

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, July 6, 2022 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: April 13<sup>th</sup>, 20<sup>th</sup> & 27<sup>th</sup>
  - c. USDA APHIS Wildlife Services Cooperative Agreement #22-7341-5126-RA
  - d. Oregon Water Resources Department Intergovernmental Agreement for Assistant Watermaster Services
  - e. ~~Independent Contractor Agreement – County Surveyor~~
  - f. Oregon Liquor and Cannabis Commission, License Renewals
  - g. Permit Application OTF to Build in County Right-of-Way
  - h. Approve Finance Director as the Authority over Bank of Eastern Oregon Visa Cards
5. **Business Items**
  - a. Community Counseling Solutions Quarterly Report (Kimberly Lindsay)
  - b. Temporary Assignment of County Administrator Duties (Justin Nelson)
  - c. Appoint Budget Officer
  - d. **Oregon Trail Rodeo Land Use Applications (Tamra Mabbott)**
6. **Emergency Operations Center Update**
7. **Department Reports**
  - a. Sheriff's Office Monthly Report (Melissa Camarillo)
  - b. District Attorney/County Counsel Quarterly Report (Justin Nelson)
  - c. Fair Office Quarterly Report (Ann Jones)
8. **Correspondence**
9. **Commissioner Reports**
10. **Signing of documents**
11. **Adjournment**

Agendas are available every Friday on our website ([www.co.morrow.or.us/boc](http://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 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

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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 (541) 571-0584.

**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**  
**April 13, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person:**

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

**Present Via Zoom:**

Erin Anderson, SaBrina Bailey-Cave, Kirsti Cason, Bobbi Childers, Ronda Fox, Katie Imes, Tamra Mabbott, Aaron Moss, Justin Nelson, Sandi Pointer, Linda Skendzel, Heidi Turrell; Non-Staff: Patrick Collins, Mike McCarter, Karen Pettigrew

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

**City & Citizen Comments:** No comments

**Open Agenda:** No items

**Consent Calendar:**

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

1. *Accounts Payable & Payroll Payables*
2. *Oregon Department of Agriculture, Wolf Compensation and Financial Assistance 2022 Grant Agreement #ODA-4332-GR*
3. *Amendment 4 to Oregon Health Authority Intergovernmental Agreement #169524 for the Financing of Public Health Services, and authorize Chair Doherty to sign on behalf of the County*

*Commissioner Lindsay seconded. Unanimous approval.*

**Public Hearing:** Supplemental Budget Resolution No. R-2022-8 – Amazon Discretionary Appropriations

Darrell Green, Administrator

The Public Hearing was opened and Mr. Green provided the Staff Report. He said the supplemental budget action will:

1. Provide for an increase in capital outlay in the Capital Improvement Projects (CIP) Fund for the Umatilla Army Depot land conveyance in the amount of \$1 million.
2. Provide for an increase in materials & services in the Resiliency Fund for the receipt of the Amazon discretionary grant in the amount of \$10,545,618.
3. Increase interfund transfer to CIP Fund for the Umatilla Army Depot capital purchase of land in the amount of \$1 million.

Chair Doherty called for comments or questions from the public. As there was no response, he closed the Public Hearing. He went on to say he spoke to Treasurer Jaylene Papineau and she relayed she was fairly comfortable with how things were headed regarding the distribution of the Amazon funds to the two school districts. She still wanted to meet with County Counsel to make sure documentation existed. Various discussions.

Commissioner Russell said he was not in favor of setting aside the \$1 million for the conveyance of land to the Army. The previous Columbia Development Authority (CDA) Board, in its application to the federal government, agreed the Port of Morrow would put up the \$1 million in

exchange for the 640 acres. It's not an appropriate way to spend County dollars, he said, and he wouldn't be in favor of this for that part.

Chair Doherty said he appreciated that but it's tied to the other parts. He asked Commissioner Russell if he was comfortable with the balance of it.

Commissioner Russell replied, yes, he was fine with the distribution of the Amazon funds. He restated his opposition to spending County dollars and going back on an agreement made when former Commissioner Leann Rea was a member of the CDA.

Chair Doherty replied he would like to see that vote, frankly.

After a discussion to verify the correct funds distribution list had been provided, Commissioner Lindsay said at a prior BOC meeting, she was concerned about the funds going to entities outside Morrow County, such as Blue Mountain Community College (BMCC) and InterMountain Education Service District (IMESD). However, since that time, she had the opportunity to discuss it with representatives of both organizations and was assured the funds would be used for the benefit of Morrow County citizens.

*Chair Doherty moved to approve Supplemental Budget Resolution R-2022-8 increasing the total adopted budget to \$78,278,048. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said to be clear, the increase in the CIP Fund was for the Army Depot capital purchase of land. It's to go to the CDA Board that makes the decision about that land. Chair Doherty then said it was on tomorrow's CDA meeting agenda but he did not know what the outcome would be. Vote: Aye: Chair Doherty, Commissioner Lindsay. Nay: Commissioner Russell. Motion carried.*

## **Business Items**

### Out-of-State Travel Policy Review

After discussion, no changes to existing policy were made.

### Building Project Updates

Darrell Green, Administrator

- The Morrow County Government Center Building should be completed by the end of the month; paving will take place next week. Window blinds will be added in some areas and panic bars are going in. The light pollution issue it still being worked on and the audio-visual equipment installation should start in June or July but some equipment was still delayed.
- Commissioner Lindsay reported on the status of the grant application for Courthouse improvements, saying the County was number one on the list, most likely.

## **Department Reports**

- The written Justice Court Quarterly Report was reviewed in Judge Glen Diehl's absence.
- The Veterans Services Quarterly Report was reviewed by Linda Skendzel.
- The Planning Department Monthly Report was provided by Tamra Mabbott, Director, and Stephen Wrecsics, GIS Planning Tech.

- The written Treasurer’s Monthly Report was reviewed in Jaylene Papineau’s absence.

### **Correspondence**

- Letter from Mike McCarter, President, Move Oregon’s Border.
- 2022 Legislative Summary compiled by the Association of Oregon Counties.

### **Commissioner Report**

Reports were provided by the Commissioners.

### **Comments Prior to Executive Session**

Chair Doherty said there was a question – there is an Executive Session scheduled and he reviewed his notes from last week and there were some close-out things to happen with partners on the other end and to-date, he didn’t believe any of those things have happened. He said it was up to the Board and asked if they should go in with the partners/professionals “quote-unquote” on why they didn’t follow through.

Commissioner Russell suggested going in to Executive Session for a quick update and Chair Doherty agreed.

The meeting was adjourned at 10:41 a.m. and Chair Doherty read the following Executive Session citation: Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

**Break:** 10:41-10:50 a.m.

**Documents were signed following the Executive Session.**

**Morrow County Board of Commissioners Meeting Minutes**  
**April 20, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Jim Doherty, Commissioner Melissa Lindsay, Commissioner Don Russell, Darrell Green, Eric Imes, Roberta Lutcher, Tamra Mabbott

**Present Via Zoom**

Sandi Pointer, Karen Pettigrew, Mike Gorman, Jonathan Tallman, David Sykes, Linda Skendzel, Carla McLane, Kirsti Cason, Mike Lees, Justin Nelson, Ronda Fox, Bobbi Childers, Jaylene Papineau, George Nairns, SaBrina Bailey-Cave, Heidi Turrell, Aaron Moss, Christy Kenny, Yvonne Morter, Patrick Collins, Chris Crean, JoAnna Lamb

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

**City & Citizen Comments:** Justin Nelson, District Attorney/County Counsel talked about an incident in Boardman early this morning that resulted in a large law enforcement presence and the individuals being successfully taken into custody.

**Open Agenda:** No items

**Consent Calendar:**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: March 2<sup>nd</sup>*
3. *Law Enforcement Services Agreement with Morrow County School District – School Resource Officers; effective August 1, 2022 until the end of the 2022-2023 school year; District shall pay \$50,000 for the SRO serving Irrigon schools and \$25,000 for the SRO serving Heppner schools*

*Commissioner Lindsay seconded. Unanimous approval.*

**9:17 a.m. Public Hearing:** Land Use Legislative Hearing to Amend the Transportation System Plan (TSP); Ordinance No. ORD-2022-1

Tamra Mabbott, Planning Director

Chair Doherty called for abstentions or conflicts of interest. Hearing none, he explained how to offer testimony and called for the Staff Report.

Tamra Mabbott said the following: This was the second Public Hearing and there was discussion about a month ago. The purpose of this TSP update is to update what was previously a pretty lean reference to public transit and that she was trying to keep up with Katie Imes' work on transit. Based on the Hermiston-Boardman Connector Plan she worked on, it made sense to update the TSP, which is the land use complement to what an actual land use plan would look like.

Chair Doherty called for proponents to speak, no response; opponents, no response; those with general comments, no response. He said the Board would forego rebuttal and cross examination and close the Public Hearing at 9:21 a.m. to deliberate to a decision.

Chair Doherty said it was clearly in the earlier version of the document that citizens were desirous of a Greyhound bus stop and the County built on that a little more, and some of our partners in Boardman were maybe amenable to it but not in the town proper, if you will. Is it still in there, he asked?

Ms. Mabbott replied it was not site specific.

Chair Doherty added there wasn't testimony in favor or in opposition but if it was in the original TSP without vocal opposition, then he thought it was something that should be considered for the citizenry, maybe located at Love's Travel Stop. Greyhound is, by and large, used by minority groups...and Nel Norte came in and made a stop so there was no moratorium on them coming into town and stopping. He said he wouldn't want to be restrictive to the folks who need to get around.

Commissioner Russell said leaving the option in the TSP was a good idea. People's opinions change over time, he added.

Ms. Mabbott said it was still in the TSP (Chapter 6, pages 6-13 and 6-14).

*Commissioner Lindsay moved to approve the Findings and Adopt Ordinance No. ORD-2022-1: An Ordinance Amending the Morrow County Transportation System Plan to Update the Transit Section. Commissioner Russell seconded. Unanimous approval.*

### **Business Items**

#### Request to Increase Hourly Wage for Transfer Station Attendant Position

Eric Imes, Public Works Director

Sandi Pointer, Management Assistant

Ms. Pointer said the wage for the Attendants had not been updated since 2015. During the ensuing discussion, the Commissioners suggested the request be presented to the Budget Committee in May.

