

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, January 27, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable and Payroll Payables
 - b. Resiliency Fund Grant & Tillamook County Creamery Association Grant Recipient Lists
 - c. Letter of Support for Heritage River Trail Grant Application
5. **Business Items**
 - a. Review Statewide Transportation Improvement Fund Discretionary Grants (Katie Imes, Coordinator, The Loop)
 - b. Second Reading and Adoption: Ordinance No. ORD-2021-1: Article 9 Code Amendments (Tamra Mabbott, Planning Director)
 - ~~c. Amendment to Columbia Development Authority 2013 Programmatic Agreement (Tamra Mabbott)~~
 - d. Order No. OR-2021-3 Adopting a Fee Schedule
 - e. Columbia River Enterprise Zone III Intergovernmental Agreements (Justin Nelson, County Counsel)
 - f. Defined Contribution Retirement Plan Document Review and Approval (Lindsay Grogan, Human Resources)
 - g. Emergency Operations Center Update
 - i. Extend Paid Leave "B" for School Closures and Childcare
 - ii. Extend COVID Telecommuting Policy
 - h. Building Project Update
 - i. **Dues Invoice from the Association of Oregon Counties**
6. **Department Reports**
 - a. Road Department Monthly Report (Eric Imes, Assistant Road Master)
 - b. Local Public Safety Coordinating Council Quarterly Report (Jessica Rose, Coordinator)
 - c. Clerk's Quarterly Report (Bobbi Childers)
 - d. Human Resources Quarterly Report (Lindsay Grogan)
 - ~~e. Surveyor's Quarterly Report (Matt Kenny)~~
 - ~~f. Public Health Quarterly Report (Nazario Rivera, Director)~~
 - ~~g. Weed Department Quarterly Report (Dave Pranger)~~
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

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

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

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

Zoom Meeting Information

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#

Tillamook Grant Awards	
Business Name	Amount of Award
Our Lady of Guadalupe Catholic Church	\$2,500
Citlalizmendoza/A&C Trucking	\$2,500
Saeskin LLC	\$2,500
Studio 6 Designworks LLC	\$2,500
Columbia Basin Heating and Cooling	\$2,500
Connell Company, LLC	\$2,500
O'Doherty Outfitters	\$2,500
Perk and Brews	\$2,500
Marcie's Nutrition Center	\$2,500
Marcie's Consulting Service	\$2,500
Seco Pallets LLC	\$2,500
Danielle K. Hoefft, LMT	\$2,500
	\$30,000

Resiliency Grant Awards	
Business Name	Amount of Award
Dancing Bee Acres, LLC	\$ 5,628
Columbia River Gifts & Goodies	\$ 5,628
Our Lady of Guadalupe Catholic Church	\$ 5,628
Boardman Jumpstart Java	\$ 8,165
Citlali Mendoza/A&C Trucking	\$ 5,628
3's Company - Bucknums Restaurant	\$ 10,471
Saeskin LLC	\$ 5,628
Heppner Day Care	\$ 24,218
Studio 6 Designworks	\$ 5,628
Head to Toes Salon Care	\$ 5,628
Nolan's Janitorial	\$ 11,532
Route 74 Restaurant	\$ 10,471
Kaley Patterson, LMT	\$ 6,089
Tacos Hometown	\$ 9,318
Gateway Café/Happy Pappy Catering	\$ 11,532
Hair Expressions - Kellie	\$ 5,628
Hair Expressions - Amber	\$ 5,628
Steve's Guide Service	\$ 5,628
Hair Expressions	\$ 7,842
Xtreme Housekeeping	\$ 9,318
Essential Massage	\$ 5,628
Hair I Am	\$ 5,628
Columbia Basin Heating and Cooling	\$ 9,318
Equine Elegance	\$ 5,628
Connell Company, LLC	\$ 5,628
Willow Creek Terrace	\$ 7,934

American Auto Body, LLC	\$ 5,628
Jay Coil Fabricating, LLC	\$ 5,628
Heppner Community Foundation	\$ 11,433
O'Doherty Outfitters	\$ 5,628
Perk and Brews	\$ 8,165
Ione Market & Deli	\$ 8,165
Sage Clothing Company	\$ 5,628
Black Acre Farm	\$ 5,628
The Learning Adventure	\$ 16,237
Macarios Mexican Restaurant	\$ 10,471
Desert Food Park	\$ 5,628
La Reyna Fruteria	\$ 5,628
Don Martin - translation office	\$ 5,628
Trenda La Guadalupana	\$ 7,012
Pena's Boutique	\$ 5,628
Taqueria Apatzingan	\$ 7,012
El Salvadoreno	\$ 7,012
Triple A Trucking LLC	\$ 5,628
Marcie's Nutrition Center	\$ 5,628
El Torto Party Rentals LLC	\$ 5,628
Xocolatl Bakery	\$ 7,012
Seco Pallets LLC	\$ 5,628
Marcie's Consulting Service	\$ 5,628
Neighborhood Center of South Morrow County	\$ 5,628
	\$ 371,939

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Letter of support by the Board of Commissioners for the Heritage River Trail refinement grant application submittal to ODOT. Please see attached letter.

2. FISCAL IMPACT:

n/a

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

BOC supports letter and directs Chair Russell to sign in order to meet the 1/31/21 grant submittal deadline.

Attach additional background documentation as needed.



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

Board of Commissioners

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

January 27, 2021

Oregon Department of Transportation
2021 Oregon Community Paths Grant Program

The Morrow County Board of Commissioners supports the County's Department of Community Development application for a Community Paths fund grant for the Columbia River Heritage Trail to:

1. Formalize the Columbia River Heritage Trail Concept (June 2000) by engaging the services of a trail consultant to the Plan to re-engage the communities, industries, and small business that could benefit from greater usage of the Trail. The consultant would also be tasked with providing design, engineering, and construction costs for trail segments (western portion) the County identified in the Concept Plan through public engagement and stakeholder meetings;
2. Identify various improvements to existing segments of the Trail, including clearing non-protected vegetation, replacing worn and illegible interpretative and Trail marker signage with bi-lingual messaging, and Trail maintenance from the western Umatilla County line through Irrigon, the Port of Morrow, and Boardman.

The 2000 Concept Plan addresses the management of natural and cultural resources, visitor use and access, interpretation and other Trail facilities. The major components of the plan are:

1. The resources and their significance;
2. The vision and goals for the Heritage Trail; and
3. The concept, which is a detailed description of the recommended Trail route, development strategies, and specific management actions.

The original concept for the Trail was to build and manage a continuous trail spanning approximately 25 miles that loosely parallels the Columbia River for the full width of north Morrow County. The goal of the Trail was to serve as a path for families, bicycling and pedestrian commuters, tourists, and non-motorized travelers and recreationists. It was named a 'Heritage Trail' to embrace the potential the Trail possesses to symbolize and honor the breadth and depth of past and present human activity in the region, and to preserve and appreciate natural and cultural resources. It accomplishes this by traveling through a variety of natural and built landscapes, linking rural and urban environments to the economic activity center, and protecting natural and cultural resources.

Undoubtedly, the growth of the Port of Morrow, the Cities of Boardman and Irrigon between 2000 and 2020 have clearly increased the use of the Trail. The demographic and economic growth necessitates re-engagement of a new generation of residents, industries, and small businesses in long-range visioning and action planning. This approach ensures that the proposed trail segments yet to be completed are still relevant, considering new residential, industrial, and business growth.

Needless to say, the Trail also serves as an alternative mode of transportation between the two Cities and the Port of Morrow, the County's economic activity center located to the east of Boardman, as a segment of the Trail lies within the Port area.

In conclusion, the ideals that helped define the vision and goals contained within the attached Concept Plan will be re-energized by engaging a new generation of local stakeholders. Every reasonable effort will be made to include all of the original participating stakeholders to ensure that the future of the Heritage Trail stays true to the vision and goals of the Concept Plan, while incorporating new ideas and visions of the growing community to create a practical and sustainable Plan. This approach is not only a testament to inter-community partnerships to improve the quality of life for the residents of Irrigon and Boardman, it also serves as an alternative mode of transportation to the County's economic activity center for residents who may be employed at the Port of Morrow and small businesses in Irrigon and Boardman.

Respectfully,

Don Russell, Chair
Morrow County Board of Commissioners

PC: Heritage Trail File



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

(For BOC Use)
Item #
5a

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

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: January 27th, 2021

Statewide Transportation Improvement Fund (STIF) Discretionary
Qualified Entity Review

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:
Gregg Zody 1/21/2021 Department Director Required for all BOC meetings
[Signature] Administrator Required for all BOC meetings
County Council *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*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):

This review is required by Oregon Department of Transportation. The Statewide Transportation Improvement Fund Advisory Committee has reviewed and voted to fund all projects. No changes were made by the Advisory Committee.

See attached documentation for an outline of each project.

2. FISCAL IMPACT:

N/A

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

"Fund" or "Not Fund" each project. Prioritize each project, and add comments if needed.

Attach additional background documentation as needed.



Statewide Transportation Improvement Fund Discretionary Program
STIF Advisory Committee Review

1. Vehicle Expansion

Grant Amount \$418,386.65 Match Amount \$46,487.41

Project will fund the purchase of the following vehicles:

- 1-30 passenger bus
- 3- 14 passenger buses
- 1- 5 passenger mini-van

2. Operating: Port of Morrow-Boardman Circular

Grant Amount \$166,500 Match Amount \$18,500

Project will fund one year of operations (FY 2022)

3. Operating: Heppner-Boardman Connector

Grant Amount \$155,700 Match Amount \$17,300

Project will fund one year of operations (FY 2022)

4. Operating: Arlington-Boardman Connector

Grant Amount \$203,400 Match Amount \$22,600

Project will fund one year of operations (FY 2022)

5. Planning – Bus Barn

Grant Amount \$88,686. Match Amount \$9,854

The project will fund the following tasks:

- a. Locating Land (if a county owned site is unidentified)
- b. Engineering Firm – Surveying
- c. Architecture Drawings
- d. Environmental Process
- e. Evaluate long term development strategies (federal vs. nonfederal)
- f. Contracting Process

STIF Discretionary and Statewide Transit Network Programs 2021-23

QE Review Form

Instructions:

Select your QE name from the below dropdown. Once selected, a new section will populate with a dropdown that lists the projects assigned to your QE for review. Select the project you wish to review. If you have multiple projects to review, select the "Add Project" button to create another project review section. Select "Submit" after reviewing all assigned projects.

(Optional) For each project, you may select a "Prioritized List Rank." There is a designated space for "Additional Comments" for each project section, which may be used to give rationale for the QE's funding recommendation or offer other considerations.

Qualified Entity Contact Name *

Qualified Entity Contact Email *

Qualified Entity *

Project 1

Morrow County Project List: *

QE Funding Recommendation *

- Fund
- Don't Fund

Prioritized List Rank (Optional)

Additional Comments

Project 2

Morrow County Project List: *

QE Funding Recommendation *

- Fund
- Don't Fund

Prioritized List Rank (Optional)

Additional Comments

Project 3

Morrow County Project List: *

QE Funding Recommendation *

- Fund
- Don't Fund

Prioritized List Rank (Optional)

Additional Comments

✖ Project 4

Morrow County Project List: *

Morrow County - Operating Arlington Boardman Port of Morrow Connector ▼

QE Funding Recommendation *

- Fund
- Don't Fund

Prioritized List Rank (Optional)

#4 ▼

Additional Comments

✖ Project 5

Morrow County Project List: *

Morrow County – Planning Bus Barn ▼

QE Funding Recommendation *

- Fund
- Don't Fund

Prioritized List Rank (Optional)

#5 ▼

Additional Comments

+ -

Please select to confirm that the STIF QE Advisory Committee was consulted prior to the submission of QE project feedback.

Save



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

(For BOC Use)
Item #
5b

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

Staff Contact: Stephanie Case
Department: Planning
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-922-4624
Requested Agenda Date: 01-27-2021

Ordinance No. ORD-2021-1, Morrow County Zoning Ordinance Article 9
Update, Second Reading & Adoption

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:

via email Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
via email 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):

Based on the outcome of the Public Hearing held on January 6, 2021, the item before you is the second reading of the Adopting Ordinance to Update Article 9 of the Zoning Ordinance which includes general editing and adoption of an Administrative Procedures process.

2. FISCAL IMPACT:

There is no direct fiscal impact to the County.

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

Not at this time.

Attach additional background documentation as needed.

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

AN ORDINANCE AMENDING THE MORROW)
COUNTY ZONING ORDINANCE, ARTICLE 9,) ORDINANCE NO. ORD-2021-1
ADMINISTRATIVE PROVISIONS)

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, Morrow County adopted a Comprehensive Land Use Plan which was acknowledged by the Land Conservation and Development Commission on January 15, 1986 and;

WHEREAS, the Morrow County Planning Commission held a public hearing to review the request on December 8, 2020 at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Planning Commission considered the request and unanimously voted to recommend that the Board of Commissioners approve the Zoning Ordinance Article 9 changes; and

WHEREAS, the Morrow County Board of Commissioners held a public hearing to consider the recommendation of the Morrow County Planning Commission on January 6, 2021, held at the Bartholomew Building in Heppner, Oregon; and

WHEREAS, the Morrow County Board of Commissioners accepted the Planning Commission recommendation, adopted Findings of Fact, and approved amendments to Zoning Ordinance, Article 9, Administrative Provisions.

NOW THEREFORE BE IT ORDAINED THAT THE MORROW COUNTY BOARD OF COMMISSIONERS ADOPTS AS AN AMENDMENT TO THE MORROW COUNTY ZONING ORDINANCE, ARTICLE 9, ADMINISTRATIVE PROVISIONS.

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as the “2021 Article 9 Update.”

Section 2 Affected and Attached Documents:

Morrow County Zoning Ordinance Article 9.

Section 3 Effective Date:

This ordinance shall be effective on May 1, 2021.

Date of First Reading: January 13, 2021

Date of Second Reading: January 27, 2021

ADOPTED BY THE MORROW COUNTY BOARD OF COMMISSIONERS THIS 27TH DAY OF JANUARY 2021.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

ARTICLE 9. ADMINISTRATIVE PROVISIONS

SECTION 9.010. ADMINISTRATION. The Secretary of the Planning Commission and the County Planning Director have the power and the duty to enforce the provisions of this Ordinance. The Board of Commissioners may appoint agents to issue zoning permits and to otherwise assist the Secretary or Planning Director in the processing of applications.

SECTION 9.020. Approval or denial of an application for a use permitted by this Ordinance shall be based upon and accompanied by a brief statement that explains the criteria and standards considered relevant to the decision, states the facts relied upon in rendering the decision and explains the justification for the decision based on the criteria, standards and facts set forth.

SECTION 9.030. APPEALS. A person may appeal to the Board of Commissioners from a decision or requirement made by the Planning Commission. A person may appeal to the Planning Commission from a decision or requirement made pursuant to this Ordinance by the Commission Secretary, Planning Director or other county official. Written notice of the appeal must be filed with the county within 15 days after the decision or requirement is made. The notice of appeal shall state the nature of the decision or requirement and the grounds for appeal.

- A. An appeal or review proceeding shall be based upon, but not limited to, the record of the decision being appealed or reviewed.
- B. Following the hearing, the Board of Commissioners or Planning Commission may overrule or modify any decision or requirement and shall set forth findings for such decision.
- C. The procedure, public notice and type of hearing for an appeal or review shall be in the same manner as for any application under this Ordinance.

SECTION 9.040. FORM OF PETITIONS, APPLICATIONS AND APPEALS. Petitions, application, and appeals provided for in this Ordinance shall be made on forms prescribed by the county. Applications shall be accompanied by plans and specifications, drawn to scale, showing the information listed in this Section and such other information as is needed to determine conformance with this Ordinance.

- A. One copy of a completed application form that includes the following information:
 - 1. An accurate legal description, tax account number(s), map and location of all properties that are the subject of the application.

2. Name, address, telephone number and authorization signature of all record property owners or contract owners, and the name, address and telephone number of the applicant, if different from the property owner(s).

B. A complete list of the permit approvals sought by the applicant.

C. A current preliminary title report for the subject property(ies).

D. A complete and detailed narrative description of the proposed development that describes existing site conditions, existing buildings, public facilities and services, presence of wetlands, steep slopes and other natural features, a discussion of the approval criteria for all permits required for approval of the development proposal that explains how the criteria are or can be met, and any other information indicated by the City as being required.

E. Up to 20 copies of all reports, plans, site plans and other documents required by the section of the code corresponding to the specific approval(s) sought. At least one copy of the site plan and all related drawings shall be in a readable/legible 8-1/2 by 11 inch format for inclusion into the city's bound record of the application.

F. A site plan shall include the following information. All site plans shall have dimensions clearly indicated. An applicant may provide the information on separate sheets, if necessary or desirable for clarity.

1. North arrow and scale

2. Location of property boundaries, including adjacent public or private streets and rights of way

3. Location of existing structures and natural features

4. Topography, with contours at no greater than 10 foot intervals, preferably less

5. Location of utilities and facilities, or proposed locations (sewer, water, fire hydrants, septic system, storm water facilities, etc.)

6. Proposed landscaping

7. Exterior lighting.

8. Circulation plan for vehicles, pedestrians, and bicyclists, including existing and proposed points of access and sidewalks.

9. Parking lot layout, with circulation plan and striping details.

10. Sign location and details

G. All required application fees, including a deposit for costs of consultant review when required.

SECTION 9.045. COMPLETENESS REVIEW.

A. Upon submission, the County Planning Department shall date stamp the application form and verify that the appropriate application fee has been submitted. The Planning Director shall review the application and all information submitted with it and evaluate whether the application is complete enough to process. Within 30 days of receipt of the application, the Planning Director shall complete this initial review and issue to the applicant a written statement indicating whether the application is complete enough to process, and, if not, what information must be submitted to make the application complete.

B. Upon receipt of a letter indicating the application is incomplete, the applicant has 180 days from the date the application was filed within which to submit the missing information or the application shall be rejected and all materials and the unused portion of the application fee returned to the applicant. If the applicant submits the requested information within the 180-day period, the County shall again verify whether the application, as augmented, is complete. An application shall be rejected if it has not been made complete within the 180-day time period, unless the applicant refuses in writing to submit additional information.

C. Once the County determines the application is complete enough to process, or the applicant fails to submit additional information, the County shall declare the application complete and take final action on the application within 150 days of that date unless the applicant waives or extends the 150-day period. The 150-day period, however, does not apply in the following situations:

1. Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the 150-day period.
2. The 150-day period does not apply to any application for a permit that is not wholly within the County's authority and control.
3. The 150-day period does not apply to any application for an amendment to the County's comprehensive plan or land use regulations

nor to any application for a permit, the approval of which depends upon a plan amendment

D. The approval standards which control the County's review and decision on a complete application are those which were in effect on the date the application was first submitted.

SECTION 9.046. ADMINISTRATIVE REVIEW.

- A. Uses allowed with standards that are authorized by this Ordinance are identified as administrative land use decisions and shall be processed in the manner described in ORS 215.416.
- B. The Planning Director may approve or deny an application for a permit without a hearing if the Planning Director or designee gives notice of the decision and provides an opportunity for any person who is adversely affected or aggrieved, or who is entitled to notice under paragraph (i) of this subsection, to request a hearing before the Planning Commission.
- C. A tentative decision by the Planning Director to approve, modify, or deny a land use request shall include written modifications and conditions, if any, and findings and conclusions which shall specifically address the relationship between the proposal and the applicable criteria for approval listed elsewhere in this chapter.
 - 1. In addition:
 - a. Written notice of the tentative decision by the Planning Director shall be mailed to those persons described in paragraph (i) of this subsection. The notice shall inform the applicant and the surrounding property owners that the Planning Director will issue a final decision, with or without modifications and/or conditions, or denial of the land use request 21 calendar days from the date of the notice; unless a public hearing is requested.
 - (i) Notice of a decision of this subsection shall be provided to the applicant and to the owners of record of property on the most recent property tax assessment roll where such property is located:
 - (a) Within 100 feet of the property that is the subject of the notice when the subject property is wholly or in part within an urban growth boundary;

(b) Within 250 feet of the property that is the subject of the notice when the subject property is outside an urban growth boundary and not within a farm or forest use zone; or

(c) Within 750 feet of the property that is the subject of the notice when the subject property is within a farm or forest zone.

b. Notice shall also be provided to any identified affected agencies of the proposal, per ORS 197.180.

c. When a proposal includes a parcel or parcels in an Interchange Area Management Plan (IAMP) Management Area, the County shall provide written notification to ODOT prior to the decision.

d. Notice shall also be provided to any neighborhood or community organization and whose boundaries include the site.

e. Notice shall be provided to the Department of Land Conservation and Development for lands within the farm or forest use zone.

D. The purpose of the notice is to provide affected property owners and agencies the opportunity to review the request and the tentative findings and conclusions of the Planning Department, and to either offer comments or requested conditions, or request a public hearing be held to deliberate on issues they deem are significant.

E. The notice shall include the following information:

1. The nature of the application and the proposed use or uses which could be authorized;

2. Street address or other easily understood location of the subject property and County-assigned planning file number;

3. A statement that a copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable cost, at the Planning Department during normal business hours; and

4. The name and telephone number of the planning staff person responsible for the application or is otherwise available to answer questions about the application.

F. If no request for a public hearing is received within 21 days, then the Planning Director's tentative decision shall become the final decision,

although conditions of approval may be added, modified, or deleted based on information received subsequent to notification.

- G. Failure of a property owner to receive notice as provided in this section shall not invalidate such proceedings if the mailing affidavit demonstrates that the notice was mailed to the address listed on the County Assessor's tax records.
- H. Notice of the final decision shall be sent to the applicant and any property owner, person, or agency which commented on the request, and to any other persons who requested such notice.
- I. If the proposed final decision is significantly different from that which was proposed in the tentative findings and conclusions that were sent out per this Section, then the process outlined in Paragraph C of this Section will be repeated.
- J. The final decision of the Planning Department on a land use request may be appealed within 15 days to the Planning Commission.
- K. The Planning Director is authorized to refer any application to the Planning Commission for consideration at a public hearing consistent with Section 9.050 of this Ordinance.

SECTION 9.050. PUBLIC HEARINGS.

A. Each notice of hearing authorized by this Ordinance shall be published in a newspaper of general circulation in the County at least 20 days prior to the date of hearing, except that a notice for a hearing before the Planning Commission on an amendment that requires two public hearings as specified in Article 8, may be given no less than 10 days in advance of the first public hearing.

B. In addition:

1. A notice of hearing shall be mailed to all owners of property within 250 feet of the property for which has been requested in the application. The notice of hearing shall be mailed at least twenty (20) days prior to the date of hearing.

2. When a proposal includes a parcel or parcels in an Interchange Area Management Plan (IAMP) Management Area, the County shall provide written notification to ODOT at least twenty (20) days prior to the date of hearing.

a. 3. Notice shall also be provided to any identified affected agencies of the proposal, per ORS 197.180.

C. Failure of a person to receive the notice prescribed in this section shall not impair the validity of the hearing.

D. The notice provisions of this section shall not restrict the giving of notice by other means, including mail, the posting of property, or the use of radio and television.

E. The notice shall include the following information:

1. The time, date and location of the public hearing;
2. Street address or other easily understood location of the subject property and County-assigned planning file number;
3. A description of the applicant's proposal, along with a list of citations of the approval criteria that the County will use to evaluate the proposal;
4. A statement that any interested party may testify at the hearing or submit written comments on the proposal at or prior to the hearing, and that a staff report will be prepared and made available to the public at least 7 days prior to the hearing;
5. A statement that any issue which is intended to provide a basis for an appeal to the Land Use Board of Appeals must be raised before the close of the public record. Issues must be raised and accompanied by statements or evidence sufficient to afford the County and all parties to respond to the issue;
6. A statement that the application and all supporting materials and evidence submitted in support of the application may be inspected at no charge, and that copies may be obtained at cost, at the Planning Department during normal business hours; and
7. The name and telephone number of the planning staff person responsible for the application or is otherwise available to answer questions about the application.

F. The Planning Commission and the Board of Commissioners may recess a hearing in order to obtain additional information or to serve further notice upon other property owners or persons it decides may be interested in the proposal being considered. Upon recessing, the time and date when the hearing is to be resumed shall be announced.

G. General rules for hearing.

1. The Hearing Body conducts the hearing in a quasi-judicial capacity; there shall be no audience demonstration or other conduct which would disrupt the hearing.

2. Persons may speak only after being recognized by the Chair and must state their full name and address for the record.

3. The Hearing Body considers only testimony and information that is relevant to the issue of the requested change, and will not allow immaterial or repetitious testimony.

H. Order of Procedure.

1. Call for abstentions.

2. Staff report and summary.

3. Proponent's case. The proponent and those favoring the proposal will be heard first.

4. Cross-examination of each proponent by the Hearing Body.

5. Opponent's case. Those opposed shall be heard next. Groups who are represented by a spokesman or who were entitled to receive notice of the hearing are requested to proceed first. Opponents may submit questions of the proponent to the Chair.

6. Cross-examination of each opponent by the Hearing Body.

7. Rebuttal. Both the proponents and opponents may submit rebuttal testimony; the proponent shall have final opportunity.

8. Close the hearing.

I. Decision of the Hearing Body. Upon closing the hearing, the Hearing body will deliberate the question and reach a decision or continue the matter for further study or decision, to a time and place then announced.

J. Recess of Hearing. The Hearing Body may recess a hearing in order to obtain additional information or to serve further notice upon other property owners or persons it decides may be interested in the proposal being considered. Upon recessing, the time and date when the hearing is to be resumed shall be announced.

