

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, December 1, 2021 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information 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 topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable and Payroll Payables
 - b. Minutes: November 3rd
 - c. Contract Extension with Patriot Building & Grounds Maintenance
 - d. **Intergovernmental Agreement with the City of Boardman for Building Department Services, Plan Review and Building Inspections**
5. **Business Items**
 - a. Road Use Agreement with South Hulbert Wind LLC and Horseshoe Bend Wind LLC (Brookfield Renewable representatives Jared Cooley and Anya Andreeva)
 - b. **Employee Appreciation Day for Non-Union Employees (Lindsay Grogan, Human Resources)**
 - c. Command Team Update
 - i. **Order No. OR-2021-15: Declaring a Local State of Emergency**
 - d. Building Project Updates
6. **Department Reports**
 - a. Local Public Safety Coordinating Council Quarterly Report (Jessica Rose)
 - b. Administrator's Monthly Report (Darrell J. Green)
 - c. Sheriff's Office Monthly Report (Melissa Ross)
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 Lutchter at (541) 676-5613.

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

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

Zoom Meeting Information

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

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

Morrow County Board of Commissioners Meeting Minutes
November 3, 2021
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Don Russell, Commissioner Jim Doherty, Commissioner Melissa Lindsay, Darrell J. Green, Katie Imes, Roberta Lucher

Present Via Zoom

Mike Gorman, Paul Gray, Lindsay Grogan, Crystal Jaeger, Christy Kenny, Kate Knop, Aaron Moss, Jaylene Papineau, Nazario Rivera, Linda Skendzel, Heidi Turrell; Non-Staff: JoAnna Lamb, Karen Pettigrew, Rick Stokoe, David Sykes

Call to Order, Pledge of Allegiance & Roll Call: 9:02

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable & Payroll Payables*
2. *Minutes: September 8th*
3. *Reappointment of Jeff Wenholz to the Solid Waste Advisory Committee representing Position Seven; term to be November 3, 2021 to November 3, 2025*
4. *Oregon Health Authority Intergovernmental Grant Agreement #172717; effective when fully executed and shall expire on June 30, 2022; \$50,000; planning work to identify behavioral health inequities; and authorize Commissioner Lindsay to sign on behalf of the County*
5. *Subdivision Plat – Tuscany at Boardman, Phase 3*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Acknowledge Upcoming Retirements of Bill Morris, Ross McKinley, Carolyn Papineau

Chair Russell noted the important dates of each retiree's career with Morrow County. The Commissioners thanked them for their more than 85 years of combined service to the County.

Break: 9:10-9:16 a.m. to sign the subdivision plat.

Purchase Request, Exterior Graphics for New Public Transit Buses

Katie Imes, The Loop

Ms. Imes asked the Board to approve the graphic design on the bus in either the "full wrap" version or the "partial wrap" version. The Commissioners preferred the partial wrap but asked for the graphic design to be reworked to better reflect the structures and activities in Morrow County.

Oregon Department of Transportation, Public Transportation Division Agreement No. 35263,
Section 5311 Program, Funding for Rural Areas – Administrative Expenses

Katie Imes, The Loop

Commissioner Doherty moved to approve ODOT Public Transportation Division Agreement No. 35263; effective November 1, 2021 to June 30, 2023; \$280,787 with a County match of \$32,138. Commissioner Lindsay seconded. Unanimous approval.

Out-of-State Travel Authorization

Justin Nelson, District Attorney/County Counsel

Mr. Nelson explained the out-of-state travel for one of his employees was approved a few weeks ago and this request was to use Child Abuse Multidisciplinary Intervention (CAMI) Grant Funds to send the members of the Multidisciplinary Team (MDT) to the same conference in San Diego. The MDT is comprised of County and non-County employees and \$16,902.75 remain in the CAMI Grant for training that is available until June 30, 2022, he said.

Commissioner Doherty moved to authorize the out-of-state travel to the Conference on Child and Family Maltreatment, utilizing CAMI Grant Funds. Commissioner Lindsay seconded. Unanimous approval.

Association of Oregon Counties Annual Conference Product Tasting

The Board agreed to not participate in this year's product tasting event at the conference in November.

Command Team Update

- The statewide statistic for intensive care unit (ICU) beds being used by COVID patients dropped to 17%. Of the 26 ICU beds in the region, 11% were used by COVID patients on Monday, but a few days later it increased to 26%. The Emergency Operations Center meetings will be cancelled, unless the ICU statistic goes above 30%, but the Command Team will continue to meet.
- Public Health Director, Nazario Rivera, recommended the County use the same timeframe as the State regarding the length to quarantine – seven days if the person tests out. The Board agreed by consensus to the recommendation.

Building Project Updates

- Courthouse Feasibility Study – DLR Group met with stakeholders to review their draft findings. They presented three options – low-cost, medium-cost, and a full-blown add an addition or build a new building. DLR Group will return mid-month to provide a cost analysis and final report. Chair Russell and Commissioner Lindsay requested that DLR Group provide more information on costs associated with a new building, even if it added to the already agreed upon scope of work.
- Morrow County Government Center Building – main delays continue to be the bus bar to power the building, supplies for the heated sidewalks, and light fixtures. Any work that can be done in the interim is being done.

Department Reports

- The Administrator's Monthly Report was reviewed by Darrell Green.
- The Sheriff's Office Monthly Report was reviewed by Administrative Lieutenant Melissa Ross.
- The Finance Department Quarterly Report was reviewed by Kate Knop, Director.

Correspondence

- Letter regarding the River Democracy Act from six Oregon Senators and Representatives to the Chairs and Ranking Members of the U.S. Senate Energy and Natural Resources Committee and the U.S. Senate National Parks Subcommittee, and Senators Ron Wyden and Jeff Merkley.

Commissioner Reports

- Reports were provided.

Signing of documents

Adjourned: 10:46 a.m.



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

(For BOC Use)
Item #
4c

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

Presenter at BOC: Sandi Pointer
Department: Public Works - Gen, Maint.
Short Title of Agenda Item:
(No acronyms please) **Extension of Janitorial Contract**

Date submitted to reviewers: 11/29/2021
Requested Agenda Date: 12/01/2021

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Patriot Building & Grounds Maintenance**

Contractor/Entity Address: **32396 E. Punkin Center Rd, Hermiston, OR 97838**

Effective Dates – From: **09/22/2021**


Through: **January 7, 2022**

Total Contract Amount: **Monthly rate 8,244.60**

Budget Line: **101.121.5.20.3464**

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

Reviewed By:

DATE Department Director

DATE 11/29/21 Administrator

DATE County Counsel

DATE Finance Office

DATE Human Resources

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other items as appropriate.

*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):

Our contract with our current janitorial service provider, Patriot expires at the end of October. Public Works would like to extend the current Janitorial Contract with Patriot to allow enough time to work through the RFP process to award the Janitorial contract for the next year. This extension will be till January 2022

2. FISCAL IMPACT:

101.121.5.20.3464- \$8244.60 This is the Monthly fee for Patriot and current contract

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

Motion to extend the Professional Services Contract with Patriot Building & Grounds Maintenance through January 7, 2022

☒ Attach additional background documentation as needed.

Extension of Contract

THIS EXTENSION OF CONTRACT ("Extension") is made as of December 1, 2021, for the purpose of extending the contract known as Morrow County Personal/Professional Services Contract dated September 16, 2020, ("Original Contract") between Patriot Building & Grounds Maintenance and Morrow County (the "Parties").

1. The Parties agree to extend the Original Contract until **January 7, 2022**.
2. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

CONTRACTOR

PATRIOT BUILDING & GROUNDS MAINTENANCE

By: _____ Title: _____ Date: _____

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: December 1, 2021

Don Russell, Chair

Jim Doherty, Commissioner

APPROVED AS TO FORM

Melissa Lindsay, Commissioner

County Counsel



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Tamra Mabbott

Department: Planning

Short Title of Agenda Item:

(No acronyms please)

Approve Update to City of Boardman Intergovernmental Agreement for Building Inspection Services

Date submitted to reviewers: November 29, 2021

Requested Agenda Date: December 1, 2021

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From: January 1, 2021

Through: December 31, 2024 with auto renewal

Total Contract Amount:

Budget Line:

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

Reviewed By:

Tamra Mabbott

November 29, 2021 Department Director

Required for all BOC meetings


DATE

11/29/21 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.