#### Finance Director Interview Team

Darrell Green, Administrator

Mr. Green reviewed the Commissioner rotation for past interview teams and provided a recommendation on who should be on this interview team.

*Commissioner Lindsay moved to have the team as Mr. Green, Ronda Fox, Interim Human Resources Director, Jaylene Papineau, Treasurer, Mike Gorman, Assessor/Tax Collector and Chair Doherty. Chair Doherty said he wouldn't second this but would second the notion of Commissioner Russell and for the team to have a broader discussion about departments and the parts and pieces that need to be filled in. Commissioner Lindsay said every time the Board makes these teams we should give them that latitude. A lot of discussions have to happen around the hiring besides the interview itself, she said. Chair Doherty said he would wait for the next one and was comfortable with Commissioner Russell and the rest of the team.*

*Chair Doherty moved to move forward with that committee (Mr. Green, Ms. Fox, Ms. Papineau, Mr. Gorman and Commissioner Russell). Commissioner Lindsay said she didn't think a motion was necessary and she was happy with the two of them making the call. Commissioner Russell seconded. Vote: Aye: Chair Doherty and Commissioner Russell. Commissioner Lindsay - no response. Motion carried.*

#### Discussion – Public Access Roads

During the discussion, Commissioner Russell clarified what a Public Access road is – it's a street that goes to multiple residences but does not connect two County roads, it goes to residential driveways only.

Chair Doherty said it was a throwback to when a housing development could be built without bringing the roads up to a standard. He continued, the residents have options, for example, forming road improvement districts. These roads will plague commissioners twenty years down the road. People have commented the County does a horrible job on these roads but they are not County roads, he explained. He asked if the road improvement districts would be funded by all of the County's constituents.

Commissioner Lindsay said it would be nice to know the number of such roads in the County and the number of constituents served by them.

Chair Doherty said he would keep moving forward with staff, including the Road Department and the Planning Department, to look at the possibilities and bring information back to the Board.

#### Amazon Distribution Question

Commissioner Lindsay requested to withhold the funds that would have been sent to Blue Mountain Community College (BMCC) pending further analysis that they will be used for the benefit of Morrow County residents.

Commissioner Russell said it was overreach and had the state not erred, the funds would have been distributed to BMCC. He said BMCC has a Board of Directors and they spend where they think and to have Morrow County weigh in and say we don't like how you manage your budget, that's wrong.

*Commissioner Lindsay moved to withhold the BMCC portion of Amazon dollars until research can be done how it will benefit Morrow County. Chair Doherty seconded. Vote: Aye: Chair Doherty, Commissioner Lindsay. Nay: Commissioner Russell. Motion carried.*

#### Discuss Potential Meeting at the OHV Park – June 15<sup>th</sup>

The Board agreed by consensus to hold the June 15<sup>th</sup> BOC Meeting at the OHV Park.

#### Review Permit Application Numbers 297, 298 and OTD – To Build in County Right-of-Way from the City of Boardman

Eric Imes, Public Works Director

Mr. Imes explained two permits were for approaches connecting new City streets to a County road. The third was for a sewer line crossing the same County road. The new roads are to the east of Laurel Lane. Discussion.

*Commissioner Russell moved to approve the Public Works Director to sign Permit Applications 297, 298 and OTD. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said it is Laurel Lane so let's stay on that. Unanimous approval.*

### **Department Reports**

- The Juvenile Department Quarterly Report was provided by Christy Kenny.
- The Loop/Public Transit Quarterly Report was provided by Katie Imes.
- The Emergency Management Quarterly Report was reviewed in Paul Gray's absence.

### **Correspondence**

- Notice from Blue Mountain Faculty Association – “Cuts Threaten BMCC”
- Article from Stateline (an initiative of the Pew Charitable Trusts) – “States Look to Community Colleges to Fill Labor Gap”
- City of Boardman Notice of Decision – Approval of Zoning Permit #ZP21-068

### **Commissioner Reports**

Reports were provided by the Commissioners.

### **Executive Sessions**

Chair Doherty read both Executive Citations and said decisions were not anticipated.

**Break:** 11:10-11:19 a.m.

**11:19 a.m.: Executive Session #1** – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

**11:37 a.m.: Closed Executive Session #1**

**11:40 a.m.: Executive Session #2** – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

**11:48 a.m.: Closed Executive Session #2**

### **Signing of documents**

**Adjourned:** 12:00 p.m.

**Morrow County Board of Commissioners Meeting Minutes**  
**April 27, 2022**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Jim Doherty, Commissioner Melissa Lindsay, Commissioner Don Russell, Roberta Lutcher, Dave Pranger, Christy Kenny, Samantha Ramirez, Chris Brown, Mark Browning, Dan Robbins, Justin Nelson, Eric Imes, Paul Gray

**Present Via Zoom**

Mike Gorman, Ronda Fox, Linda Skendzel, Sandi Pointer, Heidi Turrell, Aaron Moss, Aaron Palmquist, JoAnna Lamb, Kirsti Cason, David Sykes, Dawson Quinton, Karen Pettigrew, Tamra Mabbott, Patrick Collins, Mike Lees, SaBrina Bailey-Cave, Rick Stokoe, Kathy Street, Jaylene Papineau, Ana Pineyro

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

**City & Citizen Comments:**

- Mark Browning, President of Blue Mountain Community College provided an update on the college's budget process.
- Juvenile Director, Christy Kenny, introduced the new Probation Counselor in that office, Samantha Ramirez.

**Open Agenda:** No items

**Consent Calendar:**

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

1. *Accounts Payable and Payroll Payables*
2. *Minutes: March 9<sup>th</sup>*
3. *Resolution No. R-2022-9: County Assessment Function Funding Assistance (CAFFA) Grant*
4. *Amendment 2 to Oregon Health Authority Intergovernmental Agreement #173145 for the Financing of Mental Health Services; and authorize the County Administrator to sign on behalf of the County*

*Commissioner Lindsay seconded. Unanimous approval.*

**Business Items**

Request to Change Pay Scale for Deputy District Attorney Position

Justin Nelson, District Attorney/County Counsel

Mr. Nelson reviewed his reasons for the request. Chair Doherty suspended the item until new salary comparison information was provided.

Columbia Development Authority (CDA) Quarterly Report

Chair Doherty said CDA Director, Greg Smith's assistant, Dawson Quinton just notified the BOC Office that Mr. Smith was unavailable today.

Out-of-State Travel Request

Dan Robbins, Parole & Probation Corrections Lieutenant

*Commissioner Russell moved to approve the Out-of-State Travel Request by Parole & Probation to send a P&P Deputy to the National Association of Drug Court Professionals Conference in Nashville, Tennessee. Commissioner Lindsay seconded. Discussion: Chair Doherty said he was unsure where things stood with potentially reviewing the County's Out-of-State Travel Policy. Unanimous approval*

Oregon Department of Transportation (ODOT) COVID Relief Grant Application, Fiscal Years 2022-2024

Katie Imes, Coordinator, The Loop/Public Transit

If awarded, the grant would fund the following:

1. Demand Response Driver Incentive Program
2. Fixed-Route Drive Incentive Program
3. Demand Responsive Preventive Maintenance
4. Demand Response Driver Hazard Pay
5. Fixed-Route Driver Hazard Pay

*Commissioner Russell moved to approve the Chair signing the application and it being submitted through ODOT Cognito forms. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay said she assumed the incentive program would come back through this body. County-wide we need to have the conversation, she added. Ms. Imes said there was a lot of work to put that program together before it can be brought back to the Board. Unanimous approval.*

Ambulance Transport License Request from Boardman Fire Rescue District – REMOVED

While this item had been removed from the Agenda, the Commissioners agreed the information submitted by BFRD should remain in the record, as well as the letter from the Morrow County Health District's attorney, Troy S. Bundy, Hart Wagner, Trial Attorneys.

Letter of Support – Beef Processing Facility in Umatilla County

Chair Doherty said some of the requested information about this facility was still pending. No action was taken.

Building Project Updates

Morrow County Government Center Building:

- Substantial completion by the end of the month.
- The paint striping of the asphalt parking lot will be done soon.
- An additional camera will be added to a conference room to accommodate Planning Commission meetings.
- A ribbon cutting ceremony will be scheduled in the near future.

Grant Authority to Sign Offer Letter on Real Property

Darrell Green, Administrator

Mr. Green said an individual needs to be granted the authority to sign an offer on real property, as a result of a prior Executive Session on that subject. Brief discussion.

*Commissioner Russell moved to authorize the Administrator to sign the offer letter. Commissioner Lindsay seconded. Discussion: Commissioner Lindsay clarified it was a real estate contract. Unanimous approval.*

### **Department Reports**

- The Road Department Monthly Report was provided by Eric Imes.
- Clerk's Quarterly Report – not received.
- Human Resources Quarterly Report – not received.
- The Surveyor's quarterly Report was reviewed by Matt Kenny.
- The Weed Department Quarterly Report was provided by Dave Pranger

**Correspondence:** None

### **Commissioner Reports**

Reports were provided.

Chair Doherty read the Executive Session citation and said a decision was not anticipated.

**10:34 a.m. Executive Session:** Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

**11:25 a.m. Closed Executive Session**

**Signing of documents**

**Adjourned:** 11:35 a.m.



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

(For BOC Use)
Item #

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)

Date submitted to reviewers: 5/24/2022
Requested Agenda Date: 7/6/2022

USDA APHIS Wildlife Services Cooperative Agreement 22-7341-5126-RA

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: USDA APHIS Wildlife Services
Contractor/Entity Address: 6035 NE 78th Ct., Suite 100, Portland, OR 97218
Effective Dates - From: 7/01/2022 Through: 6/30/2023
Total Contract Amount: \$67,800.00 Budget Line: 101-199-5-50-5115 Wildlife Services
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Table with 3 columns: Reviewer Name, Date, and Required for all BOC meetings. Includes entries for Darrell J Green, Justin Nelson email, Finance Office, and Human Resources.

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)**

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

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services, Wildlife Services (APHIS-WS) is offering a Cooperative Service Agreement with the objective to provide professional wildlife management assistance to reduce or manage damage caused by predatory animals and other nuisance wildlife to protect property and human health and safety.

The specific goals are;

- 1) To provide direct assistance for Morrow County from wildlife conflicts or damage.
- 2) To provide direct assistance in the form of educational information.

