notices on this facility.
2. You have requested to receive paper notices on the Carty Generating Station. If you wish to be removed from this mailing list, please contact Chase McVeigh-Walker.
3. You have previously signed up via GovDelivery/ClickDimensions or by contacting ODOE to receive notices related to Carty Generating Station or all EFSC project-related notices. You will automatically receive all future notices per your request, unless you unsubscribe via ClickDimensions or by contacting ODOE.

More Information: Please contact Chase McVeigh-Walker, Senior Siting Analyst, at the phone, email address or mailing address listed in this notice.

Chase McVeigh-Walker, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE, 1st Floor
Salem, OR 97301
Email: chase.mcveigh-walker@oregon.gov
Phone: 503-934-1582

More information about the facility and updates on the review process is available using any of the following options.

1) Oregon Department of Energy's webpage:

More details on Carty Generating Station, including the certificate holder's RFA2, Type B Review Amendment Determination Request (Type B Review ADR), Department Determination on Type B Review ADR, Draft Proposed Order and Proposed Order are available online at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/CGS.aspx>

Additional resources to help you participate in the state siting process can be found at:

<http://www.oregon.gov/energy/facilities-safety/facilities/pages/default.aspx>

2) Updates by email/mail:

Subscribe to ClickDimensions, a self-managed, automated email system that sends notices and updates on Carty Generating Station as well as any or all other energy facilities and events under EFSC jurisdiction. For more information, please visit:

<https://tinyurl.com/ODOE-EFSC>.

To receive notices by U.S. Mail, please contact Chase McVeigh-Walker.

3) In hardcopy:

Hard copies of Request for Amendment 2, Draft Proposed Order and Proposed Order are available for public inspection at:

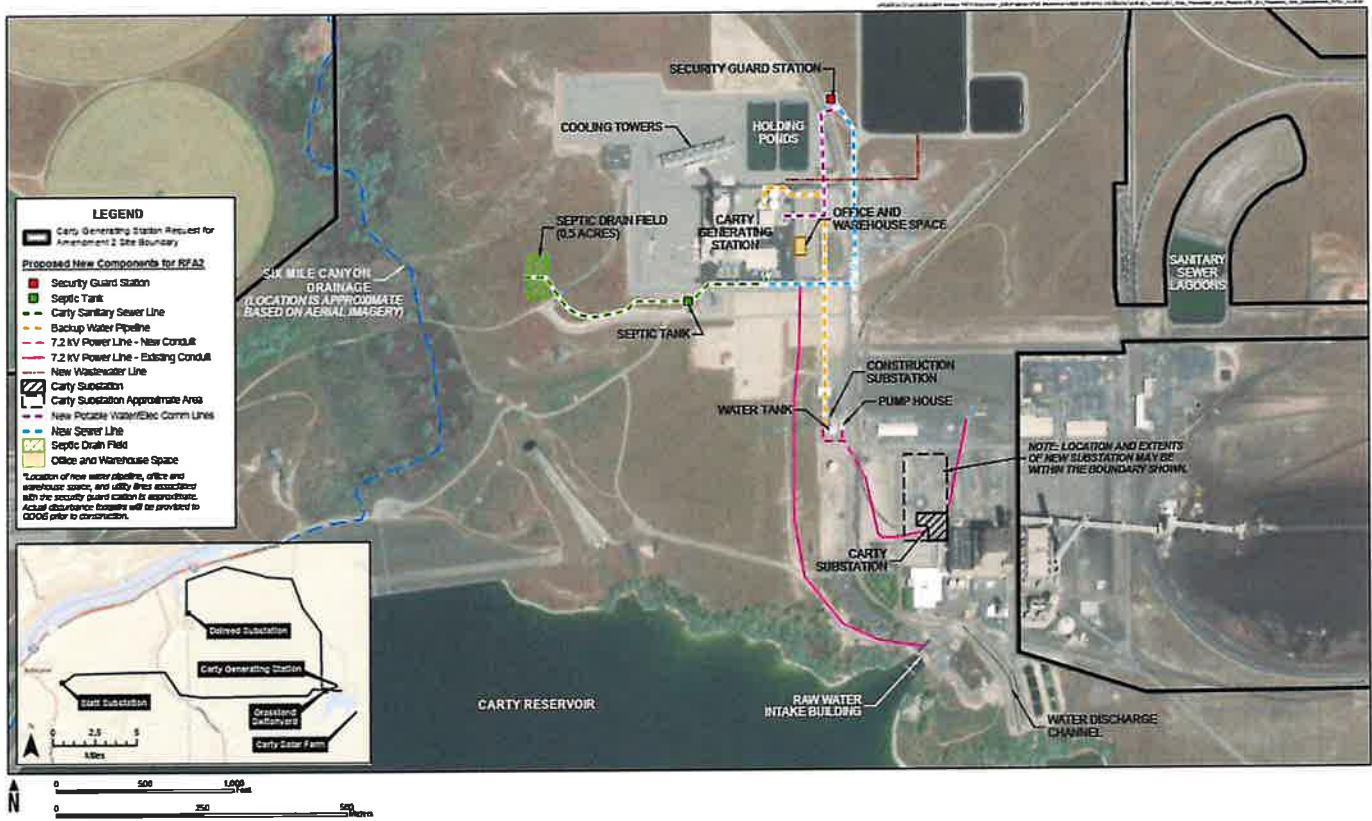
Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