DATE Human Resources

*If appropriate

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

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

After months of discussions and research about various approaches to providing building inspection services, Board of Commissioners asked staff to finalize an updated Intergovernmental Agreement (IGA) with City of Boardman to continue to provide inspections services. The mutually agreeable terms are incorporated into the attached IGA.

As additional discussion and background, Board of Commissioners asked staff to continue to work to advance the the program so that in the future Morrow County would have a full time county employee serving as the Building Inspector and Building Official for Morrow County.

2. FISCAL IMPACT:

With changes to the Intergovernmental Agreement County will receive a 50% share of permit fee revenues.

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

Approve the attached IGA.

☒ Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BOARDMAN FOR
BUILDING DEPARTMENT SERVICES, PLAN REVIEW AND BUILDING
INSPECTIONS**

This Agreement made and entered into this 1st day of December 2021, between MORROW COUNTY ("Morrow County") and the CITY OF BOARDMAN ("Boardman"), acting by and through its Building Department, both municipal corporations of the State of Oregon collectively "the Parties."

RECITALS

Whereas, the parties desire to work cooperatively in providing Building Department Services, Plan Review and Building Inspections, to the citizens of Morrow County and;

Whereas, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officer, or agents have the authority to perform;

Now, therefore, it is agreed by and between the parties as follows:

A. Effective Date and Duration

This Agreement is effective January 1, 2022 and terminates on January 1, 2023, unless extended by written joint agreement of the Parties.

B. Authorized Representatives

Morrow County's Authorized Representative is:

Tamra Mabbott
Morrow County Planning Director
P.O. Box 40
215 N.E. Main Avenue
Irrigon, OR 97844
Phone: (541) 922-4624
Email: tmabbott@co.morrow.or.us

Boardman's Authorized Representative is:

Glenn McIntire
Building Official
P.O. Box 229
Boardman, OR 97818
Fax: 541-481-3244
Phone: 541-481-9252
Email: mcintireg@cityofboardman.com

C. Boardman Obligations

1. Employ an Individual who is certified with the State of Oregon and who has the following Oregon certifications: Structural Inspector Level A, B, C; Plans Examiner Level A, B, C; Mechanical Inspector Level A, B, C; and Plumbing Inspector Level A and C.
2. Said Individual, or another qualified employee or a contract employee of the Boardman Building Department, shall perform plan reviews and on-site inspections of the projects at the request of, and in coordination with, the Morrow County Planning Department, with the exception of **commercial** electrical inspections.
3. Provide residential electrical inspection services in Morrow County through an IGA with the State.
4. Hire an entry level Building/Mechanical Inspector within two years and as soon as possible. Provide necessary education and training to allow this individual to obtain more advanced Oregon Inspector and Plan Review certifications.
5. Boardman will take all inspection requests, and copies of completed inspection reports will be provided to Morrow County.
6. Inspection service shall be provided within 48 hours of request notification. Plan Review Service shall be provided within two weeks for one- and two-family residences and six weeks from the date of submittal for commercial buildings from date received, provided submitted drawings are complete.
7. Boardman shall issue all related permits for the program to qualified applicants and maintain records of revenues and surcharges in accordance with procedures adopted for the administration of this program.
8. Boardman shall maintain records to account for disposition of each permit.
9. Charge fees as established by the Adopted Fee Resolution for Morrow County as calculated per the current State of Oregon permit fee charts.
10. City of Boardman shall retain 50% of permit fees collected and shall pay Morrow County 50% of permit fees collected, 100% of Plan Review Fees shall be retained by Boardman. Commercial Electrical Permit Fees shall be retained by the State of Oregon. Fees collected for Fire, Life & Safety review will be divided per the agreement between Boardman Rural Fire Protection District and the City of Boardman.
11. Use worksheets to detail all revenues, surcharges, fees received and owed for inspections/plan review to the appropriate agencies.
12. Submit to the Morrow County Planning Department a quarterly report including the worksheets described above, a copy of each permit issued, and the County's share of the revenue collected for the quarter. These reports shall be submitted by the 15th of the month following the previous quarter.
13. City of Boardman agrees to use Building Permit Funds in compliance with Oregon Law (ORS Chapter 455).
14. City of Boardman Building Official will provide Morrow County with technical support related to laws and codes and shall assist County with updating and adopting necessary codes. City of Boardman will also provide assistance to County in maintaining a current fee schedule.
15. City and County will meet semi-annually to review the program and discuss changes that may need to be implemented.

16. City of Boardman shall consult and coordinate with Morrow County prior to making changes to its program or service territory in order to insure reliability. Examples include, but are not limited to, assuming additional jurisdictions, hiring new employees, contracting with third parties, etc.
17. City of Boardman shall secure written agreements for reciprocal service with other agencies and share a copy with Morrow County.
18. City agrees to assist County with updates to the Operating Plan every four years or as required by State of Oregon.
19. City agrees to provide timely notice to Planning Department of any violations.
20. City agrees to require land use approval prior to issuance of permits. This shall also include land use approval of electrical permits (OAR 918-001-0045).
21. City agrees to adopt and implement the ePermitting system by the end of calendar year 2024 and shall agree to include Morrow County in the program training.

D. Morrow County's Obligations

1. Morrow County shall retain administrative authority of its building program and be responsible for its Plan of Operation. Morrow County will name the City of Boardman Building Official as its Building Official. Morrow County Planning Department will make permit forms and other permit information available to the public.
2. Morrow County Planning Department will assist Boardman Building Official, where necessary, in enforcement of violations for development outside city limits.
3. County agrees to work cooperatively with City to update the Operating Plan every four years or when required by State of Oregon (ORS 455). County will adopt the Operating Plan.
4. County agrees to use Building Permit funds in compliance with Oregon law (ORS 455).
5. County will update and adopt the building permit fee schedule annually.
6. County will assist public with inquiries about the status of permits, as necessary, and when City staff is not available.

E. Refunds

When appropriate, the City of Boardman shall issue refunds to permit applicants. Refunds will be 100% of any permit fee erroneously collected as defined in the City of Boardman's Refund Policy. In the event any portion of the refunded fees has already been forwarded to Morrow County, the next submission will be adjusted accordingly and accounted for on the spreadsheet and monthly report.

F. Funds Available And Authorized

Boardman certifies that at the time the Agreement is written, that sufficient funds are available and authorized for expenditures to finance costs of the Agreement within Boardman's current appropriation or limitation.

G. Default

It will be a default under this Agreement if either party fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

H. Remedies

In the event of a default under Section G, the non-defaulting party at its option may pursue any or all remedies available at law or equity, including, but not limited to: (a) termination of this Agreement under Section H, (b) requiring the defaulting party to perform, at its own expense additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, or (c) initiation of an action or proceeding for damages, specific performance, or declaratory injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting party may pursue any remedy or remedies singly, collectively, successively or in any order.

I. Termination

1. The Agreement may be terminated by mutual consent of both parties or by either party upon ninety (90) days' notices, in writing and delivered by certified mail or in person to the other party.
2. If State regulations or guidelines are modified, changed, or interpreted in such a way that the services contemplated in the Agreement are no longer allowable or appropriate.
3. Immediately if a party is in default under this Agreement and such default remains uncured 15 days after written notice to the defaulting party. If the default is of such a nature that it cannot be completely remedied within the 15-day period, this provision will be complied with if the defaulting party begins correction of the default within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
4. Any termination of this Agreement under Subsections 1, 2 and 3 shall preserve any obligation or liabilities of either party already accrued prior to such termination.