**2. FISCAL IMPACT:**

Wildlife Services GL 101-199-5-50-5115. The budget committee approved appropriations for fiscal year 2022-2023 in the amount of \$61,800.00.

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

Motion to approve USDA APHIS-WS work and financial plan for July 1, 2022 to June 30, 2023 in the amount of \$61,800.00 and have Chair Doherty sign on behalf of the County

Attach additional background documentation as needed.

**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

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**COOPERATOR:** MORROW COUNTY  
**COOPERATIVE AGREEMENT NO.:** 22-7341-5126-RA  
**ACCOUNT WBS:** AP.RA.RX41.73.0535  
**AGREEMENT DATES:** July 1, 2022 – June 30, 2023  
**AGREEMENT AMOUNT:** \$61,800.00

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Pursuant to Cooperative Service Agreement No. 18-7341-5126-RA between Morrow County and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

**OBJECTIVES/GOALS**

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes, predatory animals, and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Morrow County from wildlife conflicts or damage.
2. To provide direct assistance in the form of educational information.

**PLAN OF ACTION**

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: Wildlife Services' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor, Shane Koyle, in La Grande, Oregon, will supervise this project, (541) 963-7947. This project will be monitored by Jeffrey B. Flores, State Director, in Portland, Oregon, (971) 334-6151.
3. APHIS-WS will invoice Morrow County monthly for actual costs incurred in providing service, not to exceed \$61,800.00, provided there are billable expenses posted at the time of billing for the month of service. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

**PROCUREMENT**

Morrow County understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS:**

1. All operations shall have the joint concurrence of APHIS-WS and Morrow County, and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

**COST ESTIMATE FOR SERVICES:**

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

**AUTHORIZATION:**

Morrow County  
PO Box 867  
Heppner, OR 97836

\_\_\_\_\_  
Representative, Morrow County  
TIN# 93-6002308

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

\_\_\_\_\_  
Jeffrey B. Flores, State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith Wehner, Director, Western Region

\_\_\_\_\_  
Date

**FINANCIAL PLAN**

For the disbursement of funds from

Morrow - County

to

USDA APHIS Wildlife Services

for

Predator Management: coyote, bear, cougar etc.

from

7/1/2022

to

6/30/2023

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$ 35,520.87	\$ 28,957.50	\$ 64,478.37
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 5,430.54	\$ 3,217.50	\$ 8,648.04
Other Services	\$ 4,620.00	\$ -	\$ 4,620.00
Supplies and Materials	\$ 3,032.61	\$ -	\$ 3,032.61
Equipment	\$ -	\$ -	\$ -

Subtotal (Direct Charges)	\$ 48,604.01	\$ 32,175.00	\$ 80,779.01
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Pooled Job Costs	11.00%	\$ 5,346.44	\$ 5,346.44
Indirect Costs	16.15%	\$ 7,849.55	\$ 7,849.55
Aviation Flat Rate Collection		\$ -	\$ -
<b>Agreement Total</b>		<b>\$ 61,800.00</b>	<b>\$ 93,975.00</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$61,800.00. The Cost Share amount is \$32,175.00. This is an estimate based on available State and Federal funding and may be adjusted accordingly.



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

(For BOC Use)
Item #

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)

Date submitted to reviewers: 6/3/2022
Requested Agenda Date: 7/6/2022

Oregon Water Resource Department Intergovernmental Agreement

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: Oregon Water Resource Department
Contractor/Entity Address: 725 Summer Street NE Suite A, Salem OR 97301-1271
Effective Dates - From: July 1, 2022 Through: June 30, 2023
Total Contract Amount: \$12,200 Budget Line: 101-199-5-50-5166
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Darrell J Green 6/3/2022 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)

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

During our Budget Hearings in May, the Budget Committee approved appropriating \$12,200.00 to Oregon Water Resources Department (OWRD) to fund the cost of one Assistant Watermaster to perform work in the Umatilla Basin located in Morrow County.

Additional information about the work performed can be located in Exhibit A of the Intergovernmental Agreement (IGA) which is included in the packet. Also included in the packet is the IGA for the upcoming fiscal year and last year's IGA. Both IGAs are the same except the dates have been changed to reflect the term of the IGA.

## **2. FISCAL IMPACT:**

\$12,200 GL 101-199-5-50-5166

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

Motion to approve the Intergovernmental Agreement between Morrow County and the Oregon Water Resource Department and have the Chair sign on behalf of Morrow County.

Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT**  
Umatilla Basin Assistant Watermaster Program

This agreement is between the **Oregon Water Resources Department**, (hereafter called the "Department") and **Morrow County**, (hereafter called the "County"). The purpose of this Agreement is to fund the costs of one Assistant Watermaster to perform work in that portion of Morrow County that is in the Umatilla Basin. These costs include but are not limited to salary, benefits and other payroll expenses (OPE), supplies, and I/T services. There is a **separate agreement with Umatilla County so that county can cover its portions of the program-related costs for the same period.**

1. Term of Agreement

The period of this agreement shall be from **July 1, 2022 to June 30, 2023.**

2. Statement of Work

The Department agrees to provide watermaster services, hereby referred to as Work and generally described in ORS Chapter 540.045 and related Oregon Administrative Rules which services are specifically provided by the Assistant Watermaster for the Umatilla River basin.

3. Consideration

The Department shall bill County a total amount of **\$12,220.00** for performance of this agreement. Invoicing and payment details are specified in Exhibit A.

4. Subcontracts

The Department may enter into subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the County.

5. Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

6. Termination

A. This agreement may be terminated by mutual consent of both parties.

B. The Department may terminate this agreement effective upon delivery of

**WRD 21 117**

written notice to the County, or at such other date as may be established by the Department under any of the following conditions:

1. If the Department funding is not secured and continued at levels sufficient to allow for the continuation of the assistant watermaster program, when possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under the agreement.
3. If the County fails to provide funds as specified herein, or so fails to comply with other provisions of this agreement to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within thirty (30) days or such longer period as the Department may authorize.

7. Funds Available and Authorized

The County certifies at the time the agreement is approved that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with the County's current appropriation and limitation.

8. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

9. Representations and Warranties

Department has the skill and knowledge possessed by well-informed members of its industry, trade and profession and Department will apply that skill and knowledge with care and diligence to perform Services in a professional manner and in accordance with standards prevalent in Department's industry, trade or profession.

**WRD 21 117**

**10. Indemnity**

EACH PARTY SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTY AND THE OTHER PARTY'S AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS"), INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY'S OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. ANY INDEMNITY BY THE DEPARTMENT UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 7, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300. ANY INDEMNITY BY THE COUNTY UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 10, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300.

**11. Access to Records**

The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law, which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

**12. Nondiscrimination**

The parties each agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**13. Merger Clause**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified wherein regarding this agreement. The county, by the signature below of its authorized representative, hereby acknowledges to have read this agreement, understands it and agrees to be bound by its terms and conditions.

**14. County Data**

**WRD 21 117**

Project Contact: Roberta Lutcher  
Organization: **Morrow County**  
Address: PO Box 788  
Heppner, OR 97836  
Phone: 541-676-2529  
Email Address: [rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)

15. Department Data

Project Officer: **Chris Kowitz**  
Organization: Oregon Water Resources Department  
Address: 116 SE Dorion Ave  
Pendleton, OR 97801  
Phone: 541- 278-5456

16. Signatures

County: \_\_\_\_\_ /  
Signature Date

Title: Chair, Morrow County Board of Commissioners  
Address: PO Box 788  
Heppner, OR 97836

Department: \_\_\_\_\_ /  
Signature Date

**Lisa Snyder** - Administrator  
Administrative Services Division  
Oregon Water Resources Department  
725 Summer Street NE  
Suite A  
Salem, OR 97301-1271

EXHIBIT A

County: Morrow County,

- a. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$12,220.00 including any travel and other expense reimbursement.

Both parties acknowledge that other agreements may exist under the Assistant Watermaster program but such agreements are separate to this Agreement.

- b. Department

The Department shall perform work that includes:

1. Research and interpret water rights; court decrees; well logs; Oregon Revised Statutes; Oregon Administrative Rules; legal descriptions for ownership records; and historical hydrologic data for public, private agencies, water users and governmental groups such as tribal, local, state and federal agencies to facilitate water resource management activities in Watermaster District 5 to assure compliance with Oregon State water law.
2. Perform field flow measurements (wading, cable way, bridge crane) of waterways including streams, rivers, irrigation canals and ditches, utilizing hydrologic data instruments such as Flow Trackers, AA Price or Pygmy Current meters to calculate the amount of water and to establish the relationship between flow elevation and quantity.
3. Conduct maintenance and operation of waterway gaging stations. Examine and record electronic and manual gaging equipment data to provide a continuous record of water availability at specific sites for daily and emergency management and distribution of water resources.
4. Utilize flow measurements and gaging station data to determine water availability for development and promotion of water management actions. Read flow meters and perform static water level measurements in wells.
5. Resolve problems associated with water distribution, dam safety and well construction sometimes under emergency, hostile and/or dangerous conditions.
6. Interact with and inform agencies, groups and individuals in a public forum, to promote public relations and beneficial water management practices using Oregon Revised Statutes and WRD policies and programs.

**WRD 21 117**

7. Distribute available water during times of shortage according to relative priority dates of water right holders, Water Resource Department (WRD) policies and procedures.
8. Daily documentation of activities and violations observed in the field and initiate appropriate enforcement action in compliance with Oregon State Water Laws.
9. Testify during legal proceedings in support of enforcement or other water related issues.
10. Conduct water development loan, dam safety, and well construction inspections.
11. Conduct surveys of surface and groundwater measurement devices to monitor water use and availability. Enforce appropriate state statutes to ensure compliance.
12. Compile and organize data in report form for the public and/or governmental agencies.
13. Assist in updating and development of water management plans.
14. Responsible for maintenance and updating records of water rights and well logs.
15. Select sites, assist in and supervise the construction of headgates, flow meters and measurement devices.
16. Send invoice for the total agreement amount of **\$12,220.00** to the County. The invoicing schedules shall be as follows:

Invoice Date	Invoice Period	Invoice Amount
October 1, 2021	July – September 2021	\$3,055.00
January 1, 2022	October – December 2021	\$3,055.00
April 1, 2022	January – March 2022	\$3,055.00
July 1, 2022	April – June 2022	\$3,055.00
Total		\$12,220.00

**WRD 21 117**

**c. Morrow County**

County shall fund the Assistant Watermaster for the Umatilla Basin. Upon receiving an invoice from the Department, County shall pay such invoice within 30 days. The Department shall perform the work as described above.