Please contact Chase McVeigh-Walker if you wish to arrange a time to inspect the request to transfer.

Accessibility information:

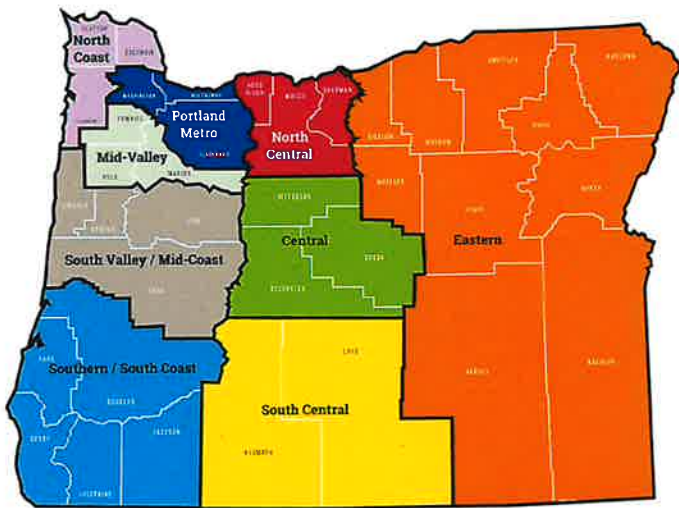
The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language accommodations, or need information in an alternate format, please contact Michiko Mata at 503-378-3895, toll-free in Oregon at 800-221-8035, or email to michiko.mata@oregon.gov.

Figure 1: Carty Generation Station Regional Location and Location of Proposed Facility Modifications