K. Notice of Decision. The County shall send, by first class mail, a notice of all decisions rendered under this Ordinance to all persons with standing, i.e., the

applicant, all others who participated either orally or in writing before the close of the public record and those who specifically requested notice of the decision. The notice of decision shall include the following information:

1. The file number and date of decision;
2. The name of the applicant, owner and appellant (if different);
3. The street address or other easily understood location of the subject property;
4. A brief summary of the decision, and if an approval, a description of the permit authorized or approval granted;
5. A statement that the decision is final unless appealed, and description of the requirements for perfecting an appeal;
6. The contact person, address and a telephone number whereby a copy of the final decision may be inspected or copies obtained.

SECTION 9.060. SEWAGE DISPOSAL APPROVAL. No zoning permit shall be issued for any use or structure which will have an individual sanitary subsurface disposal system until written approval is obtained by the applicant for said system.

SECTION 9.070. FILING FEES. An application required by this Ordinance shall be accompanied by a filing fee in the amount as set forth by the Board of Commissioners in a County Fee ordinance. Said permit fees may be amended by the Board of Commissioners order after conducting a hearing thereon.

A. Payment. All fees shall be due and payable at the time the application or appeal is submitted. No application or appeal shall be accepted without the proper fee being paid.

B. At its sole discretion, the County may contract for review of an application by appropriate professionals, including but not limited to a civil engineer, planner, traffic engineer, wildlife biologist, or other specialist, and may require an applicant to reimburse the County for costs of such services. The County may require a deposit from the applicant, to cover estimated costs of consulting services.

SECTION 9.075. PERMIT EXPIRATION AND EXTENSIONS.

A. In accordance with OAR 660-033-0140, the following permit expiration dates shall apply in the Exclusive Farm Use and Forest Use zones:

1. A discretionary decision, except land divisions and those residential developments listed below in 9.075(A)(4) approving a proposed development on agricultural or forest land outside an urban growth boundary under ORS 215.210 to 215.293 and 215.317 to 215.438 or under county legislation or regulation adopted pursuant thereto is void two years from the date of the final decision if the development action is not initiated in that period.
 2. An extension of up to one year may be granted if:
 - a. The applicant makes a written request for an extension of the development approval period;
 - b. The request is submitted to the county prior to the expiration of the approval period;
 - c. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and
 - d. The county determines that the applicant was unable to begin or continue development during the approval period for reasons for which the applicant was not responsible.
 3. Additional one-year extensions may be authorized where applicable criteria for the decision have not changed.
 4. Permits approved for a proposed residential development on resource land outside of an urban growth boundary shall be valid for four years. An extension of two years may be granted subject to the provisions of 9.075 (2) (a – d).
 - a. No more than five additional one-year extensions may be authorized under this subsection.
- B. For all permits not in the Farm or Forest zones, the following permit expirations shall apply:
1. A zoning permit shall become void after 1 year unless the development action has commenced.
 - a. A 12-month extension may be granted when submitted to the Planning Department prior to the expiration of the approval period.
 2. A conditional use or an administrative land use decision is valid for two years. Additional one-year extensions may be authorized by county

staff without providing notice and opportunity for a hearing under the following conditions:

- a. An applicant makes a written request for an extension of the development approval period;
 - b. The request is submitted to the county prior to the expiration of the approval period, excepting any request under consideration on the date of adoption of this amendment;
 - c. The applicant states reasons that prevented the applicant from beginning or continuing development within the approval period; and
 - d. The county finds that any of the following conditions occurred within the approval period:
 - (i) State or Federal permits were applied for, but not issued within the approval period.
 - (ii) At least 10 percent of the cost of development, based on estimated or actual expenditures, has been expended to develop plans, file for permits, and complete other preliminary designs such as sewage disposal, provision of potable water, storm water management and other engineering designs necessary for the development.
 - (iii) Provisions of the County Code applicable to the original approval have not changed.
3. Final Plats for partitioning will be completed within two years from the date of the Commission action or the approval of the partitioning will expire and said approval will be declared null and void. A one-year extension may be granted when a written request is made prior to the expiration of the permit with stated reasons for the request for which the applicant was not responsible.
- C. Approval of an extension granted under this Section is an administrative decision, is not a land use decision as described in ORS 197.015 and is not subject to appeal as a land use decision.
- D. The time periods described above do not take effect until all appeals are complete. (MC OR-1-2013)

SECTION 9.080. REVOCATION. The Planning Commission may revoke or modify any permit granted under the provisions of this Ordinance on any one or more of the following grounds:

A. A permit may be revoked on the basis of fraud, concealment, or misrepresentation or on the basis of wrong information supplied on the application, or wrong information given to the Commission at a public hearing.

B. A permit may be revoked on the basis that the use for which such permit was granted is not being exercised within the time limit set forth by the Commission or this Ordinance.

C. A permit may be revoked on the basis that the use for which such permit was granted has ceased to exist or has been suspended for one year or more.

D. A permit may be revoked or modified on the basis that the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval, or in violation of any statute, code, resolution, law or regulation.

E. A permit may be revoked or modified on the basis that the use for which the permit was granted was so exercised as to be detrimental to the public health, safety or welfare, or in such a manner to constitute a nuisance.

F. Any permit granted pursuant to this Ordinance shall become null and void if not exercised within the time period specified in such permit, or if no time period is specified in the permit, within one year from the date of approval of said permit.

G. The Commission shall hold a public hearing on any proposed revocation after giving written notice to the permittee and other affected persons as set forth in this Ordinance. The Commission shall render its decision within 45 days after the conclusion of the hearing. In the case where the permittee is not satisfied with the action of the Commission, he/she may appeal the Commission's decision to the Board of Commissioners in the manner provided in section 9.030 of this Ordinance.



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

(For BOC Use)
Item #
5d

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5309
Requested Agenda Date: January 27, 2021

Fee Schedule Update, Effective February 1, 2021

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: 10 minutes
Purchase Pre-Authorization
Other

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

Reviewed By:

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

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

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

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

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

Semi-annual update to the Morrow County Fee Schedule. Emails are attached from the departments that requested changes, with brief explanations.

2. FISCAL IMPACT:

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

Move to approve the update to the Morrow County Fee Schedule, effective February 1, 2021 and the accompanying Order No. OR-2021-3.

Attach additional background documentation as needed.

Explanation of Planning Department Fee Changes

Roberta – Here is an explanation of the proposed fee schedule changes for the Planning Department. As highlighted in the attached.

Overall the fees reflect streamlining functions of the department.

The fee for a CUP for energy facilities was made so as to not discourage smaller energy projects permitted by county (as opposed to EFSC). As proposed there would not be a fee per MW for projects less than 50MW

The Plan Amendment with an exception is a single fee so that a rezone or Plan Amendment has a single fee rather than two fees.

The Zoning Permit fees are listed for each type, so as to avoid confusion.

The fee for industrial and commercial review is higher which reflects the fact that review is consolidated to include plan review AND Zoning Permit review.

Planning Department Fee Schedule

Land Partition and/or Replat	\$ 600
Property Line Adjustment	
A. Ministerial (no previous plat)	\$ 450
B. Property Line Adjustment by replat	\$ 600
Partition for Financial Purpose	\$ 450
Conditional Use Permits	
A. Conditional Use Permits	\$ 600
B. Conditional Use Permit for Energy Facility county jurisdiction	\$ 2,500
Conditional Use Permits for Energy Facilities EFSC jurisdiction	\$ 2,500
Additional Fee per Megawatt	\$ 500
<10 MW = 0	
>/=50 MW	
Fee Schedule Special Provisions may apply to energy projects.	
C. Aggregate (Farm/Industrial/Forest)	\$ 600
Variances	
A. Minor	\$ 250
B. Major	\$ 600
C. Hardship	\$ 250
D. Administrative Renewal	\$ 150
Zone Changes	\$ 1,500
Comprehensive Plan Amendment	\$ 1,500
A. Aggregate (Farmland) includes CUP	\$ 1,750
B. Aggregate Goal 5 includes Plan and Zone Map amendment	\$ 2,500
C. Plan Amendment with Goal Exception and/or Zone Change	\$ 3,000
Zoning Permit with Site Plan Review	
A. Residential Dwellings	
Single	\$ 50
Multiple	\$25/unit
B. Farm and Forest Uses	
Farm Dwellings	\$ 100
Forest Dwellings	\$ 100
Farm or Forest Accessory Uses	\$ 100
C. Commercial Zone –	
• Addition of a Structure or Feature; Existing Development	\$ 250
• New or Change of Use	\$ 500
D. Industrial Zone – Addition of a Structure or Feature;	
• Existing Development.	\$ 250
• New or Change of Use	\$ 500
E. Energy or Utility Facilities	\$ 250

F.	Met Towers	\$ 500
G.	Airport Light Industrial Uses with Special Provisions	\$ 300
Site Development Review		\$ 600

Cell Towers

A.	Changes to Existing Towers less than 200' (ZP or CUP Amendment) Maintenance, Replacement, Upgrade of Equipment, and increase in height not to exceed 199'	\$ 250
B.	New Tower, less than 200', EFU, FR, RR, PI, MG, RSC	\$ 250
C.	New Tower, less than 200', FU, SR (CUP)	\$ 600
D.	New Tower, 200' and over, RSC, RR, FR, PI (ZP)	\$ 250
E.	New Tower, 200' and over, EFU, RRI, FU, SR, MG (CUP) Also applicable to installed facilities without approved CUPs	\$ 600
Farm Ag Exempt Permit (In addition to Recording Fee and Zoning Permit)		\$ 150
Flood Plain Development Permit		\$ 250
Land Use Compatibility Statements		\$ 25
A. Onsite with Zoning Permit		No charge
B. Onsite Septic without Zoning Permit (repairs, etc.)		\$ 25
C. All others (per tax lot fee, up to 10 tax lot)		\$ 25

Land Use Decisions in Farm and Forest Zone

A.	Farm and Forest Use Dwelling Applications	
	Replacement Dwelling (replace existing structure)	\$ 200
	Replacement Dwelling (previous home site)	\$ 600
	Accessory Dwelling	\$ 600
	Hardship Dwelling	\$ 600
	Lot of Record Dwelling	\$ 600
	Non-Farm Dwelling	\$ 200
	Income Test Dwelling on EFU-zoned land	\$ 600
	Farm Relative Dwelling	\$ 600
	Farm Income Dwelling	\$ 600
	Farm Parcel Size Dwelling	\$ 200
	Forest Template Dwelling	\$ 600
	Forest Lot of Record	\$ 600
	Forest Large Tract	\$ 600
B.	Temporary Use Permits	\$ 100
	12 Month Review/Renewal	\$ 50

Morrow County Sheriff's Office Proposed Fee Summary- 2021

Civil Unit

Serving summons, subpoena, citation, order, notice of similar documents, including small claims, or writ of execution, directed to not more than two different parties at the same address: \$45.00

Directed to more than two different parties at the same address (each party) \$25.00

Any service involving travel in excess of 75 miles round trip, an additional fee will be billed and collected. Mileage measured from Circuit Court to location of service. \$45.00

Real Property

- Real Property Sale Preparation: \$ 100.00
- Conduction Sheriff's Sale: \$ 11.00
- Post Notice of Sale on Property: \$ 45.00
- Sheriff Statutory Enforcement Fee: \$ 80.00
- Post Sale Administration: \$ 67.00
- Post notice of sale on property: (+ \$45 mileage fee if applicable) \$ 45.00
- Post after sale notice: (+ \$45 mileage fee if applicable) \$ 45.00
- Copies made for mailing: \$.25 each page
- Pre-sale mailing:
(USPS Certified mailing fee, USPS Return Receipt Fee, USPS Postage Fee)
- Post sale mailing:
(USPS Certified mailing fee, USPS Return Receipt Fee, USPS Postage Fee)
- Heppner Gazette Times Ad & Affidavit (subject to change per state statute)
(sent to Gazette Times) \$ 244.00 flat fee
- Oregon State Sheriff's Association Website for Property Sales
(subject to change per state statute) (sent to OSSA) \$ 300.00 flat fee

Sheriff's Deed, Certificate of Redemption or conveyance of real property sold on any process: \$ 50.00

Entering and processing distraint warrants for state agencies: \$ 6.25 each

Concealed Handgun License

New : **\$65** (\$50 for application, \$15 for Oregon State Police fingerprint fee)

Renewal: **\$50**

Duplicate: **\$15**

Transfer: **\$30** (\$15 for application, \$15 for Oregon State Police fingerprint fee)

Morrow County Sheriff's Office Fee Summary

Records

- Copies of Deputies reports (per report): \$ 15.00
- 9-1-1 calls copied to CD or flash drive (per call): \$ 20.00
- Radio traffic related to incident copied to CD or flash drive: \$ 20.00
- Pictures on CD or flash drive (per CD or flash drive): \$ 20.00
- Videos on CD/DVD or flash drive (per video): \$ 35.00
(Includes 30 minutes of staff time)
- Extensive records request: \$ 40.00/hr.
(AFTER first 30 minutes of staff time, billed in 15 minute increments)

Security

Uniformed Security on Civil Enforcement Action: \$ 50.00/ 1st hour
Additional time, after 1st hour: \$ 75.00/hour per deputy.

NSF Checks (cash or Money Order Only): \$30.00

Non-Criminal Fingerprinting for 2 cards: \$15.00

Each additional card \$ 5.00

new

Court Ordered Fingerprinting for 2 cards: \$15.00

Each additional card \$ 5.00

new

(Cash or Money Order Only)

Alarm System Penalties

1st False alarm per month fee

For the remainder of the month each false alarm: \$50.00

Impounded Auto Administrative Fee: \$60.00

Handgun Proficiency class 'lab' fee: \$10.00

Proposed changes to the Surveyor Fee Schedule is as follows:

Record of Survey fee of \$25 remains unchanged. Descriptive text will be altered from "survey filing fees" to "record of survey, review and filing"

Property Line Adjustment is not addressed on the current fee schedule. Proposed addition of "property line adjustment, review and filing - \$100"

Partition fee of \$200 remains unchanged. Descriptive text will be altered from "partition surveyor review" to "Partition, plat review, check, and filing"

Subdivision fee of \$300+\$10/lot remains unchanged. Descriptive text will be altered from "subdivision surveyor review" to "subdivision or condominium, plat review, check, and filing"

Affidavit fee is not addressed on the current fee schedule. Proposed addition of "affidavit fee, corrections, post-monument, etc. - \$25"

Public land corner record is not addressed on the current fee schedule. Proposed addition of "public land corner record, free of charge"

Adding the following note:

"Record of Survey & Property Line Adjustment fees are due to the County Surveyor Office at the time of final mylar submittal for recording. Partition Plat, Subdivision/Condominium, and affidavit fees are to be paid to the Morrow County Clerk at the time of recording."

-Matt

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

IN THE MATTER OF ADOPTING)
A FEE SCHEDULE FOR MORROW)
COUNTY)

Order Number
OR-2021-3

THIS MATTER HAVING COME BEFORE THE BOARD OF COMMISSIONERS at its regularly scheduled meeting on January 27, 2021, the Board finds the County may assess fees for actual costs incurred by the County to the public (County Ordinance MC-C-1-83 and under Oregon Revised Statutes) and issues the following Order approving the following attached fee schedule:

- Table A: Assessor/Tax Collector
- Table B: Clerk
- Table C: District Attorney
- Table D: Environmental Health
- Table E: Fair
- Table F: Finance
- Table G: Justice Court
- Table H: Juvenile Department
- Table I: Planning Department
- Table J: Public Health
- Table K: Public Works
- Table L: Sheriff's Office
- Table M: Surveyor
- Table N: Treasurer
- Table O: Whole County

Also including other fees as may be assessed under the Oregon Revised Statues (ORS).

NOW, THEREFORE, IT IS ORDERED that the Fee Schedule will become effective February 1, 2021.

DATED this 27th day of January 2021.

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

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Approved as to Form:

Morrow County Counsel

Table B

Assessor/Tax Collector Fee Schedule 2021

Computer Print-Outs or Photo Copies (Black & White)	\$0.25 per page
Computer Print-Outs or Photo Copies (Color)	\$1.00 per page
Appraisal Packet (12 pages or more)	\$3.00
Sales Prints	\$5.00
Farm Sales (Per Year)	\$5.00
Request for Estimate of Add'l Tax on Special Assessment Disqualification	\$25.00
Sign Plats	\$80.00
Sale of Maps:	
<u>18"X20"</u>	\$3.00 each
Full Set	\$250.00
North Only	\$150.00
South Only	\$100.00
<u>8 ½"x11"</u>	\$0.50 each
Full Set	\$75.00
North Only	\$50.00
South Only	\$25.00
Mailing Documents:	
Cost of Information Per Above Fees + Actual Postage Amount + Postage & Handling Fee	\$1.00
Emailing Documents:	
Cost of Information Per Above Fees +E-mail & Handling Fee (For Each Email)	\$1.00
Monthly Data Exchange Reports (Yearly Fee)	\$200.00
Certification Fee (Per Page)	\$5.00
Assessment & Tax NSF Checks Fee	\$15.00
Personal Property Warrant Fees	\$52.00
Duplicate Tax Statement (On Green or Yellow Paper)	\$5.00
Assessment File	\$30.00
Custom Reports (Minimum Fee)	\$30.00
GIS Data file	\$30.00

Table B Morrow County Clerk's Fee Schedule

January 1, 2021 -All Fees must be paid in advance no debit or credit cards accepted.

Morrow County requires a 3" X 2" block of space on the first page of all documents for the recording sticker. Only original documents or certified copies of the original can be recorded. All recording fees are required to be paid at the time of recording.

Recording:

Deed and Mortgage Records (Warranty Deed, Bargain and Sale Deed, Certificate of Death, Easement, Power of Attorney (must involve real property), Leases, Reconveyances, Satisfactions, etc.) **\$86.00 first page and \$5.00 per each additional page**
Lien Record (not mortgage or UCC) **\$76.00 first page and \$5.00 each additional page**

Type	Recording	LCP	A&T	OLIS	HAT	Total
Deeds	\$5.00	\$10.00	\$10.00	\$1.00	\$60.00	\$86.00
Mortgages	\$5.00	\$10.00	\$10.00	\$1.00	\$60.00	\$86.00
Liens	\$5.00	--	\$10.00	\$1.00	\$60.00	\$76.00

LCP – Land Corner Preservation Fund
 OLIS – Oregon Land Information System

A&T – Assessment & Taxation Fund
 HAT – Housing Alliance Tax

The above fee chart represents the cost for recording a one page, one transaction document. *Multiple transactions are \$5.00 per additional transaction/dual title and multiple pages are \$5.00 per additional page. Documents submitted with insufficient fees will be returned **unrecorded.**

Non-Standard Document Fee ORS 205.327 **\$20.00**

***Two or More transactions (titles) ORS 205.236** **\$5.00 per title**
 Documents describing more than one transaction (dual titled) example: Substitution of Trustee and full reconveyance. (2 titles). Any document that can stand on its own is a title. Each additional instrument or transaction number being assigned, released or satisfied will be charged and additional **\$5.00**(all document types).

Partition Plat - 3 lots or less **\$161.00**
 All Plats, if more than one (1)
 Mylar page, additional per page cost of **\$ 5.00**

Subdivision – BASE FEE **\$131.00**
20 lots or less PLUS BASE FEE **\$100.00**
21 Through 29 PLUS BASE FEE **\$150.00**
30 Through 49 PLUS BASE FEE **\$200.00**
50 through 74 PLUS BASE FEE **\$250.00**
75 through 100 PLUS BASE FEE **\$300.00**
Over 100 lots PLUS BASE FEE **\$350.00**

All Subdivisions, if more than one (1) Mylar page, additional per page cost \$5.00
SEE: Surveyor Fees for complete cost

MINIMUM STANDARDS FOR INSTRUMENTS TO BE RECORDED:

ORS 205.232 Instruments **must** be printed on sheets of paper not larger than 14 inches long and 8 ½ inches wide with text printed or written in **8-point type** or larger. The paper must be of sufficient quality for recording photographically. A Non-standard fee of **\$20.00** will be charged if not in compliance.

*ORS 205.234 Requirements for first page of instruments to be recorded; cover sheet. **First page shall contain at least:**

1. names of transactions
2. names of parties (grantor, grantee, etc)
3. names and address where document is to be returned
4. name and address where tax statement is to be sent (where required)
5. consideration paid (where required)
6. for lien records, information required by ORS 205.125 (1c & e)

Table B

* If your document does not meet the requirements above, you will need to add a cover sheet filled out completely with all the pertinent information pertaining to the document being recorded. This will be part of the page count and considered the first page.

A non standard fee will be applied to all Trust Deed, Deed of Trust if the words "Lender is Beneficiary" does not appear on the first page of instrument.

RE-RECORDINGS: Treated as a new document all recording fees apply

1. An instrument that has been previously recorded may be rerecorded to make corrections in the original instrument.
2. The county clerk shall record an instrument presented for rerecording as provided in subsection (1) of this section. The corrected instrument need not be acknowledged again. The person presenting the instrument for rerecording shall cause a rerecording certificate to be affixed to the first page of the instrument or to a cover sheet authorized by ORS 205.234 (2) added as a new first page to the instrument. The rerecording certificate shall contain the words "RERECORDED AT THE REQUEST OF ____ TO CORRECT____. PREVIOUSLY RECORDED IN BOOK ____ AND PAGE __, OR AS FEE NUMBER__."
3. A certified copy of a recorded instrument **may not** be altered for the purpose of correcting the original instrument. The person presenting the instrument may present an unaltered certified copy of the recorded instrument when it is attached to a cover sheet authorized by ORS 205.234 (2). The cover sheet must contain the rerecording certificate described in subsection (2) of this section. The re-recorded document may include attachments identified on the cover sheet that are necessary to make the corrections.

License Fees

Marriage License	\$50.00
Duplicate Ceremonial Certificate	\$5.00
Duplicate Marriage License	\$10.00
Marriage affidavit of correction	\$10.00
Certified Copy	\$7.75

Public Record Fees:

Location	\$3.75
Certification	\$3.75
Photo Copy	\$.25 per page/image
Filing fee (not recorded)	\$5.00
List of Registered Voters	\$3.75 + 12.50 Set up fee + \$ 0.25 per image
All sent images (FTP, email, etc.)	\$3.75 Location; per image \$0.25
Fax fee	See County Schedule
Abstracts-Election Results	\$3.75 Location; per image \$0.25

Service Fees:

Death Certificate: <i>first 6 months after death only</i>	\$ 25.00	
We only issue in county deaths: All others use - Oregon Vital Records		
Marriage Ceremony (in office)	\$117.00	
Passport Acceptance Processing Fee (All First Time Applications)	\$ 35.00	
Passport Pictures	\$ 14.00	
Book *(16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)		\$110.00 Valid for 10 years
Book and Card * Card is only for land travel		\$140.00 Valid for 10 Years
Book *(15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)		\$80.00 Valid for 5 years
Book and Card * Card is only for land travel		\$95.00 Valid for 5 years
Card (16 & older) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)		\$30.00 Valid for 10 years
Card (15 & younger) (CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)		\$15.00 Valid for 5 years
Expedite Fee CHECK OR MONEY ORDER TO US DEPARTMENT OF STATE)		\$60.00 per application (mailing envelopes extra)
Information on Passports		travel.state.gov

Table C
District Attorney Fee Schedule

Discovery Fees (copies)

Felony Cases (up to 50 pages)	\$ 25.00
Misdemeanor Cases (up to 50 pages)	\$ 20.00
Measure 11 Cases (up to 100 pages)	\$100.00
Homicide (up to 450 pages)	\$200.00
\$0.30 per page after flat fee limit	

\$5 per criminal history or actual cost, whichever is greater

(Available only to Defense Attorneys who agree to abide by the non-disclosure statute)

DVDs	\$ 15.00
CDs	\$ 15.00
Audio Cassette Tapes	\$ 10.00
VHS Tapes	\$ 15.00
Probation Violations (PVs)	\$ 15.00
Lab Reports	\$ 7.00
Autopsy Diagnosis Report	\$ 13.00
Autopsy Complete Report	\$ 30.00
Processing Fee	
Expunge Conviction	\$100.00

Table D**Morrow County Fee Schedule
Environmental Health****Food Service Annual Fee (January 1 to December 31)**

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

Table D

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

Tourist Facilities Annual Fee (January 1 to December 31)

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

Pool Facilities Annual Fee (January 1 to December 31)

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

Plan Review

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

Table D

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

Inspection Fee for Facilities Licensed by Other Agencies

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

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

<i>Description</i>	<i>Fees</i>
Site Evaluation	
Single family dwelling – First lot	\$780
Single family dwelling – Each additional lot evaluated during initial visit	\$780
Commercial facility with a design capacity of 1,000 gpd or less	\$780
Commercial facility with a design capacity of 1,001 – 1,500 gpd	\$956
Commercial facility with a design capacity of 1,501 – 2,000 gpd	\$1,032
Commercial facility with a design capacity of 2,001 – 2,500 gpd	\$1,208
Existing system report	\$740
Construction/Installation Permits	
For systems with a design capacity of less than 600 gpd	
System Type A	\$548
System Type B	\$964
System Type C	\$1,108

Table D

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

Table D

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

Table E
Morrow County Fair & Rodeo Usage Fees

Annex

Includes Kitchen: \$65.00 (\$100 refundable cleaning/damage deposit) = \$165.00
 ½ Day Use: \$32.50 (\$100 refundable cleaning/damage deposit) = \$132.50

Dance Hall

Includes Kitchen: \$130.00 (\$200 refundable cleaning/damage deposit) = \$330.00
 ½ Day Use: \$65.00 (\$200 refundable cleaning/damage deposit) = \$265.00

Outside Pavilion

Includes Bathrooms: \$40 (\$100 refundable cleaning/damage deposit) = \$140
 Without Bathrooms: = \$0
 Tables (Flat Fee) = \$25.00
 Chairs (Flat Fee) = \$30.00

RV Hookups

With water, sewer and electricity = \$26.00/day
 Without water, sewer and electricity = \$17.00/day

Wilkinson Arena

Includes daily grooming, bleachers, and restrooms. Lights are separate, by tokens only
 Daily: \$300.00 (\$500 refundable cleaning/damage deposit) = \$800
 Weekend: \$500.00 (\$500 refundable cleaning/damage deposit) = \$1,000

Each additional grooming = \$30.00
 No Reservation Usage: = \$5.00/hr.
 (Tokens available at MCGG and Fair Office)

OTPR ARENA

Arena ONLY (plus refundable Rough Stock Chute Damage Deposit) = \$150/day
 Arena w/roping or bucking chute (plus refundable Rough Stock Chute Damage Deposit) = \$200/day
 Rough Stock Chute Damage Deposit (refundable) = \$500
 Stall Rental per day = \$10
 Stall Rental (Month per Horse) = \$100
 Outside pen rental (per pen) = \$10

Table F
Finance Department Fee Schedule

Copies of Budget	\$10.00
Copies of Financial Statements	\$10.00

Table G

Justice Court Filing and Other Fees (Effective 10-1-19)

PLEASE NOTE THE FOLLOWING: The Clerk of the Court shall not accept for filing any document except upon the payment of the fees set forth below and such other fees as may be allowed or required by law for the filing of such documents. Payment of fees must be by cash, money order or cashier's check. The Clerk shall not accept personal checks for the payment of fees; personal checks are not legal tender.