**d. Deliverables**

By March 5, 2023, the Department shall present a summary of the activities and accomplishments during the period of July 1, 2022 to February 28, 2023.

**INTERGOVERNMENTAL AGREEMENT**  
Umatilla Basin Assistant Watermaster Program

This agreement is between the **Oregon Water Resources Department**, (hereafter called the "Department") and **Morrow County**, (hereafter called the "County"). The purpose of this Agreement is to fund the costs of one Assistant Watermaster to perform work in that portion of Morrow County that is in the Umatilla Basin. These costs include but are not limited to salary, benefits and other payroll expenses (OPE), supplies, and I/T services. There is a **separate agreement with Umatilla County so that county can cover its portions of the program-related costs for the same period.**

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2. Statement of Work

The Department agrees to provide watermaster services, hereby referred to as Work and generally described in ORS Chapter 540.045 and related Oregon Administrative Rules which services are specifically provided by the Assistant Watermaster for the Umatilla River basin.

3. Consideration

The Department shall bill County a total amount of **\$12,220.00** for performance of this agreement. Invoicing and payment details are specified in Exhibit A.

4. Subcontracts

The Department may enter into subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the County.

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The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

6. Termination

A. This agreement may be terminated by mutual consent of both parties.

B. The Department may terminate this agreement effective upon delivery of

**WRD 21 029**

written notice to the County, or at such other date as may be established by the Department under any of the following conditions:

1. If the Department funding is not secured and continued at levels sufficient to allow for the continuation of the assistant watermaster program, when possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under the agreement.
3. If the County fails to provide funds as specified herein, or so fails to comply with other provisions of this agreement to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within thirty (30) days or such longer period as the Department may authorize.

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The County certifies at the time the agreement is approved that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with the County's current appropriation and limitation.

8. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

9. Representations and Warranties

Department has the skill and knowledge possessed by well-informed members of its industry, trade and profession and Department will apply that skill and knowledge with care and diligence to perform Services in a professional manner and in accordance with standards prevalent in Department's industry, trade or profession.

10. Indemnity

EACH PARTY SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTY AND THE OTHER PARTY'S AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS"), INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY'S OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. ANY INDEMNITY BY THE DEPARTMENT UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 7, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300. ANY INDEMNITY BY THE COUNTY UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS OF ARTICLE XI, SECTION 10, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300.

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**WRD 21 029**

14. County Data

Project Contact: Darrell Green  
Organization: **Morrow County**  
Address: PO Box 788  
Heppner, OR 97836  
Phone: 541-676-2529  
Email Address: dgreen@co.morrow.or.us

15. Department Data

Project Officer: **Chris Kowitz**  
Organization: Oregon Water Resources Department  
Address: 116 SE Dorion Ave  
Pendleton, OR 97801  
Phone: 541- 278-5456

16. Signatures

County:

 10-6-2021  
Signature Date

Title: Chair, Morrow County Board of Commissioners  
Address: PO Box 788  
Heppner, OR 97801

Department:

 11/30/2021 11:48am  
Signature Date

**Lisa Snyder** - Administrator  
Administrative Services Division  
Oregon Water Resources Department  
725 Summer Street NE  
Suite A  
Salem, OR 97301-1271

EXHIBIT A

County: Morrow County,

- a. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$12,220.00 including any travel and other expense reimbursement.

Both parties acknowledge that other agreements may exist under the Assistant Watermaster program but such agreements are separate to this Agreement.

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2. Perform field flow measurements (wading, cable way, bridge crane) of waterways including streams, rivers, irrigation canals and ditches, utilizing hydrologic data instruments such as Flow Trackers, AA Price or Pygmy Current meters to calculate the amount of water and to establish the relationship between flow elevation and quantity.
3. Conduct maintenance and operation of waterway gaging stations. Examine and record electronic and manual gaging equipment data to provide a continuous record of water availability at specific sites for daily and emergency management and distribution of water resources.
4. Utilize flow measurements and gaging station data to determine water availability for development and promotion of water management actions. Read flow meters and perform static water level measurements in wells.
5. Resolve problems associated with water distribution, dam safety and well construction sometimes under emergency, hostile and/or dangerous conditions.
6. Interact with and inform agencies, groups and individuals in a public forum, to promote public relations and beneficial water management practices using Oregon

**WRD 21 029**

Revised Statutes and WRD policies and programs.

7. Distribute available water during times of shortage according to relative priority dates of water right holders, Water Resource Department (WRD) policies and procedures.
8. Daily documentation of activities and violations observed in the field and initiate appropriate enforcement action in compliance with Oregon State Water Laws.
9. Testify during legal proceedings in support of enforcement or other water related issues.
10. Conduct water development loan, dam safety, and well construction inspections.
11. Conduct surveys of surface and groundwater measurement devices to monitor water use and availability. Enforce appropriate state statutes to ensure compliance.
12. Compile and organize data in report form for the public and/or governmental agencies.
13. Assist in updating and development of water management plans.
14. Responsible for maintenance and updating records of water rights and well logs.
15. Select sites, assist in and supervise the construction of headgates, flow meters and measurement devices.
16. Send invoice for the total agreement amount of **\$12,220.00** to the County. The invoicing schedules shall be as follows:

Invoice Date	Invoice Period	Invoice Amount
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July 1, 2022	April – June 2022	\$3,055.00
Total		\$12,220.00

**WRD 21 029**

c. **Morrow County**

County shall fund the Assistant Watermaster for the Umatilla Basin. Upon receiving an invoice from the Department, County shall pay such invoice within 30 days. The Department shall perform the work as described above.

d. **Deliverables**

By March 5, 2022, the Department shall present a summary of the activities and accomplishments during the period of July 1, 2021 to February 28, 2022.

## Roberta Lutcher

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**From:** Melissa Camarillo  
**Sent:** Tuesday, June 28, 2022 11:18 AM  
**To:** Roberta Lutcher  
**Subject:** RE: OLCC  
**Attachments:** OLCC Annual Renewals.pdf

Sheriff Matlack has reviewed and has no objections.  
Melissa

**Melissa Camarillo**  
**Administrative Lieutenant**  
PIO / Civil / Records  
**Morrow County Sheriff's Office**  
[mcamarillo@co.morrow.or.us](mailto:mcamarillo@co.morrow.or.us)  
Work Cell: 541-314-5231  
Dispatch 541.676.5317  
Desk 541.676.2533  
**KJ7AFT**

**From:** Roberta Lutcher  
**Sent:** Monday, June 27, 2022 2:26 PM  
**To:** Melissa Camarillo <mcamarillo@co.morrow.or.us>  
**Subject:** OLCC

Hi Melissa,  
Let me know what you'd like to do with this info.

Thank you,

*Roberta Lutcher*  
*Executive Assistant*  
*Morrow County Administration & Board of Commissioners*  
*541-676-5613 (5303)*  
*P.O. Box 788*  
*110 N. Court St.*  
*Heppner, OR 97836*  
*Email: [rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)*



Morrow County  
MORROW COUNTY  
PO Box 788  
Heppner, OR 97836

## RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **9/30/2022**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

---

\$0.00 Renewal Fee for ON-PREMISES \$0.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.  
**PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT**

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## HOW TO MAKE A RECOMMENDATION

**You have until 9/1/2022 to make your recommendation. Below are your options for renewals:**

### **RECOMMEND APPROVAL**

- 1. DO NOTHING.** If you do not submit a recommendation by **9/1/2022**, the OLCC will process the renewal application as a favorable recommendation.

### **RECOMMEND DENIAL (see additional information on page 2)**

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) you are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to [OLCC.Renewals@oregon.gov](mailto:OLCC.Renewals@oregon.gov) or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 25138.

**REASONS WE MAY DENY OR RESTRICT A LICENSE**  
**ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322**  
**845-005-0325, 845-005-0326(4)(5) or 845-005-0355**

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC can consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

- obtrusive or excessive noise, music or sound vibrations
- public drunkenness
- fight or altercations
- harassment
- unlawful drug sales
- alcohol or related litter

OLCC is not able to consider the following issues when deciding to renew a liquor license:

- lack of parking
- increase in traffic
- too many licenses in a specific area (saturation)
- entertainment type - nude dancing, gambling, live bands, etc.
- increased noise
- zoning issues

Visit [www.oregon.gov/olcc/](http://www.oregon.gov/olcc/) to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.





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

(For BOC Use)
Item #

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

Presenter at BOC: Eric Imes

Date submitted to reviewers: 30, June 2022

Department: Public Works - Roads

Requested Agenda Date: 6, July 2022

Short Title of Agenda Item:

(No acronyms please)

Review of permit application OTF to work in the county right-of-way

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: 5 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:

Eric L. Imes 6-30-2022 Department Director

Required for all BOC meetings

Jim Doherty 6-30-2022 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)

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

Windwave Communications has applied for a permit to work in the county right-of-way. This permit exceeds 200 feet longitudinally. The work consists of a 24" buried communication package on the east side of Bombing Range Rd. and two drill shots under Bombing Range Rd. The work area is just north of the bombing range.

## **2. FISCAL IMPACT:**

None.

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

Approve the Public Works Director to sign approval for permit OTF

Attach additional background documentation as needed.

Return to:  
**MORROW COUNTY PUBLIC WORKS**  
365 West Highway 74  
P.O. Box 428  
Lexington, Oregon 97839  
Phone: (541) 989-9500

APPLICATION #: OTF

COUNTY ROAD #: 490

ROAD NAME: Bombing Range Rd.

**Applicant Mailing Address**

Windwave Communications Attn: Wendy  
Name (Business Name, Attn: Name)  
P O Box 1390  
Mailing Address (Street/Post Office Box)  
Boardman, OR 97818  
City, State, Zip Code  
541-561-4428  
Phone Number

**APPLICATION FEE:**

(CHECK ONE)  
 Private (\$50.00)  Utility Company (No Fee)

**PAYMENT RECEIVED:**

04-25-2022 - \$0 - OTF  
(Date Payment Received - Amount Received - Initials)

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY  
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

Please fill out this form completely in ink (Blue or Black) or type.