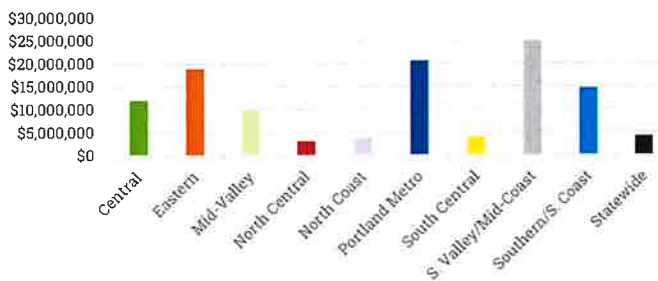


Distribution of Coronavirus Relief Funds

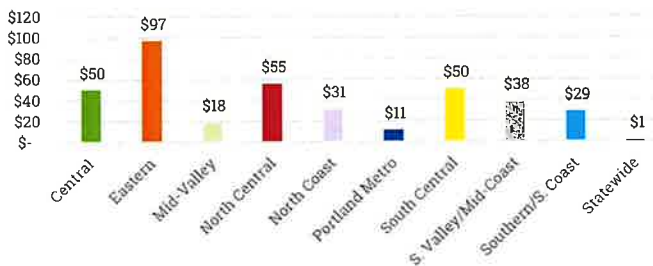
Regions	Sum of Award	Award % By Region	Population	Region % of Pop.	\$ Per Capita
Central	\$11,909,363	10%	240,280	6%	\$50
Eastern	\$18,823,004	16%	194,830	5%	\$97
Mid-Valley	\$9,919,436	9%	538,760	13%	\$18
North Central	\$3,010,297	3%	54,490	1%	\$55
North Coast	\$3,685,793	3%	118,580	3%	\$31
Portland Metro	\$20,472,796	18%	1,858,560	44%	\$11
South Central	\$3,836,544	3%	76,270	2%	\$50
South Valley/Mid-Coast	\$24,754,914	22%	648,050	15%	\$38
Southern/South Coast	\$14,527,320	13%	506,580	12%	\$29
Statewide	\$4,030,000	4%			
Grand Total	\$114,969,467		4,236,400		\$27



Award \$ per Region



Award \$ per Capita by Region



Program and Region	Sum of Award	% by Region	\$ Per Capita
Arts	\$25,745,343		
Central	\$1,292,603	5%	\$5.38
Eastern	\$1,180,882	5%	\$6.06
Mid-Valley	\$1,939,128	8%	\$3.60
North Central	\$384,688	1%	\$7.06
North Coast	\$638,993	2%	\$5.39
Portland Metro	\$15,365,493	60%	\$8.27
South Central	\$166,292	1%	\$2.18
South Valley/Mid-Coast	\$3,013,507	12%	\$4.65
Southern/South Coast	\$1,763,757	7%	\$3.48
Broadband	\$11,594,353		
Central	\$270,758	2%	\$1.13
Eastern	\$2,693,415	23%	\$13.82
Mid-Valley	\$1,266,575	11%	\$2.35
North Central	\$784,575	7%	\$14.40
North Coast	\$401,800	3%	\$3.39
Portland Metro	\$922,803	8%	\$0.50
South Central	\$150,252	1%	\$1.97
South Valley/Mid-Coast	\$3,880,210	33%	\$5.99
Southern/South Coast	\$1,223,965	11%	\$2.42
Hospitals	\$49,189,271		
Central	\$8,388,502	17%	\$34.91
Eastern	\$11,900,707	24%	\$61.08
Mid-Valley	\$3,496,233	7%	\$6.49
North Central	\$591,034	1%	\$10.85
South Central	\$1,900,000	4%	\$24.91
South Valley/Mid-Coast	\$14,684,197	30%	\$22.66
Southern/South Coast	\$8,228,598	17%	\$16.24
Small Biz	\$25,440,500		
Central	\$1,917,500	8%	\$7.98
Eastern	\$2,730,000	11%	\$14.01
Mid-Valley	\$3,217,500	13%	\$5.97
North Central	\$1,250,000	5%	\$22.94
North Coast	\$2,645,000	10%	\$22.31
Portland Metro	\$3,490,500	14%	\$1.88
South Central	\$1,620,000	6%	\$21.24
South Valley/Mid-Coast	\$3,050,000	12%	\$4.71
Southern/South Coast	\$3,230,000	13%	\$6.38
Statewide	\$2,290,000	9%	\$0.54
Tech. Asst.	\$3,000,000		
Central	\$40,000	1%	\$0.17
Eastern	\$318,000	11%	\$1.63
Portland Metro	\$694,000	23%	\$0.37
South Valley/Mid-Coast	\$127,000	4%	\$0.20
Southern/South Coast	\$81,000	3%	\$0.16
Statewide	\$1,740,000	58%	\$0.41
Grand Total	\$114,969,467		

These are awards that have been made to the recipients. While most awards are under executed contracts, some are not yet.

Population data comes from the Portland State University Population Research Center's 2019 annual population estimate.

