



PLANNING DEPARTMENT

P.O. Box 40 • Irrigon, Oregon 97844
(541) 922-4624 or (541) 676-9061 x 5503
FAX: (541) 922-3472

AGENDA

Morrow County Planning Commission

Tuesday, June 30, 2026, 6:00 pm

Bartholomew Building, Heppner, OR

[For Electronic Participation See Meeting Information on Page 2](#)

Members of the Commission

Stacie Ekstrom, Chair

John Kilkenny, Vice Chair

Norma Ayala

Brian George

Stephen Henthorn

Karl Smith

Tripp Finch

Brian Thompson

Elizabeth Peterson

Members of Staff

Tamra Mabbott, Planning Director

Stephen Wrecsics, GIS Analyst

Michaela Ramirez, Administrative Assistant

George Cress, Principal Planner

Clint Shoemake, Planning Technician

Kaitlin Kennedy, Code Compliance Planner

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Minutes:** (Draft) April 28, 2026 [pg. 7-11](#)
5. **Public Hearings** to begin at 6:00 PM (COMMISSION ACTION REQUIRED)
 - I. **Continued from April 28, 2026. Morrow County Comprehensive Plan and Zoning Ordinance Amendment TSP-164-26, Tower Road Interchange Area Management Plan (IAMP) Adoption.** This hearing is to adopt the Tower Road Interchange Area Management Plan (IAMP). The adoption includes proposed amendments to the Morrow County Comprehensive Plan, adoption of the IAMP Overlay Zone (IAMP-O, Section 3.125) into the Morrow County Zoning Ordinance, and a Zoning Map Amendment to apply the IAMP Overlay Zone to the Tower Road Interchange area. [pg. 13-359](#)
 - II. **Conditional Use Permit CUP-S-398-26: Aaron Platt, Liberty School LLC, Applicant and Property Owner.** The applicant is requesting approval of a Home Occupation Conditional Use Permit to allow the operation and storage of firearms and firearm accessories incidental to off-site business activities. The subject property is identified as Tax Lot 701 of Assessor's Map 3S25E. The parcel is zoned Exclusive Farm Use (EFU) and is located outside the City of Heppner's Urban Growth Boundary (UGB). Approval criteria include Morrow County Zoning Ordinance (MCZO) Article 3, Section 3.010 (Exclusive Farm Use), and Article 6, Section 6.050.G (Standards Governing Conditional Uses—Home Occupations). [pg. 361-377](#)

- III. **Amendment of a Proposed Change to the Comprehensive Plan or Land Use Regulation, AC-168-26: Diane Kilkenny, Applicant and Property Owner.** The applicant is requesting approval of a proposed change to the Comprehensive Plan or Land Use regulation to allow development of an aggregate rock quarry on a parcel zoned Exclusive Farm Use (EFU) located in south Morrow County. The proposed aggregate quarry site is approximately forty-three acres in size and is part of a larger 4,539-acre parcel. The subject property is identified as Tax Lot 1300 of Assessor's Map 2S28E Section 21. Approval criteria include Morrow County Zoning Ordinance (MCZO) Exclusive Farm Use Zone, Article 3, Section 3.200, Significant Resource Overlay Zone, SRO, (C) Aggregate and Mineral Sites.
- pg. 3379-414

6. **Other Business:**
7. **Correspondence:**
I. June Monthly Update pg. 416-427
8. **Public Comment:**
9. **Adjourn**

Next Meeting: Tuesday, July 28, 2026, at 6:00 p.m.
Location: Morrow County Government Center, Irrigon, OR

ELECTRONIC MEETING INFORMATION

Morrow County Planning is inviting you to a scheduled Zoom meeting. Topic: Planning Commission
Time: June 30, 2026, 6:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/6554697321?pwd=dFMxR2xlaGZkK1ZJRFVrS1Q0SmRxUT09&omn=84249165172>

Meeting ID: 655 469 7321

Passcode: 513093

Find your local number: <https://us02web.zoom.us/j/6554697321?pwd=dFMxR2xlaGZkK1ZJRFVrS1Q0SmRxUT09&omn=84249165172>

Should you have any issues connecting to the Zoom meeting, please call 541-922-4624. Staff will be available at this number after hours to assist.

This is a public meeting of the Morrow County Planning Commission and may be attended by a quorum of the Morrow County Board of Commissioners. Interested members of the public are invited to attend. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours before the meeting to Tamra Mabbott at (541) 922-4624, or by email at tmabbott@morrowcountyor.gov.

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Draft Minutes of the Public Meeting of the Morrow County Planning Commission

Tuesday, April 24, 2026, 6:00 pm

Morrow County Government Center

215 NE Main Ave, Irrigon, OR

(Meeting was held in person in Irrigon and through video conference via Zoom)

Morrow County Planning Commissioners Present: John Kilkenny, Norma Ayala, Stacie Ekstrom, Stephen Henthorn, Brian George

Attendance via Zoom:

Excused Absent: Commissioners Karl Smith, Brian Thompson, Tripp Finch, Liz Peterson

Morrow County Staff Present: Director Tamra Mabbott, Kaitlin Kennedy, Code Compliance Planner, Michaela Ramirez, Administrative Assistant, George Cress, Principal Planner, Clint Shoemake, Planning Technician

Morrow County Staff Attendance via Zoom: Stephen Wrecsics, GIS Analyst

Call to Order- Meeting was called to order at 6:00 PM by Chair Ekstrom

Roll Call

Pledge

Approval of Minutes: Chair Ekstrom asked if there were any amendments that needed to be made to the March minutes. There were none; the minutes were accepted as presented.

PUBLIC HEARINGS:

Presented by: Tamra Mabbott, Planning Director, and Kaitlin Kennedy, Compliance Planner

- I. **Morrow County Comprehensive Plan and Zoning Ordinance Amendment TSP-164-26, Tower Road Interchange Area Management Plan (IAMP) Adoption.** This hearing is to adopt the Tower Road Interchange Area Management Plan (IAMP). The adoption includes proposed amendments to the Morrow County Comprehensive Plan, adoption of the IAMP Overlay Zone (IAMP-O, Section 3.125) into the Morrow County Zoning Ordinance, and a Zoning Map Amendment to apply the IAMP Overlay Zone to the Tower Road Interchange area.

Chair Ekstrom asked if any Commission Members wished to abstain, declare a conflict of interest or bias, or have participated in ex parte contact? There were none.

Chair Ekstrom asked if any person in the audience wished to request that a member of the commission abstain, or declare a conflict of interest or bias, or disclose ex parte contact with a member of the commission?

Jonathan Tallman asked if anyone had a Non-Disclosure agreement; they should speak up now so that there would be no mistakes, as in previous meetings.

Director Mabbott: made it clear to the Chair that her staff had not signed a non-disclosure agreement.

Jonathan: claimed that Clint Shoemake had signed one with Amazon.

Clint Shoemake: responded that it was not applicable to his current job and didn't believe that it was still in effect.

Counsel Dan: explained that it wasn't a relevant matter to the approval criteria for this land use matter. Unless there was an ex parte contact, conflict of interest, or bias. He asked if anyone had a conflict of interest in the matter. He explained that this was a legislative matter, and the only thing that pertains in terms of disclosures is conflicts of interest. He then asked if anyone had a direct financial stake in the outcome of the matter. He also stated that if at any time someone had signed a Non-Disclosure agreement, it was a personal matter and not relevant to this matter, even if it was an ex parte and biased contact.

Jonathan Tallman: responded that it was an obstruction of justice.

Dan: said he didn't believe it was in this particular matter, and he could take it up with the County's Board of Commissioners or his lawyer. He recommended not taking up too much discussion about the irrelevant issue.

Commissioner Kilkenny: said he had signed a couple of Non-Disclosure agreements for the projects, but he didn't see where it was pertinent to the issue.

Jonathan: responded that he would demonstrate its relevance to this matter because it was so layered and people weren't aware of what they were signing. 9:20 He claimed that the language was changed in minutes and transcripts, which could alter the context of how things were viewed.

Chair Ekstrom: thanked Jonathan for his questions and asked for the staff report.

Kaitlin: read the staff report. She asked the Chair if the six exhibits submitted could be added to the record.

Chair Ekstrom asked for a motion to add exhibits to the record.

Motion: to add Exhibits one through six to the record.

Motion by: Commissioner Henthorn

Seconded by: Commissioner Ayala

Vote: All voted

Action: Unanimously Approved

Director Mabbott: said that she and the staff wanted to make a recommendation to continue the hearing for several reasons, primarily because there were late comments submitted. She wanted to make sure everyone had time to read through the material, and staff would like to meet with the consultant, Kittelson, the Oregon Department of Transportation, and Transportation Advisory Committee members to resolve technical questions regarding the implementation of the Overlay Zone. 13:30

Testifying Parties:

Kristine Connolly, Associate Engineer, Kittleson & Associates,
 Teresa Penigar, Oregon Department of Transportation, Region 5, La Grande, OR
 Jonathan Tallman, 706 Mount Hood, Boardman, OR
 Randy Baker, 70251 Pioneer Lane , Boardman, OR
 Megan Lin, Perkins Cooie, 1120 Coos St, Portland, OR
 Barrett Dash, 280 NW Washington Ave, Irrigon, OR

Kristine: read through the I-84 Exit 159 Tower Road Interchange Area Management Plan PowerPoint.

Chair Ekstrom asked the Commission members if there were any questions or comments for the Staff/Applicant.

Commissioner Ayala: asked what the heights of the proposed street lights were.

Kristine: responded that accommodation would be made for oversized loads and any restrictions surrounding the airport

Commissioner George: Why was the roundabout considered safer than the traffic settings.

Kristine: responded that a roundabout has all right turns, as opposed to a traffic signal having left turns and opposing traffic.

Director Mabbott: announced that she and Kaitlin had a meeting with Kristine and Teresa about the comments submitted. Both Kristine and Teresa were on board with continuing the hearing.

Commissioner Ayala: Which Interchange Area Management Plan option was preferred.

Kristine: said that what she had presented were phases of the preferred option, in which each of the options had a roundabout concept, and they were looking at this as a twenty-year horizon. 39:07

Teresa: explained the process for adoption of the plan. The Interchange Area Management Plan will be presented to the County Board of Commissioners for adoption; then it will be presented to the Oregon Transportation Commission for a final decision.

Chair Ekstrom asked if there were any additional questions.

Commissioner George: asked which of the options takes the least amount of time and how disruptive it would be.

Kristine: responded that the options presented were to accomplish the project in stages, which would help spread out the cost. She said Option One would take the least amount of construction, Option Two and Three have roundabouts to support development north of I-84. She thought it was really early in the process to be able to determine which option would take the least amount of time.

Commissioner Kilkenny: asked how the area of the interchange would function during the construction.

Teresa: responded that it would be worked out before they began.

Commissioner Kilkenny: commented that the time frame would be for construction of everyone's concern.

Chair Ekstrom asked if there were any additional questions.

Commissioner Henthorn: wanted to make it clear that funding had not been identified yet for this project.

Chair Ekstrom: responded that it was correct.

Chair Ekstrom opened the public testimony. She asked for any neutral or opposed questions or testimony, with a limit of five minutes.

Jonathan: pointed out that he wanted it in the record that the County had funded a large acre project and that he had just forwarded the email to Tamra.48:13 He wanted to note that the project already had water available. He stated that Commissioner Ayala had a conflict of interest with the project because she worked with the City of Boardman.

Commissioner Ayala: replied that she no longer worked for the city.

Jonathan: spoke about page 219 in the packet. He then mentioned that the City of Boardman had sold property to an undisclosed developer for a substation. He included photos in one of the three exhibits that he submitted. He stated that Morrow County had already approved it. He also stated that his submittals were not part of the record, and this is where he felt it was obstruction of justice. He said he had just emailed the information to Tamra. 50:13

Randy: shared safety information about the roundabouts. He asked if the roundabouts were going to cause a problem delivering materials and equipment. He also asked if the County was the entity that was responsible for the pipes going in on Kunze Lane.

Chair Ekstrom responded no.

Chair Ekstrom asked if there were any additional questions.

Megan: spoke on behalf of Amazon Data Services, which owns property within the proposed Interchange Area Management Plan overlay zone. She stated that they couldn't tell what the permitting process was, what the standards would be to achieve compliance, and that is why

they submitted a comment letter.

Chair Ekstrom asked if there were any additional comments.

Barrett: asked where the funding would come from. He agreed with Jonathan on the point that whoever brought the growth should pay for the growth. He then asked what was going to be the deciding factor as to which option would be chosen, what was going to happen to the water impact, what about zones being changed, does Oregon Department of Transportation had any projected data on the traffic flow from here to 20 years from now, how was this going to affect the overall growth of Morrow County, and what is the impact to the Tower Road development, other data centers, powerlines, what environmental impact studies have been done, if not why not. 1:00

Chair Ekstrom asked if there were any additional comments.

Commissioner George: asked if Amazon was responsible for any new road construction costs, how many data centers we were going to have, and how this would affect our water and electric bills as citizens.

Director Mabbott: responded that when the department received data center applications, we require a traffic impact analysis. The planner will then assess the impacts of that particular development. If there are impacts, then mitigation will be required, also known as conditions of approval. The last five data centers were required to submit a traffic study. The Planning Department also has the ability to approve regional mitigation projects according to our code. The county has a traffic engineer of record to review these studies. She went on to explain that she and the Board of Commissioners have planned a work session to look over data center limits and the permitting process. She announced that the state has created a Data Center Advisory Committee because it is currently a state-wide topic.

Commissioner Henthorn: asked if there was an established baseline of what the traffic study looked like and if it would be monitored continuously.

Director Mabbott: responded yes.

Commissioner Henthorn: asked if we could attest to accountability for the increase in traffic in these large developments.

Director Mabbott: thought it would be very easy to prove. That's what each individual Traffic Impact Analysis did. Kristine and her team made many assumptions about what the 20-year growth horizon would be based on.

Barrett: asked if there was any consideration for an impact tax for the larger vehicles. Also pointed out that out-of-state vehicles don't pay road taxes, and had Morrow County taken into consideration of such a tax.

Commissioner Kilkenny: told Barrett that at the last meeting, a very detailed overview was presented about the subject.

Chair Ekstrom closed the public hearing and announced that it would be continued to June 30th.

Recommended Action: to continue Morrow County Comprehensive Plan and Zoning Ordinance Amendment TSP-164-26, Tower Road Interchange Area Management Plan (IAMP) Adoption, with exhibits one through six.

Motion: To continue Morrow County Comprehensive Plan and Zoning Ordinance Amendment TSP-164-26, Tower Road Interchange Area Management Plan (IAMP). This meeting will take place at 110 N Court St, Heppner, OR, 97836

Motion by: Commissioner Kilkenny

Seconded by: Commissioner Henthorn

Voting: All members voted yes.

Action: to continue the meeting on June 30th, at the Bartholomew Building, 110 N Court St, Heppner, OR.

Presented by: George Cress, Principal Planner, and Kaitlin Kennedy, Compliance Planner

- II. Planning Commission Work Session.** This work session will be an active discussion among commission members and staff about commercial trucking businesses operating in residential zones. The public is welcome to listen, but public testimony will not be invited.

Kaitlin read her Memo to the Planning Commission.

Points brought up during discussion:

Temporary use permits were granted as a short-term solutions.

The City of Irrigon appealed a home occupation permit, which was reversed.

Staff concerns regarding the status of the current permits.

Staff presented options for extending the existing permit process:

Option-One, to accept the Oregon Land Use Board of Appeals decision, which would result in home occupation permits no longer being renewed.

Option Two: amend and revise the current code language- limit the number of trucks.

Option Three- amend the county comprehensive plan to establish an overlay zone permitting small family-operated trucking businesses, specifically for West Glen neighborhood.

Further discussion made by the Commission:

The Commission could add stipulations to the overlay zone where several residents with temporary permits reside.

Most of West Glen is in the Urban Growth Boundary.

Neighbor complaints about the trucks.

Number of years decided on, in the original permits issued.

The permits that were approved were against the code.

Could the businesses be limited to the number of months they could operate throughout the year?

Some of the businesses currently run all year.

Using a fenced area to park trucks.

The City of Boardman has allowed trucks to park for 72 hours, within in City Limits.

Removing West Glen residents from the Urban Growth Boundary.

Rezoning an Urban Growth Boundary area would need City and County approval.

Four of the eighteen businesses have only two or fewer trucks and would only qualify for the zone change suggestion.

Expedite the process for those landowners whose permits cannot be renewed and make it a corrective action plan.

Safety is a concern for businesses in a neighborhood.

Suggestion for next meeting:

It was requested that staff come back with draft code language for Option Two in June's meeting.

Other Business:

Correspondence: April Planning Update

Public Comment:

Nancy Cano, 220 W Oregon Ave, Irrigon, OR 97844, a neighbor and herself, submitted a letter of suggestions. Her concern was that children and pets walk around a lot of the time on the streets in front of their homes.

Ronda Riley, 255 NW Oregon Ave, Irrigon, OR, gave an idea of what kind of traffic was in her neighborhood, and there are no sidewalks. Complained about the neighbor revving the engine of his semi. She felt their complaints weren't taken into consideration. She felt that their neighborhood was being forced to live with this business.

Jonathan Tallman, Boardman, OR, spoke on property being taken and obstruction of justice. He also wanted to add an article to the record. He stated that he shared a solution with Kaitlin, and it wasn't shared in the work session. He stated that those who create the growth should pay for the growth.

Randy Baker, 70251 Pioneer Lane, Boardman, OR, asked if there was a zoning that would allow the truck parking and if a zone could be changed specifically for the truck businesses. He said he made an offer for community wells. He also spoke on the longevity and continuity of a Board and their actions. He owns a nine-acre parcel that may be able to solve the trucking issue.

Margarita Calvillo, 70190 Summit Lane, Boardman, OR, spoke on her dad's Conditional Use Permit. She spoke about the number of trucks they owned and what type of commodities they hauled. She said that the language in the code was very vague and felt that their trucks were following the rules. She stated that we were in a rural area, and so the trucks were essential to the area farmers. Her parents always warned her and her siblings as kids to be very careful around the area they lived in because of the type of surrounding traffic.

Aaron Palmquist, He felt that the Commission should be clear when making a decision and how it affects the community. He gave some examples of what they did in 2017 with farm animals. He suggested taking into consideration how much property there really is in a parcel for their animals. He said that the county and the Port of Morrow should use some non-discretionary funds to help fix the problem and help the truckers get to yes. He suggested going ahead with the Interchange Area Management Plan.

Adjourned: Meeting adjourned at 8:47 PM

Next Meeting: Tuesday, June 30, 2026, at 6:00 p.m. The next meeting will be held in Heppner, OR, at the Bartholomew Building.

Respectfully submitted,

Michaela Ramirez

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P.O. Box 40 • 215 NE Main Ave. Irrigon, Oregon 97844
(541) 922-4624 • www.morrow.or.us/planning

June 23, 2026

MEMO

TO:

FROM:

RE:

KWK Morrow County Planning Commission
Kaitlin Kennedy, Compliance Planner; Tamra Mabbott, Planning Director *TJM*
To amend and update Chapter 12, Transportation Element, of the Morrow County Comprehensive Plan, adopt the I-84 Exit 159 Tower Road Interchange Area Management Plan (IAMP), amend Morrow County Zoning (MCZO) Section 3.125 to add the Interchange Area Overlay Zone, and, amend the Zoning Map to include the Tower Road IAMP Area.

The Planning Commission conducted an initial adoption hearing on April 28, 2026. During the hearing, questions and comments were raised regarding access management requirements and permitting procedures for development within the proposed overlay zone. In response, the Planning Commission continued the hearing to June 30, 2026, to allow additional time for staff and project partners to review and refine the implementation language. The revisions were intended to improve clarity, ensure consistent interpretation of the regulations, and clearly identify applicable precedent conditions associated with future development proposals. After multiple internal and external meetings with stakeholders, a revised MCZO is attached for Planning Commission consideration.

The proposed amendments to the Morrow County Transportation System Plan (TSP) will formally adopt the Interchange Area Management Plan (IAMP) for the I-84 Exit 159/Tower Road Interchange. The adoption also includes amendments to the Morrow County Zoning Ordinance (MCZO) to establish Section 3.125, the Interchange Access Management Plan Overlay Zone (IAMP-O), and adoption of an overlay zone to implement the adopted plan within the interchange area of influence.

Background: The IAMP was developed over an approximately eighteen-month period through a coordinated planning effort involving Morrow County, the Oregon Department of Transportation (ODOT), Kittelson & Associates, and local and regional stakeholders. The planning process included a comprehensive review of existing traffic operations, safety conditions, freight movement needs, and anticipated future growth within the interchange influence area.