We, Windwave Communications 73500 Rupe Kennedy Road, Boardman 399  
(Name - Individual/Business) (Physical Address) (Work Order Number)  
hereby request permission either to locate within County Road right of way or cross  
Morrow County road Bombing Range Road at .70 miles from nearest  
(Name of County Road) (Miles)  
intersection with road Wilson Road 13 & 24 4 North 25 East  
(Name of County Road) (Section) (Township) (Range)  
E.W.M. with a Communication of 24" Center Line 75 ft distance  
(Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)  
from R/W line 2-4 feet depth of line or pipe, West and East X side of road.  
(Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**

Page 1 W  
(Initial)

Page 2 W  
(Initial)

**Additional Terms and Conditions to be noted here.**

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature]  
(Signature of Authorized Permittee)

DATE: 4/19/22  
(Date Signed)

State of Oregon  
County of Morrow  
This instrument was acknowledged before me on 19th April, 2022  
by Thirza Kilgore  
[Signature]  
Notary Public - State of Oregon

OFFICIAL STAMP  
THIRZA EILEEN KILGORE  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 888858  
MY COMMISSION EXPIRES JUNE 25, 2023

Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: \_\_\_\_\_  
(Assistant Road Master)

DATE: \_\_\_\_\_  
(Date Signed)

APPROVED BY: \_\_\_\_\_  
(Public Works Director)

DATE: \_\_\_\_\_  
(Date Signed)

ATTEST: \_\_\_\_\_  
(Morrow County Clerk)

**PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

**SPECIFICATIONS:**

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

**ROAD CROSSING:**

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
  1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with  $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
  2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or  $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration - Pipelines
  1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
  2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

**ADJACENT TO ROADWAY:**

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be  $\frac{3}{4}$ " - 0" rock.

Permit # OTF  
110

**TRAFFIC**

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

**INSURANCE**

- A. Permittee must carry all necessary liability to protect the public at all times.

**REPAIRS**

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

**REMOVEAL, RELOCATION AND REPAIR**

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.

OTF  
Permit # 497



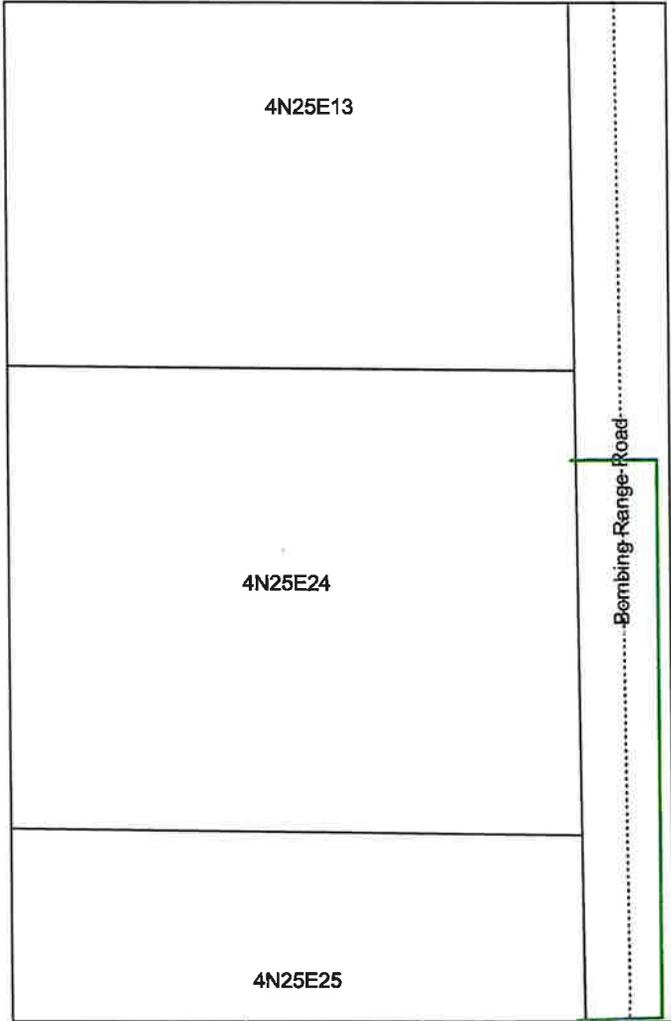
crossing location Sec. 24  
SE corner of Parcel 1  
PP 2021-25  
approx location  
45.818054 -119.623361

(2) 90° angle crossings  
Drill shot under county rd  
  
Fiber package 40  
conduits, 50' from  
centerline along eastside  
of Bombing Range  
County Road

crossing location  
Sec. 24 SE corner  
approx. location  
45.806436  
-119.806436

Permit # OTF  
6/2/20





4N25E13

4N25E24

4N25E25

Bombing Range Road

40 conduit fiber package, located 50' from centerline

Permit # OTF

75' 75'



Permit # ~~490~~ 07F  
②

PLAT

1701  
122.97 AC  
PARCEL 1

N89°02'37"E 5271.86'

1045.68'  
N00°54'52"W

1700  
500.36 AC  
PARCEL 2

S89°02'37"W 5122.92'

N00°54'52"W 4252.12'

PARTITION  
24

2021-25

N00°85'20"W  
1045.68'

N00°85'20"W 1605.46'

N01°01'13"W 2646.76'

150'