Updated 10/30/2020 11:43am

Governor Kate Brown's Press Office



STATE OF OREGON
Office of the Governor
KATE BROWN

NEWS RELEASE

November 17, 2020

Media Contact:

[Liz Merah](#), 503-877-8287

**Governor Kate Brown Announces \$55 Million
in Financial Assistance to Support Oregon
Businesses**

*Funds will be allocated to counties to distribute to businesses that
have been hard hit by COVID-19*

(Salem, OR) — Governor Kate Brown announced today that the state will commit \$55 million in financial assistance to support Oregon businesses who have been impacted by COVID-19 restrictions. These funds will be allocated to counties to distribute to businesses who have been financially impacted, with a priority for the hospitality industry, businesses impacted by the freeze, small businesses, and women, Black, Indigenous, People of Color, and Tribal-owned businesses.

“Our iconic main street businesses have sacrificed too much already in this pandemic,” said Governor Brown. “While we have invested over \$100 million in Oregon businesses so far, we must find additional resources to deploy quickly to help businesses that are suffering, particularly our small businesses and those owned by Black, Indigenous, Latino, Latina, Latinx, Asian, Pacific Islander, Native American, and Tribal members. I know that this is not enough. I remain committed to fighting for additional resources at the federal level, including a reauthorization of the important features of the CARES Act, like the Payroll Protection Program and an extension of unemployment insurance benefits.”

The \$55 million in Coronavirus Relief Funds will be allocated to counties, with each county receiving a base of \$500,000 plus a per capita allocation of the remainder of the funds. The counties will be responsible for deciding how businesses apply to receive funds and communicating the application process to businesses.

The Governor’s Office anticipates that funds will be distributed to counties within the next several weeks. Businesses who are interested in applying should contact their county for more information.

###

Population Estimates Counties \$55 Million @ \$500,000 Min.