Civil Actions: (Civil Action Fee applies to ANY civil filing that is not a Small Claim or FED)

Plaintiff's Filing Fee	\$90.00
Defendant's Filing/Appearance Fee	\$90.00
Jury Trial Fee	\$125.00
(Paid by party demanding jury trial at the time the demand is made)	
Trial Fee (Paid by Plaintiff at the time trial is set)	\$75.00
Motion Fee	\$30.00
(See ORS 21.200 for a listing of motions requiring this fee. Fee must be paid by moving party when motion is filed.)	

Small Claims:

Plaintiff's Filing Fee	\$37.00
Defendant's Answer Fee	\$37.00
(No Fee to Defendant who confesses or admits claim)	
Defendant's Answer with Demand for Jury Trial	\$215.00
(Amount in controversy must exceed \$750) (\$490 Civil Answer Fee + \$125 Jury Trial Fee)	
Plaintiff's Additional Fee after Defendant's Answer	\$53.00
(Plaintiff's filing of Complaint & Summons and payment of additional \$53 fee removes an action from the Small Claims Docket to the Civil Docket.)	

FED (Dwelling Unit to which ORS Chapter 90 Applies):

Plaintiff's Filing Fee	\$88.00
Defendant's Answer/Appearance Fee	\$88.00
(There is no filing fee for a defendant who attends the first appearance, unless the defendant files an answer or files a pleading, such as an ORCP 21 motion.)	
Jury Trial Fee	\$125.00
(Jury Trial Fee must be paid by party making demand at the time demand is made)	
Trial Fee (Paid by Plaintiff at the time the trial is set)	\$75.00

FED (commercial or non-residential):

Plaintiff's Filing Fee	\$90.00
Defendant's Filing/Appearance Fee	\$88.00 [See ORS 105.130(3)]
Jury Trial Fee	\$125.00
(Paid by party demanding jury trial at the time the demand is made.)	

Trial Fee **\$75.00**

(Paid by Plaintiff at the time the trial is set)

Note: The plaintiff's fee set forth in ORS 105.130(2) applies only to FEDs for dwelling units subject to ORS Chapter 90. The Civil Action Fee applies to all other FEDs. Pursuant to ORS 105.130(3), the Defendant's Filing Fee applies to all FEDs, not just those to which ORS Chapter 90 applies.

OTHER FEES

Filing Fee for Motion to Set Aside Conviction **\$281.00**

(As per ORS 137.353(2)(d), the fee is that established under ORS 21.135.)

Motion Filing Fee for any of the following:

(To be paid by the party filing the motion and by the party responding to the motion)

- Motion for Summary Judgment under ORCP 47
- Motion for JNOV under ORCP 63
- Motion for a new trial under ORCP 64
- Motion for relief from judgment under ORCP 71
- Motion for preliminary injunction under ORCP 79
- Motion seeking remedies for contempt of court

Filing Fee for Motion to Set Aside Arrest **\$90.00**

(Civil Action filing fee still applies to Motions filed under ORS 137.225(1)(b))

Writ of Garnishment or Writ of Execution **\$20.00**

[If small claim, must also pay additional \$9.00 to transcribe to Civil Docket, ORS 55.130(2)]

Notice of Restitution (FED) **\$10.00**

Transcript of Judgment **\$9.00**

Certified Copy of Judgment **\$9.00**

For each official certificate **\$10.00**

[For example, a certified copy of a document such as a Satisfaction of Judgment. Be sure to also collect the Search Fee and Copy Fee as provided in ORS 205.320 for locating and copying the document or record requested. ORS 51.310(1)(j).]

COSTS, DISBURSEMENTS & PREVAILING PARTY FEES

Prevailing Party Fees are fees set by statute (ORS 20.190) and are awarded to the prevailing party in certain Civil Actions as a matter of right. The Prevailing Party Fee is awarded as part of Costs and Disbursements. Prevailing Party Fees, Costs and Disbursements are required to be awarded to the prevailing party as a matter of law, ORS 52.010(2). A prayer for Costs and Disbursements in a party's pleading is not necessary to trigger the right to recover Costs, Disbursements and the Prevailing Party Fee in a Justice Court Civil Action. *Id.*

Prevailing Party Fees apply only in Civil Actions; such fees are not available in a Criminal Action, including traffic violations.

Prevailing Party Fees in Justice Court Civil Actions are set forth below (see ORS 20.190).

<u>Type of Action</u>	<u>No Trial</u>	<u>After Trial</u>
Civil Action Docket – No money or damages at Issue	\$50	\$60
Civil Action Docket – Money or damages at Issue	\$117	\$135
Small Claim – No money or damages at Issue	\$50	\$60
Small Claim – Money or damages at Issue	\$117	\$135
FED – Restitution of Premises Only Issue	\$50	\$60
FED – Restitution & money damages at Issue	\$117	\$135

APPEALS FEES

Fee for appeal to Circuit Court from a violation offense conviction	\$281
Fee for appeal to Circuit Court from Small Claim judgment (Judgment amount must also be paid to appeal to Circuit Court)	\$170
Fee for appeal to Circuit Court from Civil Action judgment	\$170
Fee for appeal to Circuit court from FED judgment	\$170

Table H
Morrow County Juvenile Department
Fees and Assessment Schedule

Supervision Fee:	\$120.00 Formal Court Probation cases only. One-time fee.
Detention Fee:	\$180.00 per day (NORCOR). \$140.00 per day Walla Walla. Parent may be responsible for a percentage up to the full amount incurred by Morrow County.
FAA:	\$65.00 per Formal Accountability Agreement. One time per FAA entered.
Urinalysis Fee:	All Cases \$20.00 Per Positive Test (no lab) \$35.00 per Positive Test (lab) \$0.00 per Negative Test
Tobacco Fee:	All Cases \$25.00 First Offense \$50.00 Second Offense \$100.00 Third and Subsequent Offense(s)

Violations per Statute

Minimums

Class A violation	\$225.00
Class B violation	\$135.00
Class C violation	\$85.00
Class D violation	\$65.00

Presumptive

Class A violation	\$440.00
Class B violation	\$265.00
Class C violation	\$165.00
Class D violation	\$115.00

Maximums

Class A violation	\$2,000.00
Class B violation	\$1,000.00
Class C violation	\$500.00
Class D violation	\$250.00

Fee application is determined on a case-by-case basis at the discretion of the Director of the Juvenile Department. Fees may be modified or waived. All fees are in U.S. dollars.

Table I
Planning Department Fee Schedule

Land Partition and/or Replat	\$ 600
Property Line Adjustment	
A. Ministerial (no previous plat)	\$ 450
B. Property Line Adjustment by replat	\$ 600
Partition for Financial Purpose	\$ 450
Conditional Use Permits	
A. Conditional Use Permits	\$ 600
B. Conditional Use Permit for Energy Facility county jurisdiction	\$ 2,500
Conditional Use Permits for Energy Facilities EFSC jurisdiction	\$ 2,500
Additional Fee per Megawatt	\$ 500
<10 MW = 0	
>/=50 MW	
Fee Schedule Special Provisions may apply to energy projects.	
C. Aggregate (Farm/Industrial/Forest)	\$ 600
Variances	
A. Minor	\$ 250
B. Major	\$ 600
C. Hardship	\$ 250
D. Administrative Renewal	\$ 150
Zone Changes	\$ 1,500
Comprehensive Plan Amendment	\$ 1,500
A. Aggregate (Farmland) includes CUP	\$ 1,750
B. Aggregate Goal 5 includes Plan and Zone Map amendment	\$ 2,500
C. Plan Amendment with Goal Exception and/or Zone Change	\$ 3,000
Zoning Permit <u>with</u> Site Plan Review	
A. Residential Dwellings	
Single	\$ 50
Multiple	\$25/unit
B. Farm and Forest Uses	
Farm Dwellings	\$ 100
Forest Dwellings	\$ 100
Farm or Forest Accessory Uses	\$ 100
C. Commercial Zone, Addition of a Structure or Feature; Existing Development	\$ 250
D. Commercial Zone, New or Change of Use	\$ 500
E. Industrial Zone, Addition of Structure or Feature; Existing Development	\$ 250
F. Industrial Zone, New or Change of Use	\$ 500

G.	Met Towers	\$ 500
H.	Airport Light Industrial Uses with Special Provisions	\$ 300
I.	Energy or Utility Facility	\$ 250

Site Development Review \$ 600

Cell Towers

A.	Changes to Existing Towers less than 200' (ZP or CUP Amendment) Maintenance, Replacement, Upgrade of Equipment, and increase in height not to exceed 199'	\$ 250
B.	New Tower, less than 200', EFU, FR, RR, PI, MG, RSC (ZP)	\$ 250
C.	New Tower, less than 200', FU, SR (CUP)	\$ 600
D.	New Tower, 200' and over, RSC, RR, FR, PI (ZP)	\$ 250
E.	New Tower, 200' and over, EFU, RRI, FU, SR, MG (CUP) Also applicable to installed facilities without approved CUPs	\$ 600
	Farm Ag Exempt Permit (In addition to Recording Fee and Zoning Permit)	\$ 150
	Flood Plain Development Permit	\$ 250
	Land Use Compatibility Statements	\$ 25
	A. Onsite with Zoning Permit	No charge
	B. Onsite Septic without Zoning Permit (repairs, etc.)	\$ 25
	C. All others (per tax lot fee, up to 10 tax lot)	\$ 25

Land Use Decisions in Farm and Forest Zone

A.	Farm and Forest Use Dwelling Applications	
	Replacement Dwelling (replace existing structure)	\$ 200
	Replacement Dwelling (previous home site)	\$ 600
	Accessory Dwelling	\$ 600
	Hardship Dwelling	\$ 600
	Lot of Record Dwelling	\$ 600
	Non-Farm Dwelling	\$ 200
	Income Test Dwelling on EFU-zoned land	\$ 600
	Farm Relative Dwelling	\$ 600
	Farm Income Dwelling	\$ 600
	Farm Parcel Size Dwelling	\$ 200
	Forest Template Dwelling	\$ 600
	Forest Lot of Record	\$ 600
	Forest Large Tract	\$ 600
B.	Temporary Use Permits	\$ 100
	12 Month Review/Renewal	\$ 50

C.	Agritourism and Events	
	Single Event License	\$ 100
	Up to 6 Events/year -- 2 Year Permit	\$ 250
	Up to 18 Events/year – 4 Year Permit	\$ 450
D.	Mass Gatherings	\$ 600
E.	Utility Facility or Transmission Line	\$2,000
F.	Other	\$ 600
Environmental Assessment and Impact Reviews		
	\$75/hour Speedway Site Development Review	\$ 600
	Planned Unit Development	\$ 600
	Additional for each lot or dwelling unit, whichever is greater (Maximum \$6,000)	\$ 40
	Subdivision	\$ 600
	Additional for each lot (Maximum \$6,000)	\$ 40
	Preapplication Review	\$ 100
	(Land Partition, Subdivision, Conditional Use Permit, etc.) Required for Energy Facilities	
	Street/Road Dedication - Request not a part of a Subdivision	\$ 250
	Street/Road Vacation	\$ 1,500
	Change of Street/Road Name or New Street/Road Name	\$ 250
	Appeal to Planning Commission	\$ 250
	Cost of Transcript	\$ 75/hour
	Appeal to Board of Commissioners	\$ 250
	Cost of Transcript	\$ 75/hour
	Rural Address	\$ 200
	Publications (available on County website)	\$ 150
A.	Comprehensive Plan	\$ 150
B.	Zoning Ordinance	\$ 75
C.	Subdivision Ordinance	\$ 20
	Permit Extensions or Amendments (Fee Schedule Special Provisions may apply)	
A.	Ministerial Extension	\$ 150
B.	Ministerial Amendment	\$ 250
C.	Planning Commission Extension	\$ 350

D. Planning Commission Amendment	\$ 250
LUBA Remand Hearing	\$ 600
Site Visit (per hour)	\$75/hour
Research Labor Fee	\$50/hour

Code Enforcement Induced Application Penalty:

Applications made to resolve Code Enforcement action will be subject to **twice** the normal Land Use Application fee.

GIS Services

A. Map Design and Analysis	\$75/hour
B. Digital Media	
Morrow County Shapefiles (shipping will be added)	\$ 75
Publicly Available Shapefiles (shipping will be added)	\$ 25
C. Hard Copy Maps - Wide Format Printer (Plotter)	
18" x 24"	Black & White \$ 5/each Color Lines \$ 7/each Full Coverage Color \$10/each
36" x 24"	Black & White \$10/each Color Lines \$14/each Full Coverage Color \$20/each Photo Quality Paper \$40/each
36" x 48"	Black & White \$20/each Color Lines \$28/each Full Coverage Color \$40/each Photo Quality Paper \$80/each

Morrow County Disclaimer

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The information presented in these products does not replace or modify land surveys, deed, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual. **YOU SHOULD ALWAYS USE THE ORIGINAL RECORDED DOCUMENTS TO ANSWER LEGAL AND SURVEY QUESTIONS.**

Fee Schedule Special Provisions:

Certain projects require significantly more resources of the County to review than other projects. Examples include, but are not limited to, energy facilities, state or federal facilities, large scale developments, and projects with regional impact.

These projects involve more resources of the Planning Department and other county departments due to their complexity and their overall impacts on the community. The demands placed upon the Planning Department in effect jeopardize the ability of the Department to meet other obligations such as processing local applications and completing routine planning activities.

For these time-consuming and large-scale projects that require excessive departmental resources to review, the Planning Director may require the applicant to sign a memorandum of agreement to compensate the County for actual costs incurred to complete the review of a project and process an application in a timely manner. Funds obtained through the memorandum of agreement may provide a means for the County to retain extra temporary personnel, or to cover other personnel, administrative, travel, or materials costs.

Therefore, if it is determined by the Planning Director at the time of initial application or at any time during the application process, that staff time and departmental costs to process a specific land use application will be significantly greater than that of other typical applications, the Planning Director may require an applicant to enter into a memorandum of agreement with the County which would establish a fee based upon actual staff time and departmental costs.

In terms of energy facility review, the Planning Director may require the applicant to sign a memorandum of agreement at any time after the Notice of Intent is filed with the Energy Facility Siting Council or the Department of Energy, or upon submittal of an application for local permits. If the State of Oregon Energy Facility Siting process, as date this ordinance becomes effective is superseded, the County shall continue to retain authority to require a memorandum of agreement for local review of energy facilities.

If an applicant refuses to enter into a memorandum of agreement or there is failure to negotiate an acceptable fee, the applicant may appeal the Planning Director's decision to the Board of Commissioners for resolution. If the applicant and the County fail to reach an agreement, the application will not be processed.

Regarding Environmental Assessment and Impact Reviews, we have found that the hours spent reading and researching these assessments are not only costly but, in fact, we wind up doing or supplying data used by consultants who, in turn, charge their clients for work we have done.

MORROW COUNTY BUILDING PERMIT FEES

**RESIDENTIAL BUILDING VALUATION TABLE
(PER SQUARE FOOT)**

NEW CONSTRUCTION \$122.46	GARAGE \$48.30	CARPORT \$24.15	DECK \$24.15
PATIO COVERS \$24.15	BASEMENT \$122.46	UNFINISHED BASEMENT \$22.45	REMODEL \$122.46

MORROW COUNTY PERMIT FEES

TABLE 1

Total Valuation	Fee
\$1 to \$500	\$13
\$501 to \$2000	\$13 for the first \$500 plus \$1.95 for each additional \$100 or Fraction thereof, to and including \$2000
\$2001 to \$25,000	\$42.25 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$221.65 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$367.90 for the first \$50,000 plus \$3.90 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 and up	\$562.90 for the first \$100,000 plus \$3.25 for each additional \$1,000 or fraction thereof.

Plan Review Fee is 65% of the Permit Fee. State of Oregon
surcharge Fee is 12% of the Permit Fee
Fire Protection is 40% of the Permit Fee (if required).

NOTE: The City of Boardman provides building inspection services for Morrow County in accordance with the Intergovernmental Agreement dated June 21, 2000. The City of Boardman, City of Irrigon, and Morrow County use the ICC 2020 valuation table as printed in the Building Safety Journal the International Code Council.



Building Valuation Data – FEBRUARY 2020

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2020. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2018 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs

include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB
 Area: 1st story = 8,000 sq. ft.
 2nd story = 8,000 sq. ft.
 Height: 2 stories
 Permit Fee Multiplier = 0.0075
 Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$177.38/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$177.38/sq. ft x 0.0075
= \$21,286

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	247.86	239.47	233.25	223.81	210.17	204.10	216.62	195.46	188.40
A-1 Assembly, theaters, without stage	227.10	218.71	212.49	203.05	189.41	183.34	195.86	174.70	167.65
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	229.69	221.30	215.08	205.64	192.37	187.27	198.45	177.66	170.60
A-3 Assembly, general, community halls, libraries, museums	192.20	183.81	176.59	168.15	153.51	148.44	160.96	138.80	132.75
A-4 Assembly, arenas	226.10	217.71	210.49	202.05	187.41	182.34	194.86	172.70	166.65
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
E Educational	209.90	202.64	196.82	188.34	175.49	166.60	181.86	153.45	148.75
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	335.53	328.23	321.81	312.65	296.45	N.P.	305.67	276.99	N.P.
I-2 Institutional, nursing homes	233.12	225.82	219.40	210.24	195.51	N.P.	203.26	176.05	N.P.
I-3 Institutional, restrained	227.71	220.41	213.99	204.83	190.84	183.78	197.85	171.37	163.02
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family ^d	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$22.45 per sq. ft.

Table J
Public Health Department

Patient Visit	2021
Low Visit New Patient RN Only	\$ 210.00
New expanded straightforward	\$ 279.00
Moderate New Patient	\$ 224.00
New Complex-Mod Complexity	\$ 425.00
Low Visit Established Patient RN Only	\$ 158.00
Est expanded straightforward	\$ 168.00
Est focused low complexity	\$ 279.00
Est detailed-mod complexity	\$ 335.00
FP Visit OHP	\$ 135.00
Admin Fee Vaccine 1st shot	\$ 54.00
Admin Fee Vaccine 2nd shot	\$ 15.00
1 st COVID Vaccine Admin	\$ 16.94
2 nd COVID Vaccine	\$ 28.39
Vaccine administration fee for "free" State	\$ 21.00
IUD Insertion Fee	\$ 168.00
IUD/IUS Removal	\$ 168.00
Hormone Implant In	\$ 224.00
Hormone Implant Out	\$ 224.00
Hormone Implant Replace	\$ 224.00

**Table J
Public Health Department**

**Oregon Immunization Program, Vaccine Costs by Dose for Billable Clients
January-June 2021
(Clinics Must Not Charge Higher Than Published Prices)**

VACCINE	PRICE PER DOSE
Diphtheria, Tetanus, Pertussis (DTap)	\$20.79-\$29.04
DTaP/Hepatitis B (HepB)/Polio (IPV)	\$72.14
DTaP/IPV	\$51.72-\$54.63
DTaP/IPV/Haemophilus Influenza Type B (Hib)	\$95.03
Diphtheria & Tetanus (DT)	\$57.25
Enhanced-IPV	\$33.44
Hepatitis B Immune Globin (HBIG)	Contact Program
Hepatitis A	\$27.63-\$61.32
Hepatitis B	\$15.62-\$50.64
Hepatitis A/B	\$84.56
Haemophilus Influenza Type B (Hib)	\$11.04-\$26.23
Human Papillomavirus (HPV9)	\$227.93
Immune Globin (IG)	\$83.88
Meningococcal ACWY	\$109.93-\$118.61
Meningococcal B	\$140.23-\$158.67
Measles, Mumps & Rubella (MMR)	\$78.67
Measles, Mumps, Rubella & Varicella (MMR-V)	\$224.93
Pneumococcal Polysaccharide (Pneumo 23)	\$105.19
Pneumococcal Conjugate (PCV 13)	\$202
Rotavirus	\$84.53-\$117.55
Tetanus & Diphtheria (Td)	\$34.80
Tetanus, Diphtheria & Pertussis (Tdap)	\$36.760-\$37.13
Varicella	\$135.72
Varicella-Zoster	Not available

**Table K
Morrow County Public Works
Fee Schedule**

Permits

Road Approach site application commercial	\$125.00
Road Approach site application residential	\$50.00
Permit to Build on Right of Way (Access).....	\$50.00
Utility Permit (Private Utility)	\$50.00
No – Spray Permit	\$25.00
Leaky Load Permit (monthly fee per unit).....	\$10.00
Continuous Variance Permit	\$5.50
(Over width/over length permit)	

Black/Color Large Format Printer Printing and/or Copies

Size	8.5” x 11”	\$7.00
Size	8.5” x 14”	\$9.00
Size	11” x 17”	\$12.00
Size	17” x 22”	\$13.00
Size	22” x 34”	\$15.00
Size	30” x 42”	\$20.00
Size	34” x 44”	\$25.00
Size	BANNER (42 inch width x # ft. length)	\$10.00 per foot (length)

Lamination Fees (Maximum width 27 inches)

3 Mil. Per Sq. Inch.	\$0.05
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Standard COPY Fees from document/file/PDF

Size	8.5” x 11”	\$0.25/page black & white
Size	8.5” x 11”	\$1.00/page color
Size	8.5” x 14”	\$0.25/page black & white
Size	8.5” x 14”	\$1.00/page color
Size	11” x 17”	\$3.00
Size	17” x 22”	\$8.00
Size	22” x 34”	\$10.00
Size	30” x 42”	\$12.00
Size	34” x 44”	\$15.00

Labor for custom products will result in a \$20.00/hour fee, minimum one-half hour

**Table K
Morrow County Public Works
Airport Fee Schedule**

Airport Hangar Rent

Through the fence ingress/egress per operator	\$75.00 a month
Standard T- Hangar	\$1.25/sq. ft. = \$120.00 per month
Large End Hangar	\$1.25/sq. ft. = \$400.00 per month
Secured Vehicle Parking	\$10.00 per month with agreement
Aviation Fuel	\$0.65 Profit margin markup on current price
Utility lease with new Ag Site	\$175.00 per month with agreement

Table K – Morrow County Public Works

Parks Fee Schedule

*** Due to internet access there may be times when
Parks may not be able to process Debit or Credit Card transactions. ***

PARK FEES FOR ANSON WRIGHT PARK, CUTSFORTH PARK AND THE
MORROW COUNTY OFF HIGHWAY VEHICLE PARK ALSO KNOWN AS OHV PARK

Park Fees: for any single type of RV, tent, camper or vehicle (Unit)

	Per Day	Per Week	Per Month
Cabins* (OHV Park A Frame & 10x16)	\$49.00	\$ N/A	\$ N/A
Cabins*† (OHV 10x16)	\$49.00	\$ N/A	\$ N/A
Cabins* (Anson Wright 14X14)	\$49.00	\$ N/A	\$ N/A
Cabins*† (Cutsforth 10x16)	\$49.00	\$ N/A	\$ N/A
4-H Building (Cutsforth Park)	\$100.00	\$ N/A	\$ N/A
Juniper Cabin*†‡ (OHV Park 20X14)	\$88.00	\$ N/A	\$ N/A
Full hook-ups (water, sewer, and electric)	\$29.00	\$174.00	\$686.00
Partial hook-up (water and electric)	\$25.00	\$152.00	\$607.00
Water only hook-up	\$22.00	\$132.00	\$528.00
Dry camp or primitive (Tent and/or RV)	\$19.00	\$112.00	\$449.00
OHV Overflow Area/Large Group Site§	\$19.00§	\$112.00§	\$449.00§

* No running water inside of cabins. No bedding furnished

† Propane lighting, heating

‡ Gas generator available for LIMITED electrical use

§ OHV Large Group Site is a per unit fee (Unit = any single type RV, tent, camper or vehicle)

Seventh (7th) day free for all RV/tent sites.