ROAD

COUNTY

SEE MAP 4

80.26 CH  
= 5297.16'

Bombing Range Road  
Crossing Locations —

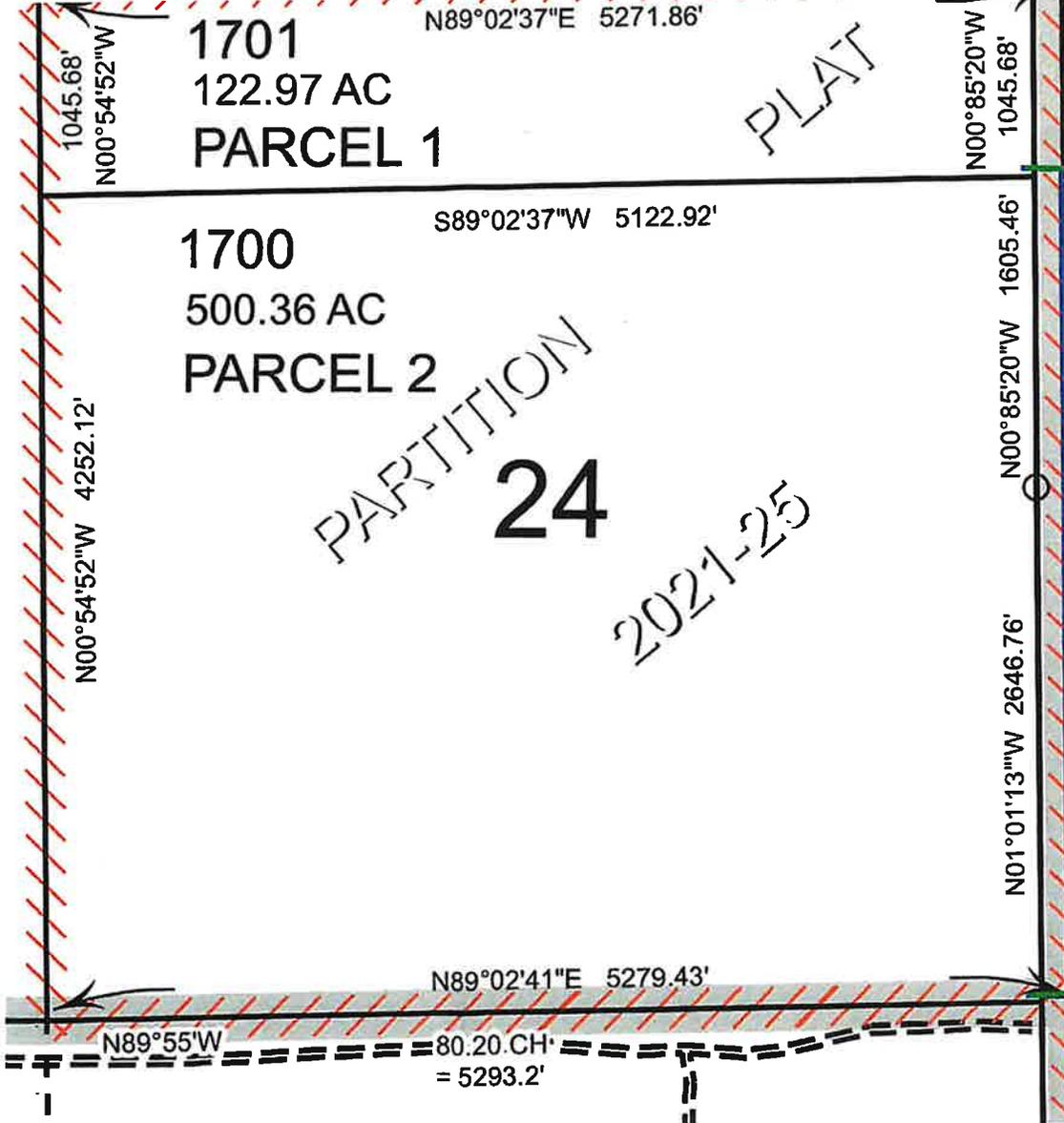
Road R/W Utilities —

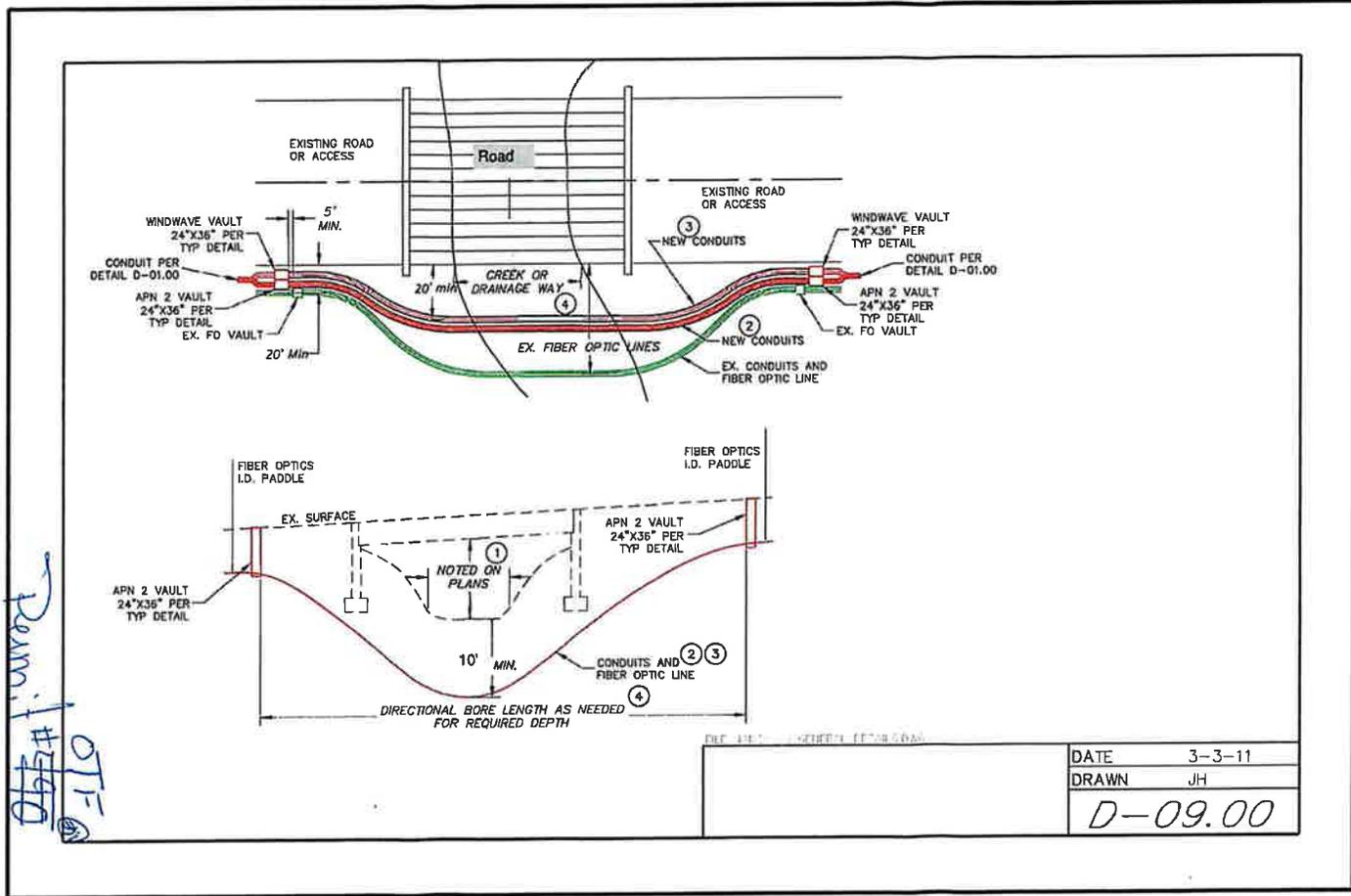
Permit #47D  
OTF

N89°02'41"E 5279.43'

N89°55'W

80.20 CH  
= 5293.2'





Permit  
 07-110

DATE	3-3-11
DRAWN	JH
	D-09.00

WINDWAVE  
 FIBER OPTIC LINES  
 APN 2 PROJECT  
 WINDWAVE COMMUNICATIONS  
 DETAILS & NOTES  
 SISUL ENGINEERING  
 1111 11th St. N  
 Minneapolis, MN 55403  
 612-338-1111  
 www.sisul.com  
 XX

**Work on Shoulder**

**Diagram 210**

Diagram 210 covers stationary work with work or parked equipment on the shoulder. This diagram does not cover work on a freeway shoulder. See Diagram 710 for Freeway Shoulder work.

1. Vehicles should be parked as far off the roadway as practical.
2. Use truck-mounted flashing warning lights on work and protection vehicles. See Section 4.3 – Lights and Lighted Signs for exceptions.
3. For added visibility, truck-mounted arrow boards or PCMS in caution mode may be used.
4. Arrow panels in caution mode are recommended for work on roads with posted speeds of 45 mph or greater and high traffic volumes, greater than 2000 average daily traffic (ADT).
5. Requirements for signing and devices are shown in Table 5-2, below.

**Table 5-2: Device and Signage Guidelines**

	Proximity to Edge of Traveled Way	
	More than 15 feet or behind Barrier or Guardrail	Less than 15 feet
Work in Place More than 1 Hour	Advance warning signs, devices, and flashing warning lights are optional.	One advance warning sign is required and two signs are recommended. Cone taper is required. Cones along the edge of traveled way are optional.
Work in Place Less than 1 Hour	Advance warning signs and devices are optional.	

**Sign Spacing and Buffer Lengths (feet)**

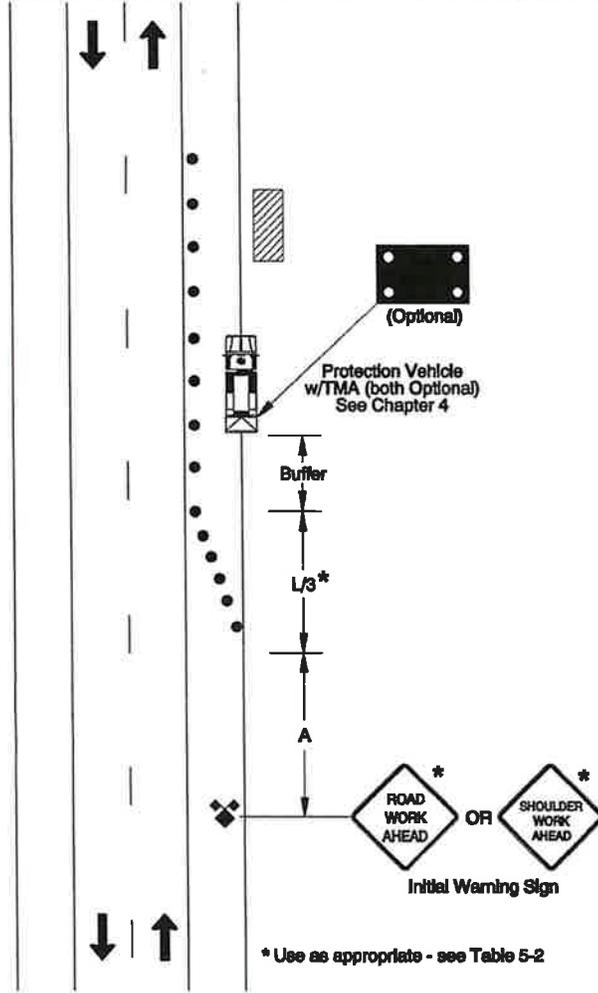
Posted Speed	Spacing Between Signs			"Buffer" Space
	A	B	C	
20				50
25	100	100	100	75
30				100
35				125
40				150
45				180
50	500	500	500	210
55				250
60				285
65	700	700	700	325
70				365

Shoulder Work

*OTF #41*  
*Permit #41*

Work on Shoulder

Diagram 210



September 2016

Chapter 5

Shoulder Work

Permit # ~~490~~  
OTF SA



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

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

The Bank of Eastern Oregon requires authorization from the Board of Commissioners to grant the Finance Director, Kevin Ince, the authority to administer County credit cards and perform ongoing maintenance of the VISA account. This would include ordering new cards, closing cards, issuing temporary increases/decreases or requesting BOC approved permanent increases, etc.

The Bank of Eastern Oregon also requires authorization from the Board of Commissioners to remove the temporary authority granted to previous County Administrator, Darrell Green, to administer County credit cards.

**2. FISCAL IMPACT:**

N/A

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

Motion to authorize Finance Director, Kevin Ince, to administer the Morrow County VISA cards with the Bank of Eastern Oregon and remove the temporary authority of Darrell Green.

Attach additional background documentation as needed.

**Kevin Ince**

---

**From:** Sabrina Bailey  
**Sent:** Thursday, June 30, 2022 3:03 PM  
**To:** Kevin Ince  
**Subject:** BOC Meeting-VISA Maintenance Authority  
**Attachments:** VISA Authority 7-06-22 cover sheet.pdf

Kevin,

I contacted Gina Jepsen with the Bank of Eastern Oregon regarding proper procedure to update our Visa card account. She explained we need to have minutes from a Board of Commissioner’s meeting authorizing the new Finance Director to be the account maintenance person with authority to open new cards, close existing cards, request temporary increase/decrease in spending limits, and requesting permanent increases.

She also mentioned minutes are required to remove the County Administrator’s temporary authority over the Visa cards.

I contacted Roberta about how to present this information to the Board. She directed me to the Agenda Cover Sheet, which I filled out with the information Gina shared with me. You will need to sign off on it and contact Roberta as to the next step. She has added it to the Consent Agenda for next week (07-06-22), so if we need to add more information, let me know and I will gather it. Once BOC approval is granted, we need to get a copy of the minutes to send to Bank of Eastern Oregon. Attached is a pdf of the cover sheet. If you need anything changed, let me know.

Here is Gina’s information should you have additional questions.

***Gina Jepsen***  
***Electronic Banking***  
***Bank of Eastern Oregon***  
PO Box 39  
Heppner OR 97836  
***Office-541-676-0201***  
***Fax-541-676-5541***  
*Email – [gjepsen@beobank.com](mailto:gjepsen@beobank.com)*  
*Email-e-banking@beobank.com*



An American Banker Top 200 community bank

Thank you!

**Sabrina Bailey Cave**

Accounting Clerk  
Morrow County Finance  
P.O. Box 867  
Heppner, OR 97836  
541-676-5617  
[sbailey@co.morrow.or.us](mailto:sbailey@co.morrow.or.us)





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

---

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

1. Discuss the temporary assignment of County Administrator duties.
2. Discuss process for hiring of intern county administrator.

May include assignment of County Admin liaison to specific county departments:

- Health Department
- Human Resources
- Administrative Department
- Juvenile Department
- The LOOP
- Emergency Management
- Finance
- Sheriff Office
- Veterans Affairs
- County Clerk Office
- County Assessor Office
- Treasurer Office
- Finance
- Planning Department
- Public Works
- Justice Court
- IT Services- Currently IMESD, Transitioning to City of Hermiston

**2. FISCAL IMPACT:**

Possibly working out of class impacts.