	Certified Population Estimate July 1, 2019	No Minimun	\$500,000 Min	Leftover Population	Pro-rata	Estimate
Oregon	4,236,400					
BAKER	16,820	\$ 218,369	\$ 500,000			\$ 500,000
BENTON	94,360	\$ 1,225,050		94,360	\$ 1,107,070	\$ 1,107,070
CLACKAMAS	423,420	\$ 5,497,144	\$ -	423,420	\$ 4,967,737	\$ 4,967,737
CLATSOP	39,330	\$ 510,610	\$ -	39,330	\$ 461,436	\$ 461,436
COLUMBIA	52,750	\$ 684,839	\$ -	52,750	\$ 618,885	\$ 618,885
COOS	63,290	\$ 821,676	\$ -	63,290	\$ 742,544	\$ 742,544
CROOK	23,440	\$ 304,315	\$ 500,000			\$ 500,000
CURRY	23,000	\$ 298,603	\$ 500,000			\$ 500,000
DESCHUTES	193,000	\$ 2,505,665	\$ -	193,000	\$ 2,264,355	\$ 2,264,355
DOUGLAS	112,250	\$ 1,457,310	\$ -	112,250	\$ 1,316,963	\$ 1,316,963
GILLIAM	1,990	\$ 25,836	\$ 500,000			\$ 500,000
GRANT	7,360	\$ 95,553	\$ 500,000			\$ 500,000
HARNEY	7,360	\$ 95,553	\$ 500,000			\$ 500,000
HOOD RIVER	25,480	\$ 330,800	\$ 500,000			\$ 500,000
JACKSON	221,290	\$ 2,872,946	\$ -	221,290	\$ 2,596,265	\$ 2,596,265
JEFFERSON	23,840	\$ 309,508	\$ 500,000			\$ 500,000
JOSEPHINE	86,750	\$ 1,126,251	\$ -	86,750	\$ 1,017,787	\$ 1,017,787
KLAMATH	68,190	\$ 885,292	\$ -	68,190	\$ 800,033	\$ 800,033
LAKE	8,080	\$ 104,900	\$ 500,000			\$ 500,000
LANE	378,880	\$ 4,918,893	\$ -	378,880	\$ 4,445,176	\$ 4,445,176
LINCOLN	48,260	\$ 626,546	\$ -	48,260	\$ 566,206	\$ 566,206
LINN	126,550	\$ 1,642,963	\$ -	126,550	\$ 1,484,737	\$ 1,484,737
MALHEUR	32,030	\$ 415,837	\$ 500,000			\$ 500,000
MARION	347,760	\$ 4,514,871	\$ -	347,760	\$ 4,080,063	\$ 4,080,063
MORROW	12,680	\$ 164,621	\$ 500,000			\$ 500,000
MULTNOMAH	821,730	\$ 10,668,291	\$ -	821,730	\$ 9,640,873	\$ 9,640,873
POLK	82,940	\$ 1,076,787	\$ -	82,940	\$ 973,086	\$ 973,086
SHERMAN	1,770	\$ 22,979	\$ 500,000			\$ 500,000
TILLAMOOK	26,500	\$ 344,042	\$ 500,000			\$ 500,000
UMATILLA	81,160	\$ 1,053,678	\$ -	81,160	\$ 952,202	\$ 952,202
UNION	26,840	\$ 348,456	\$ 500,000			\$ 500,000
WALLOWA	7,150	\$ 92,826	\$ 500,000			\$ 500,000
WASCO	27,240	\$ 353,649	\$ 500,000			\$ 500,000
WASHINGTON	613,410	\$ 7,963,731	\$ -	613,410	\$ 7,196,778	\$ 7,196,778
WHEELER	1,440	\$ 18,695	\$ 500,000			\$ 500,000
YAMHILL	108,060	\$ 1,402,913	\$ -	108,060	\$ 1,267,804	\$ 1,267,804
		\$ 55,000,000	\$ 8,500,000	3,963,380	46,500,000	\$ 55,000,000
			\$ 46,500,000			