J. Access to Records

Morrow County, Boardman, and their duly authorized representative shall have access to the books, documents, papers and records of Morrow County and Boardman which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

K. State Tort Claims Act

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Boardman shall, within the limits of the Oregon Tort Claims Act, indemnify and hold harmless Morrow County against any liability for damage to life or property arising from Morrow County's activity under this Agreement. Boardman shall not be required to indemnify Morrow County for any such liability arising out of the wrongful acts of the employees or agents of Morrow County.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Morrow County shall, within the limits of the Oregon Tort Claims Act, indemnify and hold harmless Boardman against any liability for damage to life or property arising from Morrow County's activity under this Agreement. Morrow County shall not be required to indemnify Boardman for any such liability arising out of the wrongful acts of the employees or agents of Boardman.

With respect to a Third Party Claim for which the Boardman and/or Morrow County is jointly all jointly liable Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect the relative fault of each jointly liable Party in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Boardman on the one hand and Morrow County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Boardman or Morrow County's contribution amount in any instance is subject to the tort claim limitations in Oregon statutes and the Oregon Constitution and shall be capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

L. Amendment

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties

M. Notice

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section M. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

N. Severability

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

O. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

P. Compliance with Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

Q. Independent Contractors

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

R. Intended Beneficiaries

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

S. Force Majeure

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

T. Headings

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

[Signature page follows]

CITY OF BOARDMAN

Karen Pettigrew
Karen Pettigrew

City Manager
Title

11-29-21
Date

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Date

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner



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: Jared Cooley / Anya Andreeva

Date submitted to reviewers: 11/23/2021

Department: Brookfield Renewable

Requested Agenda Date: 12/1/2021

Short Title of Agenda Item:

(No acronyms please)

Road Use Agreement with South Hulbert Wind LLC and Horseshoe Bend Wind LLC

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

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

☐ 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:

Matt Scrivner

11/23/2021

Department Director

DATE

Required for all BOC meetings

[Signature]

11/29/21

DATE

Administrator

Required for all BOC meetings

Justin Nelson

11/23/2021

County Counsel

DATE

*Required for all legal documents

Finance Office

*Required for all contracts; other items as appropriate.

DATE

Human Resources

*If appropriate

DATE

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

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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):

Morrow County Public Works and Legal Counsel have been working with Brookfield Renewable on a Road Use Agreement for the repower of an existing commercial wind turbine electrical generation facility located in Gilliam County and Morrow County. Attached you will find the RUA with Attachments A,B and C.

These are the same roads used during the construction of this project many years ago, and in Exhibit C there are some turning radius upgrades, mostly to string road entrances, that need widened due to the longer blades.

2. FISCAL IMPACT:

N/A

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

Suggested Motion is to approve Road Use Agreement with South Hurlburt Wind LLC and HorseShoe Bend Wind LLC.

☒ Attach additional background documentation as needed.

ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 1st Day of December, 2021 ("**Effective Date**") by and between Morrow County, whose address for purposes of this Agreement is 100 S. Court St., Heppner, Oregon, 97836 ("**County**") and South Hurlburt Wind, LLC, a Delaware limited liability company ("**SHW**") and Horseshoe Bend Wind, LLC, a Delaware limited liability company ("**HBW**", together with SHW, the "**Wind Operators**", together with the County, the "**Parties**" and each individually, a "**Party**"). The address of each of SHW and HBW for purposes of this Agreement is 200 Liberty St., 14th Floor, New York, New York, 10281 c/o Brookfield Renewable U.S..

RECITALS

WHEREAS, (i) SHW is the owner of a wind project located in Morrow and Gilliam Counties, Oregon (the "**South Hurlburt Project**"), and (ii) HBW is the owner of a wind project located in Morrow and Gilliam Counties, Oregon (the "**Horseshoe Bend Project**", together with the South Hurlburt Project, collectively, the "**Projects**" and each individually, a "**Project**"); and

WHEREAS, the Wind Operators intend to repower an existing commercial wind turbine electrical generation facility on sites located in Morrow County and Gilliam County, Oregon, as described in **Exhibit A**, (Overall map including turbines, wind turbine delivery and construction routes and other roads used during repowering of the Projects, access permits, utility permits, O&M building and etc.) with 338 wind turbine generators, of which 85 wind turbine generators, with nameplate capacity of approximately 212.5 megawatts, are located in Morrow County; and

WHEREAS, the Wind Operators intend to obtain the necessary approvals to operate, maintain and repower the Projects, including verifying with the Morrow County Planning Department and the Oregon Energy Facility Siting Council if there are permits or conditions required prior to beginning repowering construction in respect of the Projects; and

WHEREAS, in connection with the operation, maintenance and repowering of the Projects, the Parties desire to address certain matters relating to the roads owned, operated and maintained by the County and as shown on **Exhibit B** (Map to include all wind turbine delivery routes, construction routes and other roads used during construction of projects in Morrow County) attached hereto (collectively, the "**Roads**"), over which it will be necessary for the Wind Operators and their representatives, contractors, subcontractors, and employees (each, a "**Wind Operator Representative**") to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain of the Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; and (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, cattle guards, road shoulders and other fixtures) to permit such equipment and materials to pass (the "**Repowering Work**"); and

WHEREAS, the Wind Operators and the County wish to set forth their understanding and agreement relating to the use of Roads during the operation, maintenance and repowering of the Projects; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Each of the Wind Operators will undertake the following activities in accordance with the terms of this Agreement:

a. Designate a company representative with authority to represent the Wind Operators (the “**Wind Operator Designee**”). The Wind Operator Designee will be responsible for inspecting County’s requests for repairs and scheduling those repairs within the time frame requested by County. At any time the Wind Operator Designee is changed, the Wind Operators shall notify County within 24 hours, informing County of new Wind Operator Designee name, address, email address, and contact phone number. As of the date of the Agreement, the Wind Operator Designee for each of SHW and HBW is Daniel Perry, with a mailing address at P.O. Box 248, Arlington, Oregon, 97812, phone number: (541) 371-1168, e-mail address: daniel.perry@brookfieldrenewable.com;

b. Prior to beginning repowering construction of the Projects, provide the County with a site plan identifying turbine locations, site access points, and road crossings, along with the transportation route for the Project including routes for heavy haul, construction materials, supplies and other construction traffic attached as **Exhibit A**, subject to amendment as may be agreed by the Parties and approval from Morrow County Public Works Director, County Administrator or County Designee (as defined below);

c. Prior to beginning repowering construction of the Projects, provide the County with all design and engineering specifications for Road improvements required for the Projects, to be agreed in writing among the Parties, to be attached as **Exhibit C**, as the same may be updated from time to time, subject to amendment and approval from Morrow County Public Works Director, County Administrator or County Designee, which design and engineering specifications shall be consistent with standards per the Morrow County Transportation System Plan, as provided by the County to the Wind Operators;

d. Notify the Morrow County Public Works Director in advance of all oversize transportation and crane crossings over, across or along any Road through the Oregon Department of Transportation permitting process;

e. Transport or cause to be transported the tower segments and other oversize loads in a reasonable effort to minimize adverse impact on the local traffic;

f. Provide reasonable advance notice to the County when it is necessary for a Road to be closed due to a crane crossing or for any other reason relating to the repowering construction of the Projects. Notwithstanding the foregoing, the Wind Operators will provide no less than forty-eight (48) hours' notice when reasonably practicable and will provide all materials necessary to close the Road. If a closure is approved by the Morrow County Public Works Director, the Wind Operators will provide an estimated timeframe of the closure. If closure is estimated to be for a period of more than 20 minutes, the Wind Operators will provide public notice via variable message devices and an approved detour with map and signage on the detour route;

g. Provide signage of all Road closures and work zones in compliance with the Manual on Uniform Traffic Control Devices and as may be required by the County;

h. Subject to Section 3(d), when a Road is in use by a Wind Operator or any Wind Operator Representative, maintain such Road at all times in compliance with County standards for general public use as set forth in the Morrow County Transportation System Plan, as provided by the County to the Wind Operators, which maintenance may include, but is not limited to, blading of gravel roads, patching of paved roads, and dust abatement. County will carry out, at its own cost and expense, snow removal on the Road(s) in accordance with County's own customary snow removal schedule for such Road(s) unless higher priority obligations (for example, snow removal on county roads for school buses) prevent timely removal to support the Wind Operators' equipment delivery, in which case the Wind Operators shall be responsible, at their own cost and expense, for any additional snow removal needed for its repowering construction. For purposes of clarity, this Paragraph does not require County to modify its regular repair and maintenance schedule. If either Wind Operator determines that maintenance and repair activities in addition to those regularly conducted by County are necessary for its use of the Roads, then such additional maintenance and repair activities shall be performed by such Wind Operator at its sole cost and expense pursuant to this subparagraph;