Maximum of six (6) people per paid site (with exception of Large Group Site/s at OHV Park)

Weekly/Monthly rates automatically calculated by reservation software.

Extra vehicle only (one included with campsite)	\$2.00 per extra vehicle only per day
Sewer dump fee	\$10.00
Campfire Wood (1 row – 1’W x 3’H x 3’L)	\$10.00
Water	FREE
Registered Camper	FREE
Non-Registered Camper	\$0.05 per gallon <i>charge due to upkeep of system.</i>
Cutsforth Park Horse Pens	\$3.00 per head per Day
BBQ (wood-burning), Gazebo or Picnic Area/s	\$25.00 per area per Day (Reserved for large groups)
Propane	\$0.75 over delivery market rate
Propane Tank- five (5) gallon rental	\$25.00 per Day

50% Discount for active duty military on leave or veterans with disabilities with proper documentation. Does not cover cabins or other special park facilities, amenities, extra people or vehicles and is only eligible for one site discount per stay. Reserved site must be occupied by the veteran that is eligible for discount. Otherwise, discount is invalid. Reservation is not transferable to anyone else, even other veterans. When you arrive at park you will be asked for photo ID to confirm veteran status. If unable to provide ID indicating the veteran status, guest will not receive discount and will be responsible for full rate of site reserved.

50% Discount Wedding/Reunion facilities rental when entire park facilities (all campsites, buildings and amenities) are rented. With understanding that restrooms/showers, ponds, playground and day use areas remain open for public use.

Table K

**Morrow County Public Works
Transfer Station Fee Schedule**

Transfer Site: _____

Cubic Yard cost Minimum Waste fee \$8.85 (Average between both sites \$8.85)

Length ft. x Width ft. x Height ft. = _____ Divide by 27 (Number ft. in a cubic yard) = _____ Take that amount multiply by the **\$8.85** Minimum cost.

Examples below

One-half pickup box or less **\$8.85** minimum

6' x 6' x 3' = 4 cubic yards = **\$35.00**

6' x 8' x 2' = 3.55 cubic yards = **\$31.00**

8' x 8' x 6' = 14.22 cubic yards = **\$125.50**

8' x 12' x 7' = 24.88 cubic yards = **\$220.00**

Up to SIX – 32 Gallon Garbage Bags – **\$8.85** (Equivalent to 4' x 4' and less than 1' high pickup bed or small trailer.)

Car tire without rim **\$ 9.00**

Truck tire without rim **\$12.50**

Tractor / Duplex **\$27.50**

Grader tire **\$51.25**

The following items are taken **FREE OF CHARGE** for Morrow County residents:

Household Items:

Sofas	Refrigerators
Love Seats	Freezers
Large Chairs	Water Heaters
Mattresses	Stoves/Ranges
Box Springs	Washers
Microwaves	Dryers
Toilets	Sinks (kitchen or bath)

Paint:

Latex and Oil Based (Gallon Containers Only)

Electronics:

Computer Tower	Fax Machines
Computer Screen	Tablets
Key Boards	Telephones & Cell Phones
Printers	Copiers
Handheld Radios	Stereos

**Table L
Morrow County Sheriff's Office
Fee Summary- 2021**

Civil Unit

Serving summons, subpoena, citation, order, notice of similar documents, including small claims, or writ of execution, directed to not more than two different parties at the same address: **\$45.00**

Directed to more than two different parties at the same address (each party) **\$25.00**

Any service involving travel in excess of 75 miles round trip, an additional fee will be billed and collected. Mileage measured from Circuit Court to location of service. **\$45.00**

Real Property

- Real Property Sale Preparation: **\$ 100.00**
- Conduction Sheriff's Sale: **\$ 11.00**
- Post Notice of Sale on Property: **\$ 45.00**
- Sheriff Statutory Enforcement Fee: **\$ 80.00**
- Post Sale Administration: **\$ 67.00**
- Post notice of sale on property: (+ \$45 mileage fee if applicable) **\$ 45.00**
- Post after sale notice: (+ \$45 mileage fee if applicable) **\$ 45.00**
- Copies made for mailing: **\$.25 each page**
- Pre-sale mailing:
(USPS Certified mailing fee, USPS Return Receipt Fee, USPS Postage Fee)
- Post sale mailing:
(USPS Certified mailing fee, USPS Return Receipt Fee, USPS Postage Fee)
- Heppner Gazette Times Ad & Affidavit (subject to change per state statute)
(sent to Gazette Times) **\$ 244.00 flat fee**
- Oregon State Sheriff's Association Website for Property Sales
(subject to change per state statute) (sent to OSSA) **\$ 300.00 flat fee**

Sheriff's Deed, Certificate of Redemption or conveyance of real property sold on any process: **\$50.00**

Entering and processing distraint warrants for state agencies: **\$6.25 each**

Concealed Handgun License

New : **\$65** (\$50 for application, \$15 for Oregon State Police fingerprint fee)

Renewal: **\$50**

Duplicate: **\$15**

Transfer: **\$30** (\$15 for application, \$15 for Oregon State Police fingerprint fee)

Table L
Morrow County Sheriff's Office Fee Summary

Records

- Copies of Deputies reports (per report): \$ 15.00
- 9-1-1 calls copied to CD or flash drive (per call): \$ 20.00
- Radio traffic related to incident copied to CD or flash drive: \$ 20.00
- Pictures on CD or flash drive (per CD or flash drive): \$ 20.00
- Videos on CD/DVD or flash drive (per video): \$ 35.00
(Includes 30 minutes of staff time)
- Extensive records request: \$ 40.00/hr.
(AFTER first 30 minutes of staff time, billed in 15-minute increments)

Security

Uniformed Security on Civil Enforcement Action: \$ 50.00/ 1st hour
Additional time, after first hour: \$ 75.00/hour per deputy

NSF Checks (cash or Money Order Only): \$30.00

Non-Criminal Fingerprinting for 2 cards: \$15.00
Each additional card \$ 5.00

Court Ordered Fingerprinting for 2 cards: \$15.00
Each additional card \$ 5.00
(Cash or Money Order Only)

Alarm System Penalties

1st False alarm per month fee
For the remainder of the month each false alarm: \$50.00

Impounded Auto Administrative Fee: \$60.00

Handgun Proficiency class 'lab' fee: \$10.00

Table L
Morrow County Sheriff's Office Fee Summary

Parole and Probation Fees

Interstate Compact Fee	\$180.00 \$50.00 goes to State \$130.00 goes to County
Supervision Fees	\$40.00 per month
Electronic Monitoring	\$15.00 per day \$25 set up fee
Travel Permits	\$5.00 each
Positive Urine Samples (LAB)	\$50.00
Work Crew	\$250.00 day (full crew over 5) \$125.00 day (crew under 5)
Polygraphs	Varies between \$150.00 to \$300.00

Code Enforcement/Dogs:

Dog Impound Fee

First Offense	\$25.00
Second Offense	\$50.00
Third Offense	\$100.00

Chronic Offender Penalties

Second Offense	10%
Future Offenses	Additional 5% for each offense

Chronic Offender Penalties would be percentage increases as a fee, added in addition to a regular citation fine. This fee may be added by either the Deputy or the Justice of the Peace.

Example:	Class A Violation*	\$440.00
	Chronic Offender (10%)	<u>\$ 44.00</u>
	Total	\$484.00

*Fines are set by the State

**Table M
Surveyor Fees**

<u>Record of Survey</u> Review and Filing	\$25.00
<u>Property Line Adjustment</u> Review and Filing	\$100.00
<u>Partition</u> Plat Review, Check, and Filing	\$200.00
<u>Subdivision or Condominium</u> Plat Review, Check, and Filing	\$300.00+\$10.00 per lot/unit
<u>Affidavit Fee</u> (Corrections, Post-monument, etc.)	\$25.00
<u>Vacation Fee</u>	\$25.00
<u>Public Land Corner Record</u>	Free of Charge

NOTE:

Record of Survey & Property Line Adjustment fees are due to the County Surveyor Office at the time of final mylar submittal for recording. Partition Plat and Subdivision/Condominium fees are due at the time of recording with the Morrow County Clerk's Office.

Copy Charges

8.5" x 11"	\$0.50
11" x 17"	\$2.00
18" x 24"	\$3.00
24" x 36"	\$4.00

Table N
Treasurer's Fees

Replacement checks (stop payments & reissues)	\$20
(Will not be charged if original check was not received by individual)	
NSF (Not Sufficient Funds) Checks	\$20
Bank Wire	\$15

Table O
Whole County

Computer Time	\$75/hour
Interpreter rate	
Non-certified	\$25/hour
Certified	\$32.50/hour
Computer print-outs (black & white)	\$0.25/page
Computer print-outs (color)	\$1.00/page
Photocopies (black & white)	\$0.25/page
Photocopies (color)	\$1.00/page
Fax Fees for non-County business:	
Outgoing – 1 st page	\$3.00
Each additional page	\$1.00
Incoming (whole fax)	\$2.00

Other fees may be assessed under Oregon Revised Statutes

**INTERGOVERNMENTAL AGREEMENT FOR
THE COLUMBIA RIVER ENTERPRISE ZONE III,
WITHIN A CITY AREA OF INFLUENCE
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, the Port of Morrow and CITY hereafter referred to as the "Entities." The Sponsors of CREZ III are Morrow County and Port of Morrow as defined by ORS 285C.050(19). This IGA is for the purpose of establishing a Board of Directors which will manage the CREZ III when a project lies within a city area of influence as identified on Exhibit B attached. This IGA will be attached as Exhibit C to the IGA between Port and Morrow County that creates and manages the CREZ 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 CREZ III when a project lies within a city area of influence to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the CREZ 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, when a project is within a city area of influence, CREZ III shall be governed by a Board of Directors comprised of nine (9) Directors. Each board member shall have one (1) vote. Each Entity and city located in a project's zone of influence shall appoint three (3) Directors, at least one (1) of whom shall be an elected official, to serve on the Board. The Board will determine voting approval by requiring majority vote by each sponsor entity and city in a project's zone of influence (i.e., for an affirmative or approval vote for the CREZ III, County would need to have at least 2 County appointed Directors vote in favor of affirming or approving an action). The minimum vote allowed for approval of any action shall be 6 out of 9 (2 votes to approve from each sponsor entity and city in a project's zone of influence).

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.

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 as Exhibit B.

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

The Chair and Vice-Chair to serve in the Chair's absence, will be those appointed in the IGA governing CREZ III between the Port and Morrow County.

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 CREZ III to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the CREZ III in accordance with governing statute.
- Maintain a record of property within the CREZ III. Develop and maintain policies by which the CREZ 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 CREZ III for the County Assessor or the Oregon Business Development Department.

B. Enterprise Zone Staff: The Board will have the following staff as appointed by the CREZ III IGA between the Port and Morrow County: Enterprise Zone Manager, County Assessor and legal counsel.

1. Duties of the Enterprise Zone Manager:

- Be advisory and serve in an ex-officio capacity at all Board meetings.
- Those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones.
- Maintain the official documents and records of the CREZ 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:

- Provides essential advisory duties.
- Provide 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

3. Duties of Legal Counsel:

- Provide agreements with businesses.

- Provide amendments to this Intergovernmental Agreement.
 - Use of legal counsel shall be authorized on a case-by-case basis by the Board.
4. Duties of Fiscal Agent:
- Hold funds for use by the Board.
 - Maintaining both the application fees and the company paid funds.
 - Distribute both the application 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 five (5) 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 or other alternate electronic device(s) 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.

When a project is in a city's area of influence as identified in Exhibit B:
A quorum for a meeting shall be constituted when six (6) 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.

III. Powers of the Board:

The entities delegate to the Board the powers set forth below and as provided in this agreement.

A. 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.

B. 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 and enter into the binding agreement. This Intergovernmental Agreement grants authority for binding agreements with authorized companies.

After binding agreement has been entered into, sponsor entities and city agree to approve or deny adopting resolutions within 30 days of being notified of the agreement by CREZ III.

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.

C. 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 B 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 may 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 one affirmative vote is 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.

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 the two Sponsor Entities and partnering 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 of this Area of Influence IGA

This Intergovernmental Agreement as it governs negotiations with eligible firms with a city area of influence, terminates upon the Expiration of the CREZ III designation as provided in the 2020 Director's Confirmation of Positive Determination dated October 2, 2020. The date the CREZ III expires is June 30, 2025.

This Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. 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 CREZ 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.

Morrow County Board of Commissioners

Dated this 27th Day of January 2021

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

CREZ III - Intergovernmental Agreement with CITY

**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 (CREZ 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 CREZ III to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the CREZ 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 CREZ 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 whom shall be an elected official, to serve on the Board. The Board will determine voting approval by requiring majority vote by each sponsor entity (i.e., for an affirmative or approval vote for the CREZ III, County would need to have at least 2 County appointed Directors vote in favor of affirming or approving an action). The minimum vote allowed for approval of any action shall be 4 out of 6 (2 votes to approve from each sponsor entity).

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.

Boundaries for determining specific and local municipality (City) involvement or voting authority will be determined by designated area of influence around each city, as described in map identified at Exhibit B. When a project is in a City's

area of influence as identified in Exhibit B, the Intergovernmental Agreement attached as Exhibit C shall be the governing management agreement for the CREZ III (i.e. if the project is in the Boardman area of influence, then the IGA with Boardman will be the managing agreement).

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.

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 CREZ III, to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the CREZ III in accordance with governing statute.
- Maintain a record of property within the CREZ III and manage boundary changes to accommodate business opportunities. Boundary changes will require approving resolutions by each Sponsor prior to being amended.
- Develop and maintain policies by which the CREZ 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 CREZ 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 CREZ 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 correspond 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 application 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 or other alternate electronic device(s) 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 the Enterprise Zone Manager.

A quorum for a meeting 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. Any decision made during a meeting attended by a quorum of members must be by the majority of the Board not the majority of the quorum present.

When a project is in a city's area of influence as identified in Exhibit B:
A quorum for a meeting shall be constituted when six (6) 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.

III. Powers of the Board:

The entities delegate to the Board the powers set forth below and as provided in this agreement.

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, and enter into the binding agreement. This Intergovernmental agreement grants authority for binding agreements with authorized companies.

After binding agreement has been entered into, sponsor entities agree to approve or deny adopting resolutions within 30 days of being notified of the agreement by CREZ III.

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 B 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.

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 both 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 CREZ III designation as provided in the 2020 Director's Confirmation of Positive Determination dated October 2, 2020. The date the CREZ III expires is June 30, 2025.

If the Entities make application to continue the CREZ III, 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 CREZ 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.

Morrow County Board of Commissioners

Dated this 27th Day of January 2021.

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner



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

(For BOC Use)
Item #
5f

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

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5620
Requested Agenda Date: 1/27/2021

Defined Contribution Retirement Plan Document Review & Approval

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?
Through:
Budget Line:

Reviewed By:

Department Director
Required for all BOC meetings
Administrator
Required for all BOC meetings
County Counsel
*Required for all legal documents
Finance Office
*Required for all contracts; other items as appropriate.
Lindsay Grogan 1/21/2021 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):

Please see attached for the defined contribution retirement Plan Document. This plan is being implemented on 2/1/2021 for any new employee hired after 7/1/2020.

Please also see previously discussed questions for the plan. These should be accurately reflected in the plan document attached.

2. FISCAL IMPACT:

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

Motion to approve and sign the plan document.

Attach additional background documentation as needed.

Submitted with New Business Agreement 12/7/2020

1. Age / Service required for eligibility –Public Safety 25 years of membership or 55 years old. General members 30 years of membership or 60 years old.
2. Entry Dates – First of the month following 6-month probationary period from hire date.
3. Are there any excluded employee groups / classifications? - PT employees less than 20 hours per week and temporary employees, and public safety/Teamsters Local 223 members eligible for PERS.
4. Employee contributions / mandatory / voluntary - 6% mandatory
5. Employer contributions (how stated? Who is covered? % of compensation? \$ per hour worked? Etc.) - 9% of compensation
6. Vesting Schedule – Five years from date of hire on a graded schedule, 0%, 0%, 25%, 50%, 100%.
7. Will employee loans be allowed? – Yes – Interest is prime +1% (recommended)
8. Who will be named as the trustee(s) of the plan? – Board of Commissioners
9. Auto Execute fee – who will pay it? Participants or employer? – Participants (most common option and suggested by OneAmerica)

**NONSTANDARDIZED GOVERNMENTAL PROFIT SHARING/401(k) PLAN
ADOPTION AGREEMENT #001**

By executing this Nonstandardized Governmental Profit Sharing/401(k) Plan Adoption Agreement (the "Adoption Agreement" or "AA"), the undersigned Employer agrees to establish or continue a Governmental Profit Sharing/401(k) Plan for its Employees. The Governmental Profit Sharing/401(k) Plan adopted by the Employer consists of the Governmental Defined Contribution Pre-Approved Plan Basic Plan Document #03 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.**

**SECTION 1
EMPLOYER INFORMATION**

1-1 EMPLOYER INFORMATION.

Name: County of Morrow

Address: 110 N. Court St. - PO Box 593

Heppner, OR 97836

Telephone: 541-676-5615

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN). 93-6002308

1-3 FORM OF BUSINESS.

State or political subdivision of a State

State agency or instrumentality

Indian Tribal Government

Describe other Employer qualified to adopt a Governmental Plan: _____

1-4 EMPLOYER'S TAX YEAR END. The Employer's tax year ends 6-30

1-5 RELATED EMPLOYERS. Is the Employer part of a group of Related Employers (as defined in Section 1.83 of the Plan)?

Yes

No

If yes, Related Employers may be listed below. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

[Note: This AA §1-5 is for informational purposes and the Employer need not list Related Employers. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.]

**SECTION 2
PLAN INFORMATION**

2-1 PLAN NAME. Morrow County Public Employees Retirement Plan

Original Effective Date: February 1, 2021

Restatement Effective Date: _____

2-2 PLAN NUMBER. 006

2-3 TYPE OF PLAN.

- (a) This Plan is a Profit Sharing Plan. (*Note: May also include Matching Contributions under AA §6B.*)
- (b) This Plan is a Grandfathered Profit Sharing/401(k) Plan. [*Note: To qualify as a Grandfathered Profit Sharing/401(k) Plan, the Employer must have maintained a 401(k) plan as of May 6, 1986. A Grandfathered Profit Sharing/401(k) Plan may also include a plan of an Indian Tribal Government, as defined in Section 1.58 of the Plan. See Section 1.55 of the Plan for a more detailed description of a Grandfathered Profit Sharing/401(k) Plan.*]
- (c) The Plan is intended to be a FICA Replacement Plan (as described under Section 4.03 of the Plan). [*Note: If this subsection (c) is checked, elections under this AA must be consistent with the requirements of a FICA Replacement Plan as described under Section 4.03 of the Plan.*]

2-4 PLAN YEAR.

- (a) Calendar year.
- (b) The 12-consecutive month period ending on 6-30 _____ each year.
- (c) The Plan has a Short Plan Year running from 2-1-2021 _____ to 6-30-2021 _____.

2-5 FROZEN PLAN. Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- This Plan is a frozen Plan effective _____. (See Section 3.02(a)(2) of the Plan.)

[*Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.*]

2-6 MULTIPLE EMPLOYER PLAN. Is this Plan a Multiple Employer Plan as defined in Section 16.07 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)

- Yes
- No

2-7 PLAN ADMINISTRATOR.

- (a) The Employer identified in AA §1-1.
- (b) Name: _____

Address: _____

Telephone: _____

2-8 DEFINITION OF DISABLED. An individual is considered Disabled for purposes of applying the provisions of this Plan if:

- (a) The individual is covered by the Employer's disability insurance plan and is determined to be disabled under such plan.
- (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

[*Note: An Employer may elect any or all of (a), (b) and (c) above. If more than one of (a), (b) and (c) is selected, the hierarchy for determining whether an individual is considered Disabled is (a), then (b) and then (c), unless described otherwise under separate administrative procedures or under subsection (d) below.*]

- (d) Alternative definition of Disabled: _____

[*Note: Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan and will be applied in a nondiscretionary manner. The Employer may describe different definitions of Disabled for different purposes under the plan.*]

**SECTION 3
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Collectively Bargained Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Leased Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees paid on an hourly basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Employees paid on a salaried basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees in an elected or appointed position.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(h) Part-Time Employees (as defined in Section 1.71 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Seasonal Employees (as defined in Section 1.89 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(j) Temporary Employees (as defined in Section 1.93 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Employees eligible for another qualified plan sponsored by the Employer or a Related Employer Specify name of other qualified plan (optional): _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(l) Other: <u>Public Safety/Teamsters Local 223 Members Eligible for PERS</u>

[Note: The elections under the ER column apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (l) above. The exclusions inserted may not result in a specifically named individual or a finite group (such as employees hired before a certain date) being the only employee or employees participating under the plan in violation of the permanency requirements or Treas. Reg. §1.401-1(b)(2). It is permissible to limit participation under the plan to an employee or employees of a specifically named position or positions.]

**SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS**

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) ___ Year(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(3) The completion of at least <u>1040</u> Hours of Service during the first <u>6</u> months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier.
		<input type="checkbox"/>	(i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| | | | <input checked="" type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) The completion of ___ Hours of Service during an Eligibility Computation Period. [<i>Note: An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.</i>] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (5) Full-time Employees are eligible to participate as set forth in subsection (i) below. Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii) below. |
| | | | (i) Full-time Employees must complete the following minimum service requirements to participate in the Plan: |
| | | | <input type="checkbox"/> (A) There is no minimum service requirement for participation in the Plan. |
| | | | <input type="checkbox"/> (B) The completion of at least ___ Hours of Service during the first ___ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier. |
| | | | <input type="checkbox"/> (C) Under the Elapsed Time method as defined in AA §4-3(c) below. |
| | | | <input type="checkbox"/> (D) Describe: _____ |
| | | | <i>[Note: Any conditions provided under this subsection (D) must be definitely determinable.]</i> |
| | | | (ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than: |
| | | | <input type="checkbox"/> (A) For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than: |
| | | | <input type="checkbox"/> (I) ___ hours per week. |
| | | | <input type="checkbox"/> (II) ___ hours per month. |
| | | | <input type="checkbox"/> (III) ___ hours per year. |
| | | | <input type="checkbox"/> (B) Describe part-time Employees for this purpose: _____ |
| | | | <i>[Note: A part-time employee must be described as an individual who works less than a specified number of hours (no greater than 40) during a standard work week.]</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (6) Under the Elapsed Time method as described in AA §4-3(c) below. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (7) Describe eligibility conditions: _____ |

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

- | Deferral | Match | ER | |
|--------------------------|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (1) There is no minimum age for Plan eligibility. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (2) Age 21. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) Age ____. |

(c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[Note: Any elections under the ER column under this AA §4-1 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (c) above. Subsection (c) above may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to

different Employee groups or different contribution formulas under the Plan. Any special rules under subsection (c) above must be definitely determinable.]

4-2 **ENTRY DATE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Immediate. The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Semi-annual. The first day of the 1st and 7th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Quarterly. The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(d) Monthly. The first day of each calendar month.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Payroll period. The first day of the payroll period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) The first day of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Describe Entry Date: _____ [Note: Entry Date under this subsection (g) must be no later than 3 years after the date described under (a).]

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) next following satisfaction of the minimum age and service requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(i) coinciding with or next following satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(j) nearest the satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(k) preceding the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe any special rules that apply with respect to the Entry Dates under this AA §4-2: _____

[Note: The elections under the ER column under this AA §4-2 apply to any Pick-Up Contributions selected under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l) above. Any special rules under subsection (l) above must be definitely determinable.]

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversaries Years. (See Section 2.03(a)(3)(ii) of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.**

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of <u>1040</u> Hours of Service during an Eligibility Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Eligibility Computation Period (ECP). The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of Service during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Elapsed Time method. Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(6) of the Plan.) <ul style="list-style-type: none"> <input type="checkbox"/> (1) For Deferral, must complete a ____ period of service <input type="checkbox"/> (2) For Match, must complete a ____ period of service <input type="checkbox"/> (3) For ER, must complete a ____ period of service <p><i>[Note: Under the Elapsed Time method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan.]</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Equivalency Method. For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. <p>Hours of Service for eligibility will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period worked. <input type="checkbox"/> (7) Describe Equivalency Method: _____ <p><i>[Note: Any description of an Equivalency Method under this subsection (7) must be definitely determinable.]</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Special eligibility provisions. _____

[Note: The elections under the ER column under this AA §4-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (e) above. Any special rules under subsection (e) above must be definitely determinable.]

4-4 EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS. The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

Deferral	Match	ER
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service requirements (as designated below):

- (a) the Effective Date of this Plan (as designated in the Employer Signature Page).
- (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- (c) _____ [insert date no earlier than the Effective Date of this Plan]

An Eligible Employee who is employed on the designated date will enter the Plan on the designated date without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select subsection (d) or (e) below to designate which condition is waived under this AA §4-4.

- (d) This AA §4-4 only applies to the minimum service condition.
- (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

- (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: _____
- (g) Describe special rules: _____

[Note: An Employee who is employed as of the designated date described in this AA §4-4 will enter the Plan as of such date unless a different Entry Date is designated under subsection (g) above. The elections under the ER column apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (g) above. Any special rules under subsection (g) above must be definitely determinable.]

4-5 SERVICE WITH PREDECESSOR EMPLOYER. Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under subsection (a) or (b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)

(a) The Plan will count service with the following Predecessor Employers:

	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Describe any special provisions applicable to Predecessor Employer service: _____

4-6 BREAKS IN SERVICE. Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6. (See Section 2.07 of the Plan.)