Incorporated City/Town	Certified Estimate July 1, 2019	Incorporated City/Town	Certified Estimate July 1, 2019	Incorporated City/Town	Certified Estimate July 1, 2019	Incorporated City/Town	Certified Estimate July 1, 2019	Incorporated City/Town	Certified Estimate July 1, 2019
Adair Village	900	Depoe Bay	1,445	Independence	9,530	Mt. Vernon	525	Sodaville	345
Adams	375	Detroit	210	Ione	330	Myrtle Creek	3,490	Spray	160
Adrian	185	Donald	990	Irrigon	2,030	Myrtle Point	2,535	Springfield	61,355
Albany	54,120	Drain	1,165	Island City	1,140	Nehalem	280	St. Helens	13,410
Amity	1,670	Dufur	625	Jacksonville	3,015	Newberg	24,045	St. Paul	435
Antelope	50	Dundee	3,235	Jefferson	3,265	Newport	10,285	Stanfield	2,245
Arlington	615	Dunes City	1,345	John Day	1,735	North Bend	9,925	Stayton	7,870
Ashland	20,960	Durham	1,885	Johnson City	565	North Plains	3,285	Sublimity	2,970
Astoria	9,690	Eagle Point	9,260	Jordan Valley	175	North Powder	445	Summerville	135
Athens	1,170	Echo	710	Joseph	1,120	Nyssa	3,320	Sumptner	205
Aumsville	4,130	Elgin	1,730	Junction City	6,170	Oakland	965	Sutherlin	8,235
Aurora	985	Elkton	215	Keizer	38,580	Oakridge	3,305	Sweet Home	9,340
Baker City	9,965	Enterprise	1,985	King City	4,190	Ontario	11,485	Talent	6,465
Bandon	3,220	Estacada	3,725	Klamath Falls	22,000	Oregon City	35,570	Tangent	1,260
Banks	1,865	Eugene	171,210	La Grande	13,290	Paisley	305	The Dalles	14,820
Barlow	135	Fairview	9,005	La Pine	1,900	Pendleton	17,020	Tigard	53,450
Bay City	1,350	Falls City	980	Lafayette	4,125	Philomath	4,900	Tillamook	4,935
Beaverton	98,255	Florence	8,850	Lake Oswego	39,115	Phoenix	4,650	Toledo	3,490
Bend	91,385	Forest Grove	25,180	Lakeside	1,750	Pilot Rock	1,505	Troutdale	16,185
Boardman	4,505	Fossil	475	Lakeview	2,300	Port Orford	1,150	Tualatin	27,135
Bonanza	455	Garibaldi	830	Lebanon	17,135	Portland	657,100	Turner	2,215
Brookings	6,645	Gaston	655	Lexington	265	Powers	695	Ukiah	235
Brownsville	1,720	Gates	485	Lincoln City	8,795	Prairie City	915	Umatilla	7,470
Burns	2,835	Gearhart	1,525	Lonerock	20	Prescott	55	Union	2,170
Butte Falls	460	Gervais	2,615	Long Creek	195	Prineville	10,220	Unity	75
Canby	16,950	Gladstone	11,905	Lostine	215	Rainier	1,940	Vale	1,875
Cannon Beach	1,730	Glendale	860	Lowell	1,090	Redmond	30,600	Veneta	4,800
Canyon City	705	Gold Beach	2,290	Lyons	1,200	Reedsport	4,215	Vernonia	2,095
Canyonville	1,975	Gold Hill	1,220	Madras	6,380	Richland	175	Waldport	2,110
Carlton	2,270	Granite	40	Malin	820	Riddle	1,190	Wallowa	840
Cascade Locks	1,375	Grants Pass	37,485	Manzanita	645	Rivergrove	505	Warrenton	5,320
Cave Junction	1,975	Grass Valley	165	Maupin	430	Rockaway Beach	1,365	Wasco	425
Central Point	18,365	Greenhorn	2	Maywood Park	750	Rogue River	2,235	Waterloo	235
Chiloquin	740	Gresham	111,810	McMinnville	33,930	Roseburg	24,890	West Linn	25,905
Clatskanie	1,775	Haines	415	Medford	81,465	Rufus	280	Westfir	265
Coburg	1,295	Halfway	295	Merrill	845	Salem	167,400	Weston	690
Columbia City	1,985	Halsey	940	Metolius	825	Sandy	11,075	Wheeler	400
Condon	690	Happy Valley	21,700	Mill City	1,880	Scappoose	7,270	Willamina	2,250
Coos Bay	16,700	Harrisburg	3,680	Millersburg	2,615	Scio	930	Wilsonville	25,635
Coquille	3,920	Helix	195	Milton-Freewater	7,145	Scotts Mills	380	Winston	5,550
Cornelius	12,225	Heppner	1,295	Milwaukie	20,535	Seaside	6,585	Wood Village	4,060
Corvallis	58,885	Hermiston	18,415	Mitchell	140	Seneca	200	Woodburn	25,135
Cottage Grove	10,140	Hillsboro	103,350	Molalla	9,885	Shady Cove	3,145	Yachats	760
Cove	550	Hines	1,565	Monmouth	9,920	Shaniko	35	Yamhill	1,105
Creswell	5,510	Hood River	8,305	Monroe	640	Sheridan	6,205	Yoncalla	1,070
Culver	1,560	Hubbard	3,305	Monument	130	Sherwood	19,595		
Dallas	16,260	Huntington	445	Moro	335	Siletz	1,235		
Dayton	2,740	Idanha	155	Mosier	470	Silverton	10,380		
Dayville	155	Imbler	305	Mt. Angel	3,465	Sisters	2,985		