i. Purchase and deliver applicable road materials for repairs to Roads that are damaged by a Wind Operator or Wind Operator Representative during the hauling of materials and/or repowering construction of the Projects and bear the reasonable costs to restore any Roads that are damaged by a Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or repowering construction of the Projects to at least the condition enjoyed immediately prior to such damage occurring. It is the intent of this Agreement that the Roads will remain open for public use during repowering construction, and the Wind Operators will keep all Roads used by them in conditions approved by Morrow County Public Works Director that allow the continued public use of the Roads. If, despite using commercially reasonable efforts, the Wind Operators or Wind Operator Representative are unable to repair damage caused by them within the time frame reasonably requested by County to Morrow County Public Works Director's approval, then with prior notice to the Wind Operators, County may, at its sole discretion, repair such damage and invoice the Wind Operators for the actual and documented out-of-pocket costs for such repair. The County shall submit an invoice with appropriate supporting documentation showing the actual and documented out-of-pocket expenses incurred in connection with the repairs to the Wind Operators within thirty (30) days of the completion of such repairs. The Wind Operators shall reimburse County for the cost of such repairs, plus an additional fee of 10% of such repairs within thirty (30) days of Wind Operators' receipt of an invoice with appropriate

supporting documentation for such costs. The Parties agree that this Section is not intended to require County to perform the needed Road repairs with reimbursement from the Wind Operators on a regular basis. It is the intent of the Parties that the Wind Operators will maintain and repair Roads as described in this Agreement, and will only request County assistance if required after exercise of commercially reasonable efforts to repair damage caused by a Wind Operators or Wind Operator Representative within the time frame requested by County.

2. Wind Operators and the Wind Operator Representatives shall have the right to access and use the Roads in connection with the Repowering Work in accordance with this Agreement. All roads described in **Exhibit B** identified in the preconstruction inventory must be brought to the current County standard per the Morrow County Transportation System Plan, as provided by the County to the Wind Operators, or to the standard necessary for the use by Wind Operator, in accordance with this Agreement. Each road will be evaluated during the preconstruction inventory and mutually agreed upon by the County and Wind Operator and be added to **Exhibit C** for said improvements.

3. The County, in accordance with the terms of this Agreement, agrees that it shall:

a. Designate the Morrow County Public Works Director as the representative with authority to represent the County (the “**County Designee**”, together with the Wind Operator Designee, the “**Designees**”). The County shall notify the Wind Operators of any change to the County Designee’s name, mailing address, email address or contact phone number. As of the date of the Agreement, the County representative is: Public Works Director, 541-989-9500, mscrivner@co.morrow.or.us;

b. Timely review and approve all design and engineering specifications for Road improvements required for the Projects, as attached as **Exhibit C**, as the same may be updated from time to time, which design and engineering specifications shall be consistent with standards per the Morrow County Transportation System Plan, as provided by the County to the Wind Operators;

c. Timely complete Wind Operators’ requested Road improvements pursuant to the design and engineering specification approved by County and agreed in writing among the Parties as set forth in **Exhibit C**, as the same may be updated from time to time;

d. Timely perform routine and regular maintenance of the Roads including: grading, snow removal, striping, routine signage, and regularly scheduled maintenance and repair, as per County normal maintenance schedule, at the availability and direction of the Morrow County Public Works Director;

e. Timely review and approve all Project-related access points and Road crossings, which are submitted by the Wind Operators in **Exhibits A and B**;

f. Timely review and approve plans for all Project-related utility encroachments on County rights-of-way; which are submitted by the Wind Operators in **Exhibits A and B**;

g. Authorize the Morrow County Public Works Director to approve or agree on behalf of County to amendments, additions and other revisions to **Exhibit A, B, C and D** and the final location of Road crossings, access points, and utility encroachments as revisions are submitted to the County by or on behalf of Wind Operator.

4. Costs and Expenses. Prior to County's commencement of work on Wind Operators' requested Road improvements (**Exhibit C**), County and the Wind Operators shall agree in writing upon the costs of such requested Road improvements. The Wind Operators will pay the actual and documented out-of-pocket costs for such Road improvements not to exceed the amount agreed to pursuant to the preceding sentence, plus an additional fee of 10% above said cost for County administration of said Road improvements. Any changes to the agreed-upon costs caused by modifications to Wind Operators' design and engineering specifications shall, likewise, be agreed upon in writing by the Parties prior to commencement of the relevant work and paid by Wind Operators, plus the 10% administrative fee, as set forth in this Section 4.

5. Pre-Construction Inventory. No later than thirty (30) days prior to commencement of repowering construction, the Wind Operators shall perform a survey to record the condition of all Roads which will be used in the transport of equipment, supplies and personnel to the Projects. During this survey, the entire length of the Roads shall be videotaped and if deemed necessary by the Parties, photographs may also be taken. In addition, the County will provide the Wind Operators, if available, with copies of all plans, cross-sections and specifications relevant to the existing Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties.

6. Post-Construction Inventory. Upon final completion of repowering construction of the Projects, representatives of the County and the Wind Operators will perform a Post-Construction Inventory using the method set forth in Section 5 for the Pre-Construction Inventory. The pre-construction inventory and post-construction inventory data will be compared and if there are any wheel lane ruts, cracking or other damage in excess of the pre-construction inventory survey, the County and the Wind Operators will determine the extent of the repairs or improvements needed to return the Roads to the condition exhibited immediately prior to the commencement of the repowering construction in respect of the Projects, as evidenced by the pre-construction inventory performed pursuant to Section 5. All reasonable actual out-of-pocket costs associated with the Post-Construction Inventory repairs shall be borne solely by the Wind Operators. The timeframe of completion of said repairs shall be no later than ninety (90) days after final completion of the Repowering Work, subject to extension as may be agreed by the Parties, and such repairs are to be scheduled as agreed to by the Parties. The Wind Operators shall notify County when such repairs have been completed. County shall have fifteen (15) business days from receipt of such notice to inspect such repairs and notify the Wind Operators in writing whether or not the repairs have been performed to the Morrow County Public Works Director's approval (acting reasonably). Failure by County to provide such written notice within such fifteen (15) business days period shall be deemed to be approval of the repairs by the Morrow County Public Works Director.

7. Routing and Access Approval. As soon as practicable after execution of this Agreement and as necessary throughout the repowering construction of the Projects, Wind

Operators and County shall meet to discuss routing for the transportation of equipment to the Projects, Project-related access points and Road crossings and the County shall timely review and approve the same.

8. Agreement Violations. If County determines that a County road or right-of-way has been used by Wind Operator or any designee, employee, or contractor outside of those Roads authorized in **Exhibit B**, the County may (a) in the first instance of unauthorized use, promptly notify Wind Operator to correct or cause to be corrected the unauthorized use and advise County of the corrective actions taken; and (b) in any subsequent instance of unauthorized use or if Wind Operator fails to initiate reasonable corrective action in the first instance of unauthorized use, may, at its sole discretion, (i) provide fourteen (14) days' prior written notice to the Wind Operators of its intent to terminate this Agreement and, in the event that the Wind Operators fail to respond to such notice within such fourteen (14) day period, choose to terminate this Agreement, (ii) add the road or right-of-way to the list in **Exhibit B**, or (iii) come to a mutually agreed resolution with Wind Operator.

9. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

a. Indemnity. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and such other Party's mortgagees, lenders, officers, employees, representatives, contractors, subcontractors and agents (the "**Indemnified Party**") against any and all losses, direct or indirect damages (including consequential damages), claims, expenses, and other liabilities, including, without limitation, reasonable and documented attorneys' fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by fraud, negligence or willful misconduct on the part of the Indemnified Party.

b. Limitations of Liability. In no event shall any Wind Operator or Wind Operator Representative, any of its or their respective members, officers, directors or employees, including the Wind Operator Designee, or the County or any of its Boards, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to the other Party or their contractors, representatives, subcontractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

c. Required Insurance. The Wind Operators shall upon commencement of repowering construction of the Projects and for the period of repowering construction of the Projects maintain in full force and effect commercial general liability insurance in an aggregate amount equal to Three Million Dollars (\$3,000,000) and shall add Morrow County as an additional insured party and provide a certificate of insurance to Morrow County. The Wind Operators may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Projects.

10. Miscellaneous

a. Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the Parties covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Each Party hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on its behalf.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless made in writing and signed by both Parties.

e. Notices. All notices shall be in writing and sent (including via email transmission) to the Parties at the addresses set forth below (or to such other address and email address as any Party shall designate in writing to the other Parties at any time):

If to any Wind Operator:

P.O. Box 248

Arlington, Oregon, 97812

daniel.perry@brookfieldrenewable.com

with copy to:

c/o Brookfield Renewable U.S.

200 Liberty St., 14th Floor

New York, New York, 10281

legal.department.na@brookfieldrenewable.com

If to the County:

Morrow County

100 S. Court St.

Heppner, Oregon, 97836
mscrivner@co.morrow.or.us
spointer@co.morrow.or.us
dgreen@co.morrow.or.us

f. Assignment. This Agreement may not be assigned without the prior written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, each Wind Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any financing party in support of the Projects without County's prior written consent, but shall give written notification to County within fourteen (14) days of assignment.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement. The words "execution", "signed", "signature," and words of like import in this Amendment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

h. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, irrespective of any conflict of laws provisions. Both Parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

i. Successor and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective successors, assignees, and legal representatives.

j. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

k. Failure of County or any Wind Operator to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

l. Whenever in this Agreement the approval or consent of either County or the Wind Operators is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

m. In any litigation arising from or related to this Agreement, each Party hereto hereby knowingly, voluntarily and intentionally waives the right it may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement.

n. Nothing in this Agreement shall be construed as limiting or removing any applicable federal, state, city, county laws, rules, ordinances, or planning requirements.

o. County agrees that any amendment and additions to **Exhibit C** can be approved by the Public Works Director and the County Administrator on behalf of the County.


p. Term. This Agreement shall become effective upon the Effective Date and shall remain in effect until the date on which all repairs required to be made by any Wind Operator pursuant to this Agreement have been completed, as notified or deemed approved by the County in accordance with Section 6.

*[remainder of page intentionally left blank]
signatures begin on following page*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.


Wind Operator:

SOUTH HURLBURT WIND, LLC

By:  November 23, 2021
Name: John McVaigh
Title: Senior Director
Date

By:  November 23, 2021
Name: Whitney Wilson
Title: Vice President
Date

HORSESHOE BEND WIND, LLC

By:  November 23, 2021
Name: John McVaigh
Title: Senior Director
Date

By:  November 23, 2021
Name: Whitney Wilson
Title: Vice President
Date

County:

Don Russell, Commissioner

Date

Jim Doherty, Commissioner

Date

Melissa Lindsay, Commissioner

Date

Approved as to Form:

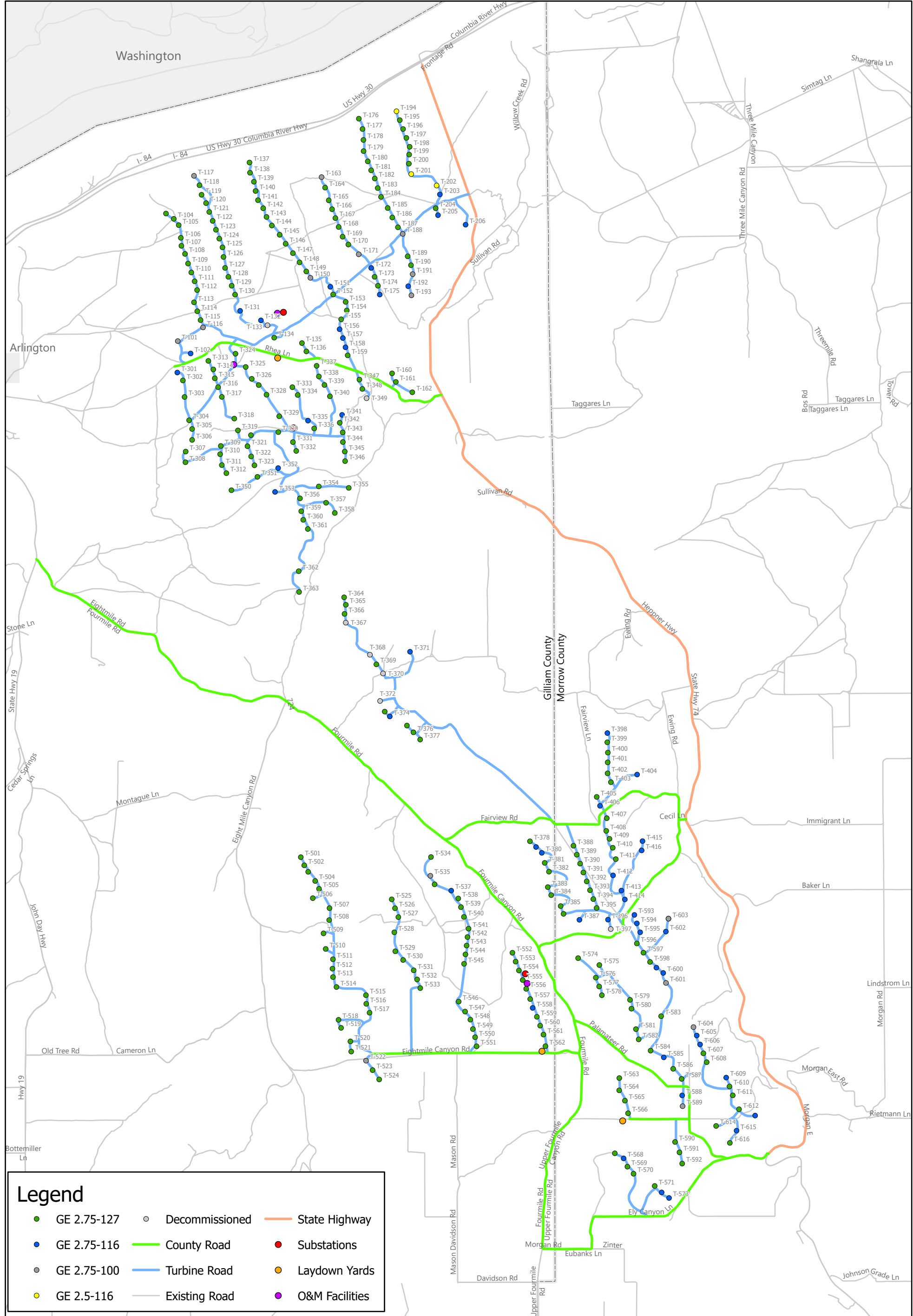
By: _____

Name: _____

Title: County Attorney

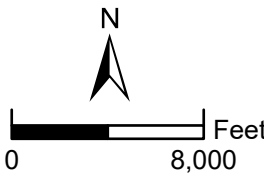
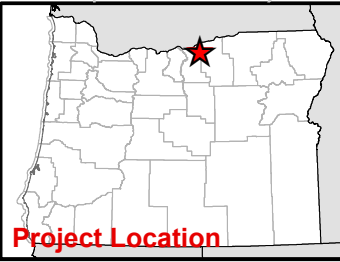
EXHIBIT A

Site Plan



Data Source(s): US Census Bureau (2017); Westwood (2021); .

Mortenson
construction
Westwood
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.