The study area is expected to experience continued industrial, commercial, and Port-related development, creating the need for a coordinated long-term transportation strategy. The IAMP identifies transportation strategies and infrastructure improvements necessary to maintain acceptable levels of service, preserve the operational integrity of the interchange and surrounding transportation network, and support regional economic development and land use objectives.

Implementation of the IAMP will include adoption of the Tower Road Interchange Access Management Plan Overlay Zone, codified as MCZO Section 3.125. The proposed amendments focus primarily on Goal 12 (Transportation) of the Morrow County Comprehensive Plan and the Morrow County Zoning Ordinance. Together, these amendments establish a framework for implementing the IAMP Overlay Zone for the I-84 Exit 159/Tower Road area and provide a model for future interchange area management plans within the county.

The proposed amendments include a Comprehensive Plan Amendment, incorporation of the Tower Road IAMP into the County TSP, and adoption of the IAMP Overlay Zone to implement the plan within the interchange area of influence. The Overlay Zone would be added to the MCZO and would establish the standards and regulations necessary to implement the recommendations of the Tower Road IAMP.

Additional revisions are proposed to integrate the IAMP Overlay Zone into the County's zoning and development review framework. These revisions include updates to zoning district regulations, supplemental standards addressing access management within interchange influence areas, and development permit procedures. The amendments establish application requirements, approval criteria, precedent conditions, and site plan review provisions applicable to development proposed wholly or partially within the overlay zone.

The proposed regulations will require Transportation Impact Analyses (TIAs) for development within the overlay zone to ensure transportation impacts are appropriately evaluated and mitigated in a manner consistent with the adopted IAMP. The amendments also direct the County to consider the establishment of transportation funding mechanisms, including a fee-in-lieu program, System Development Charges (SDCs), or other cost-sharing approaches, to help fund transportation improvements identified in the plan.

Recommendation – Planning Commission recommendation to the Board of Commissioners:

Option 1:

The Morrow County Planning Commission recommends that the Board of Commissioners adopt the following: the Interchange Area Management Plan (IAMP) for the I-84 Exit 159/Tower Road Interchange, amendments to the Morrow County Zoning Ordinance (MCZO) to establish Section 3.125, the Interchange Access Management Plan Overlay Zone (IAMP-O), and to adopt the overlay zone map amendment.

Option II:

The Morrow County Planning Commission recommends that the Board of Commissioners adopt the following: the Interchange Area Management Plan (IAMP) for the I-84 Exit 159/Tower Road Interchange, amendments to the Morrow County Zoning Ordinance (MCZO) to establish Section 3.125, the Interchange Access Management Plan Overlay Zone (IAMP-O), and to adopt the overlay zone map amendment with changes recommended and approved by the Planning Commission during the hearing.

Please refer to the full IAMP document and supporting materials available on the Morrow County Planning website for additional detail. www.morrowcountyor.gov/planning/page/tower-road-2025-iamp. Materials included in the packet can be accessed at <https://morrowcoor.portal.civicclerk.com/event/1440/files>.



Preliminary Findings of Fact
Morrow County
Tower Road Interchange Area Management Plan
Comprehensive Plan Amendment, Zoning Ordinance Amendment and Zoning Map Amendment
TSP-164-26

REQUEST: To amend and update Chapter 12, Transportation Element, of the Morrow County Comprehensive Plan, adopt the I-84 Exit 159 Tower Road Interchange Area Management Plan (IAMP), amend Morrow County Zoning (MCZO) Section 3.125 to add the Interchange Area Overlay Zone, and amend the Zoning Map to include the Tower Road IAMP Area.

APPLICANT: Morrow County
P.O. Box 40
Irrigon, OR 97844

LOCATION: Area of Influence of the I 84 Exit 159, Tower Road Interchange and affected areas located wholly and partially within the Overlay Zone. See Figure 1. Interchange Influence Area

I. SUMMARY OF APPLICATION AND PROCESS:

The Morrow County Transportation System Plan (TSP) was originally adopted in 1997 as part of the County's Comprehensive Plan in accordance with Oregon Revised Statutes and the Oregon Transportation Planning Rule (TPR). The TSP was last updated in 2021 to include a minor update to the transit section. The TPR provides a framework for coordinating transportation and land use planning by supporting the development of future transportation facilities, protecting the function and operation of existing and planned transportation systems, coordinating land use decisions with transportation impacts, and promoting safe and convenient pedestrian and bicycle travel.

As transportation planning requirements evolved, Interchange Area Management Plans (IAMPs) were developed as an extension of the TSP process. IAMPs are intended to preserve the long-term safety, capacity, and operational efficiency of key highway interchanges while providing guidance for surrounding land use and development. IAMPs also preserve the safety, capacity and operational efficiency of local roadways.

SUMMARY OF PROPOSAL:

The proposed amendments include a Comprehensive Plan Amendment, adding the Tower Road IAMP to the County TSP, and adoption of an overlay zone to implement the plan within the interchange area of influence. The Overlay Zone would be an addition to the MCZO and includes guidelines and regulations necessary to implement the Tower Road Interchange Area Management Plan (IAMP). The amendments incorporate recommendations developed through a collaborative planning effort involving Morrow County, the Oregon Department of Transportation (ODOT), Kittelson & Associates, and members of the project's Public Advisory Committee and Technical Advisory Committee.

The proposed regulations are intended to guide future development within the interchange area, protect the function and long-term operational integrity of the Tower Road interchange and surrounding transportation corridor, and ensure consistency between transportation planning objectives and future land use decisions.

For additional background, see attached memo dated April 16, 2026, to the Planning Commission.

A comprehensive summary of the proposed MCZO amendments is contained in the Urbsworks Implementing Ordinance Draft for the I-84 Exit 159/Tower Road Interchange Area Management Plan (IAMP), dated June 16, 2026. The draft MCZO amendments Plan and the Morrow County Zoning Ordinance and identifies the specific sections, maps, and provisions to be revised and implemented.

A summary of the amendments is as follows:

1. Comprehensive Plan Transportation Element and Transportation System Plan
Incorporate by reference, the IAMP Plan.
2. Morrow County Zoning Ordinance
Article 3, Zoning District Designations
Specifically, introduce a new zone subchapter (section 3.125 Interchange Access Management Plan Overlay Zone) to establish the overlay zone for the I-84 Exit 159 Tower Road IAMP and future IAMPs. Page 5.
3. Morrow County Zoning Ordinance
Article 4 Supplemental Standards
Section 4.010 (F) Access
Specifically, add language to reference the IAMP
4. Morrow County Zoning Ordinance
Article 5 Development Permits
Section 5.010 Zoning Permit; Review Standards
5. Morrow County Zoning Ordinance
Article 5 Development Permits
Section 5.020 Site Plan Review

II SUMMARY OF APPLICABLE CRITERIA

The following sections of the Morrow County Zoning Ordinances apply to this legislative amendment. The relevant County Ordinance sections are shown below in bold text, followed by a Finding in standard text. All of the following criteria must be satisfied in order for this request to be approved.

MORROW COUNTY ZONING ORDINANCE: SECTION 8.040. The following criteria shall be considered by the Planning Commission and Board of Commissioners.

- A. **The local conditions have changed and would warrant a change in the zoning of the subject property(ies).**

Finding:

Traffic impacts to the Tower Road intersection have increased significantly, as identified by the Oregon Department of Transportation and Morrow County. Those changes created the need for an intersection study and, ultimately, a plan and implementing ordinances that are the subject of this amendment.

- B. The public services and facilities are sufficient to support a change in designation, including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.**
- 1. Amendments to the zoning ordinance or zone changes that significantly affect a transportation facility shall ensure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:**
 - a. Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway;**
 - b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirements of the Transportation Planning Rule; or,**
 - c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes.**

Finding:

The proposed amendments comply with this standard as they are intended to enhance the function, capacity and level of service of Tower Road and the Tower Road-I-84 Interchange.

- 2. A plan or land use regulation amendment significantly affects a transportation facility if it:**
 - a. Changes the functional classification of an existing or planned transportation facility;**
 - b. Changes standards implementing a functional classification;**
 - c. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or**
 - d. Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98)**

Finding:

As part of the adoption process, the Morrow County Transportation System Plan will be amended to incorporate the applicable policy statements contained in the Tower Road IAMP. The Morrow County Zoning Ordinance Map will be amended to identify the IAMP area of influence and the boundaries of the Tower Road Overlay Zone. In addition, the Zoning Ordinance will be amended to establish consistent notice requirements for land use and development actions occurring within the area of influence. These amendments are intended to implement the Tower Road IAMP and Overlay Zone and ensure consistency between the Transportation System Plan, Comprehensive Plan, and County development regulations. The application complies with this criterion.

- C. That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.**

Finding:

The proposed amendment is intended to update the Comprehensive Plan to be more inclusive and complementary of other goals in the comprehensive plan and, to be consistent with Oregon Statewide Planning Goal 12 Transportation. An analysis of the anticipated impacts on statewide planning goals is provided below. The proposed amendments do not include a change in land use designation. This criterion is met.

- D. The request addresses issues concerned with public health and welfare, if any.**

Finding:

The Transportation Element is intended, in part, to promote safe and efficient transportation connections for Morrow County residents and visitors. The existing and proposed interchange area management and access improvements would enhance transportation access, mobility, and connectivity in the area. The improvements are consistent with public health, safety, and welfare objectives and would not create conflicts with those objectives. Accordingly, the County may find that the application complies with this standard.

III

APPLICABLE STATEWIDE PLANNING GOALS

Statewide Planning Goal 1: Citizen Involvement

To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Finding:

Generally, Goal 1 is satisfied when a county complies with public notice and hearing requirements in the Oregon Statutes and in the local Comprehensive Plan and Land Use Code. The County's Zoning Ordinance is consistent with State law with regards to notification requirements. Pursuant to Section 9 of the Morrow County Zoning Ordinance, at least one public hearing before the Planning Commission and Board of

Commissioners is required. Legal notice in a newspaper of general circulation is required. The County has met these requirements and notified DLCDC of the proposal.

Statewide Planning Goal 2: Planning

To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Finding:

Goal 2 establishes the process that a county or a city needs to utilize when considering changes to their Comprehensive Plans and development codes. This amendment meets those requirements.

Statewide Planning Goals 3: Agricultural Lands

To preserve and maintain agricultural lands.

Finding:

The proposal does not conflict with land uses allowed in the Exclusive Farm Use Zone. New development would be subject to standards in the Overlay Zone, however, those standards would not prevent agricultural uses. This goal is satisfied.

Statewide Planning Goals 4-7: Forest Lands; Open Spaces, Scenic and Historic Areas, and Natural Resources; Air, Water and Land Resources Quality; Areas Subject to Natural Hazards.

To preserve, maintain, and protect forest lands, natural resources, scenic and historic areas. To maintain and improve the quality of air, water, and land resources. To protect people and property from natural hazards.

Finding:

The proposed legislative amendment is consistent with Goals 4 through 7 insofar as transportation and recreational opportunities are either existing or are proposed to comply with the protection of air, land and water quality. The Tower Road Interchange Area Management Plan (IAMP) for example, is proposed on property owned by the Port of Morrow, Three-mile Canyon Farms, and other Tower Road developers. Permitting for development would necessarily require environmental review, traffic impact analyses, and permitting, and therefore would comply with Goals 4-7.

Statewide Planning Goals 8-11: Recreation Needs; Economy; Housing; Public Services

To satisfy the recreational needs of the citizens and visitors of the state; provide adequate opportunities for a variety of economic activities, provide for the housing needs of the citizens of the state; and to plan and develop a timely, orderly, and efficient arrangement of public facilities for urban and rural development.

Finding:

The Tower Road IAMP and Overlay Zone is intended to identify and enhance recreational assets and safer traffic opportunities as development continues to grow in

Morrow County. Those recreation assets in turn generate economic development by increasing tourism and visitors. Housing is not directly impacted by the proposed updates to the Transportation Element. The proposal is consistent with Goals 8-11.

Statewide Planning Goal 12: Transportation

To provide and encourage a safe, convenient and economic transportation system.

Finding:

Goal 12 requires local governments to provide and encourage a safe, convenient, and economical transportation system. At the state level, this is implemented through the Transportation Planning Rule (TPR), while at the county level it is carried out through the Transportation System Plan (TSP). The proposed update to the Goal 12 Transportation Element would have direct impacts on the county's transportation system, particularly through revisions to access management requirements, development standards, and the scope and application of Traffic Impact Analyses (TIA). These changes would influence how new development interacts with the transportation network and how transportation capacity and safety are evaluated and managed over time.

Statewide Planning Goal 13: Energy

To conserve energy.

Finding:

The proposal does not directly impact energy production; rather, it establishes a more stringent framework for evaluating traffic impacts and implementing mitigation measures that support improved transportation efficiency and energy conservation. For these reasons, the application is consistent with Goal 13.

Statewide Planning Goal 14: Urbanization

To provide an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Finding:

This application does not include a specific land use approval or decision; rather, the Comprehensive Plan Amendment establishes general Findings and Policies. The transportation assets and opportunities are located throughout Morrow County, both within and outside urban areas. No Finding would conflict with urbanization goals and standards. This application is therefore consistent with Goal 14.

IV	DLCD 35 DAY NOTICE:	March 24, 2026
V	PROPERTY OWNER NOTICE:	April 8, 2026
VI	LEGAL NOTICE PUBLISHED:	Heppner Gazette Times: April 8, 2026 East Oregonian: April 8, 2026

VII AGENCIES NOTIFIED: Oregon Department of Fish & Wildlife, Steve Cherry, U.S. Navy NAS Whidbey Island, Kimberly Peacher; West Extension Irrigation District, Bev Bridgewater; Carla McLane and Stephanie Case, City of Boardman; Jacob Cain, Port of Morrow; Greg Harris, Threemile Canyon Farms, Brandon Pike, Oregon Department of Aviation, Landon Jones, Umatilla Electric Co-op, Stephen Davis, Morrow County Rural Transit, Torrie Griggs, Boardman Chamber, Boardman Parks and Recreation, James Kinch, BPA, Jason Tachini, AWS, Eric Imes and Rory Rowlette, Public Works, Brian Snyder, Undersheriff, Steve Freeland, Emergency Manager.

VIII HEARING DATES:

Planning Commission
 April 28, 2026
 Don Adams Conference Room
 Morrow County Government Center
 Irrigon, Oregon

Hearing continued to June 30, 2026
 Bartholomew Building
 110 N. Court Street
 Heppner, OR 97836

Board of Commissioners
 August 5, 2026
 Morrow County Bartholomew Building
 110 N. Court St.
 Heppner, OR 97836

IX RECOMMENDATION: The foregoing findings may be adopted in support of Ordinance ORD-2026-07 to update Goal 12 Transportation Element of the Morrow County Comprehensive Plan, to amend the Morrow County Zoning Ordinance to create Section 3.125 the Interchange Area Overlay Zone and, amend the Morrow County Zoning Map to create an Interchange Area Overlay Zone.

A summary of the amendments is as follows:

2. **Comprehensive Plan Transportation Element and Transportation System Plan**
 Incorporate by reference, the IAMP Plan.
2. Morrow County Zoning Ordinance
 Article 3, Zoning District Designations
 Specifically, introduce a new zone subchapter (section 3.125 Interchange Access Management Plan Overlay Zone) to establish the overlay zone for the I-84 Exit 159 Tower Road IAMP and future IAMPs. Page 5.
3. Morrow County Zoning Ordinance
 Article 4 Supplemental Standards
 Section 4.010 (F) Access

Specifically, add language to reference the IAMP

- 4. Morrow County Zoning Ordinance
Article 5 Development Permits
Section 5.010 Zoning Permit; Review Standards
- 5. Morrow County Zoning Ordinance
Article 5 Development Permits
Section 5.020 Site Plan Review

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Chair

Jeff Wenholz, Commissioner

Gus Peterson, Commissioner

Approved As to Form:

Justin Nelson
County Counsel

Date 16 June 2026
Subject Morrow County IAMP
To PMT
From Shelley Denison, AICP, Marcy McInelly, AIA, Urbsworks, Inc.

TASK 8.2 | IMPLEMENTING ORDINANCE FOR I-84 EXIT 159 TOWER ROAD IAMP

Task 8.2 Implementing Ordinances and Code Changes

Based on the recommendations in TM#7, Urbsworks shall prepare an Ordinance Memorandum for the interchange with adoption-ready recommended code changes and supporting ordinances for implementation of the IAMP. Memorandum must be prepared using strikeout to show deletions to code and underline to show additions. Urbsworks shall design ordinances and code changes to enable plan implementation and protect facility and corridor function. Urbsworks' policies and ordinances must ensure that the County codes provide for the coordination of land use and the transportation system and allow for proper application of the IAMP. Ordinances must include the following:

- Access management ordinances and policies such as driveway and public road spacing, median control and signal spacing standards,
- Standards to protect future operations of roads, and freight and transit corridors,
- Regulations ensuring safe and convenient multi-modal facilities,
- A process for Agency notification and coordinated review of future land use decisions affecting transportation facilities, and
- Regulations ensuring that amendments to land use designations, densities and design standards are consistent with function, capacity, and level of service of facilities identified in TSP.

Introduction

Tech Memo #7 includes the recommendation to amend the County's Zoning Ordinance in order to codify relevant requirements regarding the application, standards, and administration of the IAMP. After reviewing the Ordinance, the following articles and respective sections are proposed for amendments:

- Article 2, Establishment of Zones, Identified Zone Designations
- Article 3, Zoning District Designations
- Article 4, Supplemental Standards, Access
- Article 5, Development Permits, Zoning Permit, Review Standards; Submittal Requirements
- Article 5, Development Permits, Site Plan Review, Review Criteria

Additional Recommendations

In addition to these proposed amendments to the Zoning Ordinance, we recommend additional implementation actions be considered during the county's TSP update. The additional recommendations listed below would specifically address potential transportation impacts of development and support the purpose of the IAMP overlay:

1. In order to account for the impacts of cumulative development within the County, require Transportation Impact Analyses to incorporate background trips from in-process developments.
2. Establish an assessment collection system (similar to fees-in-lieu or SDCs) as an impact mitigation tool. This would include a requirement that all applications for development within the IAMP Overlay Zone must include a trip generation estimate.
3. When determining the cost of transportation improvements and mitigation, assume the 20-year buildout identified by Kittelson in the Interchange Access Management Plan.

Key to Amendments

Proposed amendments are [blue and underlined](#).

Article / Section	Overview of current provisions	Proposed amendments
Article 2, Establishment of Zones, Identified Zone Designations	References the zoning map and lists the zone districts.	Amend this section to include the name of the new zone. Amend the zoning map figure to display the new I-84 Exit 159 Tower Road IAMP.

SECTION 2.010. IDENTIFIED ZONE DESIGNATIONS. For the purpose of this ordinance, the following zones are hereby identified.

Zone Designation	Abbreviated Designation	Code Section	Effective Date
Exclusive Farm Use Zone	EFU	3.010	08-01-2016
Resource Related Industrial Zone	RRI	3.015	10-01-2013
Forest Use Zone	FU	3.020	08-01-2016
Rural Service Center Zone	RSC	3.030	01-01-2011
Umatilla Depot Wildlife Habitat Zone	UDWH	3.035	11-01-2014
Rural Residential Zone	RR	3.040	09-28-2005
Farm Residential Zone	FR	3.041	09-28-2005
Rural Residential Ten Zone	RR-10	3.042	7-15-2021
Suburban Residential Zone	SR	3.050	03-06-1985
Suburban Residential 2A Zone	SR-2A	3.051	10-28-2006
General Commercial Zone	C-G	3.060	04-30-2015
Tourist Commercial Zone	TC	3.061	03-15-2006
General Industrial Zone	M-G	3.070	01-01-2011
Air/Industrial Park Zone	AI	3.071	03-06-1985
Space Age Industrial Zone	SAI	3.072	10-01-2013
Port Industrial Zone	PI	3.073	02-01-2014
Umatilla Army Depot Military Zone	UADM	3.074	11-01-2014
Rural Light Industrial Zone	RLI	3.075	03-15-2006
Airport Light Industrial Zone	ALI	3.076	06-17-2016
Airport Approach Zone	A-A	3.090	06-17-2016
Airport Hazard Zone	A-H	3.091	06-17-2016
Airport Safety and Compatibility Overlay Zone	ASC	3.092	06-17-2016
Flood Hazard Overlay Zone	FP	3.100	01-01-2011

Limited Use Overlay Zone	LU	3.110	03-06-1985
UMCD PI Limited Use Overlay Zone	(none)	3.120	11-01-2014
Interchange Access Management Plan Overlay Zone	IAMP-O	3.125	xx-xx-xxxx
Speedway Limited Use Overlay Zone	SO	3.130	01-23-2008
Parkland Overlay Zone	PO	3.150	04-01-2011
Significant Resource Overlay Zone	SRO	3.200	10-01-2013
Historic Buildings and Sites	(none)	3.300	03-06-1985

Article / Section	Overview of current provisions	Proposed amendments
Article 3, Zoning District Designations	Article 3 contains the 21 base zones and 8 overlay zones in the county. Each base zone section generally consists of land use listing, development standards, parking requirements, and other provisions such as traffic impacts requirements. Overlay zones generally consist of purpose statement, land use limitations, development standards unique to the overlay, and other provisions as necessary for administration.	Introduce a new zone subchapter (3.125 Interchange Area Management Plan Overlay Zone), to establish the overlay zone for the I-84 Exit 159 Tower Road IAMP and future IAMPs.