- (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.
- (b) If an Employee incurs at least _____ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. [Enter "0" if prior service will be disregarded for all rehired Employees.]
- (c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
- (d) Describe: _____

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.94 of the Plan for a specific definition of the various types of Total Compensation.

- (a) W-2 Wages
- (b) Code §415 Compensation
- (c) Wages under Code §3401(a)

[Note: For purposes of determining Total Compensation, each definition includes Elective Deferrals as defined in Section 1.36 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.94(b) of the Plan, unless otherwise elected below.

- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation.
 - (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
 - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

[Note: Plan Compensation (as defined in Section 1.75 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-3(j) below or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3(l) below.]

- (b) **Continuation payments for disabled Participants.** If this subsection (b) is not elected, Total Compensation does not include continuation payments for disabled Participants. If this subsection (b) is elected, Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.94(c) of the Plan.

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Elective Deferrals (as defined in Section 1.36 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
			<i>[Note: If this subsection (h) is not elected, amounts received for services performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) “Deemed §125 compensation” as defined in Section 1.94(d) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Amounts received after termination of employment are excluded. (See Section

Deferral	Match	ER	
			1.94(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Differential Pay (as defined in Section 1.94(e) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe adjustments to Plan Compensation: _____

[Note: Any modification under subsection (l) must be definitely determinable and preclude Employer discretion. The elections under the ER column under this AA §5-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l).]

5-4 PERIOD FOR DETERMINING COMPENSATION.

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. *[Note: If a period other than the Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.]*

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on ____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.75(b) of the Plan.)

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule (as described in Section 5.02(c)(7)(ii) of the Plan) will not apply unless designated otherwise under this subsection (c).

- Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6
EMPLOYER AND EMPLOYEE CONTRIBUTIONS**

6-1 EMPLOYER / EMPLOYEE CONTRIBUTIONS. The Employer/Employee may make the following contributions under the Plan:

- (a) Employer Contributions under AA §6-2
- (b) Voluntary After-Tax Employee Contributions under AA §6-7(a)
- (c) Mandatory After-Tax Employee Contributions under AA §6-7(b)
- (d) Employer Pick-Up Contributions under AA §6-7(c)
- (e) N/A. No Employer/Employee Contributions are permitted under the Plan *[Skip to Section 6A]*

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-5(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-6 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3.

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
- (1) **Fixed percentage.** 9 % of each Participant's Plan Compensation.
- (2) **Fixed dollar.** \$___ for each Participant.
- (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. [Note: If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.]
- (c) **Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make an Employer Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: _____
[Note: Insert the appropriate contribution formula (and allocation formula, if applicable) from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.]
- (d) **Service-based contribution.** The Employer will make the following contribution:
- (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation for each period of service designated below.
- (2) **Fixed percentage.** ___% of Plan Compensation paid for each period of service designated below.
- (3) **Fixed dollar.** \$___ for each period of service designated below.
- The service-based contribution will be based on the following periods of service:
- (4) Each Hour of Service
- (5) Each week of employment
- (6) Describe period: _____
- The service-based contribution is subject to the following rules.
- (7) Describe any special provisions that apply to service-based contribution: _____
- (e) **Describe special rules for determining contributions under Plan:** _____
[Note: Any special rules under this subsection (e) may only describe the basis for determining a discretionary service-based contribution, such as a uniform dollar amount, and must be definitely determinable.]

6-3 **ALLOCATION FORMULA.**

- (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated:
- (1) as a uniform percentage of Plan Compensation.
- (2) as a uniform dollar amount.
- (b) **Fixed contribution.** The fixed Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed Employer Contributions under AA §6-2.

- (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan), using the Taxable Wage Base (as defined in Section 1.92 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below.

- (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:
- (i) ____% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:
- | | |
|------------------------------------|--------------------------------------|
| <input type="checkbox"/> (A) N/A | <input type="checkbox"/> (B) \$1 |
| <input type="checkbox"/> (C) \$100 | <input type="checkbox"/> (D) \$1,000 |
- (ii) \$____ (not to exceed the Taxable Wage Base)
- (iii) 20% of the Taxable Wage Base

[Note: See Section 3.02(a)(1)(i)(B)(IV) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.]

- (2) **Describe** special rules for applying permitted disparity allocation formula: _____

[Note: Any special rules under subsection (2) must be definitely determinable.]

- (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

- (1) ____ point(s) for each ____ year(s) of age (attained as of the end of the Plan Year).
- (2) ____ points for each \$____ of Plan Compensation.
- (3) ____ point(s) for each ____ Year(s) of Service. For this purpose, Years of Service are determined:
- (i) In the same manner as determined for eligibility.
- (ii) In the same manner as determined for vesting.
- (iii) Points will not be provided with respect to Years of Service in excess of ____.

- (e) **Employee group allocation.** The Employer may make a separate discretionary Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Trustee in writing of the amount of the contribution to be allocated to each allocation group.

- (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).
- (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.
- The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

Group 1: _____

[Note: The Employee allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).]

- (3) **Special rules.** Unless designated otherwise under this subsection (3), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(a)(1)(i)(D) of the Plan.)

- (i) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

- (ii) **Describe:** _____

[Note: This subsection (ii) may only describe the amount of the Employer Contribution a Participant will receive when such Participant is in more than one allocation group. Any language under this subsection (ii) must be definitely determinable.]

- (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).
A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under subsection (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.
- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ___% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.
- (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____
- (3) **Describe special rules applicable to age-based allocation:** _____
[Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Subsection (3) must provide for a definitely determinable allocation method.]
- (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(d) will be allocated in accordance with the selections made in AA §6-2(d).
- (h) **Describe special rules for determining allocation formula:** _____
[Note: Any special rules under this subsection (h) must be described in a manner that precludes Employer discretion.]

6-4 **CONTRIBUTIONS OF ACCRUED SICK, PTO AND/OR VACATION LEAVE.** *[Note: Do not complete this AA §6-4 and instead use AA§6-7(c) if this is an Employer Pick-Up Contribution.]*

- (a) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave, as described below: _____
- (b) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave, as described below: _____
- [Note: The Employer must describe an Employer Contribution of accrued unpaid sick, and/or vacation leave that meets the following requirements:*
- *The leave converted under the arrangement can only be accrued unpaid leave;*
 - *The leave converted can only be sick and/or vacation leave;*
 - *The Employer must designate how often the conversions occur under this AA §6-4;*
 - *The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;*
 - *The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;*
 - *The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and*
 - *The leave conversion formula is definitely determinable.]*

6-5 **SPECIAL RULES.** No special rules apply with respect to Employer/Employee Contributions under the Plan, except to the extent designated under this AA §6-5. Unless designated otherwise, in determining the amount of the Employer/Employee Contributions to be allocated under this AA §6, the contribution will be based on Plan Compensation earned during the Plan Year.

(a) **Period for determining Employer/Employee Contributions.** Instead of the Plan Year, Employer/Employee Contributions will be determined based on Plan Compensation earned during the following period: [*Note: The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3(c) above.*]

(1) Plan Year quarter

(2) calendar month

(3) payroll period

(4) Other: _____

[*Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this subsection (a).*]

(b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

(1) ___% of Plan Compensation

(2) \$___

(3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.

(c) **Offset of Employer Contribution.**

(1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [*insert name of plan(s)*]. (See Section 3.02(a)(1) of the Plan.)

(2) In applying the offset under this subsection (c), the following rules apply: _____

(d) **Special rules:** _____

[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

6-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-6 to receive an allocation of Employer Contributions under the Plan. [*Note: No allocation conditions apply to After-Tax Employee Contributions or Employer Pick-Up Contributions under AA §6-7.*]

(a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

(b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(c) **Minimum service condition.** An Employee must be credited with at least:

(1) 1040 Hours of Service during the Plan Year.

(i) Hours of Service are determined using actual Hours of Service.

(ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):

(A) Monthly

(B) Weekly

(C) Daily

(D) Semi-monthly

(E) Describe: _____

[*Note: Any description under this subsection (E) must be definitely determinable.*]

(2) ___ consecutive days of employment with the Employer during the Plan Year.

- (d) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee:
- (i) dies.
 - (ii) terminates employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) terminates employment after attaining Normal Retirement Age.
[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]
 - (v) terminates employment after attaining Early Retirement Age.
[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]
 - (vi) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) above do not apply to:
- (i) an employment condition under subsection (b) above.
 - (ii) a minimum service condition under subsection (c) above.
- (e) **Describe** any special rules governing the allocation conditions under the Plan: _____
[Note: Any special rules under this subsection (e) must be definitely determinable.]

6-7 **AFTER-TAX EMPLOYEE CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.**

- (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).
- (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:
- (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to:
 - (A) _____% of Plan Compensation
 - (B) \$_____for the following period:
 - (C) the entire Plan Year.
 - (D) the portion of the Plan Year during which the Employee is eligible to participate.
 - (E) each separate payroll period during which the Employee is eligible to participate.
 - (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
 - (A) _____% of Plan Compensation
 - (B) \$_____
- (2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an after-tax election will be effective as set forth under the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time. Unless designated otherwise in a Participant's after-tax election form, a Participant's affirmative election to make an After-Tax Employee Contribution will cease upon termination of employment and the Participant will need to make a new election upon rehire.

(3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:** _____

[Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.]

(b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.

(1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:

(i) _____% of each Employee's Total Compensation.

(ii) \$_____ for each Participant.

(iii) Describe rate or amount: _____

(2) **Special rules applicable to Mandatory After-Tax Employee Contributions:** _____

(c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)

(1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:

(i) 6 _____% of Plan Compensation.

(ii) \$_____ per pay period.

(iii) Any amount from _____% to _____% of Plan Compensation, as designated by the Employee.

[Note: This subsection (iii) may only be selected if the Employee designates the amount as a one-time irrevocable election.]

(2) Elect this subsection (2) if an Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.

(3) Special rules applicable to Employer Pick-Up Contributions: _____

[Note: Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.03 of the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.]

**SECTION 6A
SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?

Yes.

No. [If "No" is checked, skip to Section 6B.]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

(a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:

(1) _____% of Plan Compensation.

(2) \$_____.

[Note: If both subsection (1) and (2) above are checked, the deferral limit is the lesser of the amounts selected.]

Any limit described in subsection (1) or (2) above applies with respect to the following period:

(3) Plan Year.

(4) the portion of the Plan Year during which the individual is eligible to participate.

(5) each separate payroll period during which the individual is eligible to participate.

(b) **Limits on deferrals on bonus payments.** [Note: This §6A-2(b) only may be selected, if bonus payments are not excluded under AA §5-3.]

- (1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation, Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the Plan) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)
- (2) A Participant may defer up to ___% (*not to exceed 100%*) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation), without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)
- (3) Describe special rules applicable to deferrals on bonus payments: _____

[*Note: If this subsection (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3(e).*]

- (c) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

- (a) ___% of Plan Compensation for a payroll period.
- (b) \$___ for a payroll period.
- (c) Describe: _____

[*Note: If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3.*]

6A-4 **CATCH-UP CONTRIBUTIONS.** Catch-Up Contributions (as defined in Section 3.02(c)(2)(iv) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- Catch-Up Contributions are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals (as defined in Section 3.02(c)(2)(v) of the Plan) are not permitted under the Plan, unless designated otherwise under this AA §6A-5.

- (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [*Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8(b) below. Roth Deferrals may not be made prior to January 1, 2006.*]

- (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (As described under Section 7.11(b)(2) of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan, such distribution may be withdrawn equally from both the Pre-Tax Salary Deferral Account and the Roth Deferral Account or the Employer may withdraw such amounts first from either the Pre-Tax Salary Deferral Account or the Roth Deferral Account.)

Alternatively, the Employer may designate the order of distributions as listed below:

- (1) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
- (2) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
- (3) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

- (c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) below must be checked.

- (1) **Effective date.** Effective _____ [*not earlier than 1/1/2013*], a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[*Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) above as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.*]

(2) **In-Service Distribution.**

- (i) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. [*Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]
- (ii) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- (i) Pre-tax Salary Deferrals
- (ii) Employer Contributions
- (iii) Matching Contributions
- (iv) After-Tax Contributions
- (v) Rollover Contributions
- (vi) Employer Pick-Up Contributions
- (vii) Describe: _____

[*Note: Any contribution sources described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.*]

(4) **Limits applicable to In-Plan Roth Conversions.** No limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

[*Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion. See Section 6.09 of the Plan.*]

- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$___ (may not exceed \$1,000).
- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

[*Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.*]

- (iv) Describe: _____

[*Note: Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.*]

(5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 7.10 of the Plan.

[*Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 7.10 of the*

Plan. Thus, for example, a Participant may not take an in-service distribution of amounts attributable to Salary Deferrals prior to age 59½.]

- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the Plan and AA §B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6).

(i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account.

(ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time.

(iii) Describe distribution options: _____

(d) **Describe any special rules that apply to Roth Deferrals under the Plan:** _____

6A-6 SALARY DEFERRAL ELECTIONS.

- (a) **Change or revocation of deferral election:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment and the Participant will need to make a new election upon rehire.

- Participant's affirmative election does not cease upon termination of employment.** If this subsection (b) is selected, a terminated Participant's affirmative election to defer (or to not defer) **will not cease** upon termination of employment and the Participant's affirmative election to defer (or to not defer) in effect at the time of employment termination will apply upon rehire.

[Note: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures.]

6A-7 AUTOMATIC CONTRIBUTION ARRANGEMENT. No automatic contribution provisions apply under Section 3.02(c)(2)(iii) of the Plan, unless provided otherwise under this AA §6A-7.

- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:

(i) The Effective Date of this Plan as set forth under the Employer Signature Page.

(ii) _____ *[insert date no earlier than the Effective Date of the Plan]*

(iii) As set forth under a prior Plan document. *[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]*

- (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.02(c)(2)(iii) of the Plan. *[Note: Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Code §414(w).]*

- (i) **Automatic deferral amount.**
- (A) ___% of Plan Compensation.
- (B) \$___.
- (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount.
- (A) ___% of Plan Compensation.
- (B) \$___.
- (C) If this (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:

- (D) ___% of Plan Compensation.
- (E) \$___.
- (F) Describe: _____

[Note: Any special application of the automatic increase provisions must be definitely determinable and must provide for Employer discretion.]

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3):
- (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i) above. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
- (D) Describe: _____
- (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant's affirmative deferral election will expire:
- (A) at the end of each Plan Year.
- (B) Describe date that the affirmative election will expire: _____

[Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.]

If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.

- (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
- Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

(v) **Special rules:** _____

[*Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]

- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the first Plan Year following the date automatic contributions begin.
- (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the ____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- (iii) **Effective date.** The automatic increase described under subsection (2)(ii) above is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- (A) The anniversary of the Participant's date of hire.
- (B) The anniversary of the Participant's first automatic deferral contribution.
- (C) The first day of each calendar year.
- (D) Other date: _____

(iv) **Special rules:** _____

- (5) **Treatment of terminated Employees who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee terminated employment).

- (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.

(ii) **Describe special rules applicable to rehired employees:** _____

[*Note: Any special rules under this subsection (ii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable.*]

(b) **Permissible Withdrawals under Automatic Contribution Arrangement.**

- (1) **Permissible withdrawals allowed.** An Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissible withdrawal, but only with respect to default contributions made after the Employee's return to employment).
- The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to termination of employment.
- (2) **No permissible withdrawals.** The permissible withdrawal provisions under this subsection (b) are not available.

- (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than ____ days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

(c) **Other automatic deferral provisions:** _____

6A-8 SPECIAL DEFERRAL EFFECTIVE DATES. Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.02(c)(2)(i) of the Plan.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
 - (2) ____ (insert date no earlier than the date the Plan is executed by the Employer).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.]

SECTION 6B
MATCHING CONTRIBUTIONS

6B-1 MATCHING CONTRIBUTIONS. Is the Employer authorized to make Matching Contributions under the Plan?

- Yes.
- No. [If "No" is checked, skip to Section 7.]

6B-2 MATCHING CONTRIBUTION FORMULA: For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below. [See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan.]

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as a uniform percentage of Eligible Contributions, unless designated otherwise below. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)
- (1) Discretionary matching contributions will be allocated as a flat dollar amount.
 - (2) Allocation of discretionary Matching Contribution determined by written instructions to Plan Administrator (or Trustee). If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing: (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Eligible Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies (unless otherwise designated under AA §6B-5), and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas.

Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions no later than 60 days following the last date on which the discretionary Matching Contribution is made to the Plan for the Plan Year. If this AA §6B-2(a)(2) is elected, the written instruction requirement does not take effect until the first day of the Plan Year following the Plan Year in which this Plan's Cycle 3 restatement is executed.

- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
- (1) ____% of Eligible Contributions made for each period designated in AA §6B-5 below.
 - (2) \$____ for each period designated in AA §6B-5 below.

- (c) **Matching Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make a Matching Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: _____

[Note: Insert the appropriate Matching Contribution formula from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.]

- (d) **Tiered match.** The Employer may make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions as a percentage of Plan Compensation. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each tier.

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) Up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

- (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Eligible Contributions to all Participants based on Years of Service with the Employer. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Year of Service level.

Years of Service	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (5) Years of Service equal to and above ____	_____%	<input type="checkbox"/>

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

[Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the Plan.]

- (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2) below.

(1) **Designated Employee groups.**

[Note: Each group designation must describe a group of Employees which is definitely determinable with no Employer discretion.]

(2) **Matching Contribution formulas.**

- (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1) above. The discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Employee group. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)

- (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1) above.

[Note: Each separate rate of Matching Contribution must be definitely determinable and will be allocated uniformly to the members of the group.]

- (g) **Describe special rules for determining Matching Contribution formula:** _____

[*Note: Any special rules may not provide for a discretionary Matching Contribution allocation formula, must be described in a manner that precludes Employer discretion and must satisfy the definitely determinable requirements of Treas. Reg. §1.401-1.*]

6B-3 ELIGIBLE CONTRIBUTIONS. Unless designated otherwise under this AA §6B-3, the Matching Contribution described in AA §6B-2 will apply to all Eligible Contributions authorized under AA §6-7 and/or AA §6A.

- (a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6B-2 will apply only to the Eligible Contributions selected below:
- (1) Pre-tax Salary Deferrals under AA §6A.
 - (2) Roth Deferrals under AA §6A-5.
 - (3) Catch-Up Contributions under AA §6A-4.
 - (4) Voluntary After-Tax Employee Contributions under AA §6-7(a).
 - (5) Mandatory After-Tax Employee Contributions under AA §6-7(b).
 - (6) Employer Pick-Up Contributions under AA §6-7(c).

(b) **Elective deferrals under another plan.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____
- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1) above: _____

[*Note: This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another qualified plan or Code §403(b) or Code §457(b) plan.*]

(c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or multiple entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or multiple entry dates (or the Employer chooses to use the Plan's optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.

- The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.

(d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

6B-4 LIMITS ON MATCHING CONTRIBUTIONS. In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions designated under AA §6B-3 are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4.

- (a) **Limit on amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions under AA §6B-3 that do not exceed:
- (1) _____% of Plan Compensation.
 - (2) \$_____.
 - (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

[*Note: If both subsections (1) and (2) above are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]

(b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

- (1) _____% of Plan Compensation.
- (2) \$_____.

(c) **Special limits applicable to Matching Contributions:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions under AA §6B-3 and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- (a) payroll period
- (b) Plan Year quarter
- (c) calendar month
- (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this AA §6B-5.]

[Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. See Section 3.02(c)(3)(iii) of the Plan.]

6B-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

(a) **Application of allocation conditions.**

- (1) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (2) Allocation conditions only apply to discretionary Matching Contributions under the Plan.
- (3) Allocation conditions only apply to fixed Matching Contributions under the Plan.

[Note: (2) or (3) above should be selected only if the Plan provides for both Fixed and Discretionary Matching Contributions.]

(b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(c) **Minimum service condition.** An Employee must be credited with at least:

- (1) ____ Hours of Service during the Plan Year.
 - (i) Hours of Service are determined using actual Hours of Service.
 - (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):
 - (A) Monthly (B) Weekly
 - (C) Daily (D) Semi-monthly
 - (E) Describe: _____

[Note: Any description under subsection (E) above must be definitely determinable.]

(2) ____ consecutive days of employment with the Employer during the Plan Year.

(d) **Exceptions.**

- (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
 - (i) dies.
 - (ii) terminates employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) terminates employment after attaining Normal Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such

Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.]

- (v) terminates employment after attaining Early Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.]

- (vi) is on an authorized leave of absence from the Employer.

- (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).

- (3) The exceptions selected under subsection (1) above do not apply to:

- (i) an employment condition designated under subsection (b) above.
 (ii) a minimum service condition designated under subsection (c) above.

- (e) Describe any special rules governing the allocation conditions under the Plan: _____

SECTION 7 RETIREMENT AGES

- 7-1 **NORMAL RETIREMENT AGE.** Normal Retirement Age under the Plan is:

- (a) Age ____ (not to exceed 65).
 (b) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of:
 (1) the Employee's participation commencement date (as defined in Section 1.68 of the Plan).
 (2) the Employee's employment commencement date.
 (c) Describe Normal Retirement Age: Public safety attainment of age 55; General members attainment of age 60

[Note: The Normal Retirement Age must be reasonably representative of the typical retirement age for the industry in which the Plan Participants work. A Normal Retirement Age of at least age 62 is deemed to be reasonable while a Normal Retirement Age under age 55 is presumed not to satisfy this requirement unless facts and circumstances show otherwise. Whether a Normal Retirement Age between 55 and 62 satisfies this requirement depends on the facts and circumstances. A Governmental Plan must comply with the final Normal Retirement Age regulations under Treas. Reg. §1.401(a)-1, as amended, effective for Annuity Starting Dates occurring in Plan Years beginning on or after the later of the two dates described in IRS Notice 2012-29. The Employer may use AA §7-1(c), for example, to describe a reasonable Normal Retirement Age that is between age 55 and 62 that takes into account service as well as age.]

- 7-2 **EARLY RETIREMENT AGE.** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
 (1) Attainment of age ____
 (2) The ____ anniversary of the date the Employee commenced participation in the Plan, and/or
 (3) The completion of ____ Years of Service, determined as follows:
 (i) Same as for eligibility.
 (ii) Same as for vesting
 (b) Describe. _____

SECTION 8 VESTING AND FORFEITURES

- 8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for any Employer and/or Matching Contributions that are subject to a vesting schedule under AA §8-2?

- Yes
 No [If "No" is checked, skip to Section 9.]

[Note: "Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No"

should be checked if the only contributions under the Plan are Salary Deferrals, After-Tax Employee Contributions and/or Employer Pick-Up Contributions. If the Plan holds Employer Contributions and/or Matching Contributions that are subject to vesting but the Plan no longer provides for such contributions, see Sections 6.03(d) and 6.11(e) of the Plan for default rules for applying the vesting and forfeiture rules to such contributions.]

8-2 VESTING SCHEDULE. The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under the Plan. See Section 6.02 of the Plan for a description of the various vesting schedules under this AA §8-2.

(a) **Vesting schedule for Employer Contributions and Matching Contributions:**

- | ER | Match | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) Full and immediate vesting. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) Three-year cliff vesting schedule |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) Six-year graded vesting schedule |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (4) Modified vesting schedule |
| | | 0 ___ % immediately on Plan participation |
| | | 0 ___ % after 1 Year of Service |
| | | 0 ___ % after 2 Years of Service |
| | | 25 ___ % after 3 Years of Service |
| | | 50 ___ % after 4 Years of Service |
| | | 100 ___ % after 5 Years of Service |
| | | 100 ___ % after 6 Years of Service |
| | | 100 ___ % after 7 Years of Service |
| | | 100 ___ % after 8 Years of Service |
| | | 100 ___ % after 9 Years of Service |
| | | 100% after 10 Years of Service |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) Other: vesting schedule: _____ |
| | | <i>[Note: If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]</i> |

(b) **Special provisions applicable to vesting schedule:** _____

[Note: This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or different Employee groups under the Plan. Any special provision must satisfy the pre-ERISA Code vesting requirements.]

8-3 VESTING SERVICE. In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- (b) Service completed before the Employee's ___ birthday is excluded.
- (c) Describe vesting service exclusions: _____

[Note: See Section 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.]

8-4 VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE. An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

- (a) dies
- (b) terminates employment due to becoming Disabled
- (c) becomes Disabled
- (d) reaches Early Retirement Age
- (e) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

ER	Match	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of <u>1040</u> Hours of Service during a Vesting Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	(b) Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is: <ul style="list-style-type: none"> <input type="checkbox"/> (1) The 12-month period beginning with the Employee’s Employment Commencement Date and, for subsequent Vesting Computation Periods, the 12-month period beginning with the anniversary of the Employee’s Employment Commencement Date. <input type="checkbox"/> (2) Describe: _____ <i>[Note: Any Vesting Computation Period described in this subsection (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	(c) Elapsed Time Method. Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee’s employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 6.05 of the Plan. (See Section 6.04(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	(d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked. Hours of Service for vesting will be determined under the following Equivalency Method. <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. <input type="checkbox"/> (7) Describe Equivalency Method: _____ <i>[Note: Any description of an Equivalency Method must be definitely determinable.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	(e) Special rules: _____ <i>[Note: Any special rules under this subsection (e) must be definitely determinable.]</i>

8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6. (See Section 6.08 of the Plan.)

- (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.
- (b) If an Employee incurs at least _____ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan. [*Enter “0” if prior service will be disregarded for all rehired Employees.*]

(c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.