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

Attach additional background documentation as needed.



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: Tamra Mabbott
Department: Planning Department
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 7-05-22
Requested Agenda Date: 7-06-22

Oregon Trail Rodeo Land Use Applications

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:

Tamra Mabbott 7-05-22 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

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):**

See Attached Zoning Permit and Floodplain Development Permit to build a concrete dance floor. Applications were submitted by Oregon Trail Rodeo. County is landowner; applications require landowner signature.  
Fees for applications include \$75 for Zoning Permit and \$250 for floodplain development permit.  
Request is to waive the fees.

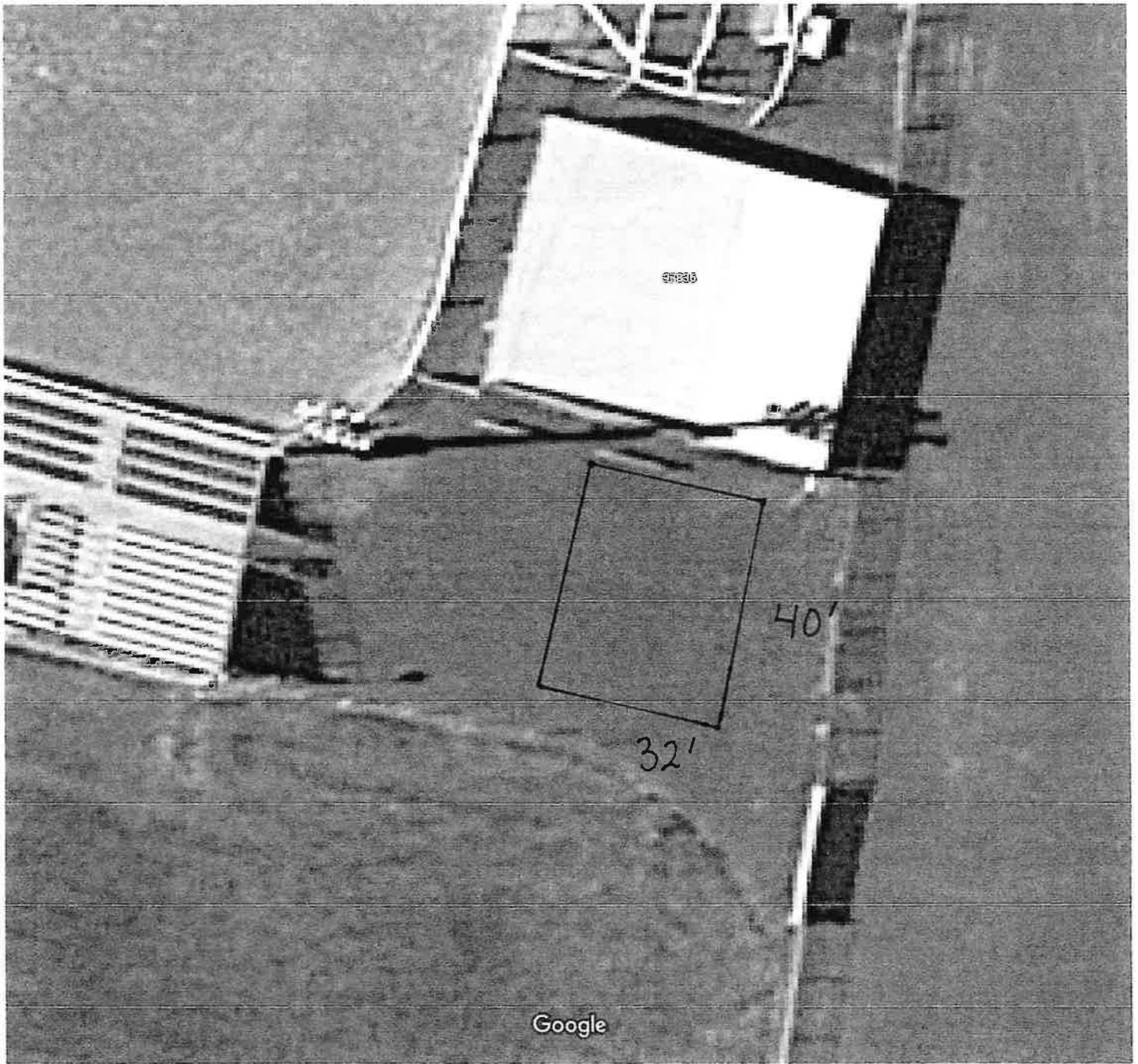
**2. FISCAL IMPACT:**

0

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

Sign the application forms.  
Waive the application fees.

Attach additional background documentation as needed.



Map data ©2022, Map data ©2022 10 ft

Oregon Trail Pro Rodeo  
Dance Floor



LAND USE APPLICATION  
Flood Plain Development Permit Application

Applicant: \_\_\_\_\_ Date Received : \_\_\_\_\_ Fee: \_\_\_\_\_

Name(s): Oregon Trail Pro Rodeo

Address: P.O. Box 113 Heppner, OR 97836

Phone 541-256-0217 E-mail address mcorodeo@hotmail.com

Legal Owner: (if different from applicant)

Name(s) Morrow County

Address: HWY 74 Heppner, OR 97836

Existing Property Description:

Township 2S Range 26E Section \_\_\_\_\_ Tax Lot(s) 4200

Zoning Designation EF

Located within an UGB? no If yes, which city? \_\_\_\_\_

General Location: Morrow County Fairgrounds / Spur Em' Barn

New Development or Alteration of an Existing Development? Concrete Dance Floor

Proposed Development	
Dimensions	
Dwelling(s)	
Garage	
Accessory Building	
Deck	
Driveway	
Agricultural Building	
Bridge	
Fill	
Other	<u>concrete slab approx. 32 x 40 ft.</u>
	<u>6" concrete slab</u>

## Requirements for All Development in the Floodplain

In addition to structural development, a permit for development in the flood plain includes, but is not necessarily limited to mining, dredging, filling, grading, excavating, roads, bridges, culverts, altering or relocating stream channels, storage of materials including gas or liquid storage tanks, and placement of water and septic/sewer systems.

---

1. Flood Insurance Rate Map (FIRM) information:  
Panel Number: 410173 Zone: X
  2. Elevation to mean sea level at proposed development site: \_\_\_\_\_ feet American Vertical Datum (NAVD) of 1988.
  3. Base Flood Elevation to mean sea level at proposed development site: \_\_\_\_\_ feet.  
The height of the base flood elevation can only be determined by an engineer, or architect which is authorized by law to certify flood elevation information.
- 

- n/a*
4. **Alteration or relocation watercourse:** If the development includes altering or relocating any watercourse please provide the following:
    - A description of the extent to which any watercourse will be altered or relocated as a result of the proposed development must e included. Is this description attached?
    - A description of the long term maintenance plan within the altered or relocated portion of the watercourse showing how the flood carrying capacity will not be diminished in included shall be included. Is this description attached?
    - Notification to adjacent communities, Department of Water Resources, Department of Land Conservation and Development Natural Hazards Coordinator, Department of State Lands, Federal Emergency Management Agency, and the Federal Insurance Administration is required prior to any alteration or relocation. Verification of the notification to these agencies or groups is required.

Are the required descriptions and notifications attached?
- 

- n/a*
5. **Adverse affect:** The proposed development cannot adversely affect the flood carrying capacity of the special hazard. To prove this, an analysis shall be done which includes, but is not necessarily limited to, the following:
    - Potential damage to adjacent properties because of rises in flood stages attributed to physical changes of the channel and the adjacent overbank areas; and
    - Potential danger to life and property due to increased flood heights or velocities; and
    - Potential danger that materials may be swept onto other lands or downstream to the injury of others.

Is a non-adverse affect analysis included?
- 

6. **Elevation Drawing:** In addition to the general elevation requirements, the following shall also be included for all proposed development within the floodplain:
  - Base Flood elevation;
  - Elevation of lowest floor including basement,

- Areas of ingress and egress of water through any structure,
- Elevation to which any structure will be flood-proofed (required to be 1 foot above base flood elevation),
- Elevation of water supply and sanitary facilities,
- Elevation of utilities including all heating and electrical equipment (furnace, water heater and electrical panel).

Is an elevation drawing included?

---

7. **Cross Section:** Submit a cross-section of any area of the development site (structure, driveway and/or septic) where filling or excavation will occur shown by an elevation drawing the water table, fill and development elevations.

Is a cross-section included?

---

8. **Are other Federal, State, or local permits required?**

n/a

- Department of State Lands/Corps of Engineers Removal Fill Permit?
  - Other (specify): \_\_\_\_\_
- 

Have all necessary agencies been contacted and their requirements met?

---

9. **Water and Septic/Sewer Utilities:** Will new or replacement water or septic/sewer facilities be required within the flood plain? If so, please complete the rest of this section.

n/a

- Attach documentation explaining how it is not practicable to locate the new or replacement water or septic/sewer utility outside the floodplain.
- Attach documentation explaining how the water supply system is designed to minimize or eliminate infiltration of flood waters into the system.
- Attach documentation explaining how the on-site septic system will be located to avoid impairment to it or contamination from it during flooding.
- Attach documentation explaining how the sewage system is designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.

Has the required documentation been attached?

---

10. **Non-Substantial Improvements:** Nonsubstantial improvements include alterations, additions, or improvements to existing structures that meet the following standards:

n/a

- If the cost of the proposed construction equals or exceeds 50 percent of the market value of the structure then the proposal is a substantial improvement and the applicable following sections shall be filled out. If not, the proposal is a non-substantial improvement and no more of this application is required to be filled out.

- What is the estimated market value of the existing structure: \$ \_\_\_\_\_
- What is the cost of the proposed construction: \$ \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_

Is this a Substantial Improvement or a Nonsubstantial Improvement?

---

n/a

11. **Residential Development** (substantial improvements) All residential development and non-residential development that will not be flood-proofed according to the next section below shall meet the following requirements.