See proposed Section 3.125 at the end of this document.

Article / Section	Overview of current provisions	Proposed amendments
Article 4, Supplemental Standards, Access	Standards and applicability of provisions elsewhere in the Zoning Ordinance regarding access and spacing, management plans, etc. to enables the IAMP Overlay to apply to the specified area.	Allow IAMPs for areas of influence within state highway areas.

Section 4.010(F):

Access within the Influence Area of an Interchange. [Access to a public or private crossroad located within the Interchange Influence Area of existing or proposed state highway interchange is regulated by standards in OAR 734-051, the Morrow County Transportation System Plan, and any applicable Interchange Area Management Plan \(IAMP\) adopted by the County and ODOT.](#) These standards do not retroactively apply to interchanges existing prior to adoption of the 1999 Oregon Highway Plan, except or until any redevelopment, change of use, or highway construction, reconstruction or modernization project affecting these existing interchanges occurs. It is the goal at that time to meet the appropriate spacing standards, if possible, but, at the very least, to improve the current conditions by moving in the direction of the spacing standard.

Article / Section	Overview of current provisions	Proposed amendments
Article 5, Development Permits, Zoning Permit, Review Standards; Submittal Requirements	Details the application requirements, review standards, and processes for zoning permits.	Add new language as applicable to the new specified IAMP area; require traffic generation estimates for applications for development within the overlay zone at the ministerial review level.

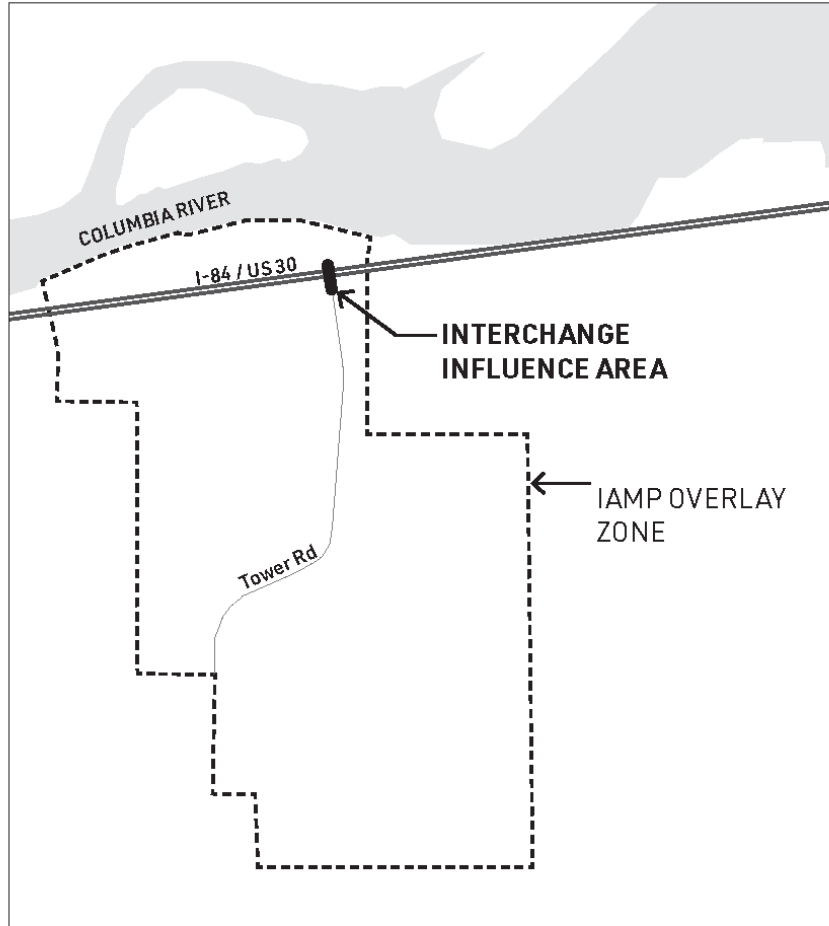
Section 5.010(D):

D. Review Standards.

1. The proposed land use is allowed in the underlying land use district.
2. [If a land use decision \(i.e. Site Plan Review, Conditional Use Permit, or Legislative action\) is required and the land use decision includes conditions of approval, the applicant must comply with all precedent conditions of approval. A compliance schedule for meeting the subsequent conditions prior to construction or operation may be allowed. A precedent condition is a condition that must be met prior to start of construction of the use or a phase of the use; a subsequent condition is a condition that must be met prior to start of operation of the use or a phase of the use.](#)
3. The building/yard setback, lot area, lot dimension, density, lot coverage, building height and other applicable development standards of the underlying zone and any sub-district(s) are met.
4. Off-street parking and loading-unloading facilities shall be provided as required in Section 4.040 and 4.050 of the Morrow County Zoning Ordinance. Pedestrian access to off-street parking areas shall be provided.
5. [If the subject site is within an Interchange Influence Area as determined by an IAMP, all proposed public or private streets or site access driveways located within the Interchange Influence Area serving the proposed land use shall meet the applicable access management standards found in the IAMP and TSP. The following map](#)

[shows the County's IAMP Overlay Zone and associated Interchange Influence Area for the I-84/Tower Road interchange:](#)

Figure 1: Interchange Influence Area



This graphic is provided for reference convenience only. The official Interchange Influence Area boundary is on file at the County.

6. Unless applicant's use of water is exempt from permitting requirements under Oregon water law, the applicant shall have received all necessary permits or licenses from the Oregon Water Resources Department prior to construction or operation, as applicable. If OWRD water permits or licenses are required for operations, applicant shall provide a compliance schedule for obtaining the required authorization. If an offsite water source is used, applicant shall provide a letter, notice, or memorandum of

understanding from the service provider evidencing a commitment to serve the site, which shall indicate the source of the water (e.g. surface water, existing water right, etc.) and a targeted delivery for water to the site.

7. All applicable permits for water, sanitary sewer, wastewater, solid waste, or power services for the site have been granted or Applicant has provided evidence that such services will be provided prior to operation of the use or phase of the use.
8. The site shall not be the subject of outstanding Code Enforcement violations unless the purpose of the application is to rectify an outstanding violation.
9. The applicant shall obtain any required access permit(s) from the Morrow County Public Works Department and/or Oregon Department of Transportation.

Section 5.010(E):

E. Submittal Requirements. A Zoning Permit application shall be submitted including all of the following information except for specific items determined at the pre-application review not to be applicable. All zoning permit plans shall have dimensions clearly indicated. An applicant may provide the information on separate sheets, if necessary or desirable for clarity.

1. North arrow and scale.
2. Location of property boundaries, including adjacent public or private streets and rights of way.
3. Location of existing structures and natural features.
4. Areas affected by the proposed development with slopes in excess of 10 percent.
5. Location of existing utilities and facilities, or proposed locations (sewer, water, fire hydrants, electricity, septic system, storm water facilities, etc.).
6. Proposed landscaping.

7. Exterior lighting.
8. Proposed circulation plan for vehicles, pedestrians, and bicyclists, including existing and proposed points of access and sidewalks.
9. Parking lot layout, with circulation plan and striping details.
10. Sign location and details.
11. Evidence to demonstrate compliance with the review standards in subpart (D).
12. For applications for proposed development within the IAMP Overlay Zone that have not previously obtained a land use approval, a Trip Generation Estimate identifying the number of anticipated passenger car equivalent trips per day expected to access the site during construction and during regular operations.

Article / Section	Overview of current provisions	Proposed amendments
Article 5, Development Permits, Site Plan Review, Review Criteria	Details the application requirements, review standards, and processes for site plan review.	Add new language as applicable to the new specified IAMP area.

Section 5.020(E):

E. Review Criteria. Applications processed under this section shall comply with the following criteria, as applicable:

1. The standards listed in MCZO 5.010(D) are, or can be, met.
2. Water is or will be available to the site at a quantity and quality adequate for the proposed use. New developments must either (1) provide an estimated annual water usage, and identify the necessary OWRD authorizations required to serve the estimated water need or (2) submit a letter, notice, or memorandum of understanding from service provider evidencing a commitment to serve the site, which shall indicate the source of the water (e.g., surface water, existing water right, etc.) and a targeted delivery for water to the site.
3. Adequate sewage disposal and wastewater management can be provided for the proposed use as determined by the service provider or by demonstrating compliance with applicable review authority standards, as set forth below. For new developments that will rely on third-party service providers for sewer and/or wastewater disposal, the applicant may satisfy this criterion by submitting a letter, notice, or memorandum of understanding from the service provider evidencing a commitment to serve the site. For new developments that will rely on on-site septic and/or industrial wastewater and/ or non-contact cooling water disposal and/or treatment, the applicant may satisfy this criterion by identifying the necessary ODEQ permits, as required by the state regulations, to be obtained prior to commencement of the proposed use or certificate of occupancy being granted.

4. Applicant's proposed plans for electrical services and solid waste disposal are adequate for the proposed use, as demonstrated by complying with applicable submittal requirements in Section F.
5. Development in hazard areas identified in the Morrow County Comprehensive Plan, Natural Hazard Mitigation Plan, or Community Wildfire Protection Plan shall comply with all applicable requirements.
6. Development shall comply with Section 3.200 Significant Resources Overlay Zone or 3.300 Historic Buildings and Sites protecting inventoried significant natural and historic resources, if applicable.
7. Development in flood plains shall comply with MCZO Section 3.100 Flood Hazard Overlay Zone.
8. Development in the Airport Safety and Compatibility Overlay Zone (ASC) is compliant with the standards and notice requirements identified in Section 3.092.
9. [Development in the Interchange Area Management Plan Overlay Zone \(IAMP-O\) shall comply with MCZO Section 3.125.](#)
10. The transportation system provides for the safe, orderly, and efficient circulation of traffic into and out of the proposed development, and negative impacts to the transportation system are mitigated adequately to achieve consistency with adopted County standards. County transportation facilities shall be located, designed, and constructed in accordance with the design and access standards in the Morrow County Transportation System Plan. This review criterion is satisfied if the applicant has entered into a development and/or mitigation agreement(s) pursuant to ORS 94.504, executed by the Board of Commissioners, under which applicant has agreed to (i) provide mitigation proportional and reasonably related to the traffic impacts caused by the proposed development or (ii) pay a fee-in-lieu of mitigation, equal to the estimated cost of designing and constructing the identified mitigation.

SECTION 3.125. INTERCHANGE AREA MANAGEMENT PLAN OVERLAY ZONE (IAMP-O)

The purpose of this section is to provide the review procedures and applicable standards governing permissible uses in the Interchange Area Management Plan (IAMP) Overlay Zone (Overlay Zone).

- A. **Boundary of the Overlay Zone.** The boundary of the Overlay Zone is shown on the adopted Comprehensive Land Use Plan Map(s) and Zoning Map.
- B. **Boundary of the Interchange Influence Area.** The Interchange Influence Area, as defined by OAR Division 51, is the area within 1,320 feet of the interchange ramp terminal.
- C. **Applicability.** The provisions in this Section shall apply to all land use applications for parcels located wholly or partially within the Overlay Zone. Any conflict between the standards of the Overlay Zone and those applicable to underlying zones shall be resolved in favor of the Overlay Zone.
- D. **Permitted Land Uses.** Uses allowed in the underlying zoning district are allowed in the Overlay Zone subject to all other applicable provisions in the development code.
- E. **Access Management.** Standards and procedures regulating access management in the Overlay Zone shall be as provided in the underlying base zone, except as follows:
 - 1. Full access public and private approaches to the applicable crossroad shall be prohibited within 1,320 feet from all interchange ramp terminals as required by measurement standards prescribed by OAR 734-051-4020(9).
 - a. An exception to this standard is the siting of public right-in, right-out intersections along the interchange crossroad which shall be prohibited within 750 feet from all interchange ramp terminals.
 - b. If a new approach is proposed in the vicinity of an interchange and it cannot be located outside the spacing standard, it shall be located as far from the interchange as practically possible and shall be subject to removal when

reasonable alternative access is available as prescribed by OAR 734-051-4020(7).

2. Development shall be required to mitigate their transportation impacts, including but not limited to dedicating right-of-way and making needed access and transportation improvements consistent with the IAMP.
 3. Where a land use application or change of use relies on a private connection to a crossroad located within the Interchange Influence Area of a state highway interchange, it shall meet the requirements of OAR 734-051-3020 - *Change of Use of a Private Connection*.
 4. Approval of access to public or private streets within the IAMP Overlay Zone shall be granted only after review by the County, with notice and opportunity for comment to ODOT pursuant to Section 9.046(B)(1)(c).
 5. Access approval for public or private streets within the Interchange Influence Area are subject to administrative review as described in Section 9.046 for projects which trigger a zone change or for projects which exceed 400 Average Daily Trips (ADT) in generated site traffic volume. Where the IAMP conflicts with other access and spacing requirements, the IAMP shall govern.
- F. **Administration.** The County, in collaboration with ODOT, shall be responsible for monitoring and evaluating vehicle trip generation from development within the Overlay Zone. Performance monitoring shall be carried out through regular tracking of traffic volumes as well as through findings included in Transportation Impact Analyses completed as part of proposed development applications.
1. **Agency Coordination.** The following standards apply to coordination between the County and ODOT:

- a. Morrow County shall consult ODOT on TIA scope of work when the development proposes access to a state highway or the traffic impacts meet the requirements of Section 3.125(G).
- b. Morrow County shall provide written notification to ODOT once the application is deemed complete.
- c. Morrow County shall provide ODOT 14 days, measured from the date notice to agencies was mailed, to provide written comments to the County. If ODOT does not provide written comments during this 14-day period, the County staff report will be issued without consideration of ODOT comments.
- d. The County shall invite ODOT to participate in a pre-application conference for land use applications within the IAMP Overlay Zone.

G. **Transportation Impact Analysis.** Applications for all development proposed within the Overlay Zone may be required to include a Transportation Impact Analysis (TIA) to demonstrate the level of impact of the proposed development on the interchange and surrounding street system pursuant to all relevant local and state standards.

1. A TIA is required if the proposal is projected to cause one or more of the following effects, which can be determined by field counts, site observation, field measurements, crash history, the Institute of Transportation Engineers Trip Generation manual, and information and studies provided by Morrow County and/or ODOT:
 - a. An increase in site traffic volume generation by 400 Average Daily Trips (ADT) or more (or as required by the County Engineer). A Trip Generation Estimate identifying the number of anticipated passenger car equivalent trips per day expected to access the site during construction and during regular operations shall be submitted for review. The latest edition of the Institute of Transportation Engineers Trip Generation manual shall be used as standards by which to gauge average daily vehicle trips; or

- b. An increase in ADT volume of a particular movement to and from the State highway by 20% or more; or
 - c. An increase in use of adjacent streets by vehicles exceeding the 20,000 pound gross vehicle weights by 20 vehicles or more per day.
 2. The determination of impact or effect and the scope of the TIA shall be coordinated with Morrow County and ODOT.
 - a. A pre-application meeting with the applicant, the County, and ODOT shall be required for all developments requiring a TIA in the IAMP Overlay Zone.
 - b. A TIA scoping memo with concurrence from ODOT shall be required before an application is deemed complete for developments requiring a TIA in the IAMP Overlay Zone. The TIA scoping memo shall include, at minimum, the required content as outlined in the TSP and may also be required to include additional content at the discretion of the County and ODOT.
 - c. Coordination between Morrow County and ODOT shall conform to the standards found in Section 3.215(F)(1).
 3. A TIA for development proposed within the Overlay Zone shall include an analysis of potential impacts on the associated interchange. Analysis of intersections within the Interchange Influence Area shall be conducted in accordance with the procedures outlined in the Analysis Procedures Manual.

H. **Construction Traffic.** In addition to TIA requirements set forth in Subsection G, the provisions of this subsection apply to the evaluation and mitigation of construction traffic impacts from development activity.

1. An applicant is required to submit a Construction Traffic Study if the proposal is projected to cause one or more of the following effects:

- a. An increase in site traffic volume generation by 400 Average Daily Trips (ADT) or more during any phase of construction; or
 - b. An increase in use of adjacent streets by vehicles exceeding the 20,000 pound gross vehicle weights by 20 or more trips in any hour and/or 100 or more daily trips during any phase of construction; or
 - c. A duration of construction activity (as measured from the start date of construction to the issue date of a Certificate of Occupancy) of 30 days or longer.
2. If a Construction Traffic Study is required, the applicant must submit the study for the approved site plan prior to issuance of the first building permit. The Construction Traffic Study must include projected construction traffic volumes, haul routes, schedule and phases.
3. The applicant must identify and propose mitigation measures to effectively manage construction traffic and minimize disruption to the surrounding roadway network and community in the Construction Traffic Study. Such mitigation measures may include, but are not limited to, roadway improvements as well as Transportation Demand Management (TDM) strategies designed to reduce peak hour construction traffic and optimize traffic flow throughout the duration of the construction period. Construction traffic mitigation shall be implemented through one or more of the following measures:
 - a. A Road Use Agreement between the applicant and the County (and ODOT, if applicable) addressing the use, maintenance, and restoration of public roadways affected by construction traffic. The Road Use Agreement shall specify the duration of the agreement, the affected roadway segments, applicant obligations for roadway improvements and roadway maintenance or repair during and upon completion of construction, and any financial

assurances. The Road Use Agreement shall terminate upon completion of construction or as otherwise specified therein.

- b. A Traffic Management Plan (TMP) identifying construction traffic routes, hours of operation, TDM strategies, and any roadway improvements needed to maintain safe and efficient traffic flow during the construction duration. The TMP shall be reviewed and approved by the County Engineer and, where state highway facilities are affected, by ODOT. The TMP shall expire upon completion of construction, the applicable construction phase, or as otherwise specified therein.
4. Mitigation of construction-related impacts shall not be in conflict with the preferred alternative in the IAMP.
5. Where development is proposed in multiple phases, the Construction Traffic Study and any associated Road Use Agreement or Traffic Management Plan may address each phase individually. Mitigation obligations for each phase shall correspond to the construction traffic impacts of that phase and shall terminate upon completion of that phase, unless otherwise agreed by the applicant.
- I. **Interchange Area Management Plan Review and Update.** The IAMP shall be evaluated for potential needed updates under the following trigger conditions:
 1. Approval of plan, map, and zone changes that have a “significant effect” pursuant to the Transportation Planning Rule (OAR 660-012-0060) which impact relevant interchanges, or that are located within the IAMP Management Area; or
 2. An amendment or update to the County’s Transportation System Plan; or
 3. Forecast operations at interchange ramp terminals exceed the adopted volume-to-capacity mobility targets; or
 4. Approval of a development of substantial size (meaning one which generates 400 or more peak hour trips) partially or entirely within the Overlay Zone that is consistent

with the underlying zoning, but represents a worst-case trip generation scenario when considering the range of uses allowed in that zoning district; or

5. The County and/or ODOT may request a review of the IAMP at any time if, in their determination, specific land use or transportation changes warrant a review of the underlying assumptions and/or recommendations within the IAMP. If the participants in the IAMP review meeting agree that, once the impacts of the “trigger” that necessitated the review are examined, an IAMP amendment is not warranted, a recommendation of “no action” may be documented and submitted in the form of a letter to the Morrow County Court and the Oregon Transportation Commission.
 - a. If the findings and conclusions from the IAMP review meeting demonstrate the need for an update to the plan, review participants shall initiate an IAMP update process. Initial steps in updating the IAMP shall include scoping the planning process, identifying funding, and outlining a schedule for plan completion. Resulting changes to the IAMP shall be adopted by the OTC as an amendment to the OHP. Once completed, IAMP updates may also necessitate amendments to the Morrow County TSP through the appropriate legislative process.

Date 23 June 2026
Subject Morrow County IAMP
To PMT
From Shelley Denison, AICP, Marcy McInelly, AIA, Urbsworks, Inc.