(d) Describe any special rules for applying the vesting Break in Service rules: _____

[Note: Any special rules under this subsection (d) must be definitely determinable.]

8-7 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)

ER	Match	
----	-------	--

<input type="checkbox"/>	<input type="checkbox"/>	(a) N/A. All contributions are 100% vested. [Do not complete the rest of this AA §8-7.]
--------------------------	--------------------------	---

<input type="checkbox"/>	<input type="checkbox"/>	(b) Reallocated as additional Employer Contributions or as additional Matching Contributions.
--------------------------	--------------------------	---

<input type="checkbox"/>	<input type="checkbox"/>	(c) Used to reduce Employer and/or Matching Contributions.
--------------------------	--------------------------	--

For purposes of subsection (b) or (c) above, forfeitures will be applied:

<input type="checkbox"/>	<input type="checkbox"/>	(d) for the Plan Year in which the forfeiture occurs.
--------------------------	--------------------------	---

<input type="checkbox"/>	<input type="checkbox"/>	(e) for the Plan Year following the Plan Year in which the forfeitures occur.
--------------------------	--------------------------	---

Prior to applying forfeitures under subsection (b) or (c):

<input type="checkbox"/>	<input type="checkbox"/>	(f) Forfeitures may be used to pay Plan expenses. (See Section 6.11(d) of the Plan.)
--------------------------	--------------------------	--

<input type="checkbox"/>	<input type="checkbox"/>	(g) Forfeitures may not be used to pay Plan expenses.
--------------------------	--------------------------	---

In determining the amount of forfeitures to be allocated under subsection (b) above, the same allocation conditions apply as for the source for which the forfeiture is being allocated, unless designated otherwise below.

<input type="checkbox"/>	<input type="checkbox"/>	(h) Forfeitures are not subject to any allocation conditions.
--------------------------	--------------------------	---

<input type="checkbox"/>	<input type="checkbox"/>	(i) Forfeitures are subject to a last day of employment allocation condition.
--------------------------	--------------------------	---

<input type="checkbox"/>	<input type="checkbox"/>	(j) Forfeitures are subject to a ____ Hours of Service minimum service requirement.
--------------------------	--------------------------	---

In determining the treatment of forfeitures under this AA §8-7, the following special rules apply:

<input type="checkbox"/>	<input type="checkbox"/>	(k) Describe: _____
--------------------------	--------------------------	---------------------

8-8 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

(a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).

The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

(b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-8(b).

A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 6.08 of the Plan).

(c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-8(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.

If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 6.10(a)(2) do not apply.

8-9 **SPECIAL RULE FOR FORFEITURE UPON DEATH OF A PARTICIPANT.** Unless elected below, no vested benefits are forfeited upon the death of a Participant.

To modify this default forfeiture rule, check to box below.

- The Plan will forfeit benefits (including vested benefits) upon the death of a Participant, if not precluded by law. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death.

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 **AVAILABLE FORMS OF DISTRIBUTION.**

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon termination of employment.
- Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$_____.
- (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 7.01 of the Plan.
- (d) **Describe distribution options:** _____

[Note: Any distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 **PARTICIPANT AND SPOUSAL CONSENT.**

- (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Section 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
- (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
- (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$_____.
- (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this subsection (5).

- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.
 - (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$_____.
 - (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- (c) **Describe any special rules affecting Participant or Spousal consent:** _____
[Note: Any special rules under this subsection (c) must be definitely determinable.]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
 - (1) the date the Participant terminates employment.
 - (2) the last day of the Plan Year during which the Participant terminates employment.
 - (3) the first Valuation Date following the Participant's termination of employment.
 - (4) the end of the calendar quarter following the date the Participant terminates employment.
 - (5) attainment of Normal Retirement Age, death or becoming Disabled.
 - (6) Describe: _____
[Note: Any special rules under this subsection (6) must be definitely determinable.]
- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 will receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:
 - (1) the date the Participant terminates employment.
 - (2) the last day of the Plan Year during which the Participant terminates employment.
 - (3) the first Valuation Date following the Participant's termination of employment.
 - (4) the end of the calendar quarter following the date the Participant terminates employment.
 - (5) Describe: _____
[Note: Any special rules under this subsection (5) must be definitely determinable.]
- (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the threshold for distributions upon termination of employment will be based on a vested Account Balance of \$_____.
- (d) **Describe additional distribution options:** _____
[Note: Any additional distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

- (a) **Immediate distribution upon termination of employment.** Distribution will be made as soon as reasonable following the date the Participant terminates employment on account of becoming Disabled.
- (b) **Following year distribution upon termination of employment.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates employment on account of becoming Disabled.
- (c) **Describe:** _____
[Note: Any distribution event described in this subsection (c) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

9-5 DETERMINATION OF BENEFICIARY.

(a) **Default beneficiaries.** Under Section 7.07(c) of the Plan, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.

If this subsection (a) is checked, the default beneficiaries under Section 7.07(c) of the Plan are modified as follows:

(1) The Plan adopts the default beneficiary rules under Section 7.07(c) of the Plan, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.

(2) Describe other modifications to the default beneficiaries under Section 7.07(c) of the Plan: _____

[Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.

If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[Note: Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.]

**SECTION 10
IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS**

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age _____. (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.

Deferral	Match	ER	
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(h) The Participant has participated in the Plan for at least ____ (cannot be less than 60) months.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) The amounts being withdrawn have been held in the Trust for at least two years.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	N/A	N/A	(k) As a Qualified Reservist Distribution.
<input type="checkbox"/>	N/A	N/A	(l) Upon a deemed separation of employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(m) Describe: _____

[Note: No in-service distribution of Salary Deferrals is permitted prior to age 59½, except for Hardship, or Disability. If Normal Retirement Age or Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for purposes of determining eligibility to distribute Salary Deferrals (if subsection (f) or (g) above is checked under the Deferral column). If this Plan has accepted a transfer of assets from a pension plan (e.g., a money purchase plan), no in-service distribution from amounts attributable to such transferred assets is permitted prior to age 62, except for Disability.]

10-2 APPLICATION TO OTHER CONTRIBUTION SOURCES. If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6-7, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. Employer Pick-Up Contributions will not be eligible for in-service distribution.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions:

Rollover	After-Tax	Pick-Up	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age ____ (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship (that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Describe: _____

10-3 SPECIAL DISTRIBUTION RULES. No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$1,000 ____.
- (d) A Participant may not take an in-service distribution of more than \$ ____.
- (e) Unless elected otherwise under this subsection (e), the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 7.10(e)(5) of the Plan. If this subsection (e) is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 7.10(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 7.10(e)(1) of the Plan: _____

[Note: This subsection (f) may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.]

- (g) If the Plan includes Accounts that hold inactive sources of contributions, the Employer may designate under this AA §10-3(g) the in-service distribution options available to such Accounts: _____
- (h) Other distribution rules: _____

10-4 REQUIRED MINIMUM DISTRIBUTIONS.

- (a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan applies. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.

Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under either the 5-year rule or the life expectancy method, as elected below:

- (1) The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.
- (2) The life expectancy method under Sections 8.02 and 8.04 of the Plan (and not the 5-year rule).
- (b) **Describe any special rules applicable to required minimum distributions:** _____

[Note: Any special rule under this subsection (b) must satisfy the requirements of Code §401(a)(9). This subsection (b) may be used to override the default provision under Section 8.06(b) of the Plan. For example, the Employer may designate the life expectancy rules as the default rather than the five-year rule when a Participant or Beneficiary fails to make an election.]

**SECTION 11
MISCELLANEOUS PROVISIONS**

11-1 PLAN VALUATION. The Plan is valued **annually**, as of the last day of the Plan Year.

- (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) Monthly. The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) Quarterly. The Plan is valued at the end of each Plan Year quarter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) Describe: _____

[Note: The Employer may elect operationally to perform interim valuations, regardless of any selection in this subsection (a).]

- (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

11-2 SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION. The provisions under Section 5.02 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02 of the Plan.

- (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending _____.
[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]
- (b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Participant who terminates employment on account of becoming disabled. (See Section 5.02(c)(7)(iii) of the Plan.)
- (c) **Special rules:** _____

[*Note: Any special rules under this subsection (c) must be consistent with the requirements of Code §415.*]

11-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.04 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.04 of the Plan, check the box below.

- (a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- (b) **Deemed separation from service.** Unless otherwise elected under AA§10-1(l), an individual shall not be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §401(k)(2)(B)(i)(I).

11-4 **ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan).** All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

- An Employee may make a one-time irrevocable election not to participate under the Plan.

11-5 **TREATMENT OF CERTAIN BENEFITS.** The protected benefits rules under Code §411(d)(6) do not apply to the Plan. However, the Employer may describe below (or in a separate addendum attached to this Adoption Agreement) the treatment of certain benefits following events such as plan merger or consolidation, transfer of assets or similar events.

Describe treatment of benefits: _____

[*Note: If the benefit described here in the Plan or a plan being merged into the Plan is not either (i) available as a provision through the Pre-Approved Plan or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If the benefit described here in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date.*]

11-6 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the Plan apply.

- The following special rules apply with respect to Multiple Employer Plans: _____

[*Note: Any special rules under this AA §11-6 must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).*]

**APPENDIX A
SPECIAL EFFECTIVE DATES**

[Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.]

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- A-4 **Employer and Matching Contributions.** The Employer and Matching Contribution provisions under the Plan are effective as follows:

- A-5 **After-Tax Employee and Pick-Up Contributions.** The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under the Plan are effective as follows:

- A-6 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:

- A-7 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

- A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

- A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- A-11 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:

- A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

- A-13 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply, as follows:

- A-14 **Other special effective dates:**

- A-15 **Special effective dates for restated pre-approved plans:** Use this A-15 to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15.
-

**APPENDIX B
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B, or any modifications to a separate loan policy describing the loan provisions selected under the Plan, will not affect an Employer's reliance on the IRS Favorable Letter. Loans are subject to any internal limitations or rules imposed by the Investment Arrangement or the service provider or platform.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

- (a) Yes
 (b) No

B-2 **LOAN PROCEDURES.**

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
 (b) Loans will be provided under a separate written loan policy. [*Note: If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all active Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default provision, complete this AA §B-3:

- (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.
 (b) A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.
 (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.
 (d) Describe limitations on receiving loans under the Plan: _____
[*Note: Any limitation under subsection (d) must be definitely determinable and not provide any Employer discretion.*]

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.
[*Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete subsection (a) or (b) below.

- (a) A Participant may have ___ loans outstanding at any time.
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.
 (b) The minimum loan amount is \$ _____.
 (c) The maximum loan amount is \$ _____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- (a) The prime interest rate plus 1 percentage point(s).
 (b) The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.
 (c) Describe: _____

[Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.]

- B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.
- (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 7.10(e)(1)(i) of the Plan.
- (b) A Participant may only receive a Participant loan under the following circumstances: _____
- B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.
- The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.
- The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
- (b) The cure period for determining when a Participant loan is treated as in default will be the greater of _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed or the last day of the second calendar quarter following the calendar quarter in which the missed payment was due.
- (c) The cure period for determining when a loan is treated as in default will be _____ days (cannot exceed 90) following the first missed loan payment.
- B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years. To override this default provision, complete this AA §B-11.
- (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
- (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).
- (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of employment. To override this default provision, complete this AA §B-12.
- A Participant loan will not become due and payable in full upon the Participant's termination of employment.
- B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.
- B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- (a) A Participant may **not** renegotiate the terms of a loan.
- (b) The following special provisions apply with respect to renegotiated loans: _____
- B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.
- Participant loans will not be available from the following contribution sources: _____
- Participant loans will only be available from the following contribution sources: _____
- B-16 **SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan, unless required by State law. To override this provision, complete this AA §B-16.
- Spousal consent is required to receive a Participant loan.

B-17 MODIFICATIONS TO DEFAULT LOAN PROVISIONS.

- The following special rules will apply with respect to Participant loans under the Plan: Loan repayments must be made through payroll withholding only.
-

[Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to **direct investments**? (See Section 10.07 of the Plan.)

- (a) No
- (b) Yes, but subject to the following restrictions:
- (1) No restrictions apply
- (2) Only for Accounts that are 100% vested
- (3) Specify Accounts: _____
- (4) Describe any special rules that apply for purposes of direction of investments: _____

[Note: This subsection (4) may be used to describe special investment provisions for specific types of investments.]

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

- (a) No
- (b) Yes
- (1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.
- (2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.
- (3) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 **LIFE INSURANCE.** Are **life insurance** investments permitted? (See Section 10.08 of the Plan.)

- (a) No
- (b) Yes

C-4 **QDRO PROCEDURES.** Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.05 of the Plan (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.05 of the Plan and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

- (a) The Employer elects to have the requirements of Section 11.05 of the Plan apply to its Plan.
- (b) The requirements of Section 11.05 of the Plan do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

Describe domestic relations procedures: _____

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed for Morrow County Public Employees Retirement Plan to effect:

- (a) The adoption of a **new plan**, effective 2-1-2021 [insert Effective Date of Plan]. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 3 Pre-Approved Plans, pursuant to Rev. Proc. 2017-41.
 - (1) Effective date of restatement: _____ . [Note: Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.]
 - (2) Name of plan(s) being restated: _____
 - (3) The original effective date of the plan(s) being restated: _____
- (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 3 Pre-Approved Plans under Rev. Proc. 2017-41). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Effective Date(s) of amendment/restatement: _____
 - (2) Name of plan being amended/restated: _____
 - (3) The original effective date of the plan being amended/restated: _____
 - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: _____

PRE-APPROVED PLAN PROVIDER INFORMATION. The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the IRS Opinion Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

Name of Pre-Approved Plan Provider (or authorized representative): Northwest Retirement Plan Consultants, LLC
Address: 901 Powell Ave SW, Suite 101 Renton, WA 98057
Telephone number: 425-276-3180

IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the Internal Revenue Service to the Pre-Approved Plan Provider as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2017-41. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #03. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs, or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

County of Morrow
(Name of Employer)

Lindsay Grogan
(Name of authorized representative) (Title)

(Signature) (Date)

TRUST DECLARATION

This Trust Declaration may be used to identify and adopt the Trust associated with the Plan.

[Note: The Internal Revenue Service does not review the Trust Declaration, or the trust provisions associated with Pre-Approved Plans. Therefore, the provisions of the Trust Declaration, ASC Trust Agreement or any separate Trust agreement have not been approved by the IRS and the IRS opinion letter does not cover such Trust Agreement. The Provider, the Trustee and the adopting Employer should review the applicable Trust provisions, and any modifications thereto, with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

Name of Plan. Morrow County Public Employees Retirement Plan

Name of Employer. County of Morrow

Effective date of Trust Agreement: 2-1-2021

(a) **The Trust terms are:**

(1) **Determined under the Trust provisions contained in the ASC Trust Agreement - Standard.**

[Note: Trustee must complete the Trustee Signature section under Section (b) below.]

(i) **Directed Trustee.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

(ii) **Discretionary Trustee.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

[Modification of ASC Trust Agreement Provisions. The Employer may amend the Trust provisions as provided under Section 1.19 of the ASC Trust Agreement. Plan provisions will override any conflicting provisions in the Trust Agreement, including any modification thereto. The Provider and the adopting Employer should review any modifications of the ASC Trust Agreement with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

(2) **Determined under a separate Trust agreement(s).** The Trust provisions are contained in a separate Trust Agreement that has been furnished to the Employer. Notwithstanding the terms of the Plan, the terms of the Trust Agreement shall control the rights and responsibilities of the Trustee with respect to the Trust and the assets held in such Trust.

Name of Trustee. _____

Title of Trust Agreement. _____

Address of Trustee. _____

[Note: In using a separate Trust Agreement, the Trustee may adopt such Trust Agreement by either completing the Trustee Signature section under Section (b) below or may execute the separate Trust Agreement. In either case, the information above – Name of Trustee, Title of Trust Agreement and Address of Trustee – must be completed.]

(3) **Plan is funded with custodial accounts, annuity contracts and/or insurance contracts.** There is no Trust associated with the Plan because the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts.

[Note: No signature is required under this Trust Declaration if the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts. The Employer or Plan Administrator may enter into a separate agreement with the custodian or insurance company. Such separate agreement must be consistent with the terms of the Plan.]

(b) **Trustee/Employer Signatures.**

(1) **Trustee Signature.** By signing below, the designated Trustee(s) accept the responsibilities and obligations set forth under the Trust Agreement specified in this Trust Declaration. By signing this Trust Declaration Page, the individual(s) below represent that they have the authority to sign on behalf of the Trustee.

Don Russell

(Print name of Trustee)

(Signature of Trustee or authorized representative)

(Date)

Jim Doherty
(Print name of Trustee)

(Signature of Trustee or authorized representative) (Date)

Melissa Lindsay
(Print name of Trustee)

(Signature of Trustee or authorized representative) (Date)

(2) **Employer Signature.** By signing below, the Employer accepts the terms of the Trust Agreement, as specified in this Trust Declaration. By signing this Trust Declaration, the individual below represents that he/she has the authority to adopt the Trust Agreement and sign on behalf of the Employer as sponsor of the Plan.

(Signature of Employer's authorized representative) (Date)

Lindsay Grogan
(Print name of Employer's authorized representative)

(Title of Employer's authorized representative)

**INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS
ELECTIVE PROVISIONS**

These Elective Provisions provide for elections as allowed by the Final Regulations and the Hardship Distribution Interim Amendment, attached to the Basic Plan Document. In some cases, the Pre-Approved Plan Provider has Defaults as indicated by the items marked as Default under these Elective Provisions. If the adopting Employer approves of the Defaults of the Pre-Approved Plan Provider, the adopting Employer does not need to execute the Hardship Distribution Interim Amendment. If the adopting Employer wishes to override any of the Defaults of the Pre-Approved Plan Provider, the adopting Employer should make the appropriate election(s) in the Elective Provisions below and sign the Hardship Distribution Interim Amendment. If the Plan does not permit Hardship distributions, no elections should be made below.

HD-1 SOURCES FOR HARDSHIP DISTRIBUTIONS

- (a) **Source accounts (not including earnings).** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(a)(8) or HD-1(a)(9) below or the effective date of a new Plan), a Participant may take an in-service distribution upon the occurrence of a Hardship that satisfies the Hardship distribution rules under Section 8.10(e) of the Plan, as amended by this interim amendment, with respect to the following sources:

- (1) No change to current Plan sources available for Hardship distributions under AA §§10-1 and 10-2.
- (2) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (3) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- (4) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (5) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (6) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (7) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (8) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (9) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

- (b) **Earnings on source accounts.** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(b)(11) or HD-1(b)(12) below or the effective date of a new Plan), amounts available for Hardship distributions include earnings on the following available sources:

- (1) Amounts available for Hardship include earnings on all available sources.
- (2) No change to current Plan rule (i.e., earnings are not available on Salary Deferrals, except for those on grandfathered (pre-1989) earnings, if applicable).
- (3) Pre-Tax Salary Deferral Account
- (4) Roth Deferral Account
- (5) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (6) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- (7) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (8) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (9) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (10) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (11) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (12) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-2 NEED TO OBTAIN ALL AVAILABLE LOANS (Complete only if Employer maintains any qualified plan(s) that permits Participant loans.)

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-2(d) or HD-2(e) below or the effective date of a new Plan), if a Participant requests a Hardship distribution from any of the Accounts specified in HD-1 above and AA §§10-1 and 10-2, the Participant is **NO LONGER** required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
- (b) No change to current Plan provisions. Participants are required to obtain all nontaxable loans available under the Plan and all plans maintained by the Employer.
- (c) Describe any special requirements with respect to the need to first obtain all available loans: _____
- (d) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (e) Describe other effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-3 SUSPENSION OF ABILITY TO MAKE SALARY DEFERRALS AND AFTER-TAX EMPLOYEE CONTRIBUTIONS DURING 2019. (Applicable only to Plans that were using the safe harbor Hardship distribution suspension rule.)

[Note: Under the Final Regulations, adopting Employers may continue to apply the suspension of Salary Deferrals and After-Tax Employee Contributions rules for the 2019 Plan Year. However, in no event, may the Plan provide for a suspension of an Employee's Salary Deferrals or After-Tax Employee Contributions as a condition of obtaining a Hardship distribution for Hardship distributions made on or after January 1, 2020.]

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-3(d) below) and applicable to Hardship distributions made before January 1, 2020, if a Participant takes a Hardship distribution as permitted under the Plan, the Participant was NOT suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for any period of time after the receipt of the Hardship distribution.
- (b) No change to current Plan provisions. For Hardship distributions made before January 1, 2020, the Participant continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
 - Suspensions on Hardship distributions made after July 1, 2019 will cease effective January 1, 2020.
- (c) Describe any special requirements with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable): _____
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-4 APPLICATION OF SUSPENSION REQUIREMENT FOR PRE-2019 PLAN YEAR HARDSHIP DISTRIBUTIONS. (Applicable only to Plans that were using the Hardship distribution suspension rule as of the last day of the 2018 Plan Year.)

- (a) No change to current Plan provisions. A Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
- (b) Effective on the first day of the Plan Year beginning after December 31, 2018 (or such later date specified in HD-4(d) below), a Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year was no longer suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable).
- (c) Describe any special rules with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for Participants who have received pre-2019 Hardship distributions: _____
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-5 OTHER APPLICABLE RULES. Describe any other rules, such as conditions for receiving a Hardship distribution, not otherwise reflected in the Plan or Hardship Distribution Interim Amendment: _____

HD-6 MEMORIALIZATION OF PRIOR OPERATION. The elections in this Hardship Distribution Interim Amendment should reflect current Plan operations. The Employer may memorialize prior plan operations relevant to the implementation of the Final Regulations by describing such operations below: _____

APPLICATION OF AMENDMENT

Pursuant to Revenue Procedure 2015-36 and Revenue Procedure 2017-41 (as applicable), these Hardship Distribution Interim Amendment Elective Provisions have been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan. If the Employer wishes to override the Default elections of the Pre-Approved Plan Provider, the Employer (or the authorized representative of the Employer) must execute this Hardship Distribution Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

(Name of Employer)

(Name of Authorized Representative, if applicable) (Title)

(Signature) (Date)

**ACTION BY THE GOVERNING BOARD
ADOPTION OF QUALIFIED RETIREMENT PLAN**

The undersigned, being all the members of the Governing Board of County of Morrow (“Employer”), hereby consent to the following resolutions:

WHEREAS, after review and evaluation by the Governing Board, the Employer has decided to adopt the Morrow County Public Employees Retirement Plan (“Plan”), a qualified retirement plan, for the benefit of eligible employees; and

WHEREAS, the Employer wishes to appoint Don Russell, Jim Doherty, Melissa Lindsay as Trustee(s) of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Plan, to be effective on 2-1-2021;

RESOLVED FURTHER that the undersigned members of the Governing Board authorize the execution of the Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan. The members of the Governing Board may designate any members of the Governing Board (or other authorized person) to execute the Plan document and perform the necessary actions to adopt the Plan. The Employer will maintain a copy of the Plan, as approved by the members of the Governing Board, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan; and

RESOLVED FURTHER that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

Members of the Governing Board:

_____	_____	_____
[Name]	[Signature]	[Date]
_____	_____	_____
[Name]	[Signature]	[Date]
_____	_____	_____
[Name]	[Signature]	[Date]



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

(For BOC Use)
 Item #
 59i

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

Presenter at BOC: Lindsay Grogan
 Department: Human Resources
 Short Title of Agenda Item:

Phone Number (Ext): 5620
 Requested Agenda Date: 1/27/2021

(No acronyms please)

Emergency Command Update - COVID-B pay extension

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

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 5 mins |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

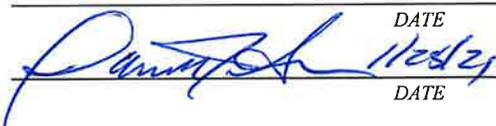
Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

_____	DATE	Department Director	Required for all BOC meetings
	1/25/21	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.
Lindsay Grogan	1/21/2021	Human Resources	*If appropriate

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

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

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

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

The Family First Coronavirus Response Act FFCRA expired on 12/31/2020. Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

COVID PAY A - FULL PAY-

- (1) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (2) has been advised by a health care provider to self-quarantine related to COVID-19;
- (3) is experiencing COVID-19 symptoms and is seeking a medical diagnosis;

COVID PAY B - 2/3 PAY -

- (1) is caring for an individual subject to an order described in or self-quarantine
- (2) is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
- (3) is experiencing any other substantially-similar condition specified by the Secretary of Health.

As of 12/31/2020, we are no longer required to provide paid leave. However, COVID A was extended through 2/28/21 and COVID B was extended through 1/31/21. I would like to recommend to extend COVID B through 2/28/21 as well. This benefit will help provide our employees with a back up plan and peace of mind when it comes to managing their work-life and caring for their children.

2. FISCAL IMPACT:

Varies depending on employee exposure and outbreaks.

In the year of 2020 the total paid for COVID B was \$6,973.07.

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

Motion to extend providing COVID-B paid leave for employees until the end of February 2021.

Attach additional background documentation as needed.

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

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

Extension for COVID Temporary Telecommuting Policy -

The policy is only applicable to those employees that are capable of performing their job duties at full capacity from a remote setting. This policy also applies to those who are ordered to quarantine by a Health Official. If the employee is well enough to work and have the resources necessary, they are offered to work remotely during their quarantine period. Employees that are allowed are approved by the Director, HR, and the County Administrator.

This policy was first in effect on 11/18/2020 and was good for a 2 week period. Since then it has been extended multiple times under the Emergency Command Team Update. The last extension approved the policy until 1/31/2021.