Prepared by Population Research Center
College of Urban and Public Affairs, Portland State University
December 16, 2019



November 18, 2020

**Honorable Governor Kate Brown
900 Court St. NE, Room 254
Salem, OR 97301**

Dear Governor Brown,

We appreciate and understand the challenges you have faced as our Governor during this challenging time in Oregon. We have seen improvements in the response to COVID-19 and the executive decisions you have made that have slowed the spread of the virus. In our roles as state legislators, county commissioners and judges, and regional leaders, we've encouraged every effort available to do the same.

A one-size-fits-all approach to shutting down the state was logical and appropriate in March when the onset of this pandemic was new and was unknown. Over time, we have learned, adapted, adjusted and improved. Keeping counties and regions in a Phase II for an indefinite period of time is a one size fits all approach that does not work any longer.

It is time to re-evaluate the metrics and the ever-changing goal posts related to slowing the spread of COVID-19 in our rural, semi-rural, eastern and frontier communities. We have shut down for months, we have met the metrics required, we have followed the goal posts as they've moved, we have adhered to the rules, we have slowed the spread—and yet, our counties, communities, small businesses, K-12 schools, childcare and colleges, health departments and more, sit in a stale and stagnant state without forward progress. We have done and continue to do all that is within our capacity to slow the spread of COVID-19, and now, some of our border counties are being directly affected by decisions and actions from outside our state over which we have no control.

This is not a sustainable position for our communities.

Our COVID-19 cases will ebb and flow over the next several months just as they have over the last several weeks. This metric is not a reliable indicator of the situation. The metric that is most important to reconsider at this time is the original goal of ensuring there is adequate hospital capacity and not overwhelming our medical facilities. We have met this goal from the onset and continue to meet this goal. This must be the benchmark for future conversations on how we learn to live with COVID-19.

There is still much we don't know about COVID-19, but what we do know is the continued closure and limitations under these guidelines disproportionately impact women, single-parent homes, rural communities and small businesses. Our students are struggling in their education

as well as their mental and emotional fitness, families have been stressed to the maximum, and decade-old businesses that are the lifeblood of our Oregon communities have closed for good.

Over the past few weeks, we have safely met with school superintendents, the ODE Director, county sheriffs, county public health authorities and agency representatives to discuss how we move forward.

We must make significant changes to the way our systems are being managed going forward. It is not realistic or sustainable to continue in Phase I or II, as currently described, for our districts, counties and communities wherein.

We propose four areas for change:

- 1. Restaurants and bars:** Our hospitality industry, restaurants and bars must be able to stay open. The data shared by OHA does not show any indication that our restaurants and bars are the cause of increased cases. In addition, our hospitality industry is responsible for employing tens of thousands of Oregonians and keeping our already-fragile economy moving. Our restaurants and bars need to be able to extend their hours beyond the arbitrary closing time of 10:00pm and need to safely expand their indoor occupancy especially as we head into the holiday season and winter when indoor restaurants, lodging and tourism activity will grow. We are at risk for nearly 40% of our remaining businesses closing in the next six months if we do not allow for reasonable expansion of these services and industries.
- 2. Schools:** Our schools need to be allowed to fully re-open for in-classroom learning, and our students need to be allowed to participate in extracurricular activities. All teachers, students, staff, and volunteers that want to return to in-person learning should be able to do so in a safe manner. All teachers, students, staff, and volunteers that desire to continue CDL should be able to do so. If it is safe for college athletes to return to sports, assuredly it is safe for high school students. Parents need to be able to return to work, and our students and teachers need the stability of the classroom.
- 3. State Agencies:** We need to reopen our state agencies at all levels, including and specifically DMVs, across the state. We would argue, and assume you would agree, that our state agencies and state employees are essential. These agencies are funded with public dollars and our public needs full access to these essential services.
- 4. Religious institutions:** Release our churches and places of worship. While outliers will exist as the exception, most churches and places of worship will be and have been more than scrupulous in protecting their congregations from harm from COVID-19. Give pastors, religious leaders and governing boards the latitude to exercise their best judgement for safety.

We have been living with extreme difficulty with COVID-19 for over eight months and have taken the necessary precautions during this time, but we have another six, 12, 18 months, or longer to go as we continue to understand this pandemic. Further shutdowns are not

sustainable. We must adapt our Phases to allow for therapeutic remedies that appear to be on the horizon.

At this juncture, by not allowing our kids to go to school, our parents and families to work, our agencies to open for services, and our small businesses to reopen for business, we are failing our state and devastating the lives of tens of thousands of Oregonians. Our rural communities are being left out and left behind. As leaders, we are failing our constituents and the future of our state's survival is at risk.

We urge you to consider a more realistic approach and set a course of action that allows for freedoms, safety, and sustainability to work in conjunction with one another. In order to accomplish this, we must empower our local public health authorities to work with the local elected leadership, both of whom fully know local situations, to work together and in partnership with the OHA to move forward with what can become a regional version of Phase II-A and Phase II-B.