TASK 8.2 | IMPLEMENTING ORDINANCE FOR I-84 EXIT 159 TOWER ROAD IAMP

Task 8.2 Implementing Ordinances and Code Changes

Based on the recommendations in TM#7, Urbsworks shall prepare an Ordinance Memorandum for the interchange with adoption-ready recommended code changes and supporting ordinances for implementation of the IAMP. Memorandum must be prepared using strikeout to show deletions to code and underline to show additions. Urbsworks shall design ordinances and code changes to enable plan implementation and protect facility and corridor function. Urbsworks' policies and ordinances must ensure that the County codes provide for the coordination of land use and the transportation system and allow for proper application of the IAMP. Ordinances must include the following:

- Access management ordinances and policies such as driveway and public road spacing, median control and signal spacing standards,
- Standards to protect future operations of roads, and freight and transit corridors,
- Regulations ensuring safe and convenient multi-modal facilities,
- A process for Agency notification and coordinated review of future land use decisions affecting transportation facilities, and
- Regulations ensuring that amendments to land use designations, densities and design standards are consistent with function, capacity, and level of service of facilities identified in TSP.

Introduction

Tech Memo #7 includes the recommendation to amend the County's Zoning Ordinance in order to codify relevant requirements regarding the application, standards, and administration of the IAMP. After reviewing the Ordinance, the following articles and respective sections are proposed for amendments:

- Article 2, Establishment of Zones, Identified Zone Designations
- Article 3, Zoning District Designations
- Article 4, Supplemental Standards, Access
- Article 5, Development Permits, Zoning Permit, Review Standards; Submittal Requirements
- Article 5, Development Permits, Site Plan Review, Review Criteria
- ~~Article 9, Administrative Provisions~~

Additional Recommendations

In addition to these proposed amendments to the Zoning Ordinance, we recommend additional implementation actions be considered during the county's TSP update. The additional recommendations listed below would specifically address potential transportation impacts of development and support the purpose of the IAMP overlay:

1. In order to account for the impacts of cumulative development within the County, require Transportation Impact Analyses to incorporate background trips from in-process developments.
2. Establish an assessment collection system (similar to fees-in-lieu or SDCs) as an impact mitigation tool. This would include a requirement that all applications for development within the IAMP Overlay Zone must include a trip generation estimate.
3. When determining the cost of transportation improvements and mitigation, assume the 20-year buildout identified by Kittelson in the Interchange Access Management Plan.

Key to Amendments

Proposed amendments are [blue and underlined](#).

Article / Section	Overview of current provisions	Proposed amendments
Article 2, Establishment of Zones, Identified Zone Designations	References the zoning map and lists the zone districts.	Amend this section to include the name of the new zone. Amend the zoning map figure to display the new I-84 Exit 159 Tower Road IAMP.

SECTION 2.010. IDENTIFIED ZONE DESIGNATIONS. For the purpose of this ordinance, the following zones are hereby identified.

Zone Designation	Abbreviated Designation	Code Section	Effective Date
Exclusive Farm Use Zone	EFU	3.010	08-01-2016
Resource Related Industrial Zone	RRI	3.015	10-01-2013
Forest Use Zone	FU	3.020	08-01-2016
Rural Service Center Zone	RSC	3.030	01-01-2011
Umatilla Depot Wildlife Habitat Zone	UDWH	3.035	11-01-2014
Rural Residential Zone	RR	3.040	09-28-2005
Farm Residential Zone	FR	3.041	09-28-2005
Rural Residential Ten Zone	RR-10	3.042	7-15-2021
Suburban Residential Zone	SR	3.050	03-06-1985
Suburban Residential 2A Zone	SR-2A	3.051	10-28-2006
General Commercial Zone	C-G	3.060	04-30-2015
Tourist Commercial Zone	TC	3.061	03-15-2006
General Industrial Zone	M-G	3.070	01-01-2011
Air/Industrial Park Zone	AI	3.071	03-06-1985
Space Age Industrial Zone	SAI	3.072	10-01-2013
Port Industrial Zone	PI	3.073	02-01-2014
Umatilla Army Depot Military Zone	UADM	3.074	11-01-2014
Rural Light Industrial Zone	RLI	3.075	03-15-2006
Airport Light Industrial Zone	ALI	3.076	06-17-2016
Airport Approach Zone	A-A	3.090	06-17-2016
Airport Hazard Zone	A-H	3.091	06-17-2016
Airport Safety and Compatibility Overlay Zone	ASC	3.092	06-17-2016

Flood Hazard Overlay Zone	FP	3.100	01-01-2011
Limited Use Overlay Zone	LU	3.110	03-06-1985
UMCD PI Limited Use Overlay Zone	(none)	3.120	11-01-2014
Interchange Access Management Plan Overlay Zone	IAMP-O	3.125	xx-xx-xxxx
Speedway Limited Use Overlay Zone	SO	3.130	01-23-2008
Parkland Overlay Zone	PO	3.150	04-01-2011
Significant Resource Overlay Zone	SRO	3.200	10-01-2013
Historic Buildings and Sites	(none)	3.300	03-06-1985

Article / Section	Overview of current provisions	Proposed amendments
Article 3, Zoning District Designations	Article 3 contains the 21 base zones and 8 overlay zones in the county. Each base zone section generally consists of land use listing, development standards, parking requirements, and other provisions such as traffic impacts requirements. Overlay zones generally consist of purpose statement, land use limitations, development standards unique to the overlay, and other provisions as necessary for administration.	Introduce a new zone subchapter (3.125 Interchange Area Management Plan Overlay Zone), to establish the overlay zone for the I-84 Exit 159 Tower Road IAMP and future IAMPs.

See proposed Section 3.125 at the end of this document.

Article / Section	Overview of current provisions	Proposed amendments
Article 4, Supplemental Standards, Access	Standards and applicability of provisions elsewhere in the Zoning Ordinance regarding access and spacing, management plans, etc. to enables the IAMP Overlay to apply to the specified area.	Allow IAMPs for areas of influence within state highway areas.

Section 4.010(F):

Access within the Influence Area of an Interchange. [Access to a public or private crossroad located within the ~~influence area~~ Interchange Influence Area of existing or proposed state highway interchange is regulated by standards in OAR 734-051, the Morrow County Transportation System Plan, and any applicable Interchange Area Management Plan \(IAMP\) adopted by the County and ODOT.](#) These standards do not retroactively apply to interchanges existing prior to adoption of the 1999 Oregon Highway Plan, except or until any redevelopment, change of use, or highway construction, reconstruction or modernization project affecting these existing interchanges occurs. It is the goal at that time to meet the appropriate spacing standards, if possible, but, at the very least, to improve the current conditions by moving in the direction of the spacing standard.

Article / Section	Overview of current provisions	Proposed amendments
Article 5, Development Permits, Zoning Permit, Review Standards; Submittal Requirements	Details the application requirements, review standards, and processes for zoning permits.	Add new language as applicable to the new specified IAMP area; require traffic generation estimates for applications for development within the overlay zone at the ministerial review level.

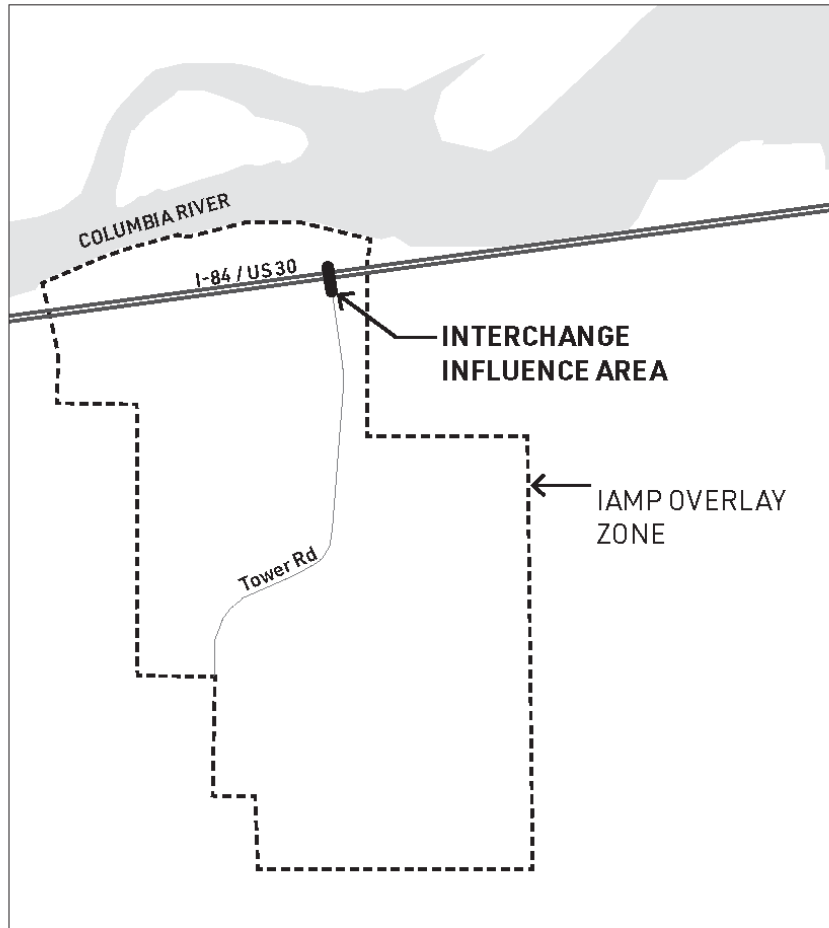
Section 5.010(D):

D. Review Standards.

1. The proposed land use is allowed in the underlying land use district.
2. If a land use decision (i.e. Site Plan Review, Conditional Use Permit, or Legislative action) is required and the land use decision includes conditions of approval, the applicant must comply with all precedent conditions of approval. A compliance schedule for meeting the subsequent conditions prior to construction or operation may be allowed. A precedent condition is a condition that must be met prior to start of construction of the use or a phase of the use; a subsequent condition is a condition that must be met prior to start of operation of the use or a phase of the use.
3. The building/yard setback, lot area, lot dimension, density, lot coverage, building height and other applicable development standards of the underlying zone and any sub-district(s) are met.
4. Off-street parking and loading-unloading facilities shall be provided as required in Section 4.040 and 4.050 of the Morrow County Zoning Ordinance. Pedestrian access to off-street parking areas shall be provided.
5. If the subject site is within an Interchange Influence Area as determined by an IAMP, all proposed public or private streets or site access driveways located within the Interchange Influence Area serving the proposed land use shall meet the applicable access management standards found in the IAMP and TSP. The

[following map shows the County's IAMP Overlay Zone and associated Interchange Influence Area for the I-84/Tower Road interchange:](#)

Figure 1: Interchange Influence Area



This graphic is provided for reference convenience only. The official Interchange Influence Area boundary is on file at the County.

6. Unless applicant's use of water is exempt from permitting requirements under Oregon water law, the applicant shall have received all necessary permits or licenses from the Oregon Water Resources Department prior to construction or operation, as applicable. If OWRD water permits or licenses are required for operations, applicant shall provide a compliance schedule for obtaining the required authorization. If an offsite water source is used, applicant shall provide a letter, notice, or memorandum of

understanding from the service provider evidencing a commitment to serve the site, which shall indicate the source of the water (e.g. surface water, existing water right, etc.) and a targeted delivery for water to the site.

7. All applicable permits for water, sanitary sewer, wastewater, solid waste, or power services for the site have been granted or Applicant has provided evidence that such services will be provided prior to operation of the use or phase of the use.
8. The site shall not be the subject of outstanding Code Enforcement violations unless the purpose of the application is to rectify an outstanding violation.
9. The applicant shall obtain any required access permit(s) from the Morrow County Public Works Department and/or Oregon Department of Transportation.

Section 5.010(E):

E. Submittal Requirements. A Zoning Permit application shall be submitted including all of the following information except for specific items determined at the pre-application review not to be applicable. All zoning permit plans shall have dimensions clearly indicated. An applicant may provide the information on separate sheets, if necessary or desirable for clarity.

1. North arrow and scale.
2. Location of property boundaries, including adjacent public or private streets and rights of way.
3. Location of existing structures and natural features.
4. Areas affected by the proposed development with slopes in excess of 10 percent.
5. Location of existing utilities and facilities, or proposed locations (sewer, water, fire hydrants, electricity, septic system, storm water facilities, etc.).
6. Proposed landscaping.

7. Exterior lighting.
8. Proposed circulation plan for vehicles, pedestrians, and bicyclists, including existing and proposed points of access and sidewalks.
9. Parking lot layout, with circulation plan and striping details.
10. Sign location and details.
11. Evidence to demonstrate compliance with the review standards in subpart (D).
12. For applications for proposed development within the IAMP Overlay Zone that have not previously obtained a land use approval, a Trip Generation Estimate identifying the number of anticipated passenger car equivalent trips per day expected to access the site during construction and during regular operations ~~(For applications for development within the IAMP Overlay Zone (as defined in Article 3.125)).~~

Article / Section	Overview of current provisions	Proposed amendments
Article 5, Development Permits, Site Plan Review, Review Criteria	Details the application requirements, review standards, and processes for site plan review.	Add new language as applicable to the new specified IAMP area.

Section 5.020(E):

E. Review Criteria. Applications processed under this section shall comply with the following criteria, as applicable:

1. The standards listed in MCZO 5.010(D) are, or can be, met.
2. Water is or will be available to the site at a quantity and quality adequate for the proposed use. New developments must either (1) provide an estimated annual water usage, and identify the necessary OWRD authorizations required to serve the estimated water need or (2) submit a letter, notice, or memorandum of understanding from service provider evidencing a commitment to serve the site, which shall indicate the source of the water (e.g., surface water, existing water right, etc.) and a targeted delivery for water to the site.
3. Adequate sewage disposal and wastewater management can be provided for the proposed use as determined by the service provider or by demonstrating compliance with applicable review authority standards, as set forth below. For new developments that will rely on third-party service providers for sewer and/or wastewater disposal, the applicant may satisfy this criterion by submitting a letter, notice, or memorandum of understanding from the service provider evidencing a commitment to serve the site. For new developments that will rely on on-site septic and/or industrial wastewater and/ or non-contact cooling water disposal and/or treatment, the applicant may satisfy this criterion by identifying the necessary ODEQ permits, as required by the state regulations, to be obtained prior to commencement of the proposed use or certificate of occupancy being granted.

4. Applicant's proposed plans for electrical services and solid waste disposal are adequate for the proposed use, as demonstrated by complying with applicable submittal requirements in Section F.
5. Development in hazard areas identified in the Morrow County Comprehensive Plan, Natural Hazard Mitigation Plan, or Community Wildfire Protection Plan shall comply with all applicable requirements.
6. Development shall comply with Section 3.200 Significant Resources Overlay Zone or 3.300 Historic Buildings and Sites protecting inventoried significant natural and historic resources, if applicable.
7. Development in flood plains shall comply with MCZO Section 3.100 Flood Hazard Overlay Zone.
8. Development in the Airport Safety and Compatibility Overlay Zone (ASC) is compliant with the standards and notice requirements identified in Section 3.092.
9. [Development in the Interchange Area Management Plan Overlay Zone \(IAMP-O\) shall comply with MCZO Section 3.125.](#)
10. The transportation system provides for the safe, orderly, and efficient circulation of traffic into and out of the proposed development, and negative impacts to the transportation system are mitigated adequately to achieve consistency with adopted County standards. County transportation facilities shall be located, designed, and constructed in accordance with the design and access standards in the Morrow County Transportation System Plan. This review criterion is satisfied if the applicant has entered into a development and/or mitigation agreement(s) pursuant to ORS 94.504, executed by the Board of Commissioners, under which applicant has agreed to (i) provide mitigation proportional and reasonably related to the traffic impacts caused by the proposed development or (ii) pay a fee-in-lieu of mitigation, equal to the estimated cost of designing and constructing the identified mitigation.

Article / Section	Overview of current provisions	Proposed amendments
Article 9	Hearing and notification requirements.	Add a section which will apply to the new specified IAMP area.

SECTION 9.055. IAMP OVERLAY ACCESS APPROVAL.

- ~~A. Access to public or private streets within the IAMP Overlay Zone shall be reviewed for consistency with the Access Management Plan and Local Circulation Network.~~
- ~~B. Approval of access to public or private streets within the IAMP Overlay Zone shall be granted only after review by the County and ODOT. Coordination of this review will occur pursuant to Section 3.125.~~
- ~~C.A. Access approval to public or private streets within the IAMP Overlay Zone is subject to administrative review as described in Section 9.046 when it triggers a zone change or it exceeds 400 Average Daily Trips (ADT) in generated site traffic volume. Administrative review is based on the standards contained in Section 3.125 and the Morrow County TSP. Where the IAMP conflicts with other access and spacing requirements, the IAMP shall govern.~~

SECTION 3.125. INTERCHANGE AREA MANAGEMENT PLAN OVERLAY ZONE (IAMP-O)

The purpose of this section is to provide the ~~rules, regulations, review procedures~~ and ~~applicable~~ standards governing permissible uses in the Interchange Area Management Plan (IAMP) Overlay Zone (Overlay Zone).

- A. **Boundary of the Overlay Zone.** The boundary of the Overlay Zone is shown on the adopted Comprehensive Land Use Plan Map(s) and Zoning Map.
- B. **Boundary of the Interchange Influence Area.** The ~~l~~interchange ~~l~~influence ~~A~~area, as defined by OAR Division 51, is the area within 1,320 feet of the interchange ramp terminal.
- C. **Applicability.** The provisions in this Section shall apply to all land use applications for parcels ~~located wholly or partially~~ within the Overlay Zone. Any conflict between the standards of the Overlay Zone and those applicable to underlying zones shall be resolved in favor of the Overlay Zone.
- D. **Permitted Land Uses.** Uses allowed in the underlying zoning district are allowed in the Overlay Zone subject to all other applicable provisions in the development code.
- E. **Access Management.** Standards ~~and procedures~~ regulating access management in the Overlay Zone shall be as provided in the underlying base zone, except as follows:
 - 1. Full access public and private approaches to the applicable crossroad shall be prohibited within 1,320 feet from all interchange ramp terminals as required by measurement standards prescribed by OAR 734-051-4020(9).
 - a. An exception to this standard is the siting of public right-in, right-out intersections along the interchange crossroad which shall be prohibited within 750 feet from all interchange ramp terminals.
 - b. If a new approach is proposed in the vicinity of an interchange and it cannot be located outside the spacing standard, it shall be located as far from the interchange as practically possible and shall be subject to removal when

reasonable alternative access is available as prescribed by OAR 734-051-4020(7).

2. Development shall be required to mitigate their transportation impacts, including but not limited to dedicating right-of-way and making needed access and transportation improvements consistent with the IAMP.
3. Where a land use application or change of use relies on a private connection to a crossroad located within the Interchange Influence Area of a state highway interchange, it shall meet the requirements of OAR 734-051-3020 - *Change of Use of a Private Connection*.
4. Approval of access to public or private streets within the IAMP Overlay Zone shall be granted only after review by the County, with notice and opportunity for comment to ODOT pursuant to Section 9.046(B)(1)(c).
- 3.5. Access approval for public or private streets within the Interchange Influence Area are subject to administrative review as described in Section 9.046 for projects which trigger a zone change or for projects which exceed 400 Average Daily Trips (ADT) in generated site traffic volume. Where the IAMP conflicts with other access and spacing requirements, the IAMP shall govern.

F. **Administration.** The County, in collaboration with ODOT, shall be responsible for monitoring and evaluating vehicle trip generation from development within the Overlay Zone. Performance monitoring shall be carried out through regular tracking of traffic volumes as well as through findings included in Transportation Impact Analyses completed as part of proposed development applications.

1. **Agency Coordination.** The following standards apply to coordination between the County and ODOT:

- a. Morrow County shall consult ODOT on TIA scope of work when the development proposes access to a state highway or the traffic impacts meet the requirements of Section 3.125(G)F.
- b. Morrow County shall provide written notification to ODOT once the application is deemed complete.
- c. Morrow County shall provide ODOT 14 days, measured from the date notice to agencies was mailed, to provide written comments to the County. If ODOT does not provide written comments during this 14-day period, the County staff report will be issued without consideration of ODOT comments.
- d. The County shall invite ODOT to participate in a pre-application conference for land use applications within the IAMP Overlay Zone.

G. Transportation Impact Analysis. Applications for all development proposed within the Overlay Zone may be required to include a Transportation Impact Analysis (TIA) to demonstrate the level of impact of the proposed development on the interchange and surrounding street system pursuant to all relevant local and state standards.