2. FISCAL IMPACT:

NA

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

Motion to extend the Temporary Telecommuting Policy through February 28th, 2021.

Attach additional background documentation as needed.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County received our membership dues invoice from Association of Oregon Counties (AOC).

I am bringing this invoice to the Board of Commissioners to review and discuss what voluntary dues they would like to include in the invoice for payment.

2. FISCAL IMPACT:

GL 101-101-5-20-2411

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

Motion to approve the AOC invoice for membership dues in the amount of \$ _____

Attach additional background documentation as needed.

Roberta Lutch

From: Gina Nikkel <gnikkel@oregoncounties.org>
Sent: Friday, January 22, 2021 5:20 PM
To: Don Russell
Cc: Jim Doherty; Melissa Lindsay; Darrell Green; Roberta Lutch; Melissa Cribbins; Mckenzie Farrell; AOC Accounting
Subject: 2021 AOC Membership Renewal
Attachments: 2021 County Dues - Morrow.pdf

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

Hello Chair Russell,

Thank you for your membership in the Association of Oregon Counties (AOC). We are honored to have you as a member!

Attached to this email is information on processing your membership renewal, including your dues invoice.

Your support ensures Oregon's 36 counties maintain a collective voice on issues facing our diverse economy. We look forward to continuing to work with you to engage in innovative and transformational county solutions, enhance the public's understanding of county government, and support you in your role as an elected county leader.

AOC values your continued partnership. Thank you for your support.

Sincerely,

Melissa Cribbins
President, AOC
Commissioner, Coos County

Gina Firman Nikkel, Ph.D.
Executive Director, AOC

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

AOC ASSOCIATION OF OREGON COUNTIES

January 19, 2021

Chair Donald Russell
Morrow County
P.O. Box 788
Heppner, OR 97836

Dear Commissioner Russell,

Thank you for your membership in the Association of Oregon Counties (AOC). We are honored to have Morrow County as a member of AOC!

AOC programs and services provide counties with opportunities to engage in innovative and transformational county solutions, enhance the public's understanding of county government, and support to exercise exemplary leadership in public service.

Created in 1906 to advocate for the interests of Oregon county government, AOC services have expanded to include direct services to save you money, time and resources. Membership with AOC also provides access to, and support for, CIS, educational programming, information sharing, and access to software like BillTracker. In addition, AOC provides a path to nomination to state and national boards, commissions and task forces. County Solutions provides commissioners and county staff with capacity and support to convene stakeholders to address complex issues and complete challenging projects in your communities.

With our timely advocacy for county interests in Salem and through the National Association of Counties (NACo) in Washington, D.C., we provide counties with a collective voice on issues facing Oregon's diverse economy. Advocacy efforts range from community and economic development and transportation, to health and human services and veterans, to natural resources and public safety. In addition, these efforts also include specialty advocacy issues like video lottery, PERS, and federal land management.

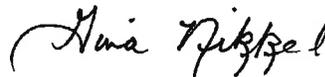
We hope you will engage with AOC in 2021. There is no better way to shape our state advocacy efforts than to join a steering committee. Committees are open to all AOC members, and we urge you to get involved. We continue to see record levels of participation in our steering committees, and we hope this trend will continue. We also hope to see you at our Annual Conference in Eugene in November.

Please be sure to take advantage of all that your membership has to offer. We are here to help. AOC values your continued participation and membership.

Thank you,



Melissa Cribbins
President, AOC
Commissioner, Coos County



Gina Firman Nikkel, Ph.D
Executive Director, AOC

UNITED COUNTIES. UNITED OREGON.

1201 Court St., Suite 300 | Salem, OR 97301-4110 | 503.585.8351 | www.oregoncounties.org

Morrow County
P.O. Box 788
Heppner, OR 97836

CC: jdoherty@co.morrow.or.us
mlindsay@co.morrow.or.us

Invoice no. **2021 AOC**
For the period of:
Jan. 1 – Dec. 31, 2021

drussell@co.morrow.or.us

Description (see page 3 for descriptive narrative on dues categories)	Amount
AOC General Fund Dues*	\$8,880.45
Public Lands Fund Dues*	\$2,294.46
Video Lottery Defense Fund Dues (voluntary dues)	\$213.27
Federal Land Management Subcommittee Dues (voluntary dues; required for voting privilege)	\$320.44
PERS (Public Employees Retirement System) Alliance Dues (voluntary dues)	\$180.90
CFTLC (Council of Forest Trust Land Counties) Dues ** (\$0.00 indicates membership not applicable)	\$0
CFTLC Special Voluntary Assessment Dues (voluntary dues, \$0.00 indicates membership not applicable)	\$0
Veterans Fund Dues (voluntary dues)	\$374.63
Total amount due:	\$12,264.16

**payment of dues marked required for AOC membership*

***payment of dues marked required for CFTLC membership*

Please direct inquiries to:

Fiscal Services
Email: accounting@oregoncounties.org
Phone: 503.585.8351

**Please submit check payment along
with a copy of this invoice to:**

Association of Oregon Counties
1201 Court Street NE, Suite 300
Salem, OR 97301-4110

Invoice – Continued

Invoice no. **2021 AOC**

For the period of:

Jan. 1 – Dec. 31, 2021

Description Narrative for Dues

AOC General Fund Dues* (required for AOC membership)

General fund dues support legislative advocacy and policy development, district and steering committee meetings, communications efforts, and technical assistance to members, as well as AOC's core operational expenses including finance, insurance, building rent, utilities, and supplies. Dues are based on an established uniform base fee and each county's comparative real market value and population (as reported for the previous year). The formula is capped so no county will pay more than 20 times the lowest assessment.

Public Lands Fund Dues* (required for AOC membership)

Public Lands fund dues allow AOC to carry out legislative advocacy on natural resource issues, foster communications between county governing bodies and individual agencies, and develop natural resources policy. Dues are based on an established uniform fee, national forest receipts, substituted Secure Rural School Act or other safety net revenues and federal Payments-in-Lieu-of-Taxes. The formula is capped so no county will pay more than 15 times the lowest assessment.

CFTLC Dues** (required for CFTLC voting privileges)

CFTLC dues finance the activities of the Council of Forest Trust Land Counties (CFTLC), created to represent the interests of the 15 Oregon counties that contain forest lands administered by the State Department of Forestry. These dues support advocacy and professional services to promote and protect the counties' interests in Oregon's forest trust lands. Dues are based upon an approved budget and comparative forest trust land acreage by county.

CFTLC Special Voluntary Assessment Dues (voluntary dues)

CFTLC special voluntary assessment dues enables CFTLC to retain critical specialized contract services to protect counties' interests in the forest trust lands. The assessment is based on the CFTLC dues formula described above.

Federal Land Management Subcommittee Dues (voluntary; required for voting privileges)

Federal land management subcommittee assessment dues are directed to advocacy on federal land management issues. Funds allow AOC to coordinate with other national efforts, obtain professional services, and conduct communications campaigns on federal legislation. Dues are based on the county share of the latest annual national forest receipts payments or successor safety net payments.

PERS Alliance Dues (voluntary dues)

Public Employee Retirement System (PERS) dues support policy advocacy and legal proceedings for labor and retirement fund issues. Dues are assessed at a rate of \$.69 per PERS retiree per county.

Veterans Fund Dues (voluntary dues)

Veterans fund dues were created in 2014 to support Oregon's approximately 297,000 veterans. Income from this assessment funds staff work on veterans' issues, including advocacy for increased state funding and support for the work of County Veterans Service Officers (CVSOs). Additional work includes sustaining and expanding collaborative partnerships with the Oregon Department of Veterans Affairs (ODVA), the Oregon Health Authority (OHA) and Oregon Housing and Community Services (OHCS) to better serve veterans and their families. Dues are assessed at a rate of \$.35 per veteran per county.

Video Lottery Defense Fund Dues (voluntary dues)

Video lottery defense fund dues provide technical assistance and professional services related to the preservation of shared revenues and protection of counties 2.5 percent of net video lottery receipts. Dues are assessed at one percent of each county's total video lottery net receipts for the previous year.

VOLUNTARY DUES

Federal Land Management Subcommittee Fund

Background

The Forest Management Subcommittee was formed in 1998 to pool the assets of all national forest counties in Oregon to more effectively utilize resources on federal issues. The subcommittee was a major factor in enactment of the Secure Rural Schools Act of 2000 and its successor reauthorizations, while repeatedly insisting that a safety net is not the long-term answer. Rather, what the counties need is federal forest management reform.

In 2017, the subcommittee was reorganized as the Federal Land Management Subcommittee and new bylaws were adopted. The purpose remains the same: gaining long-term federal land management reforms which will lead to healthy lands, job opportunities, and social and economic sustainability.

Eligible counties are those that receive national forest road receipts or successor safety net road payments. An eligible county becomes a voting member by payment of the dues assessment for the current year. Each county has one vote and designates one commissioner to cast their vote. The subcommittee is governed by tri-chairs, each having one vote. One chair is the current chair of the AOC Natural Resources Policy Steering Committee, one chair is the current president of the Association of O&C Counties, and one chair is appointed by the Eastern Oregon Counties Association. Subcommittee actions must be approved by the AOC Natural Resources Policy Steering Committee.

The subcommittee approves its own recommended calendar year budget, expressed in the AOC Federal Land Fund, prepared in cycle with the AOC budget process. The AOC Natural Resources Steering Committee reviews and approves the recommended subcommittee budget and, in turn, recommends it to the AOC membership for adoption at the AOC annual business meeting.

How is the fund used?

The pooled resources from national forest counties permit a more effective pursuit of long-term federal lands management reform legislation and regulations, which will lead to healthy forests, job opportunities, and economic and social sustainability at the local level. The subcommittee will support a continued safety net program, as a bridge to implementation of meaningful land management reforms.

Voluntary dues are critical to fund hands-on lobbying in Washington, DC; to guide counties through the changing and complex requirements to qualify for safety net payments; and to stay up-to-the-minute in coordination with allies to target resources most effectively.

Looking forward

- Gain long-term federal lands management policy reform through strategic alliances and targeted tactics.
- Pursue “bridge funding” tied to the management reform legislation to maintain solvency of Oregon counties dominated by federal lands until the legislation is fully implemented.

VOLUNTARY DUES

Public Employee Retirement System (PERS), Public Labor and Employment Policy Fund

Background

AOC collects dues for the Public Employee Retirement System (PERS) Alliance, a collaboration with the League of Oregon Cities (LOC), Oregon School Board Association (OSBA), and Special Districts Association of Oregon (SDAO) to support advocacy and legal proceedings for labor and retirement fund issues.

In 2016 the voluntary dues assessment changed to include all PERS enrollees by county; not just county employees enrolled. This change reflected the fact that all 36 counties benefit from AOC's work in PERS, and should therefore be assessed the voluntary dues. The AOC Board of Directors also determined the PERS Fund should expand to include public labor and employment policy moving forward.

This change was due to the fact that each legislative session numerous bills are introduced that directly impact public employment, including diverse topic areas such as collective bargaining, wages, public contracting, sick leave, discrimination and home rule.

How is the fund used?

AOC work not only involves opposing or amending proposals that would increase costs to public employers, or constrain the options of public employers, but also involves crafting and promoting legislation that assists public employers through the mechanisms of side accounts, salary caps, work after retirement plans, and debt deferral.

Looking forward

- Track PERS bills that impact public employment by increasing costs to public employers, and craft bills promoting legislation to assist public employers and lower Oregon's unfunded actuarial liability.
- Participate in state agency rulemaking proceedings that impact public employment.
- Serve on the PERS Legislative Advisory Committee (LAC) and PERS Employer Advisory Group (EAG).
- Participate in litigation as needed on behalf of AOC members.

VOLUNTARY DUES

Veterans Fund

Background

The AOC Veterans Fund was created in 2014 to act as a collective voice for Oregon counties on veterans' issues, and enhance AOC's ability to advocate for, and better serve, Oregon's 297,039 veterans and their families. Too many of our veterans face high levels of post-traumatic stress disorder, mental health challenges, addictions, physical health issues and both mild and severe traumatic brain injuries. Too many are facing homelessness and too many are involved in the criminal justice system. As noted by our State Department of Veterans Affairs, our work to support our veterans and their families "is just beginning."

How is the fund used?

Income from the assessment covers approximately 75 percent of the total compensation costs for a legislative affairs policy manager.

Looking forward

- Sustain and improve the County Veterans Service Officer (CVSO) workforce. Ensure professional training and financial support is provided to help veterans access all benefits (state and federal) they have earned and deserve. Help promote retention and long-term stability of CVSO staffing within individual counties.
- Improve access to federal Veterans Affairs services through our CVSO system. Help veterans' access earned disability compensation, low-income pension, housing, employment, education, and other benefits. Accelerate strategies that provide veterans better access to healthcare benefits, including physical and behavioral health care services.
- Federal 2018 MISSION ACT. Help Commissioners and their constituents under the changes to the federal Veterans Affairs (VA) healthcare delivery system as part of the 2018 MISSION ACT, especially changes to access healthcare that involve non-VA provider networks in rural areas of the state.
- Expanded partnership with Oregon Housing and Community Services to address veteran's homelessness. Help provide technical assistance, advocacy, and local commissioner engagement to grow veterans housing capacity as part of the approximate \$15 million of biennial funding dedicated to veterans as part of the state's document recording fee.
- Partner with Oregon Department of Veterans Affairs, Oregon Health Authority, Coordinated Care Organizations and our community mental health system to better serve veterans. Help implement the "2019 Oregon Veterans' Behavioral Health Service Improvement Study." These recommendations include targeted actions in veterans suicide prevention, veterans data collection and cross-sector partnerships.

VOLUNTARY DUES

Video Lottery Defense Fund

Background

In 1985, Oregonians established a lottery, constitutionally dedicating the earnings to economic development (see [ORS 461.547](#)). Since then, Oregonians also have dedicated lottery revenues for education, parks, wildlife and wildlife and veterans' services funding.

In 1991, an agreement was reached whereby the Legislature approved a state-controlled video lottery structure which forfeited a county's right to authorize and regulate gaming in exchange for counties receiving 2.5 percent of the receipts from all video lottery games for economic development activities. Prior to that date, counties had the right to authorize, regulate and tax gaming.

Beginning in 2005, counties agreed to contribute 50 percent of the costs of the Governor's Office administration of Regional Solutions due to the programs' importance. The remaining video lottery receipts are distributed as follows: 10 percent divided equally among the 36 counties; and 90 percent allocated by the amount of video lottery receipts from each county. These receipts are an important revenue source for counties' strategic economic development activities such as infrastructure investment, revolving loan programs, and other related programs.

How is this fund used?

The Video Lottery Defense Fund is used to protect counties' share of the video lottery. AOC staff advocates, tracks bill, attends hearings and meetings, and testifies at the Legislature and Lottery Commission to ensure that the agreement forged in 1991 is upheld.

Looking forward

In recent biennia, instead of basing quarterly payments on actual receipts, the Department of Administrative Services has used estimated video lottery revenues determined in the May forecast prior to the start of the biennium. This "smoothing" process makes it easier for payments to be made as counties received equal amounts every quarter based on the forecast, rather than fluctuating amounts based on 2.5 percent of the actual proceeds. However, if proceeds are less than anticipated, it can shortchange counties. It is estimated that counties lost over \$5 million in the recent biennia because of the smoothing distribution practice. In 2021 AOC staff worked with legislators to introduce two bills related to securing county lottery distributions, including a proposal that guarantees an actual 2.5 percent payment moving forward.

ROAD REPORT JANUARY 2021

BLADING OPERATIONS: Grader operators continue blading roads when time allows.

BOMBING RANGE: The road crew is working on widening shoulders near the north end of Bombing Range. We should be done the first or second week in February depending on how much snow we get.

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

CATTLE GUARDS: Various cattle guards around the county are being cleaned and repaired.

WINTER STORMS: We have been plowing and sanding roads when necessary. Deicer has been applied to roads around the county.

PERMITS: No work in the right of way permits have been approved during the month of January

ROSE LEGAL
 Phone: (541) 993-5936
 E-mail: Jessica@RoseLegal.org
<http://www.RoseLegal.org>
 General Delivery, Maupin, OR 97037

**LPSCC Quarterly Report to Morrow County
 Board of County Commissioners**

The LPSCC (Local Public Safety Coordinating Council) meets bi-monthly, and additionally as needed. I provide administrative services at a reduced rate than my normal hourly billing and am currently reimbursed by a State Grant- the Justice Reinvestment Grant (JRI) managed by the Criminal Justice Commission. One of the main goals of my position is to assist with collaboration between separate agencies and avoid “silos.” Many studies have shown the necessity of staff for a well-functioning LPSCC.

1. The Governor’s Recommended Budget cut JRI by 10% for the next biennium.
2. We formed two informal subcommittees to work on topics prioritized by the LPSCC through a “mapping” session and goal setting seminar.
 - a. Recidivism Data: LPSCC has had lengthy conversations regarding what data should be produced and how to accomplish that. A specialist from the Oregon Department of Corrections joins us at our next meeting to help clarify how to obtain the appropriate data points regarding recidivism.
 - b. Juvenile Issues: A separate group is working on addressing how to best divert youth from the criminal justice system.
3. Additional areas of interest: wrap around services at the jail and Specialty Court.
4. There has been and will continue to be increased emphasis on “historically underserved” populations with regard to State grants, particularly ethnic minorities.
5. Now is a great time to brainstorm how the LPSCC wants to utilize the grants for next biennium. I attend regular meetings with the CJC and am able to determine some of the “unwritten rules.”
6. I regularly research grant announcements to try and bring needed funds into Morrow County. Most Public Safety/Criminal Justice grants would require some level of collaboration with Umatilla County since the jail is located there. A lot of the groundwork has been done with the mapping session.



Jessica Rose



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

County Clerk
Bobbi A. Childers Ext. 5601

Quarterly Report

RE: County Clerk Report

We had a November Election where our participation was 76% with 5177 ballots cast. Boardman's Bond for a New Fire Station passed along with at Four Year Option Levy for Mosquito control. In the City of Lexington, they ran two local option tax measures and those both passed. Ione and Heppner didn't have any asks for their voters.

My office has a full security system installed along with window sensors, window break sensors, fire and smoke sensors. I also have 3 cameras that will be able to hook up to a screen in the lobby for observers to use during elections.

I currently have 6842 registered voters.

I will have a Special District Election in May. I am the filing officer for all offices except City, State and Federal offices. I run all elections in and for Morrow County. I have included a list of districts that are part of Morrow County Elections.

FED	Federal	Federal Statewide	STATE OF OREGON
2nd Cong	US Representative, 2nd Dis...	Congressional	STATE OF OREGON
State Par	Statewide Partisan	Statewide Partisan	STATE OF OREGON
SS29	Senate District 29	State Senator	STATE OF OREGON
SR57	House District 57	State Representative	STATE OF OREGON
State NP	Statewide Nonpartisan	Statewide Nonpartisan	STATE OF OREGON
CC06	Circuit Court District 06	Circuit Court	STATE OF OREGON
25	Morrow	Countywide	
DA, Morrow	District Attorney, Morrow C...	District Attorney	STATE OF OREGON
03	City of Boardman	City	
04	City of Heppner	City	
05	City of Ione	City	
06	City of Irrigon	City	
07	Town of Lexington	City	
19	Morrow Soil and Water	Soil And Water	
331	BMCC ZONE 1-331	Community College	UMATILLA
338	Blue Mountain Community C...	Community College	UMATILLA
340	Education Service District, Z...	Education Service Zone	UMATILLA
346	Education Service District, Z...	Education Service Zone	UMATILLA
33	Ione School District	School	
35	Morrow County School Distr...	School	
08	Boardman Fire and Rescue ...	Fire	
09	Heppner Rural Fire Protecti...	Fire	
10	Irrigon Rural Fire Protection...	Fire	
22	Ione Rural Fire Protection Di...	Fire	
401	Pilot Rock Fire District, 7-401	Fire	UMATILLA
5	South R.F.P.D.	Fire	GILLIAM
18	Heppner Water Control Dist...	Water Control	

24	Oregon Trail Library District	Library	
34	Ione Library District	Library	
11	Boardman Park and Recreat...	Park And Recreation	
12	Irrigon Community Park and...	Park And Recreation	
21	Willow Creek Park District	Park And Recreation	
28	Morrow County Unified Recr...	Park And Recreation	
29	Morrow County Unified Recr...	Park And Recreation	
30	Morrow County Unified Recr...	Park And Recreation	
31	Morrow County Unified Recr...	Park And Recreation	
32	Morrow County Unified Recr...	Park And Recreation	
37	Port of Morrow	Port	
36	Morrow County Health District	Health	
13	Boardman Cemetery District	Cemetery	
14	Hepner Cemetery Mainten...	Cemetery	
15	Ione-Lexington Cemetery D...	Cemetery	
16	Irrigon Cemetery Maintena...	Cemetery	
23	Irrigon Livestock District	Other Special	
26	North Morrow Vector Contr...	Other Special	
39	FULLER CANYON LIVESTOCK...	Other Special	
450	Umatilla Morrow Radio & Da...	Other Special	UMATILLA

We had zero BOPTA filings.

I have updated the Oregon Government Ethics Commission as the Jurisdictional Contact.

Bobbi Childers,
Morrow County Clerk

Attachment: Jurisdictional Contact



Jurisdictional Contact

Electronic Filing System
Instructional Handbook

Oregon Government Ethics Commission
3218 Pringle Rd SE, Ste 220
Salem OR 97302-1680

TABLE OF CONTENTS

Introduction	1-2
How to Create Your User Profile	3
How to Assign Required Filers to their Jurisdictional Seats	4
Forgot Password	5
Forgot Username	5-6
Forgot Security Question Answers	6
How to Terminate Jurisdictional Contact Assignment	7
Request Jurisdictional Contact assignment.....	7
Token ID.....	7-8
Commands Feature Functionality	9
Date of Appointment.....	10
System Requirements	10
FAQs	11
Annual Verified Statement of Economic Interest (SEI).....	12-17

DISCLAIMER

This training material is issued by the Oregon Government Ethics Commission (Commission) pursuant to ORS 244.340 Continuing Education Program. This presentation is intended for educational and training purposes only and should not be used as a substitute for a review of the specific statutes and rules. There may be other laws or regulations not within the jurisdiction of the Commission that apply to actions or transactions described in this training material. Do not reproduce or distribute without the express written permission of the Commission.

The following statutory references and administrative rules provide the basis for the responsibilities of the Jurisdictional Contact:

ORS 244.162 Information provided to persons required to file statements of economic interest.

A person designated by a public body as defined in ORS 174.109 shall provide information explaining the requirements of ORS 244.050, 244.060, 244.070 and ORS 244.090 to each newly elected or appointed public official serving the public body who is required to file a verified statement of economic interest under ORS 244.050.

OAR 199-020-0005 Identification of Public Officials Required to File Annual Verified Statements of Economic Interest (SEI)

Cities, Counties, and those State boards and commissions, special districts and others affected by the filing requirement of ORS 244.050 shall inform the Oregon Government Ethics Commission of the following information related to individuals required to file the Annual Verified Statement of Economic Interest form:

- (1) Each public body shall provide in writing to the Commission the name, title, mailing address, phone number and e-mail address of a designated contact person. Any changes to the designated contact person or their information shall be submitted in writing to the Commission within 10 working days.
- (2) Each designated public body contact person shall provide annual written to the Commission no later than February 15 of the name, position or office held and mailing address of each individual required to file the Annual Verified Statement of Economic Interest form. Any changes, additions or deletions of this information that occur between the date of submission of the annual written notification and April 15 must be made in writing to the Commission within three working days.

NOTE: *Now that the Commission has the Electronic Filing System, all updates are to be completed online by the Jurisdictional Contact. Current administrative rules do not reflect the change in filing method.*

Training

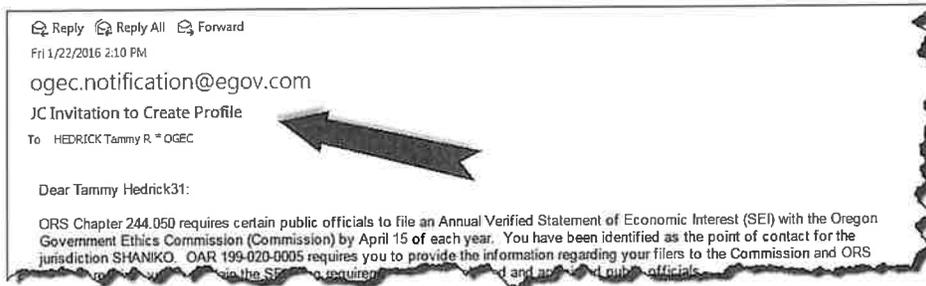
Jurisdictional Contacts can participate in live, online demonstrations presented by Oregon Government Ethics Commission training staff. Learn how to create and manage your user profile, and about your responsibility to instruct filers about their filing requirements. These training sessions also offer a refresher course on how to manage the positions within the jurisdictions assigned to you.

HOW TO CREATE YOUR USER PROFILE

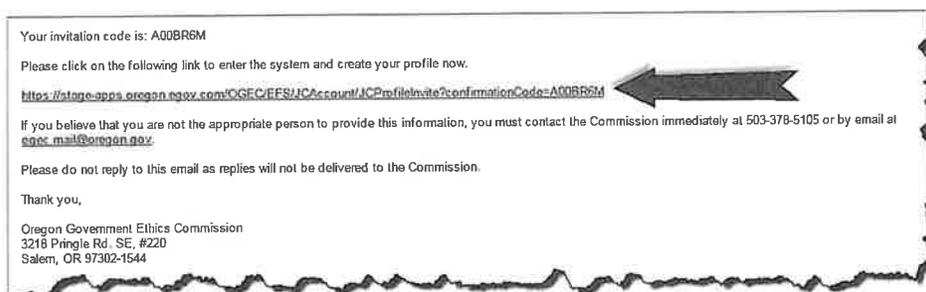
NOTE: You have 90 days after receiving an Invitation Token to create your personal account. You will only need one user profile, even if you have multiple roles in the system.