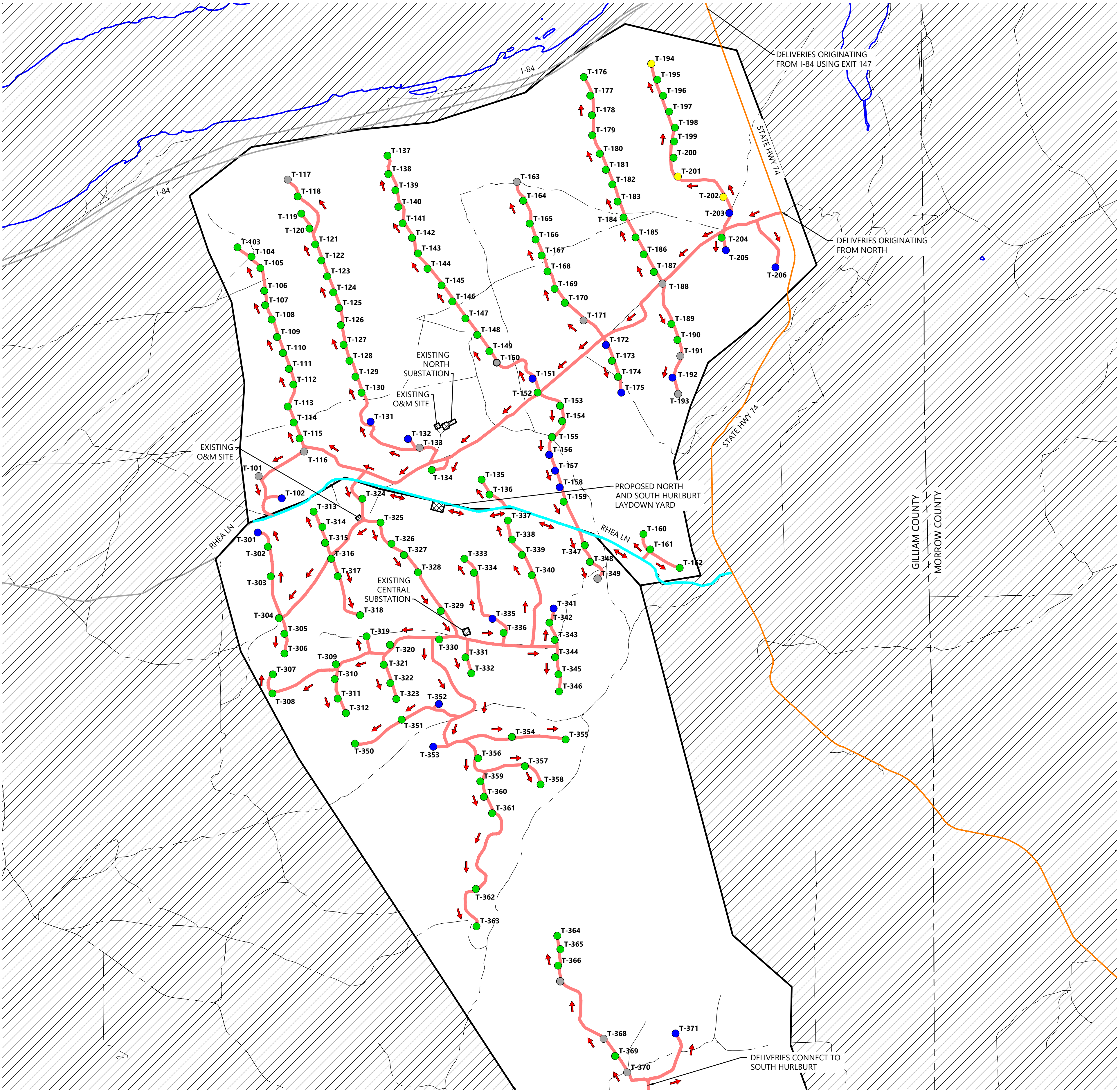
Shepherds Flat Wind Energy

Gilliam & Morrow Counties, Oregon
Transportation Plan Exhibit

November 24, 2021

EXHIBIT B

Transportation Route – “Roads”



LEGEND:

- PROJECT BOUNDARY
- GE 2.75-127 TURBINE LOCATION (262)
- GE 2.75-116 TURBINE LOCATION (52)
- GE 2.5-116 TURBINE LOCATION (3)
- TURBINE LOCATION OUT OF SCOPE (21)
- DELIVERY ROUTE
- EXISTING ACCESS ROAD
- EXISTING NON-DELIVERY ROAD
- EXISTING STATE HIGHWAY
- EXISTING PUBLIC PAVED DELIVERY ROAD
- EXISTING PUBLIC GRAVEL DELIVERY ROAD
- EXISTING PUBLIC ROAD
- EXISTING COUNTY BOUNDARY
- EXISTING WATER EDGE
- PROJECT FACILITIES

ITEM	LENGTH
EXISTING PUBLIC PAVED DELIVERY ROUTE	4.4 mi
EXISTING PUBLIC GRAVEL DELIVERY ROUTE	14.9 mi

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
TollFree (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PREPARED FOR:

Mortenson

700 Meadow Lane North
Minneapolis, MN 55422

REVISIONS:

#	DATE	COMMENT

0' 2500' 5000' 7500'

**Shepherd's Flat
Wind Energy**

Gilliam And Morrow Counties,
Oregon

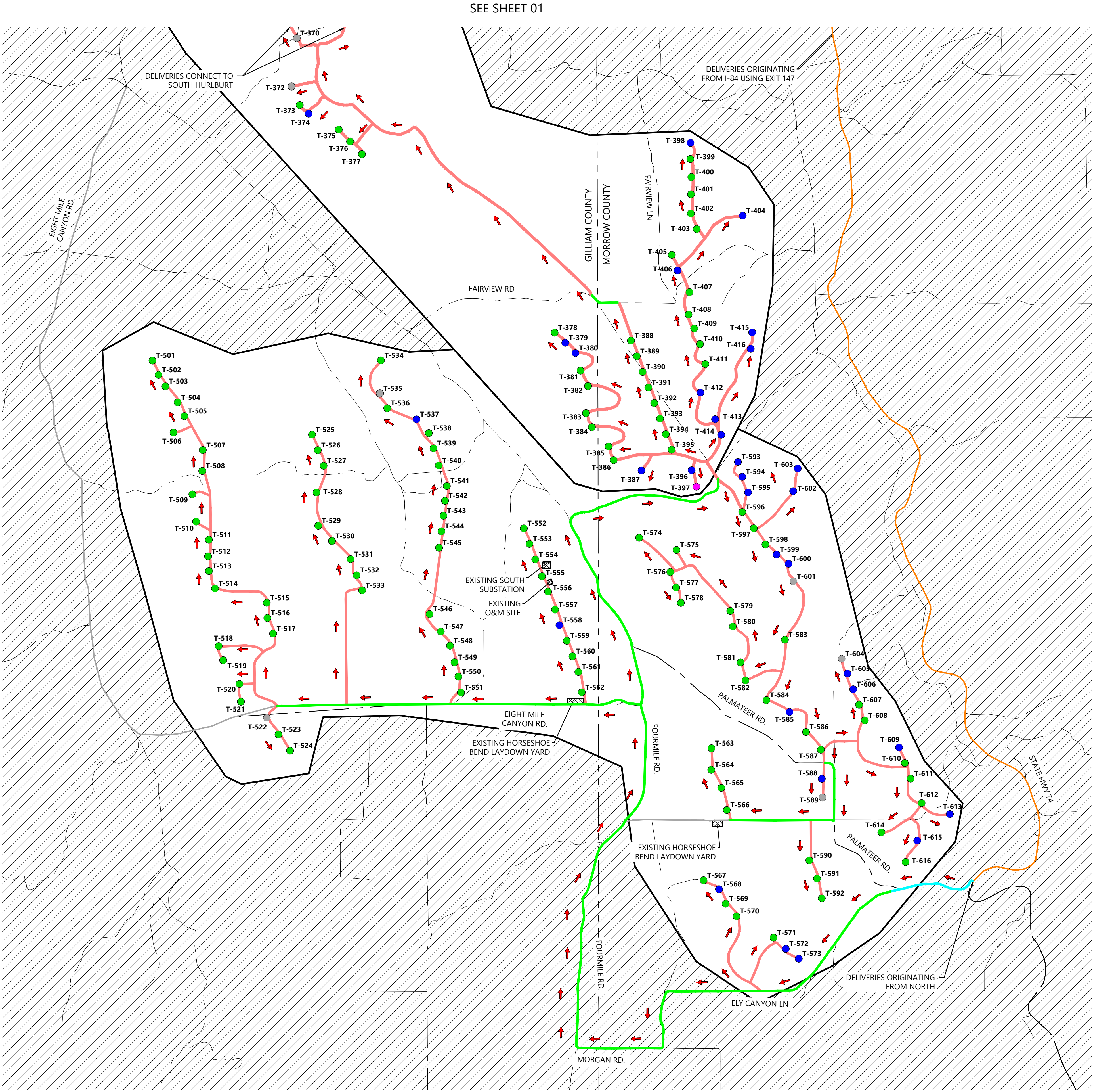
Delivery Flow Plan -
North

NOT FOR CONSTRUCTION

DATE: 9/29/2021

SHEET: 01

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SEE SHEET 01

LEGEND:

- PROJECT BOUNDARY
- GE 2.75-127 TURBINE LOCATION (262)
- GE 2.75-116 TURBINE LOCATION (52)
- GE 2.5-116 TURBINE LOCATION (3)
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- PROJECT FACILITIES

ITEM	LENGTH
EXISTING PUBLIC PAVED DELIVERY ROUTE	4.4 mi
EXISTING PUBLIC GRAVEL DELIVERY ROUTE	14.9 mi

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
TollFree (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PREPARED FOR:

Mortenson

700 Meadow Lane North
Minneapolis, MN 55422

REVISIONS:

#	DATE	COMMENT

**Shepherd's Flat
Wind Energy**

Gilliam And Morrow Counties,
Oregon

Delivery Flow Plan -
South

NOT FOR CONSTRUCTION

DATE: 9/29/2021

SHEET: 02

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EXHIBIT C
Road Improvements

Exhibit C to Morrow County Road Use Agreement

Road Improvements

#	Deviation from spec	Action Needed	Location	Date Identified	Status
1	Vertical Curve (Sag)	Build to meet spec	OR-74 & Palmateer Rd	10/13/2021	Open
2	Turning radius	Build to meet spec	NE - Ely Canyon Ln & string road to pads T567 - T573	10/13/2021	Open
3	Width of Road	Build to meet spec	SE - Ely Canyon Ln @ 45°31'53.67"N, 119°59'12.29"W	10/13/2021	Open
4	Turning radius	Build to meet spec	NW - Ely Canyon Ln & Zinter (45°31'29.39"N, 119°59'16.65"W)	10/13/2021	Open
5	Grade exceeds 8%	Build to meet spec	Eight Mile Canyon Rd measures 11.6% (incline)	10/13/2021	Open
6	Turning radius	Build to meet spec	SE - Eight Mile Canyon & string road to pads T522 - T524	10/13/2021	Open
7	Turning radius	Build to meet spec	NE - Eight Mile Canyon & string road to pads T501 - T521	10/13/2021	Open
9	Turning radius	Build to meet spec	NE - Eight Mile Canyon & string road to pads T525 - T533	10/13/2021	Open
11	Turning radius	Build to meet spec	NE - Eight Mile Canyon & string road to pads T535 - T551	10/13/2021	Open
15	Turning radius	Build to meet spec	NE - Eight Mile Canyon & string road to pads T552 - T562	10/13/2021	Open
22	Turning radius	Build to meet spec	NE - Access road & Palmateer Rd (45°33'37.78"N, 119°57'30.01"W)	10/13/2021	Open
23	Turning radius	Build to meet spec	NW - Palmateer Rd & Shakedown St	10/13/2021	Open
24	Turning radius	Build to meet spec	SE - Shakedown St & string road T590 - T592	10/13/2021	Open
25	Turning radius	Build to meet spec	NE - Shakedown St & string road T563 - T566	10/13/2021	Open
26	Turning radius	Build to meet spec	SE - Fairview Ln & string road approaching pad T596 (45°35'45.26"N, 119°58'37.21"W)	10/13/2021	Open
27	Turning radius	Build to meet spec	SW - Fairview Ln & Access road (45°35'46.13"N, 119°58'38.34"W)	10/13/2021	Open
36	Clearance/ Obstruction	Gate/fence will need to be modified	Fairview Rd & string road to pads T405 & T406. Fence measures 14.5'	10/13/2021	Open
38	Turning radius	Build to meet spec	SW - Access road & Fairview Rd (45°37'5.84"N, 119°59'41.40"W)	10/13/2021	Open



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2021

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

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

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8 CANADA CN102903011-BRP-USA-21-22.	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Brookfield Renewable Power Inc. and All Associated, Affiliated or Subsidiary Companies including, South Hurlburt Wind, LLC and Horseshoe Bend Wind, LLC 200 Liberty Street, 14th Floor New York, NY 10281	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co INSURER B: N/A INSURER C: INSURER D: N/A INSURER E: INSURER F:
	NAIC # 16535 N/A N/A

COVERAGES

CERTIFICATE NUMBER:

HOU-003843046-02

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		GLO0144339-05	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Morrow County is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER

CANCELLATION

Morrow County
100 S. Court St.
Heppner, OR 97836

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh Canada Limited		NAMED INSURED Brookfield Renewable Power Inc. and All Associated, Affiliated or Subsidiary Companies including, South Hurlburt Wind, LLC and Horseshoe Bend Wind, LLC 200 Liberty Street, 14th Floor New York, NY 10281
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The US Policies evidence above placements were made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to these placements, which are indicated here for your convenience.



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)

Presenter at BOC: Lindsay Grogan

Department: Human Resources

Short Title of Agenda Item:

(No acronyms please)

Employee Appreciation Day - Non Union

Date submitted to reviewers: 11/29/2021

Requested Agenda Date: 12/1/2021

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 Minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

Reviewed By:

DATE Department Director

Required for all BOC meetings


DATE Administrator

Required for all BOC meetings

DATE County Counsel

*Required for all legal documents

DATE Finance Office

*Required for all contracts; other items as appropriate.

Lindsay Grogan 11/29/21 Human Resources
DATE

*If appropriate

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

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

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

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

During the 2021 AFSCME negotiations, an Employee Appreciation Holiday was approved for the two collective bargaining groups. Employee Appreciation Day can be used between the day after Thanksgiving and New Years Eve. This holiday was meant to show the County's appreciation to the employees during the holiday season.

It has been the County's past practice to occasionally grant Christmas Eve as a paid holiday to the non represented as well.

2. FISCAL IMPACT:

Approximately \$15,800 this year for all the AFSCME and Non Union employees.

OR

\$4,800 this year for the addition of Non Represented employees.

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

Suggested motion to approve the recognition of Employee Appreciation Day as a paid holiday to the non represented staff effective 2021.

☒ Attach additional background documentation as needed.

5c;

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

Order Declaring a Local)
State of Emergency in) **Order No. OR-2021-15**
Morrow County)

WHEREAS, ORS 401.305 provides authority for the Board of County Commissioners for Morrow County (hereinafter, the "Board") to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, ORS 401.309 authorizes the Board to declare that a state of emergency exists in Morrow County and to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the following conditions have resulted in the need for a local state of emergency: (a) Emergency orders from the Governor reimplementing mask restrictions; (b) the increase in the number of positive cases of COVID-19; (c) limited local capacity for hospitalization of county citizens; and

WHEREAS, the following disruption of important services, damage to life, or damage to property can be expected in association with COVID-19: (a) New variants of COVID-19 are more contagious and have shorter incubation periods; (b) County resources will be needed to respond to this threat to keep the public as safe as possible; (c) Resources related to contact tracing, disease investigation and prevention, continuity of operations, public information, and funding are needed to respond to the increase in cases and hospitalizations; now therefore.

**THE BOARD OF COUNTY COMMISSIONERS OF MORROW COUNTY, OREGON,
hereby ORDERS as follows:**

Section 1. Pursuant to ORS 401.309 and ORS Chapter 431, the Board of Commissioners for Morrow County formally declare a state of emergency for Morrow County due to the COVID-19 virus and the damages sustained and cost incurred as a result of the virus.