G.1. A TIA is required if the proposal is projected to cause one or more of the following effects, which can be determined by field counts, site observation, field measurements, crash history, the Institute of Transportation Engineers Trip Generation manual, and information and studies provided by Morrow County and/or ODOT:

- 4.a. An increase in site traffic volume generation by 400 Average Daily Trips (ADT) or more (or as required by the County Engineer). A Trip Generation Estimate identifying the number of anticipated passenger car equivalent trips per day expected to access the site during construction and during regular operations shall be submitted for review. The latest edition of the Institute of Transportation Engineers Trip Generation manual shall be used as standards by which to gauge average daily vehicle trips; or

- 2.b. An increase in ADT volume of a particular movement to and from the State highway by 20% or more; or
- 3.c. An increase in use of adjacent streets by vehicles exceeding the 20,000 pound gross vehicle weights by 20 vehicles or more per day.
- 4.2. The determination of impact or effect and the scope of the TIA shall be coordinated with Morrow County and ODOT. ~~The developer shall be required to mitigate impacts attributable to the project.~~
- 5.a. A pre-application meeting with the applicant, the County, and ODOT shall be required for all developments requiring a TIA in the IAMP Overlay Zone.
- b. A TIA scoping memo with concurrence from ODOT shall be required before an application is deemed complete for developments requiring a TIA in the IAMP Overlay Zone. The TIA scoping memo shall include, at minimum, the required content as outlined in the TSP and may also be required to include additional content at the discretion of the County and ODOT.
- c. Coordination between Morrow County and ODOT shall conform to the standards found in Section 3.215(F)(1).
- 6.3. A TIA for development proposed within the Overlay Zone shall include an analysis of potential impacts on the associated interchange. Analysis of intersections within the Interchange Influence Area shall be conducted in accordance with the procedures outlined in the Analysis Procedures Manual.

H. **Construction Traffic.** In addition to TIA requirements set forth in Subsection G, the provisions of this subsection apply to the evaluation and mitigation of construction traffic impacts from development activity.

1. An applicant is required to submit a Construction Traffic Study if the proposal is projected to cause one or more of the following effects:

- a. An increase in site traffic volume generation by 400 Average Daily Trips (ADT) or more during any phase of construction; or
 - b. An increase in use of adjacent streets by vehicles exceeding the 20,000 pound gross vehicle weights by 20 or more trips in any hour and/or 100 or more daily trips during any phase of construction; or
 - c. A duration of construction activity (as measured from the start date of construction to the issue date of a Certificate of Occupancy) of 30 days or longer.
2. If a Construction Traffic Study is required, the applicant must submit the study for the approved site plan prior to issuance of the first building permit. The Construction Traffic Study must include projected construction traffic volumes, haul routes, schedule and phases.
3. The applicant must identify and propose mitigation measures to effectively manage construction traffic and minimize disruption to the surrounding roadway network and community in the Construction Traffic Study. Such mitigation measures may include, but are not limited to, roadway improvements as well as Transportation Demand Management (TDM) strategies designed to reduce peak hour construction traffic and optimize traffic flow throughout the duration of the construction period. Construction traffic mitigation shall be implemented through one or more of the following measures:
 - a. A Road Use Agreement between the applicant and the County (and ODOT, if applicable) addressing the use, maintenance, and restoration of public roadways affected by construction traffic. The Road Use Agreement shall specify the duration of the agreement, the affected roadway segments, applicant obligations for roadway improvements and roadway maintenance or repair during and upon completion of construction, and any financial

assurances. The Road Use Agreement shall terminate upon completion of construction or as otherwise specified therein.

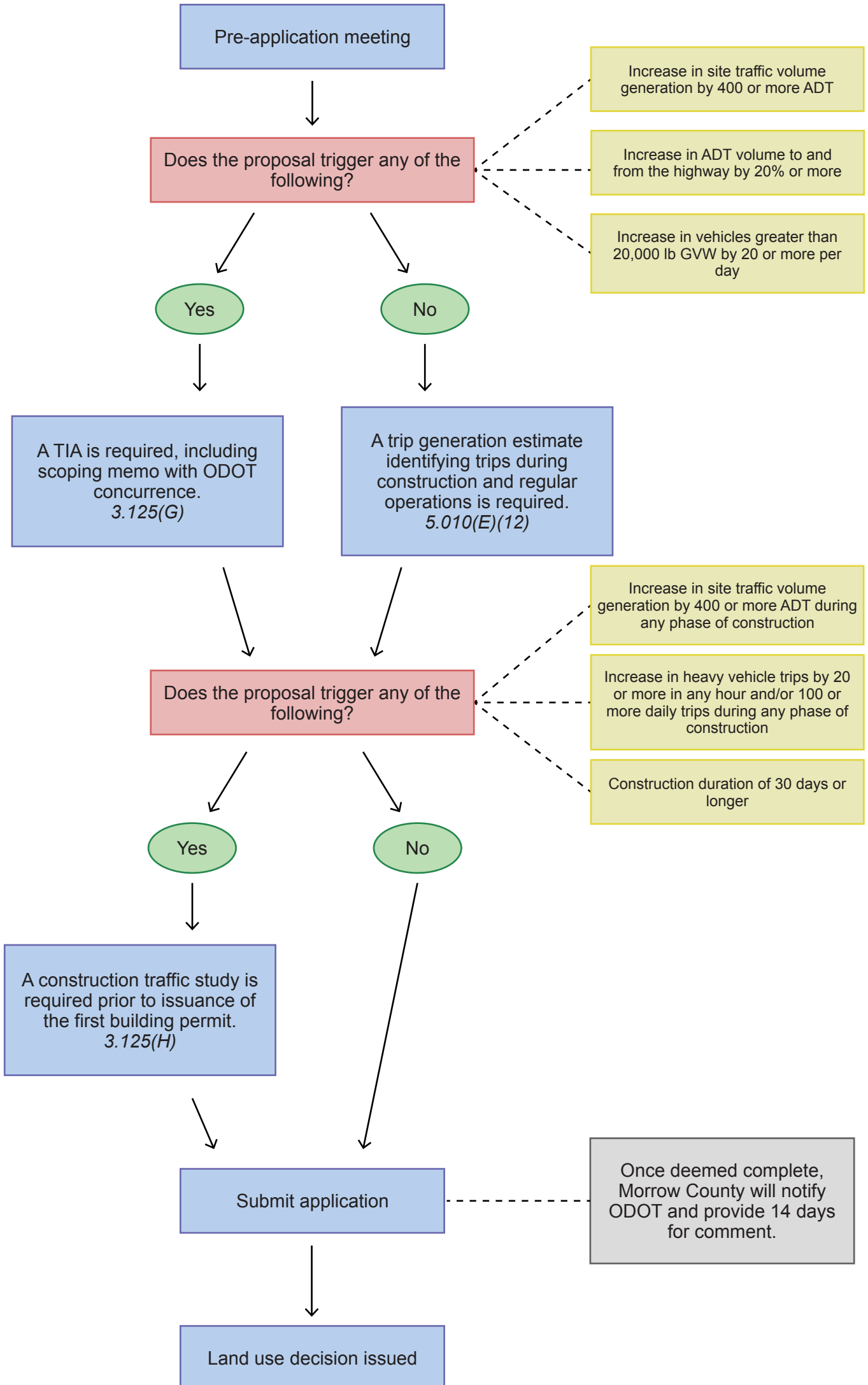
- b. A Traffic Management Plan (TMP) identifying construction traffic routes, hours of operation, TDM strategies, and any roadway improvements needed to maintain safe and efficient traffic flow during the construction duration. The TMP shall be reviewed and approved by the County Engineer and, where state highway facilities are affected, by ODOT. The TMP shall expire upon completion of construction, the applicable construction phase, or as otherwise specified therein.
- 4. Mitigation of construction-related impacts shall not be in conflict with the preferred alternative in the IAMP.
- 5. Where development is proposed in multiple phases, the Construction Traffic Study and any associated Road Use Agreement or Traffic Management Plan may address each phase individually. Mitigation obligations for each phase shall correspond to the construction traffic impacts of that phase and shall terminate upon completion of that phase, unless otherwise agreed by the applicant.

H.I. **Interchange Area Management Plan Review and Update.** The IAMP shall be evaluated for potential needed updates under the following trigger conditions:

- 1. Approval of Pplan, map, and zone changes that have a “significant effect” pursuant to the Transportation Planning Rule (OAR 660-012-0060) which and impact relevant interchanges, or that are located within the IAMP Management Area; or
- 2. An amendment or update to the County’s Transportation System Plan; or
- 3. Forecast operations at interchange ramp terminals exceed the adopted volume-to-capacity mobility targets; or
- 4. Approval of a development of substantial size (meaning one which generates 400 or more peak hour trips) partially or entirely within the Overlay Zone that is consistent

with the underlying zoning, but represents a worst-case trip generation scenario when considering the range of uses allowed in that zoning district; or

5. The County and/or ODOT may request a review of the IAMP at any time if, in their determination, specific land use or transportation changes warrant a review of the underlying assumptions and/or recommendations within the IAMP. If the participants in the IAMP review meeting agree that, once the impacts of the “trigger” that necessitated the review are examined, an IAMP amendment is not warranted, a recommendation of “no action” may be documented and submitted in the form of a letter to the Morrow County Court and the Oregon Transportation Commission.
 - a. If the findings and conclusions from the IAMP review meeting demonstrate the need for an update to the plan, review participants shall initiate an IAMP update process. Initial steps in updating the IAMP shall include scoping the planning process, identifying funding, and outlining a schedule for plan completion. Resulting changes to the IAMP shall be adopted by the OTC as an amendment to the OHP. Once completed, IAMP updates may also necessitate amendments to the Morrow County TSP through the appropriate legislative process.



Public Comment Exhibit list

TSP-164-26

Tower Road Interchange Area Management Plan (IAMP)

Exhibits added during the April 28, 2026, Planning Commission Meeting, after the packet was sent April 21, 2026:

Exhibit #	Pages	Date	Person/Agency	Exhibit Description
1	12	4/22/26	Jonathan Tallman	Email Correspondence with Attachments
2	5	4/25/26	Jonathan Tallman	Email Correspondence
3	6	4/28/26 6:17am/6:26 pm	Jonathan Tallman	Email Correspondence with Attachments
4	3	4/28/26	Megan Lin, Perkins Coie, LLP	Comment Letter
5	1	4/28/26	Bryce Doherty	Email Correspondence
6	1	4/28/26	Jacob Cain, Port of Morrow	Email Correspondence
7	15	4/29/26	Kristine Conolly, Project Consultant, Kittleson & Associates	I-84 Exit 159 Tower Road IAMP PowerPoint

Exhibits entered after the Planning Commission April 28th meeting

Exhibit #	Pages	Date	Person/Agency	Exhibit Description
8	10	4/29/26 8:08 am/9:19 am	Jonathan Tallman	Email Correspondence
9	10	5/12/26 8:44 am/9:10 am	Jonathan Tallman	Email Correspondence
10	8	5/27/26 9:57 pm	Jonathan Tallman	Email Correspondence
11	3	5/27/26	Megan Lin, Perkins Coie, LLP	Comment Response
12	6	5/27/26 10:48 am	Jonathan Tallman	Email Correspondence
13	211	6/3/26 1:32 pm 6/4/26 6:51 pm	Jonathan Tallman	Email Correspondence

Michaela Ramirez

From: Jonathan Tallman <jonathan@tallman.cx>
Sent: Wednesday, April 22, 2026 8:08 AM
To: Michaela Ramirez; dlcd.director@dlcd.oregon.gov; HERT Dawn * DLCD
Cc: Andy Fletcher; August Peterson; Bev Bridgewater; Boardman Chamber of Commerce; Bob Waldher; Brandon Hammond; Brandon Seitz; Caleb Wilmer; Carla McLane; City of lone; City of Irrigon; Cole Bode; Courtney Crowell; Dan Kearns; David Sykes; East Oregonian; Eric Imes; Greg Svelund; Heppner Chamber of Commerce; Heppner Gazette Times; Hermiston Herald; ian.johnson@opr.oregon.gov; Irrigon Chamber of Commerce; Jacob Cain (jacobc@portofmorrow.com); Jeff Wenholz; Jim; John Doherty City Manager; Justin Nelson; Kelly Doherty; Kim Peacher; Landon Jones; Lisa Mittelsdorf; Mark Patton (markp@portofmorrow.com); Matthew Jensen; Megan Davchevski; Miff Devin; OAPA; Sarah Stauffer Curtiss (sarah.curtiss@stoel.com); Stacey L. Hibbard; Stephanie Case; Tess MacMorris; Town of Lexington; Tri-City Herald; Valerie Ballard; Tamra Mabbott; George Cress; Times-Journal Condon, OR; Mike Rogoway; Terraelyseking@gmail.com; noahcamuso@gmail.com; Derrin Tallman; Ty K. Wyman; juliedick263@gmail.com
Subject: Re: 04282026 Planning Commission Packet
Attachments: Industrial development feeds Umatilla Electric Cooperative growth _ Local News _ eastoregonian.PDF; Pipe construction(2).jpeg; IMG_5468.jpeg

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Hello!

I want to make one point clearly for the record regarding the Tower Road IAMP hearing.

From the packet, this appears conceptual as to actual construction and funding. The plan itself says that inclusion of proposed projects and actions does not obligate funds by any jurisdiction, and that inclusion in the plan does not automatically place projects into the STIP or the County capital improvements program. In other words, the packet shows these improvements are still at a planning level and are not yet guaranteed or funded. But I saw between 100 to over 200 million for these projects projected cost for this Tower road IAMP.

At the same time, this is not harmless or merely hypothetical. The agenda and packet make clear that adoption of this IAMP would amend the Morrow County Comprehensive Plan, add a new IAMP Overlay Zone to the zoning ordinance, and apply that overlay to the Tower Road interchange area.

The proposed code language shows that this overlay would have real legal effects on future land use. It would apply to parcels within the overlay zone, control access standards, require mitigation of transportation impacts, require agency coordination with ODOT, and in some cases require transportation impact analysis and other review standards tied to development.

So if the County wants to describe the future interchange improvements as conceptual because they are not yet funded or committed, then it should also admit that the legal framework being adopted now is not conceptual. It is real. It affects how property in the overlay area may be reviewed, conditioned, and regulated going forward.

I also think the record should clearly identify who paid for this planning work and who is expected to pay for implementation. The packet says the IAMP was prepared for ODOT Region 5, but the same packet also says no jurisdiction is actually committing project funding through this adoption. The March 31 work session minutes further suggest that future funding may come from state funds, other sources, and possibly assessment-type tools.

The packet also shows that Umatilla Electric Cooperative was part of the Technical Advisory Committee process, along with ODOT, Morrow County, the City of Boardman, Amazon representatives, BPA, and others. But participation on that committee is not the same thing as proof of payment. So if UEC has helped fund this planning effort, reimbursed any part of it, or is expected to contribute to implementation because its infrastructure or related growth is part of the pressure on this interchange, that should be plainly disclosed in the record. If not, that should also be stated clearly. Please see attached news article and attach it to the record

“Those who trigger the growth, pay for the growth,” Umatilla Electric CEO Robert Echenrode said.

For that reason, I ask that the County state clearly for the record:

Who funded the IAMP planning work;

Whether ODOT alone paid for it, or whether Morrow County, UEC, the Port, AWS, or any other public or private entity contributed;

Who is expected to fund the actual improvements shown in the plan;

Whether private beneficiaries or developers are expected to reimburse or offset public costs; and

How the County can justify adopting binding overlay and access rules now while the actual projects remain unfunded and planning-level.

Given the tax burden residents already face, including higher taxes tied to school bond obligations, I am concerned this could become another case where public costs rise while growth-serving infrastructure is justified as planning. If those who trigger the growth are supposed to pay for the growth, then the County should put in the record exactly how that principle is being applied here and how residents are being protected from subsidizing private industrial expansion.

In closing,

It seems like some billionaire who owns a trillion-dollar company throwing a fancy event, hiring the crew, building the stage, rolling out the slideshow, packing the room with paying customers, and then stepping up to the mic and saying, “Great news everybody — now you get to pay for the setup too!”

Why would we do it this way especially if the water lines are already 250 million dollars plus paid up front for? See drone pics below for more context.

Jonathan Tallman
(208) 570-7589

Please note:

I would ask that the commission ask staff, specifically Tamra Mabbott the director, the following direct questions so the record is clear since I can't and no public officials want to answer my questions.

Questions like these:

1. **What exactly is being approved today?**
Is this purely conceptual planning, or is the County taking an action that will later be used to require or justify real road, access, utility, or corridor improvements?
2. **What findings support County approval independent of the City?**
Since the County is taking its own action, what are the County's own findings, and where are they in the packet?
3. **Is this action ministerial or discretionary?**
If discretionary, what legal standards is the County applying today?
4. **What roads, corridors, or access points are affected by this action?**
Please identify them specifically, including whether Laurel Lane, Oregon Trail Road, Tower Road, or related alignments are implicated.
5. **What portions of this project are funded, planned, or expected to be funded?**
What is conceptual, what is programmed, and what is expected to move forward later?
6. **Who is paying for the infrastructure tied to this growth?**
Is the County expecting residents, ratepayers, taxpayers, developers, utilities, or some combination to bear those costs?
7. **Has the County verified that growth-triggering parties are paying their share?**
If the principle is that those who trigger the growth pay for the growth, how is that being applied here?
8. **What private development or industrial growth is this action intended to serve?**
Even if no specific customer is named, what category of growth is driving the need for this action?
9. **What water, sewer, and utility capacity assumptions is the County relying on?**
Are those assumptions documented, and were the proper service providers or agencies consulted?
10. **Has OWRD or the Watermaster been consulted?**
If not, why is the County moving forward on a growth-related plan without that coordination clearly in the record?
11. **What traffic or access impacts were actually evaluated?**
Where in the packet does the County analyze the real transportation impacts instead of deferring them?
12. **What is being deferred?**
If later road work, access work, or infrastructure work is being postponed, what exactly is deferred, by what authority, and what triggers completion later?

13. How does this differ from the prior remand issues involving corridor and road findings?

What has the County done now to cure those earlier deficiencies?

14. What documents were relied on that are not fully included in the packet?

Are there appendices, maps, emails, consultant materials, or supporting documents staff relied on that were not made available with the packet?

15. When does this action actually become effective?

If not immediately, what is the legal effect now versus later?

16. How will this action be used against property owners later?

Will it be used in development review, access permitting, road standards, dedications, setbacks, or future land acquisition decisions?

17. Does the County contend this action creates no present burden on affected landowners?

If so, how can that be true if it will later be used to shape access, road conditions, or infrastructure expectations?

18. What notice was given to affected property owners?

Was the notice sufficient for people to understand what land, roads, and future obligations could be affected?

19. What alternatives were considered?

Did the County consider less burdensome alternatives, different alignments, or waiting until infrastructure and funding were actually verified?

20. What protections are in place so residents do not end up footing the bill?

Given existing public burdens, what assurance can staff give that this will not become another case where public costs subsidize private growth?

21. Is the ODOT Tower Road Interchange Bridge project over I-84 a separate ODOT project, or is it connected in any way to the larger Tower Road corridor planning the County is considering? If connected, where is that shown in the record? See link below of this confusion.

https://www.oregon.gov/odot/projects/pages/project-details.aspx?project=22880&fbclid=IwdGRleARVtNdleHRuA2FlbQlxMQBzcnRjBmFwcF9pZAAo2Njl4NTY4Mzc5AAEeOGf8_84LS-XlyvqmL4dALZ0umlApFeRbSfDpbHx2JbUKHqjJfK3QA3PWd2g_aem_XsW0BA_aLrEW6LK8izSOmg

These are important because if this is being presented as conceptual, then the commission should ask what legal and practical effect it will have later. And if it will have real effect later, then the public deserves clear findings, clear funding answers, and a complete record now.

On Tue, Apr 21, 2026 at 2:48 PM Michaela Ramirez <mramirez@morrowcountyor.gov> wrote:

Good afternoon,

Attached is the 04282026 Planning Commission packet.

This month's meeting will be in the Don Adams Conference Room at the Morrow County Government Center in Irrigon at 6 pm sharp.

😊 Have a great day!

Morrow County Planning Dept.

Michaela Ramirez, Administrative Asst.

PO Box 40

Irrigon, OR 97844

541-922-4624



NEW EMAIL ADDRESS*** mramirez@morrowcountyor.gov

https://www.eastoregonian.com/news/local/industrial-development-feeds-umatilla-electric-cooperative-growth/article_f1ea1cd6-114c-11ea-9957-bf29d556ec3f.html

FEATURED

Industrial development feeds Umatilla Electric Cooperative growth

By JADE MCDOWELL East Oregonian 22 hrs ago



A substation technician installs a ground wire on a riser structure in December 2017 at a new Umatilla Electric Cooperative substation on East Elm Avenue in Hermiston.

Buy Now

EO file photo

HERMISTON — As industrial development drives growth around Hermiston and Boardman, Umatilla Electric Cooperative is experiencing rapid growth of its own.

It took the Hermiston-based, consumer-owned cooperative 77 years to sell its first billion kilowatt hours. This year alone it expects to provide customers just shy of 3 billion KWH.

“Our average growth has been close to 20% per year in the last eight years,” Umatilla Electric CEO Robert Echenrode said, noting that the increased volume comes despite advances in energy efficiency causing individual customers to decrease their usage.