How to get started?

1. Locate the system-generated email from the Oregon Government Ethics Commission.



2. Locate the system link within the email.



3. Click on the link, or copy the link into your web browser address bar, and it will open the default web browser on your system and present the "Create a New Account" interface.
4. To complete the new account process you will:

- Select a user name. (Anything of your choosing, which becomes permanent.)
- Select a password. Passwords must have a minimum of:
 - ✓ One upper case letter
 - ✓ One lower case letter
 - ✓ One numerical digit, and
 - ✓ One special character- *Refer to special character list in text help.*
 - ✓ Must be at least 8 and not more than 20 characters long.

- Create two password security questions. For password retrieval purposes, the security questions are **case and space sensitive**. Note: If your security question answer contains more than one word, you will need to remember to include all spaces, punctuation, special characters, etc. that you used.
 - Verify that the pre-populated personal profile information is correct. It is your responsibility as a Jurisdictional Contact to maintain your own profile information, which includes mailing address, phone number and most importantly, the email address.
 - You have the option of identifying an alternate contact person to receive the same system-generated email reminder notices that you receive.
5. After confirming all information is correct, select **CONTINUE**.
 6. Verify Registration. You will now be asked to verify your personal profile. Select **CONTINUE**.
 7. Confirmation. If you have successfully registered, the **CONFIRMATION** page will appear naming the jurisdiction you have registered for. You will receive a system-generated email notification that you have successfully registered.
 8. Once you have created your personal profile, you will now select **GO TO MY ACCOUNT** to be able to manage or assign required filers.

NOTE: You can only edit your own personal profile information. You cannot substitute another individual to your assignment. If your position changes and you will no longer be the Jurisdictional Contact, please notify Commission staff of your replacement prior to leaving.

HOW TO ASSIGN REQUIRED FILERS TO THEIR JURISDICTIONAL SEATS

If you are assigned to more than one jurisdiction, under the Assignments by Jurisdiction field, use the drop down arrow to select the jurisdiction you wish to work in.

1. From the Electronic Filing System sign in page, log in.
2. Select **“SEI Jurisdictional Contact”** role.
3. Under the **“Assignment by Jurisdiction”**, verify that the correct jurisdiction is in the display.
4. The system will default to the **“Assign SEI Filers”** tab. If this tab is not active, select that tab.
5. For each seat in the Assign SEI Filers tab, you will select the  icon under the Commands header to enter the statutorily-required filer information.
 - a. Date of appointment - Calendar will appear. Select the Month, Day and Year.
 - b. Last name. Key in the last name. *Note: All registered filers with the same last name will appear in a dropdown list. Please scroll through the names to see if that the individual you are adding already has an account. If they do, you must click on their name to select them from this list. NOTE: Confirm that the email address and prefilled information matches your filer. If they do not appear on this list, you must select the “Add” option at the top of the dropdown list.*
 - c. First name.
 - d. Email address. It is important to note that you must confirm the accuracy of the email address used for this communication. When keying the email address, you will need to either key the @ symbol or click in the space after the @ symbol to complete the email address. Do not use the tab key to transition from the username of the recipient to their domain name. Do not use upper case letters in the email address.
 - e. Phone number.
 - f. Mailing Address - Street, or PO Box, City, ST, Zip Code

6. Once you have keyed the information, you will select the “**Assign**” button. A system-generated email will be sent to the individual, advising them to create their personal profile account. The SEI filer will have **90** days from the date they are assigned in the system to create their personal profile account. Note: It is important that your filers create their accounts prior to March 15 so they will begin to receive system notifications when the filing window opens.

FORGOT PASSWORD

1. From the Electronic Filing System Sign In page, select the “**Forgot password?**” navigation link.
2. “**Forgot Your Password**” window displays.
3. Enter your user name. Select 
4. Answer security questions. Security question answers are case and space sensitive.



Note: If your security question answer contains more than one word, you will need to remember to include all spaces, punctuation, special characters, etc. that you used.

5. Select a new password. Passwords must contain at least 8 characters, at least one upper case letter, at least one lower case letter, at least one number and at least one special character. Passwords are case sensitive.
6. If the system does not recognize your security question responses, call OGEC staff and a password reset will be sent to you that bypasses the security questions. You will then be able to change your security questions and responses by updating your account.

FORGOT USERNAME

1. From the Electronic Filing System sign in page, select the “**Forgot username?**” navigation link.
2. “**Forgot Your Username**” window displays.
3. Enter your email address. Select 

4. You will be routed back to the sign in page. A system-generated message will appear in the body of the page. The message should read: "We found an account for, (*your email address appears here.*) An email will be sent to that address."
5. The system will generate an email from ogec.notification@egov.com. The message states the purpose of receipt of this email is to respond to a request for your username. This email will provide all usernames listed under the email address used.
6. Review the usernames. They will appear in the order of oldest to newest.

FORGOT SECURITY QUESTION ANSWERS

1. You will need to request a password reset. Email, or call Administrative staff at the Commission.
2. Your email request must specifically request a password reset.
3. A system-generated email will notify you of a request to reset the password. You will receive instructions in this email to log into the Electronic Filing System to create a new password. This reset request is only active for 24 hours.
4. In the system header (top portion of the web page), locate the drop down arrow next to your name. Click on "**Edit My Profile**" to view and amend



5. Select "**Security Questions**" (Edit)
6. View and amend your security questions.
7. Select save and return.

HOW TO TERMINATE JURISDICTIONAL CONTACT ASSIGNMENT

1. From the Electronic Filing System sign in page, log in.

2. Select “**SEI Jurisdictional Contact**” role.
3. Select  Jurisdiction Actions ▼
4. Select “**Request Termination.**”
5. You will be required to maintain the responsibilities of a Jurisdictional Contact until notified by Commission Administration.

REQUEST JURISDICTIONAL CONTACT ASSIGNMENT

1. From the Electronic Filing System Sign In page, log in.
2. Select “**SEI Jurisdictional Contact**” role.
3. Select  Jurisdiction Actions ▼
4. Select “**Request Assignment.**”
5. You will be notified by Commission Administration regarding the assignment request.

TOKEN ID

- The “Invite Token” is a system-generated confirmation code.
- The “Invite Token” code is embedded in the email invitation link to create a profile.
- The “Invite Token” is unique to the user.
- The following instructions will guide you through the process of locating the Invite Token.

1. Log into the Oregon Government Ethics Commission- Electronic Filing System <https://apps.oregon.gov/OGEC/EFS>
2. From the Welcome page, select the “Sign in as a registered user” navigation link.

3. From the Sign In page, key in your User Name and Password. Select Log In.
4. From the Choose Role dashboard, select the SEI Jurisdictional Contact role.
5. Locate “**Invite Token**” in the header row.
6. The “Invite Token” is a seven character system-generated confirmation code.
7. This is the code the SEI filer will use to register. It is not a case sensitive code.
8. If you see an Invite Token listed for a filer, it means that the filer HAS NOT yet created their account, and they are not receiving system notifications. Please alert them to create their account right away.

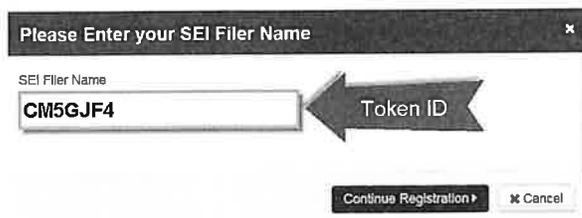
TOKEN ID INSTRUCTIONS FOR SEI FILER

The “Invite Token” is a system-generated confirmation code. If the filer cannot locate their system-generated email invitation from the Oregon Government Ethics Commission that contains their invitation link, the following instructions will guide them through the registration process using the “Invite Token.”

The SEI filer will use the system-generated invite token to register. Provide the filer with this code located on your jurisdictional assignment list.

NOTE: The Invite Token is active for 90 days after the invitation is issued to create an account. The filer must create their account before March 15.

1. Navigate to the Oregon Government Ethics Commission- Electronic Filing System <https://apps.oregon.gov/OGEC/EFS>
2. From the Welcome page, select the “Register as a new user” navigation link.
3. From the “Choose Role” page, select the “Statement of Economic Interest (SEI) Filer role.
4. In the SEI Filer Name field, key in the invite token code.



The screenshot shows a web form titled "Please Enter your SEI Filer Name". It features a text input field containing the code "CM5GJF4". A dark arrow labeled "Token ID" points from the right towards the input field. Below the input field are two buttons: "Continue Registration" and "Cancel".

5. Select Continue Registration.

COMMANDS FEATURE FUNCTIONALITY

Your role is currently set as *Jurisdictional Contact*.

▲ Please click on the "Finalize List" button to the right after you have verified that your list of filers is correct.

Finalize List

Assignments by Jurisdiction

WASCO CO

Jurisdiction Actions

Assign SEI Filers

Communications

Search

10

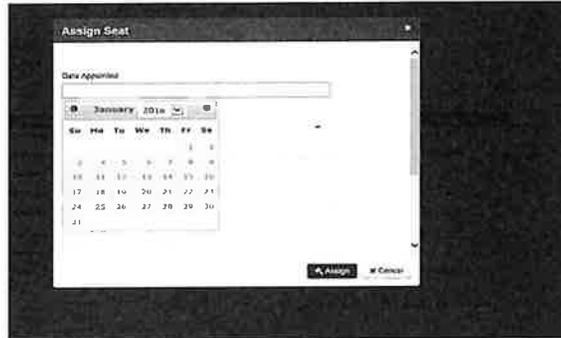
Type	Jurisdiction	Office	Seat ID	Last Name	First Name	Invite Tok...	Appointm...	Commands
County	WASCO CO	ADMINISTR...	5151	Stone	Tyler	296JB6	01/01/2010	⊘
County	WASCO CO	ASSESSOR	5152	Amery	Jill	CUFN47C	01/05/2015	⊘
County	WASCO CO	CLERK	5153	Gambee	Lisa		07/20/2015	✕ 📅
County	WASCO CO	COMMISSION	5154	Hege	Scott		01/05/2015	✕ 📅
County	WASCO CO	COMMISSION	5155	Kramer	Steve	H7B4HUA	01/08/2013	⊘
County	WASCO CO	COMMISSION	5156	Runyon	Rod		01/05/2015	✕ 📅

When you hover over the Commands feature icons, you can see what the icon is for.

The calendar icon is there to allow you to change the date of appointment. If the individual is re-elected/appointed, the calendar will allow you to enter that new date. However, if this individual is beginning a consecutive term with no break in service, DO NOT change the original assignment date.

DATE OF APPOINTMENT

- Adding the date of appointment.
 1. Click in the “Date Appointed” field.
 2. A system-generated calendar will appear.
 3. Select the “Date Appointed” in the following order:
 - a. Month
 - b. Day
 - c. Year



SYSTEM REQUIREMENTS

Operating systems:

- Windows 7 and above;
- Apple Macintosh OX X 10.8 and above;
- XP

Browsers:

- IE 7/8 (limited support)
- IE 9 or greater
- Firefox version 23 or greater
- Google Chrome version 29 or greater
- Safari version 5.1 or greater

Mobile devices

You can view the Electronic Filing System on a mobile device. This application, due to tabularized data displays, may not translate well to all mobile devices. It is recommended that, minimally, a tablet device or larger be used for the best experience.

FAQS

Once logged in to the account, do the sessions time out?

Yes. The session will time out after a 15 minute period of inactivity.

Can I tab between fields when assigning a seat?

Yes.

Once I file electronically, can I switch back to paper?

No. Since 2016, all required filers must file electronically.

Can anyone get a password to file electronically?

No. Only those statutorily identified as required filers who have been assigned to a seat in the system can access the Electronic Filing System for filing purposes.

How long is the invitation for the SEI filer valid?

90 days.

If the SEI filer attempts to respond to their system-generated invitation after 90 days, what is the next step?

They would need to contact their Jurisdictional Contact to request a new, active token. If they have failed to create their account, the system will generate an email reminder the first part of March. The JC will need to vacate the seat and reassign the filer to generate an active code.

What if I do not know the date of assignment for an individual?

Go back to the most recent date of appointment and use that date.

Annual Verified Statement of Economic Interest



Oregon Government Ethics Commission
3218 Pringle Rd SE, Ste 220
Salem OR 97302-1680
Phone: 503-378-5105
www.oregon.gov/OGEC

ANNUAL VERIFIED STATEMENT OF ECONOMIC INTEREST HANDOUT

The Oregon Government Ethics Commission (Commission) has been informed that you are a public official who is required by ORS 244.050 to electronically file a Statement of Economic Interest (SEI). The governing body you serve has provided us with your name, position, and email address. You will have 30 days from the date you receive a system-generated email from the Oregon Government Ethics Commission (Commission) to create a username, password and confirm your pre-filled personal profile information is correct and electronically submit to the Commission.

During the filing period, failure to complete and electronically file by the final filing date may subject you to an automatic civil penalty of \$10.00 for each of the first 14 days the SEI is late and \$50.00 for each day thereafter, up to a maximum of \$5,000 [ORS 244.350(4)(c)].

Annual Verified Statement of Economic Interest Filing Instructions:

- ORS 244.050 specifically identifies certain public officials who are required to electronically file the SEI. Your position is one of those listed. **If you do not believe that you are required to file a SEI or if you have other questions, please call the Commission at (503) 378-5105 as soon as possible.**
- If you hold more than one position that is required to file, you will only electronically file one report.

The most common errors officials make filing are:

- (a) Failing to list all sources of household income for question 2. All sources of income exceeding 10% of the total annual household income must be listed. *(The question includes the public position you hold.)* Do not overlook the fact that a pension or social security benefit represents part of the household income. Please refer to the definition of income on page 3.
 - (b) Completing items 7 to 10 when not necessary. Please carefully read the instructions in the box. The questions need to be answered only if the conditions described in the instructions apply to your responses.
- **Please do not fail to respond to the email notification!** ORS 244.350(4)(c) prescribes assessment of a penalty of \$10 for each of the first 14 days the SEI is late and \$50 for each day thereafter that passes after the filing deadline date, up to a maximum of \$5000.
 - You are required to electronically file **no later than April 15**. Please contact the Commission at 503-378-5105 if you have questions.

STATUTORY REFERENCES

Item 4-A, ORS 244.020(7)(b)(F) – Reasonable expenses paid by any unit of the federal government, a state or local government, a Native American tribe that is recognized by federal law or formally acknowledged by a state, a membership organization to which a public body as defined in ORS 174.109 pays membership dues or a not-for-profit corporation that is tax exempt under section 501(c)(3) of the Internal Revenue Code, for attendance at a convention, fact-finding mission or trip, conference or other meeting if the public official is scheduled to deliver a speech, make a presentation, participate on a panel or represent state government as defined in ORS 174.111, a local government as defined in ORS 174.116 or a special government body as defined in ORS 174.117.

Item 4-B, ORS 244.020(7)(b)(H) – Reasonable food, travel or lodging expenses provided to a public official, a relative of the public official accompanying the public official, a member of the household of the public official accompanying the public official or a staff member of the public official accompanying the public official, when the public official is representing state government as defined in ORS 174.111, a local government as defined in ORS 174.116 or a special government body as defined in ORS 174.117.

(i) On an officially-sanctioned trade promotion or fact-finding mission; or

(ii) In officially designated negotiations, or economic development activities, where receipt of the expenses is approved in advance.

DEFINITIONS

"Business" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual and any other legal entity operated for economic gain. This does not include income-producing not-for-profit corporations that are tax-exempt under section 501(c) of the Internal Revenue Code with which a public official or relative of a public official is associated in a non-compensated capacity. [ORS 244.020(2)]

"Income" means income of any nature derived from any source, including but not limited to any salary, wage, advance, payment, dividend, interest, rent, honorarium, return of capital, forgiveness of indebtedness, retirement income, real estate transactions, inheritance income, or anything of economic value received as income including income from government sources (i.e., social security, your public salary, etc.). [ORS 244.020(9)]

"Honorarium" means a payment or something of economic value given to a public official in exchange for services upon which custom or propriety prevents the setting of a price. Services include, but are not limited to, speeches or other services rendered in connection with an event. [ORS 244.020(8)]

"Person" means, for purposes of this form, (a) the public official required to file a Statement of Economic Interest and (b) an individual, corporation, partnership, joint venture, and any other similar organization or association.

"Member of Household" means any person who resides with the public official. [ORS 244.020(11)]

Questions requiring disclosure:

1. **BUSINESS OFFICE OR DIRECTORSHIP; BUSINESS NAME:**

- A. If you or a member of your household were an officer or director of a business (*see definition of "business"*) during **2018**, please indicate that information below. (*These would be personal business ventures, not the public position you hold. Items A and B may be the same and Item B may be subsidiary of parent company listed in Item A for example.*) [ORS 244.060(1) & (2)]

You will list the **Business Name**, the **Title of Office**, **Business Address**, **Held by Whom**, and a **Description of the Business**.

- B. List the names under which you or members of your household did business (*see definition of "business"*) during **2018**:

You will list the **Business Name**, the **Title of Office**, **Business Address**, **Held by Whom**, and a **Description of the Business**.

2. **SOURCES OF INCOME:** Identify the sources of income (*See definition of "income"*) received by you or a member of your household, who is 18 years of age or over, during the **2018** calendar year that produced 10% or more of the total annual household income. (*Your business would be a source, not the individual clients of your business.*) [ORS 244.060(3)]

You will list the **Name of the Source**, **Address of the Source**, and a **Description of the Source**. For example: *Salem Hospital, 1234 Oak St., Salem OR; Husband's salary.*

3. **REAL PROPERTY:** List all real property (*residential, commercial, vacant land, etc.*) in which, during **2018**, you or a member of your household had any ownership interest, any option to purchase or sell, or any other right of any kind in real property, including a land sales contract, **located within the geographical boundaries of the public entity you serve**. (*Boundaries for legislators, or filers from state agencies, boards, commissions or institutions would be the state borders. Boundaries for local filers would be the limits of the city, county or district you serve.*) [ORS 244.060(4)(a)] **Do not list your principal residence.** [ORS 244.060(4)(b)]

You will list a **Description of the real property** and **Address**.

4. **OFFICE RELATED EVENTS:**

- A. List the amount of any expenses with an aggregate value exceeding \$50 provided to you during **2018** when participating in a convention, mission, trip, or other meeting as described in ORS 244.020(7)(b)(F), (*see reference*), which is an exception to gift restrictions. (*Do not list expenses that were paid by the public body you represented.*) [ORS 244.060(5)]

You will list the **Date**, **Organization Name**, **Address**, **Nature of Event** and **Amount**.

Any organization, unit of government, tribe or corporation that provides a public official with expenses with an aggregate value exceeding \$50 for an event described in ORS 244.020(7)(b)(F) shall notify the public official in writing of the amount of the expense. The organization, unit, tribe or corporation shall provide the notice to the public official within 10 days after the date the expenses are incurred. This notification may be uploaded when filing.

4. **OFFICE RELATED EVENTS continued:**

B. List the amount of any expenses with an aggregate value exceeding \$50 provided to you during **2018** when participating in a mission, negotiations, or economic development activities described in ORS 244.020(7)(b)(H), (*See reference*), which is an exception to the gift restrictions. (*These events are those that were officially sanctioned or designated by your public body. Do not list expenses that were paid by the public body you represented.*) **[ORS 244.060(6)]**

You will list the **Date, Organization Name, Address, Nature of Event** and **Amount**.

5. **HONORARIA:** List all honoraria (*see definition*) allowed in ORS 244.042, with a value exceeding \$15, received by you or a member of your household during **2018**. **[ORS 244.060(7)]**

You will need the **Date, Organization Name, Nature of Event** and **Amount**.

Under ORS 244.100(2) any person that provides a public official or candidate, or a member of the household of the public official or candidate, with an honorarium or other item allowed under ORS 244.042 with a value exceeding \$15 shall notify the public official or candidate in writing of the value of the honorarium or other item. The person shall provide the notice to the public official or candidate within 10 days after the date of the event for which the honorarium or other item was received.

6. **SHARED BUSINESS WITH LOBBYIST:** List the name of any compensated lobbyist who was associated with a business with which you or a member of your household was also associated during **2018**. (*Example: The public official or household member is an employee or owner of a private company that also employs a lobbyist. Owning stock in a publicly traded company in which the lobbyist also owns stock is not a relationship that requires disclosure.*) **[ORS 244.090(1)]**

You will need the **Name of the Lobbyist, the Name of the Business** and the **Type of the Business**.

PLEASE NOTE – Do NOT answer items 7, 8, 9, and 10 unless the source of the interest is derived from an individual or business that has a legislative or administrative interest or that has been doing business, does business or could reasonably be expected to do business with the governmental agency of which you hold an official position or over which you exercise any authority.

"Legislative or administrative interest" means an economic interest, distinct from that of the general public in any matter subject to the decision or vote of the public official acting in the public official's capacity as a public official.

7. **INCOME OF \$1,000 OR MORE:** Respond only if you or a member of your household received a source of income exceeding an aggregate amount of \$1,000 during **2018**, and that income was derived from an individual or business that has been doing business, does business, or could reasonably be expected to do business with, or has a legislative or administrative interest in the governmental body you serve. **[ORS 244.060(8)]**

You will need to report the **Income Source, Address** and **Description**.

8. **DEBT OF \$1,000 OR MORE:** Respond only if you or a member of your household owed a debt of \$1,000 or more to a person (*see definition of "person"*) during **2018**, and that debt involved an individual or business that did business with, or reasonably could be expected to do business with, or had a legislative or administrative interest in the public body you serve. (*Note: Do not list loans from state or federally regulated financial institutions (banks, etc.) or retail credit accounts and do not list the amounts owed.*) **[ORS 244.070(1)]**

You will need to list the **Name of Creditor, Date of Loan, and Interest Rate of Loan.**

9. **BUSINESS INVESTMENT OF MORE THAN \$1,000:** Respond only if you or a member of your household had a personal, beneficial interest or investment in a business (*see definition of "business"*) of more than \$1,000 during **2018**, if the investment involved an individual or business that did business with or reasonably could be expected to do business with, or had a legislative or administrative interest in the public body you serve. (*Note: Do not list the amount of the investment. Do not list individual items in a mutual fund or blind trust, or a time or demand deposit in a financial institution, shares in a credit union, or the cash surrender value of life insurance.*) **[ORS 244.070(2)]**

You will list the **Business Name, Address, and a Description of the Business.**

10. **SERVICE FEE OF MORE THAN \$1,000:** Respond only if **you** (*not your business*) received a fee of more than \$1,000 in **2018** from a person (*see definition of "person"*) for whom you performed a service, if the service involved an individual or business that did business with, or reasonably could be expected to do business with, or had a legislative or administrative interest in the public body you serve. (*Do not list fees if you are prohibited from doing so by law or a professional code of ethics.*) **[ORS 244.070(3)]**

11. **VERIFICATION:** Under penalties for false swearing/false affirmation, I declare that the information submitted in this electronic filing is, to the best of my knowledge and belief, true, accurate, and complete.

As with other provisions in Oregon Government Ethics law, it is each public official's personal responsibility to ensure they comply with the requirements to complete and electronically submit the SEI by April 15.

If you have any questions regarding the Annual Verified Statement of Economic Interest or the Oregon Government Ethics Commission, please call or email the Commission staff.

Oregon Government Ethics Commission
3218 Pringle Rd SE, STE 220
Salem, OR 97302-1680
Phone: 503-378-5105
Website: www.oregon.gov/OGEC
Email: ogec.mail@oregon.gov



HUMAN RESOURCES

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

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

MEMORANDUM

TO: Board of Commissioners
THROUGH: Darrell Green, County Administrator
FROM: Lindsay Grogan, HR Manager
SUBJECT: Human Resource Quarterly Report
DATE: October 28, 2020 - January 27, 2021

Recruitment

1. Matt Kenny was hired as the County Surveyor on December 1, 2020.
2. Public Health Director position was awarded to Nazario Rivera who started on December 28, 2020.
3. On December 21, 2020 we filled the A&T Clerk position with Bobbie Ingraham. She replaces Jaylene Papineau, Morrow County Treasurer.
4. Public Health hired 3 contact tracers: Nancy Ortiz, Susie Thompson, and Diane Kilkenny.
5. We are still looking to fill one more Loop Driver position in Heppner.
6. Hiring for 2 Patrol Deputy positions for MCSO.
7. Hiring for a Nurse Supervisor in the Public Health Department.

Payroll

1. W2s were sent out last week.
2. Payroll quarterlies are completed.

Other

1. Terry Harper will be retiring on February 1st after 32 years of service to the County.
2. The new Defined Contribution Retirement plan has been implemented and will be effective February 1st, with our first employee eligible as of March 1, 2021.
3. We are in the final stages of creating a new Employee Handbook. This will be reviewed by our labor attorney and then sent to the BOC for final review.
4. HR still has COVID cleaning supplies for all staff provided by Public Works.
5. Reclassification requests reviews are scheduled for February 3rd.
6. FTE ask is scheduled for February 10th.
7. Compensation Board packets are going out this week to board members. The meeting is scheduled for February 18, 2021.
8. AFSCME Negotiations will be starting soon as the contract expires on June 30th.