- Proposed lowest floor elevation (including basement): \_\_\_\_\_ feet NAVD. This must be at least one foot above the base flood elevation for new residential development and substantial improvements to existing residential development. New manufactured homes or existing manufactured homes with substantial improvements shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at least one foot above the base flood elevation.
- Flood plain Elevation Certificate - A FEMA Elevation Certificate (Form No. 1660-0008) will be required to be filled out by a registered professional engineer or architect. This form is available at the Planning Department or on the FEMA website. If the permit application is approved a second Elevation Certificate will be required indicating the as-built elevations.
- Below the first floor: Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
  - A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
  - The bottom of all openings shall be no higher than one foot above grade.
  - Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

Please provide documentation showing how the proposed development meets or exceeds these requirements. If no documentation has been included by a registered professional engineer or architect showing please show how this standard will be met.

- Requirements of "Additional Standards" section below must also be met.

Has the Flood plain Elevation Certificate been submitted?

Has documentation been submitted showing how below the first floor requirements are met?

n/a

12. **Non-Residential Development** (substantial improvements) If non-residential development is proposed to be located higher than the base flood elevation rather than flood-proofed, use the residential section above.

- Elevation to mean sea level to which any non-residential structure will be flood-proofed: \_\_\_\_\_ feet American Vertical Datum (NAVD). This has to be at least to the level of the base flood elevation.
- Certification by a registered professional engineer or architect that proposed flood-proofing meets the following flood-proofing criteria:
  - The development is flood-proofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water.
  - The development will have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- Requirements of "Additional Standards" section below must also be met.

Has the Flood Proofing Certificate been submitted?

13. **Additional Standards** The standards included below are for all new construction and substantial improvements.
- Anchoring. Development shall be anchored to prevent flotation, collapse, or lateral movement of the structure. For manufactured homes anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Any alternative method of anchoring may involve a system designed to withstand a wind-force of ninety (90) miles per hour, or greater.
  - Construction Materials and Methods. All new development shall be constructed with materials and utility equipment resistant to flood damage and using methods and practices that minimize flood damage. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- Has documentation describing the proposed anchoring been submitted?
- Has documentation describing the construction materials and methods been submitted?

14. **Acknowledgment:** By signing this application I/we have read and understand the following:

I/we agree that all such work shall be done in accordance with the requirements of the Morrow County Flood Hazard Overlay Zone as approved through this permit and with all other applicable local, State and Federal regulations. The degree of flood protection required by the Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations.

Signed: Judy Healy 7/12/2022  
 \_\_\_\_\_ Applicant OTPR Secretary Date Applicant (if applicable) Date

Signed: \_\_\_\_\_  
 \_\_\_\_\_ Owner (if applicable) Date Owner (if applicable) Date

If this application is not signed by the property owner a letter authorizing signature by the applicant must be attached.

**This section is to be completed by the Planning Department Staff:**

**15. PLAN REVIEW DECISION**

\_\_\_\_\_ The application for the proposed development is complete and the development is in conformance with applicable flood plain management standards. The permit is approved.

\_\_\_\_\_ The application for the development is incomplete and is returned to the applicant to provide needed information The application is returned. (An explanation is attached.)

\_\_\_\_\_ The proposed development is not in conformance with applicable floodplain management standards. The permit is denied. (An explanation is attached.)

Planning Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Morrow County Planning Department  
P.O. Box 40, Irrigon Oregon 97844  
(541) 922-4624 FAX: (541) 922-3472**



# LAND USE APPLICATION ZONING PERMIT

File \_\_\_\_\_ Number \_\_\_\_\_ Date Received \_\_\_\_\_ Date Deemed Complete \_\_\_\_\_  
Fee \_\_\_\_\_

**Applicant / Contractor:** Name(s) Oregon Trail Pro Paved

Mailing Address P.O. Box 113 Heppner, OR 97836

Phone 541-256-0217 E-mail address mcorades@hotmail.com

**Legal Owner** (if different from applicant):

Name(s) Morrow County

Address HWY 74 Heppner, OR 97836

**Property Description:**

Township 25 Range 26E Section \_\_\_\_\_ Tax Lot 4200 Zoning Designation EF

Physical Address Morrow County Fairgrounds / Spur Em' Barn

Located within a UGB? no If yes, which city? \_\_\_\_\_ Legal Access \_\_\_\_\_

Subdivision/Partition n/a Lot Width \_\_\_\_\_ ft Lot Depth \_\_\_\_\_ ft

Size of Parcel \_\_\_\_\_ acres Size of Tract \_\_\_\_\_ acres

Proposed Set Backs: Front \_\_\_\_\_ ft Side \_\_\_\_\_ ft Side \_\_\_\_\_ ft Rear \_\_\_\_\_ ft

Proposed Structures:	1.	_____	Sq Ft _____	Bdrms _____	Baths _____
	2.	_____	Sq Ft _____	Bdrms _____	Baths _____
	3.	_____	Sq Ft _____	Bdrms _____	Baths _____

**Plot Plan:** Attach a plot plan showing where on the lot the structures will be located. Identify set backs, existing structures, location of access, septic system, drainfield, and well if applicable. The drawing does not need to be to scale.

**Certification:** I, the undersigned, acknowledge that I am familiar with the standards and limitations set forth by the Morrow County Zoning and Subdivision Ordinance. I propose to meet all standards set forth by the County's Zoning and Subdivision Ordinance and any applicable State and Federal regulations. I certify that the statements and information provided with this application are true and correct to the best of my knowledge.

Signed: Judy Healy \_\_\_\_\_  
(Applicant/ Contractor) OTPR Secretary (Legal Owner)

Printed: Judy Healy \_\_\_\_\_  
(Applicant/ Contractor) (Legal Owner)

If this application is not signed by the property owner, a letter authorizing signature by the applicant must be attached.

Planning Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

(541) 922-4624 FAX: (541) 922-3472

Distribution:  Planning Department - Original  Assessor's Office - Copy  Building Department  
 Port of Morrow  Owner  Applicant  Building Official

S:\Planning\FORMS and Checklists\Applications and Procedures Forms\2021 Updates\Filable Applications\ZoningPermit.wpd

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## Morrow County Sheriff's Office - Monthly Stats 2022

Incident	Jan	Feb	March	April	May	June
Alarms	12	9	14	11	14	17
Animal Complaint	21	28	20	25	27	37
Agency Assist	17	19	24	13	19	21
Assaults	2	5	3	3	1	1
Burglary	2	3	1	3	5	4
CHL	37	36	38	39	44	29
Citizen Assist	21	8	16	16	18	10
Civil Service	23	54	49	53	62	61
County Code Calls	6	9	31	34	12	7
Heppner area	0	0	2	4	1	4
Irrigon area	6	9	28	26	8	3
Bdmn area	0	0	1	2	1	0
lone/Lex area	0	0	0	2	2	0
Death Investigation	3	3	2	2	1	4
Disturbance	9	12	16	3	10	10
Dog	36	31	36	49	39	35
Driving Complaints	64	50	69	74	104	77
Drunk/Impaired Driver	0	3	3	1	1	3
EMS	20	7	6	7	7	7
Hit & Run	3	5	5	2	3	3
Juvenile Complaints	7	13	18	13	19	17
Motor Vehicle Crashes	22	6	3	12	12	12
RV Code	0	0	0	0	0	0
Suicidal	2	3	3	0	5	5
Suspicious Activity	20	15	28	31	38	29
Theft	12	7	11	13	13	14
Trespass	6	6	7	16	10	11
Traffic Stops - Cite	65	45	67	57	48	57
Total Traffic Stops	171	214	210	175	129	176
UUMV-Stolen vehicle	9	3	4	6	3	4
Welfare Check	21	13	15	17	16	12
<b>Totals</b>	<b>611</b>	<b>607</b>	<b>699</b>	<b>675</b>	<b>660</b>	<b>663</b>
Other Misc. Incidents	713	800	830	685	730	783
<b>Total # of Incidents</b>	<b>1324</b>	<b>1407</b>	<b>1529</b>	<b>1360</b>	<b>1390</b>	<b>1446</b>
Felony Arrests	11	10	7	11	8	7
<b>Total # of Arrests</b>	<b>30</b>	<b>29</b>	<b>32</b>	<b>30</b>	<b>17</b>	<b>27</b>
<b>Total # M-110 Citations</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>

**District Attorney's Quarterly Report – No report submitted**

7/1/2022

### Morrow County Fair Report:

- 🐾 We ended up with a good number of sponsors for fair this year, and Lamb Weston as gate sponsor, fair will be FREE to the public!
- 🐾 We are still working on getting a few entertainment things lined up but we have live music set for Wednesday and Thursday night and also Thursday & Friday afternoon. Tillamook will sponsor the ice cream social with the fair board serving. A final schedule of events should be out soon.
- 🐾 Premium books are being printed through the Heppner Gazette this year and should be delivered the last week of June. The board and I will get those delivered around the county.
- 🐾 Clean-up/set-up day is scheduled for August 6<sup>th</sup>. We are possibly looking at doing a lunch afterwards and working on getting Lamb Weston to bring in their fry trailer for that!
- 🐾 A few of the 4H highlights:
  - New 4H agent has been hired: Macy Goodwin (Gibbs) has taken the position
  - Spring Weigh-in was held on June 12
- 🐾
- 🐾 Our next fair board meeting is scheduled for July 13<sup>th</sup>.
- 🐾 We will be purchasing a new tarp to hang in the Wilkinson Arena for the show/auction ring current one has been there for a number of years and is looking worn
- 🐾 Plans to purchase new tables for our small animal cages to set on.
- 🐾 We are still working on our upgrade plans and will continue to work on that slowly throughout the next few months with picking it up more in September
- 🐾 The board has plans on attending upcoming parades in Irrigon, Boardman & Ione.

Fair Dates for 2022: August 15-20



June 15, 2022

Morrow County Board of Commissioners  
PO Box 788  
Heppner, OR 97836

RE: Morrow County Amazon Grant

Dear Commissioners:

Thank you for your generosity in allocating a portion of the Amazon grant to InterMountain ESD. The gift is truly appreciated and will be used for improvements to infrastructure and programming. We are grateful to have Morrow County as a collaborative partner in serving students and families. These resources will allow us to continue to provide quality services and innovative programs in Morrow County School District and Lone School District.

Sincerely,

Merle Comfort  
Board Chair

Mark S. Mulvihill, Ed.D  
Superintendent

## MISSION

To provide outstanding customer service to our school districts in four areas: special education, technology, school improvement, and administrative services.

## VISION

IMESD strives to ensure the success of every child by providing equitable services to close the opportunity gap. We are committed to the values of antiracism and multiculturalism.