We are having these conversations now, and more importantly, we are taking the necessary steps to develop these plans so we can act and move our unique regions forward towards a sustainable, viable future. Something has to change, and we're prepared to move ahead.

We have a simple ask.

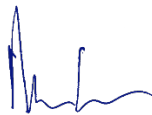
As the leaders chosen by Oregonians to represent their best interests and be their advocates, throughout and across our beautiful state, we would ask that the Governor and Governor's office participate in these meetings and work with us, assess the proposals and plans we put forward, and consider the options we will be recommending for your consideration and approval.

We look forward to hearing from you soon.

Sincerely,



Senator Lynn Findley
Senate District 30



Rep. Mark Owens
House District 60



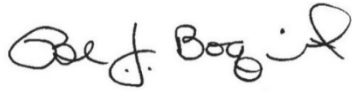
Senator Bill Hansell
Senate District 29



Senator Kim Thatcher
Senate District 13



Senator Fred Girod
Senate District 9



Senator Brian Boquist
Senate District 12



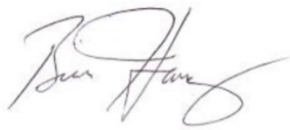
Senator Chuck Thomsen
Senate District 26



Rep. Greg Barretto
House District 58



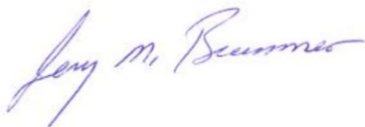
Rep. Raquel Moore-Green
House District 19



Bill Harvey
Baker County Commissioner



Mark Bennett
Baker County Commissioner



Jerry Brummer
Crook County Commissioner



Rep. Shelly Boshart-Davis
House District 15



Rep. Mike Nearman
House District 23



Rep. Bill Post
House District 25



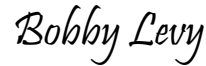
Rep. Rick Lewis
House District 18



Rep. Carl Wilson
House District 3



Rep. Elect and
Commissioner Lily Morgan
House District 3



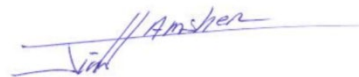
Rep-Elect Bobby Levy
House District 58



Patti Adair
Deschutes County Commissioner



Tony DeBone
Deschutes County Commissioner



Jim Hamsher
Grant County Commissioner

Sam Palmer
Grant County Commissioner

Pete Runnels
Harney County Commissioner

Patty Dorroh
Harney County Commissioner

Kristen Shelman
Harney County Commissioner

Mae Huston
Jefferson County Commissioner

Donnie Boyd
Klamath County Commissioner

Derrick DeGroot
Klamath County Commissioner

Kelley Minty Morris
Klamath County Commissioner

Mark Albertson
Lake County Commissioner

Brad Winters
Lake County Commissioner

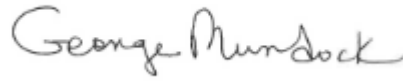
James Williams
Lake County Commissioner

Donald Hodge
Malheur County Commissioner

Larry Wilson
Malheur County Commissioner



Dan Joyce
Malheur County Commissioner



George Murdock
Umatilla County Commissioner



Melissa Lindsay
Morrow County Commissioner



John Shafer
Umatilla County Commissioner



Don Russell
Morrow County Commissioner



Paul Anderes
Union County Commissioner



Jim Doherty
Morrow County Commissioner



Matt Scarfo
Union County Commissioner



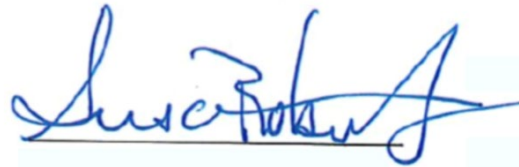
Todd Nash
Polk County Commissioner



Donna Beverage
Union County Commissioner



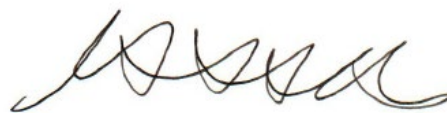
Craig Pope
Polk County Commissioner



Susan Roberts
Wallowa County Commissioner



Bill Elfering
Umatilla County Commissioner



Mary Starrett
Yamhill County Commissioner