UEC has a policy against discussing specific customers. But anyone paying attention to Hermiston, Umatilla and the Port of Morrow can guess that much of UEC’s growth is likely driven by new Amazon data centers springing up around Umatilla and Morrow counties, as well as a few other major industrial projects such as the new Lamb Weston expansion in Hermiston.

In its 2008 annual report, UEC reported that industrial customers made up 24.7% of its revenue. In 2018, that number was up to 64.2%.

Echenrode said residential sales in the past eight years have increased 2.5%. Irrigation sales have increased 19%, small commercial sales are up 27%, and large commercial/industrial sales are up 500%.

Such a large increase in industrial use to UEC’s system naturally brings up questions about who is paying for that growth. Echenrode said while many cooperatives build some money for growth into everyone’s fees, UEC’s philosophy is that if it needs to build new lines or other infrastructure to accommodate a specific customer, it is that customer that should foot the bill instead of all UEC’s customers.

“Those who trigger the growth, pay for the growth,” he said.

Power costs

While equipment, infrastructure and personnel to serve customers are a part of UEC's costs, purchasing electricity from suppliers takes up most of the cooperative's budget. In 2018, 76.6% of UEC's expenditures were for wholesale power.

Much of that power comes from the federally owned Bonneville Power Administration, which sells electricity from 31 dams, a nuclear power plant and several small nonfederal power plants.

In 2011, UEC signed a 20-year purchasing contract with BPA, after BPA changed its rate structure. Demand for BPA's power was outstripping supply, and so BPA calculated a "high water mark" for utilities. The complicated formula used the amount of power BPA was able to produce in its lowest-performing years (when dry weather meant low stream flows through hydroelectric dams) and the utilities' usage in recent years.

Each utility was then assigned an amount of power it could purchase from BPA at "Tier 1" rates, which BPA would set at cost. Any power the utility needed beyond that amount would be considered "Tier 2" power, to be purchased at market rates. In high-water years, BPA would sell its excess power into the market and use the profits to keep Tier 1 prices low.

"The assumption at the time was that power costs were going up," Echenrode said.

Power costs in the market didn't go up, however. Instead they dropped, due to a confluence of factors that included fracking causing natural gas to drop to a fraction of its previous price.

Rapid growth in Hermiston and surrounding areas has pushed UEC well into needing Tier 2 power for its newer customers each year, but Echenrode said it so far hasn't hurt them — the market price is actually lower than BPA's Tier 1 prices.

"Nobody would have ever thought of that when the contracts were signed in (2011)," he said.

UEC's contract with BPA is up in 2028, but Echenrode said that he expected they would be purchasing power from BPA well beyond that.

“They’ve been very good to us, and very good to our customers,” he said.

Renewable energy

Echenrode said it was hard to know what market rates for power would do in the future, particularly as more states enact laws around renewable energy and cap and trade.

Oregon Democrats are trying to pass cap-and-trade legislation of their own, which Echenrode said will “likely have a cost.”

In 2016 the legislature passed a law requiring investor-owned utilities to get at least 50% of their power from renewable sources by 2040, and consumer-owned utilities such as UEC to must get to at least 25%. The law does not include existing hydropower from dams as a renewable source, because lawmakers stated the intent was to encourage creation of new renewable energy sources.

Echenrode said the market “may demonstrate renewables are less expensive over time,” or the law may force UEC to purchase more expensive electricity.

Compliance is shown through Renewable Energy Certificates, and Echenrode said UEC has been building those up now to protect it from spikes in the market.

Despite some uncertainty about the future of the market, Echenrode said UEC is bound to serve all customers in its service area, and he believes that overall the area’s growth is good for residents. The growth, for example, has helped pay for new equipment to serve customers, and enabled improvements such as UEC burying miles of lines on Weston Mountain to decrease fire hazards.

After BPA recently announced an increase in its prices, UEC will be adjusting its rates by about 2% in 2020, Echenrode said – something the utility will send more information to customers about in December.

For customers worried about their personal or business electric bill, he said, UEC works hard to help people increase their energy efficiency through free home energy audits, low-cost loans, cash rebates, weatherization and more. Information about those programs can be found

at www.umatillaelectric.com/energy-efficiency.

“The cheapest kilowatt hour is the kilowatt hour you save,” Echenrode said.

Jade McDowell

Reporter

Reporter covering city government and economic development in Hermiston, Umatilla, Stanfield and Echo.



Michaela Ramirez

From: Jonathan Tallman <1stjohn217llc@gmail.com>
Sent: Saturday, April 25, 2026 8:07 AM
To: Rogala, Zachary (PacifiCorp); Tamra Mabbott; puc.consumer@puc.oregon.gov; puc.publiccomments@puc.oregon.gov; puc.hearings@puc.oregon.gov
Cc: Thompson, Amira (PacifiCorp); Jocelyn Pease; Michaela Ramirez; August Peterson; Derrin Tallman; David Sykes; DL_Planning Dept
Subject: Re: To Morrow County Planning, Oregon PUC Public Comments, and Oregon PUC Hearings:

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

To Morrow County Planning, Tamra Mabbott, and the Oregon Public Utility Commission,

I am requesting written clarification for the record regarding conflicting statements about the proposed PacifiCorp Apex–Maverick 31.8-mile 500 kV transmission line.

On April 22, 2026, PacifiCorp attorney Zachary Rogala stated by email that PacifiCorp had not yet filed a CPCN and had not yet begun the ORS 469.442 process, although he said those processes were expected to begin in the near future.

However, the County packet for the April 15, 2026 Board of Commissioners meeting appears to state that PacifiCorp had filed a CPCN, references a Land Use Compatibility Statement signed January 26, 2026, and discusses the project in a way that suggests formal process steps were already underway.

Because these statements do not appear to match, I request a clear written response addressing the following:

1. Has PacifiCorp actually filed a CPCN for the Apex–Maverick 31.8-mile 500 kV transmission line project? If yes, please provide the docket number, filing date, and public filing information.
2. If no CPCN had been filed as of April 22, 2026, please explain why the April 15, 2026 County packet states or implies otherwise.
3. Has the ORS 469.442 public involvement process formally begun? If yes, please identify the start date and the official notice materials. If not, please explain whether the County packet was referring only to anticipated future steps.
4. Please explain the basis for the Land Use Compatibility Statement referenced in the County packet, including whether it was issued as part of pre-filing coordination rather than an active CPCN docket.
5. Please clarify whether the County packet language was based on draft information, anticipated filings, preliminary coordination, or an actual formal filing.

In addition, because the City TSP, the County's co-adoption of the City TSP, and related public narratives appear to be shifting or changing depending on the setting, I request that the record clearly identify whether any nondisclosure agreements, confidentiality agreements, coordination agreements, or other restrictions on disclosure have been signed by any public officials, staff, consultants, or project participants relating to this project or related infrastructure planning.

If any such agreements exist, please provide the following for the public record:

- the identity of the parties to each agreement,
- the date each agreement was signed,
- the subject matter covered,
- whether the agreement remains in effect,
- and copies of the agreement unless exempt from disclosure, in which case please identify the specific legal basis for withholding it.

I also request disclosure of any conflict-of-interest filings, ethics disclosures, recusals, or other written records showing whether any public official, staff member, consultant, or decision-maker has identified a potential conflict, financial interest, prior coordination, or other relationship relevant to this project.

This request is especially important now because the public has been given changing explanations about transportation planning, jurisdiction, project timing, and related infrastructure processes through the City TSP, the County co-adoption process, and other public records and packets. If there are confidentiality restrictions, undisclosed coordination arrangements, or conflicts affecting how this project is being described or advanced, that should be shown clearly in the paperwork and placed into the record before the matter moves forward any further.

I am not making accusations in this request. I am asking that the record be complete, clear, and transparent before this matter proceeds through any CPCN, ORS 469.442, LUCS, county land use, or related planning process.

Please also add me to all future notice lists, service lists, hearing notices, public comment opportunities, and related distributions for this project through Morrow County, the Oregon PUC, and any related state or local proceeding once formal processes begin.

Thank you,

Jonathan Tallman
1st John 2:17 LLC
1stjohn217llc@gmail.com

On Wed, Apr 22, 2026 at 12:50 PM Rogala, Zachary (PacifiCorp) <Zachary.Rogala@pacificorp.com> wrote:

Afternoon Jonathan,

My name is Zack Rogala, attorney for PacifiCorp. I was forwarded your message after our recent Morrow County meeting. We haven't filed a CPCN yet, and have not yet begun the ORS 469.442 process. However we anticipate doing so in the near future. We'll let you know when we've started these processes, and you can get added to the notice or service lists for each at that time.

Thanks for reaching out,

ZTR

Zachary Rogala

435.319.5010

PacifiCorp

(he/him)

From: Jonathan Tallman <1stjohn217llc@gmail.com>

Sent: Wednesday, April 15, 2026 2:06 PM

To: DL_Planning Dept <PlanningDepartment@morrowcountyor.gov>; puc.hearings@puc.oregon.gov; puc.publiccomments@puc.oregon.gov; Tamra Mabbott <tmabbott@morrowcountyor.gov>; August Peterson <apeterson@morrowcountyor.gov>; Dsykes@morrowcountyor.gov; Matthew Jensen <mjensen@morrowcountyor.gov>; Valerie Ballard <vballard@morrowcountyor.gov>; Oregon Dockets <oregondockets@pacificorp.com>

Cc: Kilkennyjo@gmail.com; Griebs@gotsky.com; Sam.myers84@gmail.com

Subject: [INTERNET] To Morrow County Planning, Oregon PUC Public Comments, and Oregon PUC Hearings:

You don't often get email from 1stjohn217llc@gmail.com. [Learn why this is important](#)

THIS MESSAGE IS FROM AN EXTERNAL SENDER.

Look closely at the **SENDER** address. Do not open **ATTACHMENTS** unless expected. Check for **INDICATORS** of phishing. Hover over **LINKS** before clicking. [Learn to spot a phishing message](#)

Hello!

I request to be added to all notice lists, hearing notices, distribution lists, and public comment

opportunities for the proposed PacifiCorp Apex–Maverick 31.8-mile 500 kV transmission line project, including the ORS 469.442 process, the CPCN process, and the county land use process.

I also request a clear explanation of why this line is actually necessary if major transmission upgrades and related substation planning already exist or have already been planned for the same broader growth corridor.

Please respond to the following:

1. What exact loads, customers, or facilities require the Apex–Maverick 500 kV line?
2. Which of those loads are already being served, or already planned to be served, through existing or previously planned transmission upgrades?
3. Why are already planned 230 kV upgrades and related substation improvements not sufficient?
4. Is this project based on committed load or speculative future growth?
5. What alternatives were studied and rejected?
6. Is this a true reliability necessity, or mainly a capacity expansion for future development?
7. How is “necessity” being defined if other transmission planning already reaches the same broader service area?
8. What portion of the claimed need is for existing demand, and what portion is for future projected demand?
9. Does PacifiCorp contend this project does not overlap with other transmission planning already identified in UEC’s long-range materials?
10. Will PacifiCorp provide the actual studies supporting the claim that this 500 kV line is required?

I also expressly reserve the right to raise additional questions and to submit further evidence, comments, and objections into the record as additional project information, studies, routing details, and agency responses are produced.

Please also provide the direct PacifiCorp project contact for this Apex–Maverick line.

Thank you,
Jonathan Tallman



Fw: April 28th planning commission meeting

From Tamra Mabbott <tmabbott@morrowcountyor.gov>
Date Wed 4/29/2026 11:55 AM
To Michaela Ramirez <mramirez@morrowcountyor.gov>; Kaitlin Kennedy <kkennedy@morrowcountyor.gov>; Clint Shoemake <cshoemake@morrowcountyor.gov>; George Cress <gcress@morrowcountyor.gov>
Cc Stephen Wrecsics <swrecsics@morrowcountyor.gov>

FYI.

From: Daniel Kearns <dan@reevekearns.com>
Sent: Wednesday, April 29, 2026 11:16 AM
To: Tamra Mabbott <tmabbott@morrowcountyor.gov>
Cc: Matthew Jensen <mjensen@morrowcountyor.gov>
Subject: Re: April 28th planning commission meeting

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Another thing. You don't have to keep Tallman up-dated every few days or every week as to exactly what is in or not in the record of a particular item. You can make him come down to the office and invest his time instead of wasting your time. To the extent that you happen to omit something that should be in the record - tough. It only matters if/when a LUBA appeal is filed and then those disputes are hashed-out through the record objection process. You may as well wait until then to invest your time determining what is and is not in the record.

Daniel Kearns
REEVE KEARNS PC
P.O. Box 13015
Portland, OR 97213
Telephone: (503) 997-6032

CONFIDENTIALITY NOTE: This e-mail message from the law offices of REEVE KEARNS PC is for the sole use of the intended recipient or recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution or other dissemination of this e-mail message and/or the information contained therein is strictly prohibited. If you are not the intended recipient of this e-mail message, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

From: Tamra Mabbott <tmabbott@morrowcountyor.gov>
Date: Wednesday, April 29, 2026 at 10:28 AM
To: Daniel Kearns <dan@reevekearns.com>
Cc: Matthew Jensen <mjensen@morrowcountyor.gov>
Subject: Fw: April 28th planning commission meeting

Dan - thank you for being on line for the hearing last night. These emails are getting completely out of hand. We included everything Jonathan submitted in his three emails. In one email, he included a link to an article, and we did not include it. I don't believe we are required to do so but please advise.

Where none of this relates to the IAMP, is the county obligated to include it in the record? One of my peers from Coos County told me she has denied materials if they are not relevant. Is that legal?

I'm checking with you before I respond but my plan is to let him know that we have the record assembled, send him everything we have and then ask him to identify what is missing. But I would also like to share that the information he is submitting is not relevant (and may be redacted if you think that is appropriate).

The hearing was continued to June 30th so this is not urgent but I do want to get ahead of the curve.

This is costing the county a lot of money, for your support (not complaining but just pointing out the obvious), and staff time and materials.

I am copying Matt so he is in the loop.
Thank you.

From: Jonathan Tallman <1stjohn217llc@gmail.com>
Sent: Wednesday, April 29, 2026 8:05 AM
To: Tamra Mabbott <tmabbott@morrowcountyor.gov>; John Bowles <jbowles@morrowcountyor.gov>; Justin Nelson <jnelson@morrowcountyor.gov>; Deborah Bloom <deborahbloom1@gmail.com>; August Peterson <apeterson@morrowcountyor.gov>; David Sykes <dsykes@morrowcountyor.gov>; DL_Planning Dept <PlanningDepartment@morrowcountyor.gov>
Cc: Mike Rogoway <mrogoway@oregonian.com>; Michaela Ramirez <mramirez@morrowcountyor.gov>; alex@tme.agency <alex@tme.agency>; puc.publiccomments@puc.oregon.gov <puc.publiccomments@puc.oregon.gov>; noahcamuso@gmail.com <noahcamuso@gmail.com>; Terra King <Terraelyseking@gmail.com>; nellie@oregonagtrust.org <nellie@oregonagtrust.org>; dirkknudsen@gmail.com <dirkknudsen@gmail.com>
Subject: Re: April 28th planning commission meeting

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Tamra,

Thank you for continuing the Tower Road IAMP hearing to June 30. I am surprised these issues were not addressed earlier, especially for a project that may involve roughly \$209 million in infrastructure and major impacts to roads, access, water, power, utilities, and future development. Many late

comments came from parties connected to Amazon, the Port of Morrow, or other project interests, which makes it even more important that the County slow down, clearly identify the assumptions being relied on, and make sure the public record is complete. From the outside, this feels reactive, with major issues being raised and changes being made on the fly. I respectfully ask that the County be proactive before June 30. This is supposed to be planning, not pushing something through before the public, landowners, and even major stakeholders fully understand the consequences. I ask to get all records and notices. There seems to be a continual pattern of the record not being done properly or pushed back because records are incomplete.

I want to follow up and make sure all my April 28 emails, attachments, photos, and concerns are included in the record for TSP-164-26.

I am specifically asking the County to identify whether any UEC infrastructure planning, power corridors, substations, transmission materials, water infrastructure, airport-area development, or data-center assumptions were relied on in the Tower Road IAMP traffic, access, mitigation, infrastructure, or funding assumptions with all those concerns.

I am also specifically referencing the UEC protective order materials from my eminent domain case, including Protective Order No. 20-094. Some of those materials are now approximately 10 years old and relate to UEC long-range planning, transmission, substations, load growth, and related infrastructure. I am not asking the County to violate any protective order. I am asking the County to state clearly whether any protected, confidential, NDA, or non-public materials were relied on, directly or indirectly, in developing or supporting the Tower Road IAMP. This needs to be resolved.

I also want the water issue addressed in the record. Data centers require large amounts of water, power, transmission capacity, roads, and public infrastructure. I will be attaching DLCD materials showing that data centers require abundant water for cooling and proximity to high-capacity electrical transmission lines, and that Eastern Oregon/Umatilla Basin data-center land demand is being tracked at thousands of acres. Those assumptions matter if they are being used to justify roads, access controls, utility corridors, water lines, UGB planning, or public infrastructure improvements.

Please identify whether the Tower Road IAMP relied on any water-service assumptions, municipal water capacity assumptions, OWRD coordination, water-rights assumptions, water-line extensions, Port water/wastewater service, or future data-center cooling-water demand. If those water assumptions were relied on, please identify them in the record. If they were not relied on, please say that clearly.

This matters because the IAMP is not just a concept. It is proposed for adoption into the Comprehensive Plan, with an overlay zone, zoning map amendment, access controls, mitigation standards, and future infrastructure implications.

If protected, confidential, NDA, or non-public infrastructure materials were relied on, the County should identify that fact and explain how the public can meaningfully review and comment on the IAMP without access to the underlying information. If they were not relied on, the County should clearly say so in the record. Some Port of Morrow employees have signed a NDA and all county staff need to be forthcoming about anything they have signed when their information is assimilated into the record. That needs added to the record with documentation of their signed NDA's. The stakeholders of this county are not being represented if this isn't disclosed. Please note Jeff Wenholz the Morrow county commissioner has a fiduciary responsibility and he is aware of the protective order with UEC so he can fill you in on the appropriate documents that are missing or referenced. Justin

Nelson also is aware of them when I dealt with my eminent domain case. This is evidence not being disclosed.

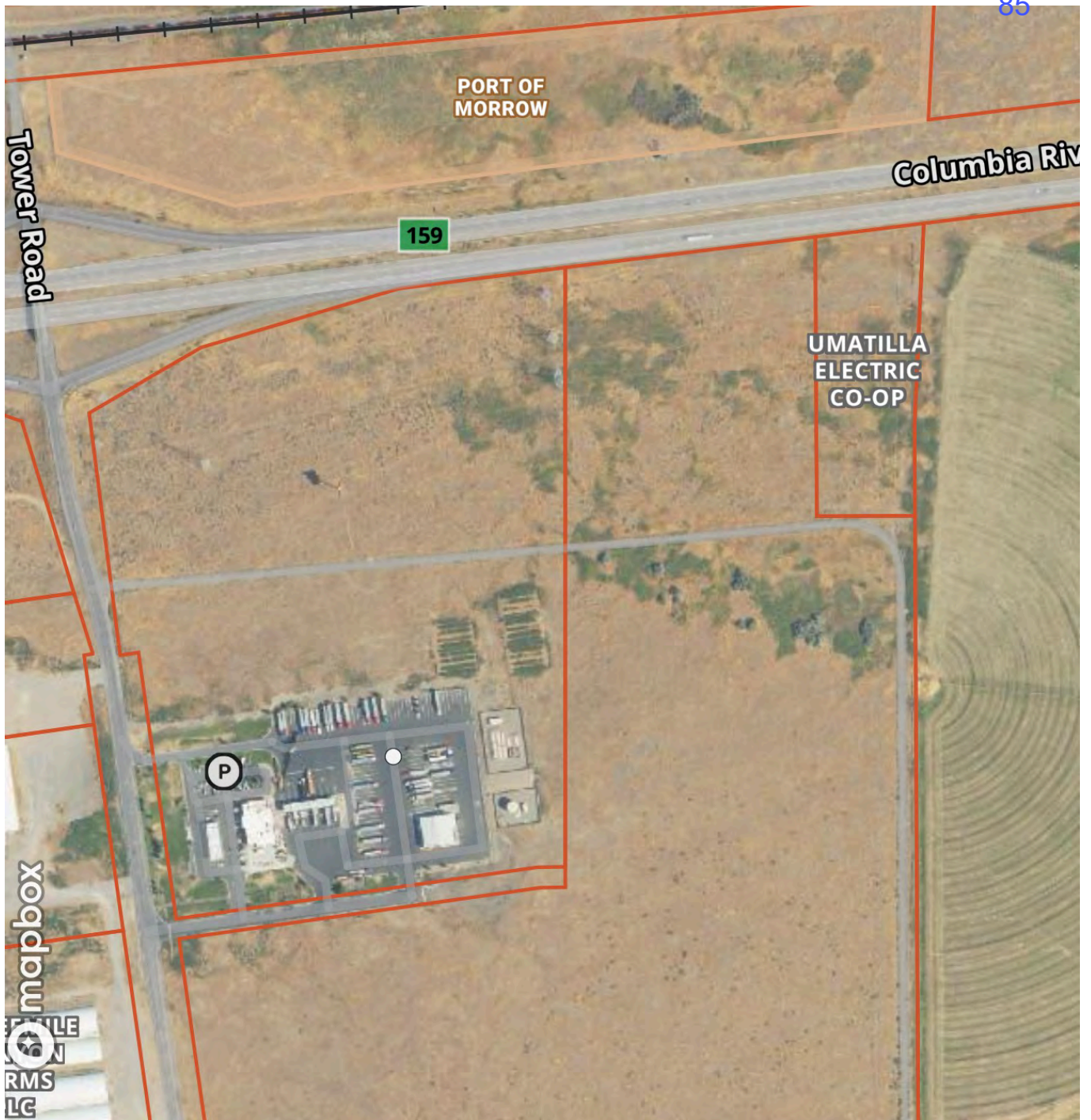
Please confirm that this email and my prior April 28 submissions are included in the record for the continued June 30 hearing and please send me the emails from the port of Morrow (Jacob Cain) and the lawyers representing Amazon for my records since documents were missing again at the meeting last night.