Section 2. Upon this declaration of a state of emergency, the Board of Commissioners (and/or designees) shall be authorized to take and/or direct such actions and issue such orders as are determined to be necessary to protect the public and property and to efficiently conduct activities that minimize or mitigate the effect of the emergency as authorized by ORS.

- Section 3.** The County Commissioners, County Administrator, Local Public Health Administrator and Emergency Manager shall take all necessary steps authorized by law to coordinate response and recovery from this emergency including, but not limited to, coordinating with the State of Oregon and the federal government in order to qualify Morrow County for all available state and federal emergency assistance, not limited to use of shared resources, assistance from state and federal agencies, and financial assistance and reimbursements.
- Section 4.** Emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279.380(4), and Morrow County contracting rules.
- Section 5.** With regard to county employees, the Board of Commissioners may authorize modification(s) to relevant personnel leave, payroll processes, and workplace requirements/designations as deemed necessary by the Board of Commissioners to address impacts associated with COVID-19.
- Section 6.** This Order is effective upon signing and shall continue for ninety (90) days from the date of this Order, to February 28, 2022, unless extended or terminated earlier by the Board of Commissioners.

Adopted this 1st day of December 2021.

MORROW COUNTY BOARD OF COMMISSIONERS

Don Russell, Chair

Jim Doherty, Commissioner

Melissa Lindsay, Commissioner

Local Public Safety Coordinating Council
Quarterly Report to
Morrow County Board of County Commissioners

1. Current Projects

- a. ESG Funding through CAPECO: Probation and Parole regularly utilizes their budget to house offenders at a local motel. We explored ways to connect those in Morrow County with CAPECO programs and found that ESG (Emergency Solutions Grant) would help alleviate the burden on P&P's budget. We are devising a workflow so that a warm handoff can occur anytime an offender needs housing, so that CAPECO can get them enrolled in their services.
- b. OHA Grant: As you know, Morrow County was awarded a \$50,000 grant through the Oregon Health Authority to explore the housing barriers faced by those with behavioral health diagnoses.
- c. Primary Topics being addressed: The LPSCC continues to discuss housing, the challenges faced by Measure 110, and mental health issues in the community, particularly with our youth.

2. Future Projects

- a. We hope to get a mental health court up and running in the near future.
- b. We also hope to develop a mentoring program for youth.



Jessica Rose



Administration

P.O. Box 788 • Heppner OR 97836
(541) 676-2529 Fax (541) 676-5619

Darrell Green
County Administrator
dgreen@co.morrow.or.us

TO: Board of Commissioners
FROM: Darrell Green, County Administrator
DATE: November 29, 2021
RE: Administrator Monthly Report for November 2021

Below are the highlights for the month of November.

1. North County Government Building update:

In the month of November, The Buss Bar for the electric meter came in so we were able to get power to the building on November 18th. We are still waiting on electrical parts for the heated sidewalks. If the parts do not arrive on time, we will build wooden decks to access the Planning Dept and Justice Court. The majority of the furniture was installed between 11/8 and 11/18. The remaining doors should be completed the week of 11/29. A second punch walk is scheduled for December 16th. We have our Solar permit and construction should start next week. On Thanksgiving Day, water was discovered in the Planning Department section of the building. I would like to thank Colleen Neubert, Stephen Wrecsics, Stephanie Case, Neil McEachin, Undersheriff Bowles and the City of Irrigon for their help turning the water off around noon on Thanksgiving Day!

2. Courthouse Feasibility Study- Draft findings were presented to the Stakeholders on November 2nd. Three options were presented. After feedback from the Stakeholders, a fourth option was added. The final report will come out on November 30th.
3. Our Directors meeting was November 9th. Kate Knop provided budget updates and a nice power point presentation on Winter Blues. We also had a Q&A discussion about COVID 19.
4. The Leadership TEAM- we recapped the previous meeting and talked about moving forward with High Powered Leadership Academy. There was concern about the time commitment, but hopefully a few will decide to participate in the near future. Christy Kenny joined me on a MS Teams call with Dr. Church with Government Leadership Solutions. We will bring this information to the next Leadership meeting.
5. I attended the AOC Annual Conference in Eugene from 11/16-11/18. The main topics of discussion with the County Administrators were; Leadership training, updates on legislative topics, Code Enforcement, Leading during and after a pandemic and ARPA strategies.

Sincerely,



Darrell J Green

bc



Morrow County Sheriff's Office - Monthly Stats 2021

Incident	July	August	Sept	October	Nov	Dec	
Alarms	13	17	16	10	10		
Animal Complaint	26	26	27	19	16		
Agency Assist	10	14	1	31	8		
Assaults	5	2	1	5	2		
Burglary	3	3	0	3	1		
CHL	25	19	88	14	23		
Citizen Assist	10	13	12	11	10		
Civil Service	66	73	47	49	43		
County Code Calls	4	4	5	7	13		
Heppner area	0	0	1	0	0		
Irrigon area	3	4	4	7	13		
Bdmn area	1	0	0	0	0		
lone/Lex area	0	0	0	0	0		
Death Investigation	1	1	2	4	1		
Disturbance	20	12	11	16	8		
Dog	46	35	41	42	43		
Driving Complaints	74	73	64	60	72		
Drunk/Impaired Driver	2	2	2	1	1		
EMS	7	18	9	14	8		
Hit & Run	4	2	2	3	2		
Juvenile Complaints	10	10	6	8	13		
Motor Vehicle Crashes	8	10	9	17	13		
RV Code	1	0	0	0	0		
Suicidal	4	1	7	1	2		
Suspicious Activity	33	32	23	43	30		
Theft	16	6	11	16	9		
Trespass	9	7	4	6	12		
Traffic Stops - Cite	59	55	53	30	21		
Total Traffic Stops	168	216	171	101	127		
UUMV-Stolen vehicle	0	2	1	1	2		
Welfare Check	10	17	21	24	9		
Totals	634	670	634	532	499		
Other Misc. Incidents	678	569	532	621	603		
Total # of Incidents	1312	1239	1166	1153	1102		
Felony Arrests	18	12	5	16	9		
Total # of Arrests	40	32	17	37	20		
Total # M-110 Citations	1	1	1	3	0		



Morrow County Sheriff's Office - Monthly Stats 2021

Incident	Jan	Feb	Mar	April	May	June	
Alarms	4	9	5	6	13	12	
Animal Complaint	23	13	15	28	35	32	
Agency Assist	34	13	12	14	18	19	
Assaults	2	1	4	5	1	2	
Burglary	5	5	1	1	2	3	
CHL	32	10	56	46	40	29	
Citizen Assist	23	17	15	17	21	12	
Civil Service	38	71	58	51	34	50	
County Code Calls	17	19	19	13	8	10	
Heppner area	0	2	2	1	0	0	
Irrigon area	9	9	10	2	7	8	
Bdmn area	8	8	7	10	1	1	
lone/Lex area	0	0	0	0	0	0	
Death Investigation	0	3	0	0	1	1	
Disturbance	6	12	17	14	20	15	
Dog	51	53	52	41	43	51	
Driving Complaints	64	57	81	69	75	58	
Drunk/Impaired Driver	1	4	3	3	1	2	
EMS	8	16	12	12	11	12	
Hit & Run	5	1	1	1	1	5	
Juvenile Complaints	23	22	9	16	15	12	
Motor Vehicle Crashes	7	9	4	3	7	9	
RV Code	0	0	0	0	0	0	
Suicidal	1	3	2	6	3	1	
Suspicious Activity	36	22	40	26	21	35	
Theft	6	6	21	7	9	13	
Trespass	5	4	8	11	11	13	
Traffic Stops - Cite	36	44	32	34	61	33	
Total Traffic Stops	146	176	109	102	174	131	
UUMV-Stolen vehicle	4	1	3	5	2	3	
Welfare Check	12	6	17	20	12	12	
Totals	589	597	596	551	640	575	
Other Misc. Incidents	586	568	606	657	727	687	
Total # of Incidents	1175	1165	1202	1208	1367	1262	
Felony Arrests	16	13	14	15	16	15	
Total # of Arrests	43	27	36	31	32	29	