Please note the majority of the meeting last night for time was on the truckers land issue. How come the meeting was longer and more stringent on the small people than a trillion dollar company with a potentially land use but comprehensive 200 million dollar project doesn't have the same type of personal conceptuality that will effect even more people than stakeholders/citizens trucker issues.

I also ask that any records have verbatim what was said at the meeting and all contextual language added in the minutes correctly with nothing shortened or deducted for the testimony given. Administrative records could be perceived as obstruction of justice since it is evidence and that is not a civil issue that is a criminal issue when it gets certified as being truthful. I can cite code on that if you wish.

Thank you,

Jonathan Tallman



Conceptually UEC substation with fence? This needs to be investigated further.

On Tue, Apr 28, 2026 at 6:25 PM Jonathan Tallman <1stjohn217llc@gmail.com> wrote:

Tamra,

I am at the meeting now and this picture and notation is not part of the exhibit list.

This needs to be added to the record. I have asked for it to be apart of the record already but it is missing.

I also want to preserve that the approved 816,000-square-foot data center facility east of the Boardman airfield must be addressed in the record. If this facility was relied on in the IAMP assumptions for traffic, access, water, power, utility demand, airport-area development, or public infrastructure planning, then it needs to be included and identified in the record. If it was not relied on, the County should say that clearly. This matters because the public cannot evaluate the Tower Road IAMP without knowing what approved or pending data-center projects were used to justify the overlay, road controls, mitigation, and future infrastructure planning.

Morrow County Officials have formally approved the plan to build the sprawling 816,000 square foot facility just east of the airfield. This image shows the approximate area it will be located at.



Boardman Airport-Data Center---google maps

On Tue, Apr 28, 2026 at 6:15 AM Jonathan Tallman <1stjohn217llc@gmail.com> wrote:

Morrow County Planning Commission, Tamra, and County Staff,

Please add this email and the attached photos to the public record for the April 28, 2026 Planning Commission hearing regarding the Tower Road IAMP, TSP-164-26.

I am submitting these photos because they show Umatilla Electric Cooperative's physical infrastructure activity near the Tower Road / Columbia River Highway area. My concern is that this infrastructure appears to be moving forward in the real world while other related planning documents describe projects, corridors, access, and infrastructure assumptions as "conceptual."

Please see pictures that show active working being put in place next to the land the city just sold near the Love's truck stop. The UEC land picture shows a substation being built by contractors moving dirt and have a fence up.

That distinction matters.

The April 28 packet states that the Tower Road IAMP is being adopted into the Morrow County Comprehensive Plan, includes an IAMP Overlay Zone, and includes a zoning map amendment for the Tower Road interchange area. The packet also states that the IAMP is intended to establish a framework for managing access, guiding transportation improvements, coordinating with ODOT, and preserving interchange function over a long-term planning horizon.

The packet also identifies Umatilla Electric Cooperative as a participant in the IAMP Technical Advisory Committee / Public Advisory Committee process. That means UEC was not merely an outside observer. UEC appears to have participated in the planning and coordination process for this transportation and infrastructure planning area.

That raises an important record issue.

If UEC infrastructure, power corridors, easements, substations, transmission planning, road improvements, access assumptions, or data-center-related infrastructure are being coordinated with this IAMP, then those materials need to be clearly identified in the public record to the extent they are not legally protected.

I am not asking the County to violate any protective order, NDA, confidentiality agreement, or attorney-client restriction. I am asking the County to avoid relying on undisclosed or partially disclosed infrastructure assumptions while asking the public to comment on a plan that may affect roads, access, traffic, utilities, property value, future development rights, and public funding.

There is another issue that needs to be brought to the forefront and added to the record: potential conflicts, bias, and confidentiality agreements.

If any Planning Commission members, Board of Commissioners members, City of Boardman officials, City employees, County employees, consultants, utility representatives, Port representatives, or other public participants involved in this process have signed NDAs or confidentiality agreements related to Amazon, data centers, UEC infrastructure, BPA, ODOT, the Port of Morrow, or related infrastructure planning, that needs to be disclosed on the record. This project is projected to cost over 200 million dollars and data centers are already approved in this area. Please see attached Eastern Oregon article from UEC executive "those who trigger the growth, pay for it."

This matters because the Tower Road IAMP does not exist in isolation. It affects the City of Boardman, the County, transportation planning, utility planning, public infrastructure, development assumptions, access management, and property rights. If City employees or officials have conflicts, confidentiality restrictions, financial relationships, prior coordination, or NDA obligations connected to these projects, those conflicts need to be identified before the Planning Commission relies on their input, staff reports, maps, assumptions, or recommendations. This has continually been done and overlooked and needs to stop ASAP.

The public cannot meaningfully evaluate bias, conflicts, or the completeness of the record if key participants are operating under undisclosed confidentiality agreements or private coordination arrangements.

My concern is not simply that people participated in meetings. My concern is that NDAs or confidentiality agreements may change the narrative because they can limit what is said publicly, what is disclosed in the record, and how decision-makers understand the full picture. If a public official, board member, commissioner, staff member, consultant, or city employee has information they cannot disclose because of an NDA, then the public record may be incomplete. That affects the fairness and transparency of the land-use process.

The problem is this:

If these projects are only conceptual, then the County should say that clearly and explain what is not yet decided.

But if these concepts are already being used to guide road design, interchange improvements, utility placement, power infrastructure, access control, right-of-way needs, development mitigation, data-center infrastructure, or public funding, then they are no longer just conceptual for affected landowners.

The legal effect and practical effect matter.

Before adoption, I respectfully ask the Planning Commission to require a clear statement on the record addressing:

1. Whether UEC infrastructure shown or referenced in this area is connected to the IAMP assumptions (the ported order shows it);
2. Whether UEC, BPA, ODOT, the Port of Morrow, Amazon/data-center representatives, the City of Boardman, or other utilities participated in planning assumptions that affect the IAMP;
3. Whether any infrastructure materials are being relied on but not disclosed because of a protective order, NDA, confidentiality agreement, or attorney-client restriction;
4. Whether any Planning Commission members, Board of Commissioners members, City of Boardman officials, City employees, County employees, consultants, or other public participants have signed NDAs or confidentiality agreements related to Amazon, data centers, UEC, BPA, ODOT, the Port of Morrow, or related infrastructure planning;
5. Whether any such NDAs, confidentiality agreements, prior coordination, employment relationships, financial relationships, or project relationships create actual or potential conflicts of interest, bias, or limits on public disclosure;
6. Whether any decision-maker should disclose a conflict, bias, ex parte contact, or confidentiality restriction before participating in this decision;
7. Whether the County has enough public evidence in the record to adopt the IAMP Overlay Zone and related Comprehensive Plan and Zoning Ordinance amendments;

8. How affected landowners are supposed to evaluate impacts to roads, access, utilities, water, traffic, public funding, and property rights if key infrastructure assumptions are being treated as confidential, protected, or merely conceptual.

Again, I am not asking anyone to disclose legally protected information from 10 years ago. I am asking that the County identify whether protected or confidential planning materials exist, whether they are being relied on, and whether any NDAs or conflicts affect the completeness, fairness, or transparency of this land-use record. Please see below for exact orders that were on Morrow County servers and files.

If the infrastructure is real enough to guide roads, access, power, water, utilities, data-center development, and public funding, then it is real enough to require a complete record, clear findings, conflict disclosures, and transparent coordination.

Please add this email and the attached photos to supplement the public record for the hearing tonight.

Thank you,

Jonathan Tallman

Note:

I expect to speak again at the meeting and not harassed or intimidated by law enforcements presence in a civic public meeting. Property rights are at stake and the people need to be represented.

UEC

Protective Order No.: 20-094

From emeint domain case

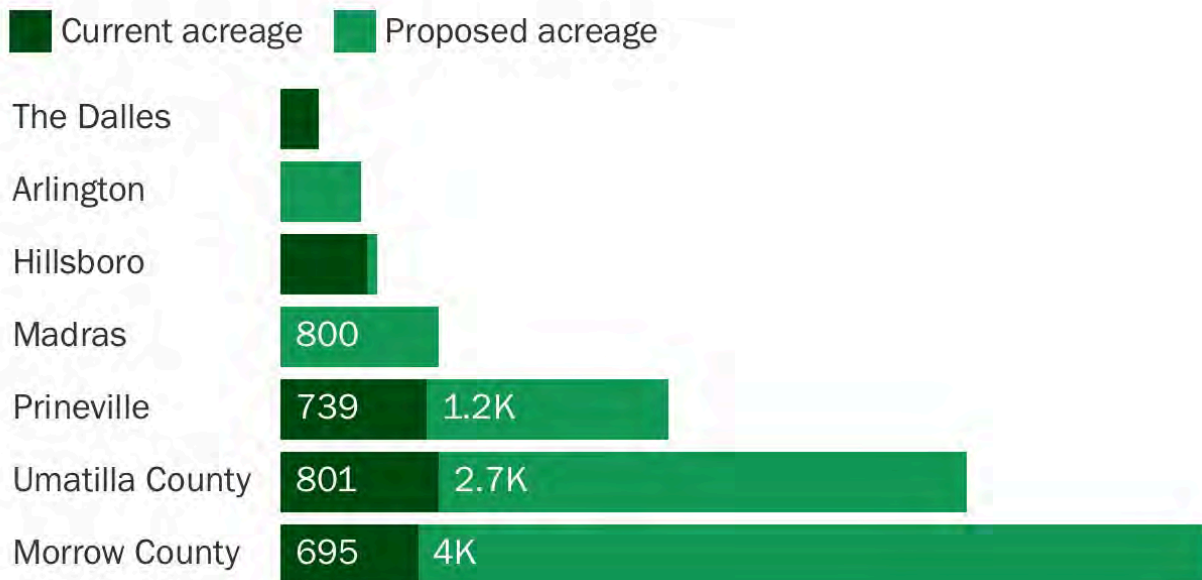
Needs to be added to the case and should be made part of the record.



Water lines going in for this airport expansion for new data centers just approved by the county.

Oregon data center acreage

Data centers occupy about 2,900 acres in Oregon today. Communities are planning to add 9,100 acres for the industry.



Source: Oregon Department of Land Conservation and Development • [Get the data](#)



OREGONLIVE
The Oregonian

4,000 more acres being added for data centers inside Morrow County “conceptually”.

April 28, 2026

VIA EMAIL

Chairperson Stacie Ekstrom
Morrow County Planning Commission
215 NE Main Ave.
Irrigon, OR 97844

Re: Comments on Draft I-84 Exit 159 Tower Road IAMP Overlay Zone and Implementing Code Amendments

Dear Chairperson Ekstrom and fellow commissioners:

We represent Amazon Data Services, Inc., the owner of property located south of the I-84 Exit 159 Tower Road interchange within the proposed Interchange Management Study Area. We appreciate the opportunity to comment on the draft Interchange Area Management Plan and the proposed zoning overlay and code amendments being developed for adoption into the Morrow County Zoning Ordinance (“MCZO”).

While we support the County’s and the Oregon Department of Transportation’s (“ODOT”) objective of addressing the long-term function of the Exit 159 interchange, we have identified a number of ambiguities in the County’s draft overlay regulations that should be clarified and resolved before the code is adopted. Adopting the overlay as currently drafted would expose property owners within the overlay boundary to uncertain and potentially open-ended regulatory obligations.

We respectfully request that the Commission continue its decision to recommend adoption of the draft code to a later date to allow time for County staff to address the following issues.

1. What constitutes a reviewable standard under the Interchange Area Management Plan (“IAMP”)?

The draft code contains multiple references to compliance with standards in the IAMP. *See, e.g.*, MCZO 4.010(F); 5.010(D)(5); 3.125(D)(2). But the IAMP contains a mix of policy statements, planning-level goals, various conceptual project descriptions, and phasing triggers expressed as percentages of projected 20-year growth. Which specific provisions of the IAMP constitute binding, reviewable development standards? Without identifying the discrete elements that function as approval criteria, property owners cannot determine what is required to achieve “compliance,” and County staff will lack clear criteria against which to evaluate applications. Likewise, requirements that import standards from other documents (*e.g.*, “consistency with the Access Management Plan and Local Circulation Network” in MCZO 9.055(A)) should be specify which standards apply to provide clarity for developers and the County.

2. How will construction-phase traffic be treated under the TIA requirements?

The draft code requires a Transportation Impact Analysis, including “a Trip Generation Estimate identifying the number of anticipated passenger car equivalent trips per day expected to access the site during construction and during regular operations[.]” *See* MCZO 3.125(F)(1); 5.010(E)(12). Will the TIA requirement apply to temporary construction traffic? If construction traffic is subject to the TIA, will temporary mitigation measures be required, and what standard or methodology will be used to determine the scope of such mitigation? The code should clarify whether and how construction-phase impacts are evaluated so that applicants can plan accordingly.

3. Does the overlay extend OAR Division 51 access standards to non-state facilities?

The draft access management provisions reference OAR 734-051 spacing standards, which govern access to state highways. *See* MCZO 4.010(F), 3.125(D)(1)-(3). Is the draft code intended to apply Division 51 access standards to all roads and driveways within the overlay, which extends far south of 1,320 feet from the ramp terminal and includes County, Port, and private roads that would not otherwise be subject to Division 51? Property owners need to understand what standards the County will apply to access onto the highway, in the influence area, onto County roads, onto Port-owned roads, and onto private roads, and under what legal authority.

4. What is the permit process within the overlay?

The draft code contemplates review for “monitoring and evaluating vehicle trip generation from development” within the overlay (*see* MCZO 3.125(E)), but it is unclear what type of permit/approval is required. It also contemplates access review and approval (*see* MZCO 9.055). Is access and/or overlay approval a separate, standalone permit? Or will it be evaluated as part of an existing review process such as site plan review or a zoning permit? If the access and/or overlay review is conducted in connection with a zoning permit, does the addition of this review elevate the zoning permit application to an administrative review, with associated notice, hearing, and appeal requirements? The code should specify the permit type, the review standards, decision-making authority (staff-level versus Planning Commission), applicable notice and hearing procedures, and the timeline for review. Additionally, the code should clarify the respective roles of the County and ODOT in the access and/or overlay review process—specifically, whether ODOT’s input is advisory or constitutes a binding approval or veto.

5. Is the ‘Interchange Influence Area’ coterminous with the overlay boundary?

The draft code references the “overlay” in some sections and the “interchange influence area” in others. Is the intent to regulate access only within the “interchange influence area”? Or is the County intending to apply all new draft provisions uniformly across the entire overlay—which encompasses over 21,000 acres. If the latter, we are concerned that properties with negligible impact on interchange operations would be subjected to the same TIA requirements, access

restrictions, and ODOT coordination obligations as properties directly abutting the interchange. The County should clarify the precise overlay boundary and consider whether a tiered regulatory approach, with different requirements based on proximity to the interchange, would be more appropriate.

6. Does the code ensure that mitigation obligations are proportionate to project impacts?

Proposed MCZO 3.125(D)(2) of the draft code provides that “development shall be required to mitigate their transportation impacts, including but not limited to dedicating right-of-way and making needed access and transportation improvements consistent with the IAMP.” Is the County proposing to impose mitigation to address consistency with the IAMP? And how would that work if the IAMP contains multiple phasing scenarios and planning-level improvement concepts that were developed on the basis of aggregate regional growth projections—not in response to any particular project? What if consistency with the IAMP differs from mitigation required to address the actual, measured impacts of a specific development proposal?

By contrast, MCZO 3.125(F)(4) of the draft code appears to contemplate a project-specific analysis in which mitigation is tied to the impacts identified in a Transportation Impact Analysis—an approach that seems far more consistent with the constitutional requirements of *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), which require that development exactions bear an essential nexus to a legitimate governmental interest and be roughly proportional to the impact of the proposed development. We suggest the County to revise MCZO 3.125(D)(2) to expressly tie mitigation obligations to the proportionate share of a project’s demonstrated impacts, consistent with MCZO 3.125(F)(4) and applicable constitutional standards.

Thank you for your attention to these issues and the opportunity to comment. We would welcome the opportunity to discuss these issues with the County and ODOT and to participate in the public hearing process.

Sincerely,



Megan Lin

cc: Steven Pfeiffer (via email)
 Jason Tacchini (via email)
 Omar Cardenas (via email)
 Rodrigo Senties Ruiz (via email)

Michaela Ramirez

From: bryce doherty <brycetaylor@doherty@live.com>
Sent: Tuesday, April 28, 2026 12:24 PM
To: Michaela Ramirez
Subject: Comment for planning commission meeting

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Hello I would like to submit comment for the land use meeting tonight April 28 -

I am an adjoining landowner near the Tower Road interchange area and am writing regarding the proposed IAMP overlay.

My property is served by a recorded easement that provides my sole legal access, and I am not willing to relocate or modify this access. Any future development must be designed to fully preserve this existing legal access without impairment.

I also rely on a private well located near the property boundary, and as a nearby resident, I am concerned about potential impacts to both water quality and availability from large-scale industrial development in close proximity. This is my household's water source, and protecting its long-term reliability is very important to me. I request that future development in this area include careful evaluation of groundwater use, aquifer impacts, and long-term water supply sustainability, along with appropriate monitoring and mitigation requirements.

Given these constraints, I request that the County carefully consider whether the level of industrial development anticipated under this overlay is compatible with existing rural residential properties in the area. At a minimum, future development should include clear requirements to protect existing access easements and address potential impacts to private wells.

I also have general concerns regarding potential noise, lighting, and other operational impacts associated with large-scale industrial uses near my residence.

Thank you for the opportunity to provide input.

Bryce Doherty

From: Jacob Cain <JacobC@portofmorrow.com>

Sent: Tuesday, April 28, 2026 4:52 PM

To: Tamra Mabbott <tmabbott@morrowcountyor.gov>

Cc: Michaela Ramirez <mramirez@morrowcountyor.gov>; Clint Shoemake <cshoemake@morrowcountyor.gov>; George Cress <gcress@morrowcountyor.gov>; sarah.curtiss@stoel.com; Lisa Mittelsdorf <LisaM@portofmorrow.com>; Mark Patton <MarkP@portofmorrow.com>

Subject: Morrow County Comprehensive Plan and Zoning Ordinance Amendment TSP-164-26, Comment

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Hello Tamra,

We had the opportunity to review the proposed **Morrow County Comprehensive Plan and Zoning Ordinance Amendment TSP-164-26, Tower Road Interchange Area Management Plan (IAMP) Adoption** that is on tonight's agenda. As you can imagine, this implementation has the potential to impact a big area of POM owned property out at our airport industrial park. Our initial review points to several questions and concerns about how the new overlay zone and standards will affect our future development plans. We are fully supportive of the adoption of an IAMP as our involvement in the technical advisory capacity should show however, the new proposed overlay zone isn't completely understood. We would ask that Morrow County planning hold off on adoption and work with the POM until we can fully understand the burden. I have listed a few concerns below but I'm sure more will surface once we get a better opportunity to engage with counsel and staff.

1. Better understanding over the overlay map. Is the overlay proposed over the entire study area? Maybe we missed it, but we can't seem to find a good proposed overlay map in the packet.
2. Access control seems to be granting ODOT and Morrow County with absolute access control inside of the entire study area. Doesn't ODOT usually only have access control over the area +/-1320' from the on ramps? Does this mean the POM has no access control authority to our public roads in our industrial park? If true, it seems very untraditional the JHA(jurisdiction having authority) over the roadway doesn't have the authority to grant or deny access to our own road.
3. The agenda is asking the planning commission to adopt the amendment tonight. Is this really an adoption or recommendation for the BOC to adopt? Maybe my thinking is incorrect but isn't a comprehensive plan amendment and zoning modification a legislative decision?
4. Is a zoning overlay necessary? Please correct me if I'm wrong but I don't believe IAMP zoning overlays have been implemented on other IAMP adoptions in the past.

Thank you in advance for your consideration,

Jacob K. Cain, PE



Director of Engineering

PH: (541) 481-7678

Cell: (541) 571-5148

JacobC@portofmorrow.com

I-84 Exit 159 Tower Road IAMP

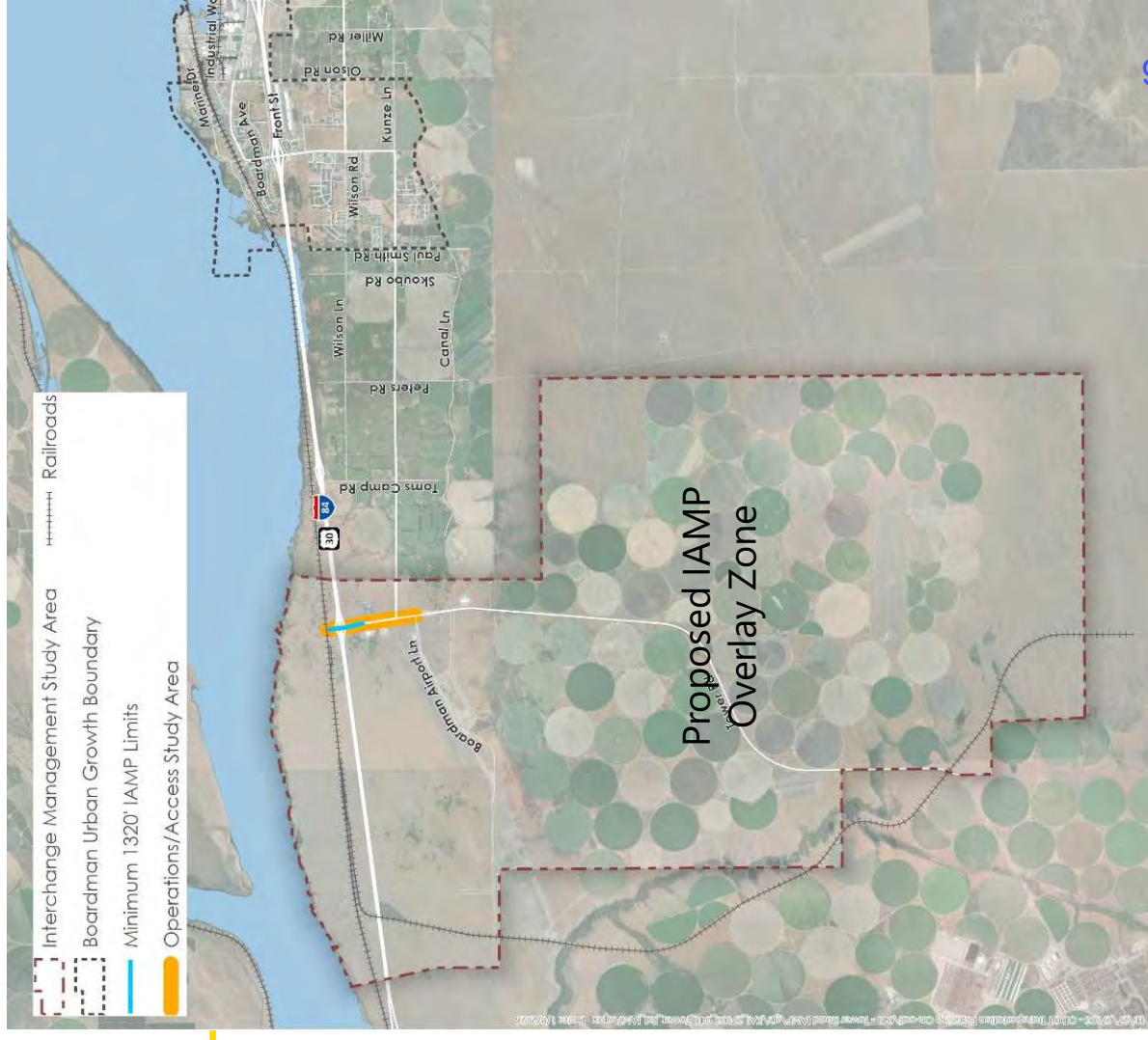


Morrow County Planning Commission Hearing – April 28, 2026



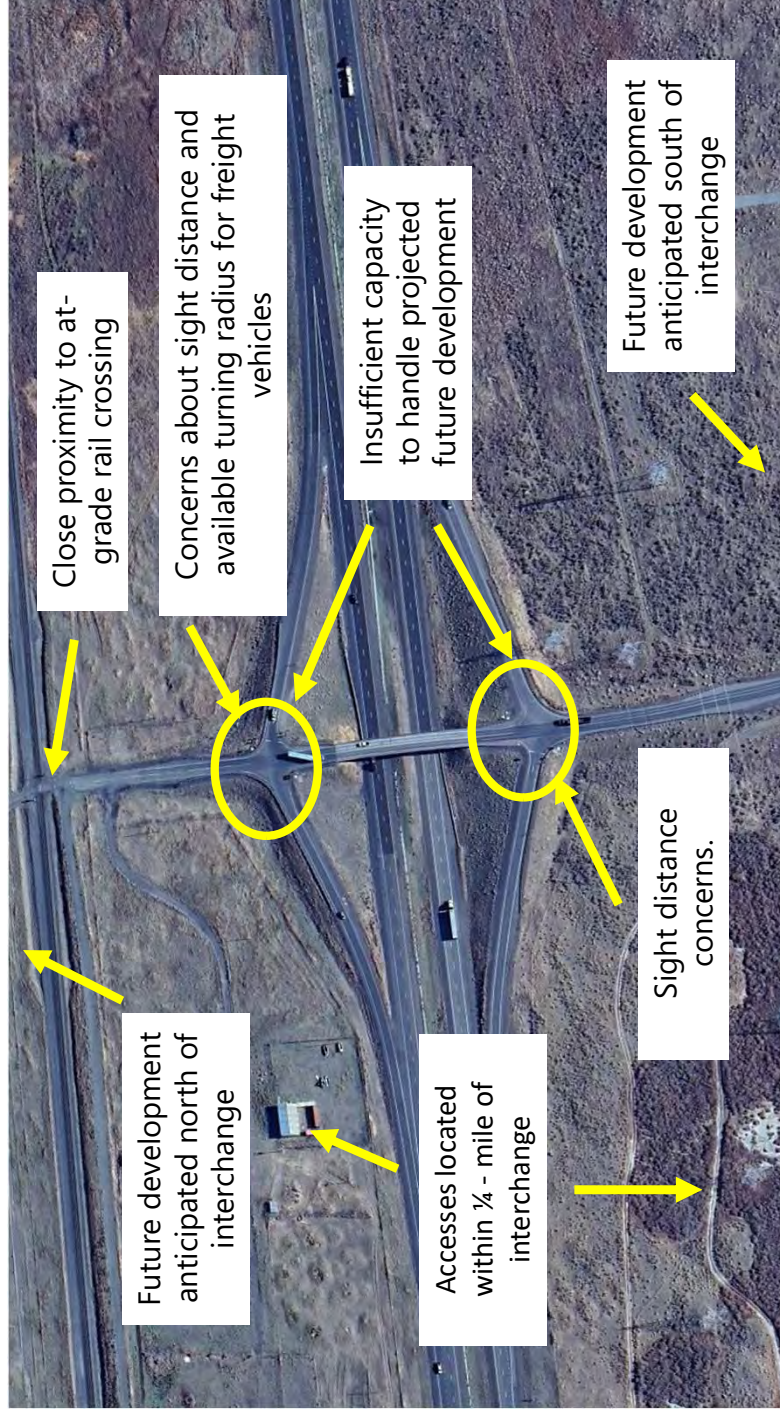
Project Overview

- 20-year planning horizon
- Light industrial, technology, and agricultural development expected
- Coordinated plan for future land-use and transportation policies, strategies, and infrastructure







Identified Concerns





Project Process



-  = Advisory Committee Meeting
-  = Freight & Community Outreach



Concept Development

- Advisory committees + project team
- Multi-tiered evaluation
 - Initial screening – 9 concepts
 - Detailed evaluation – 5 concepts





IAMP Preferred Concept

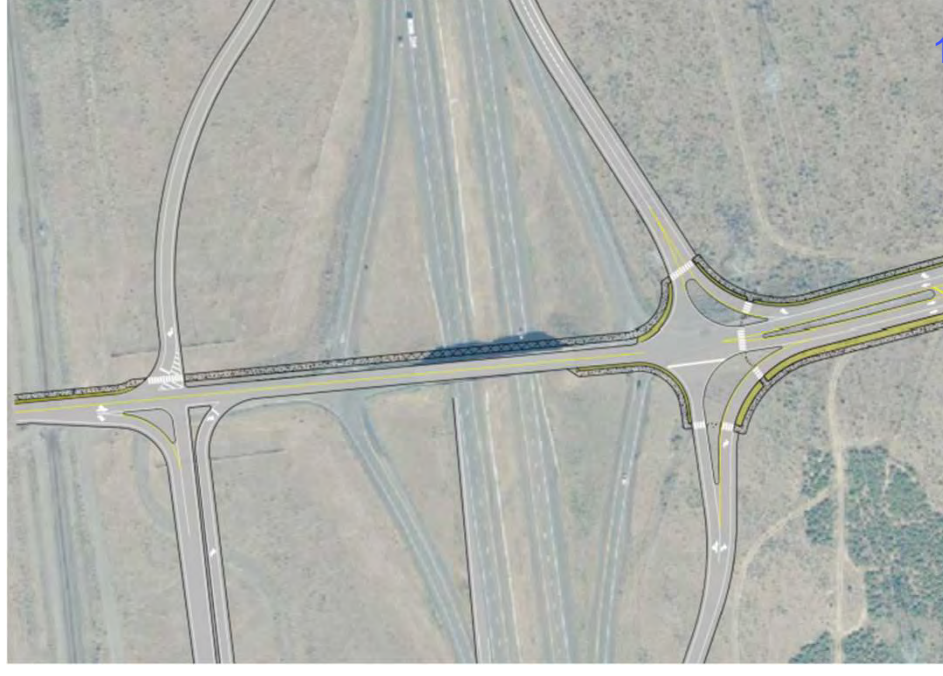
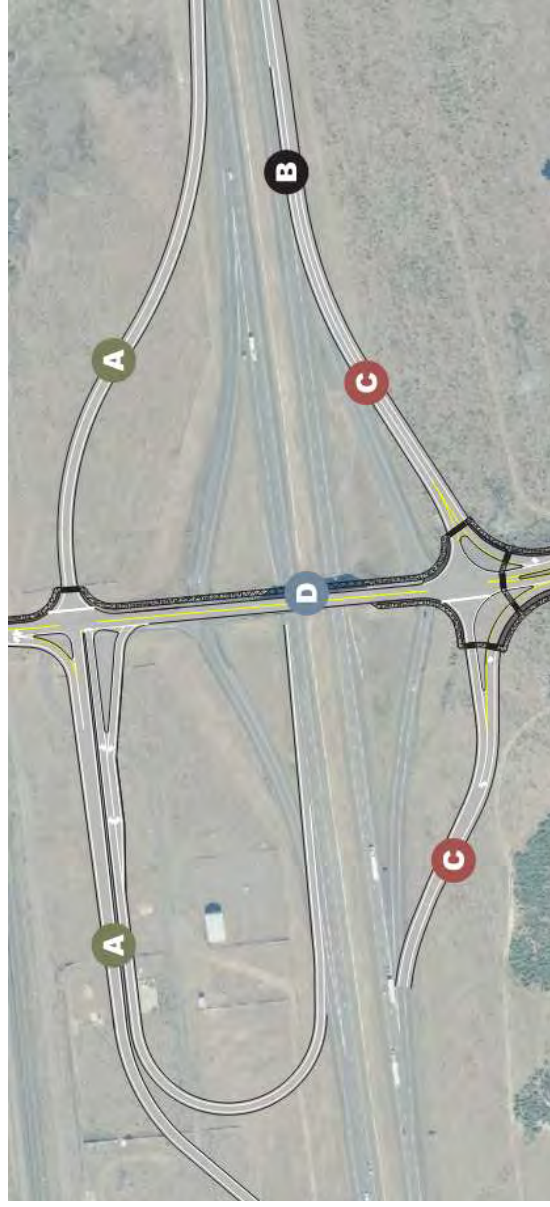
- Greatest flexibility
 - Phased implementation based on future development
 - 3 phasing options
- Safety benefit of roundabouts at ramp terminals
- Does not require new interchange bridge





Phasing Option #1

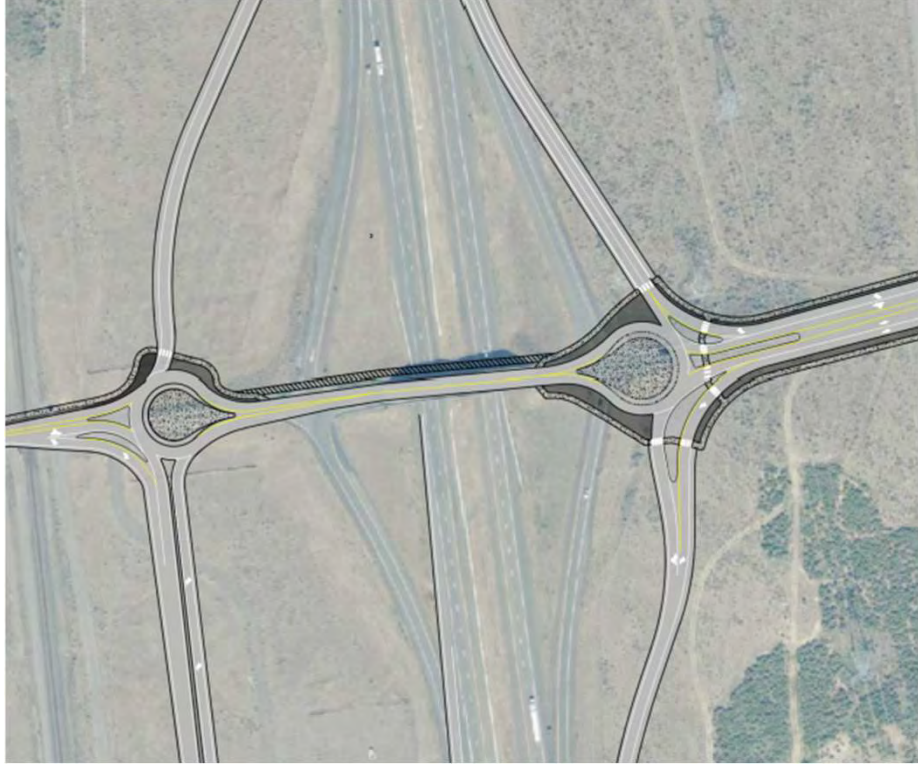
- Assumes no development north of I-84
- Cost Estimate: \$95-118M





Phasing Option #2

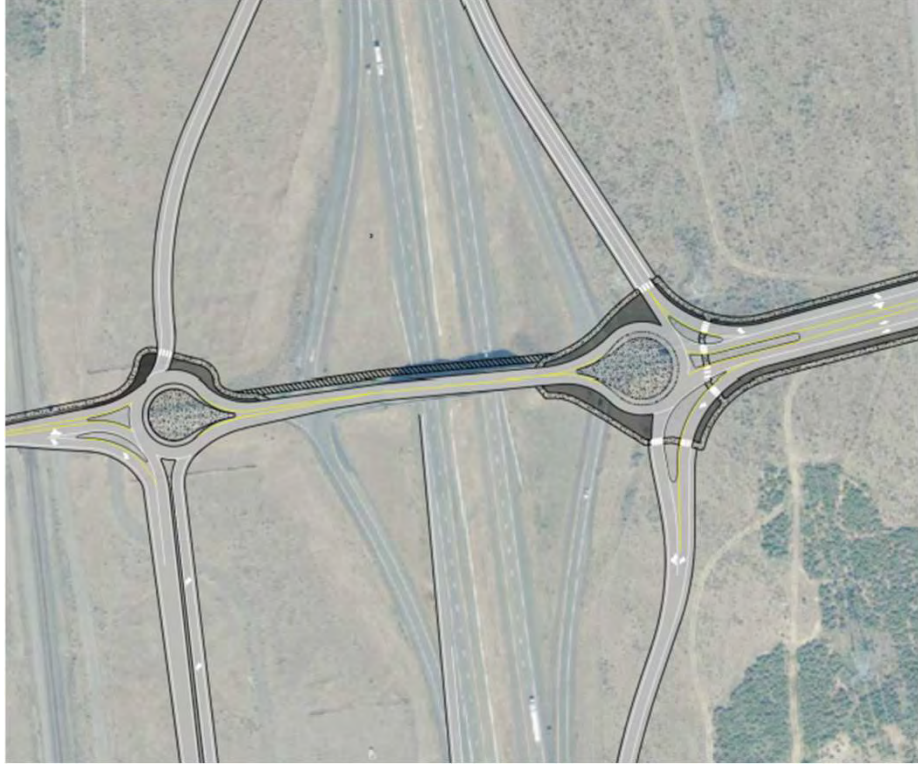
- Assumes development north of I-84
- Cost Estimate: \$174-209M





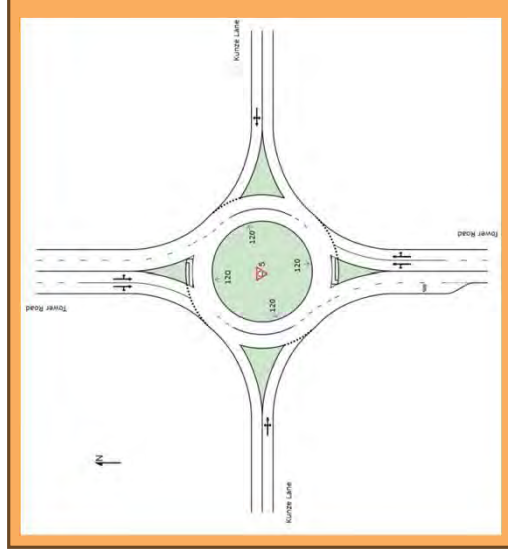
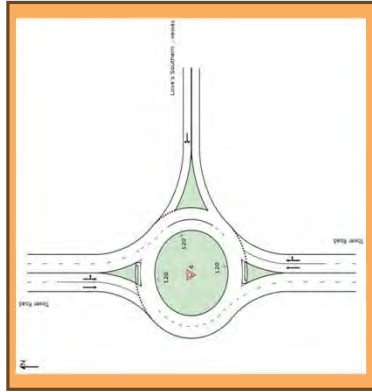
Phasing Option #3

- Assumes faster development
- Cost Estimate: \$166-199M



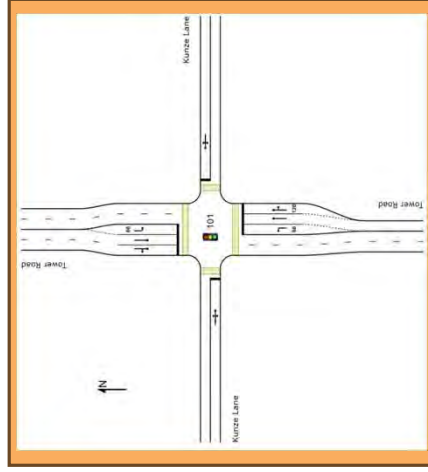
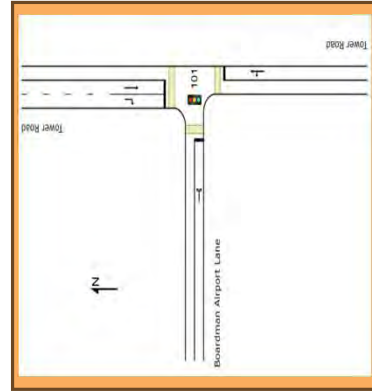
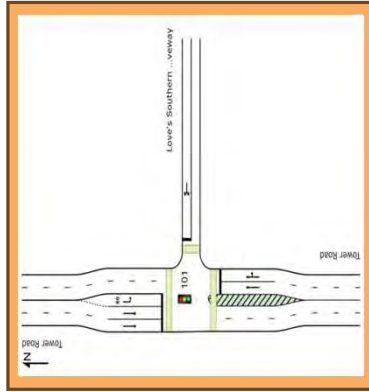


Tower Road Concepts: Roundabouts



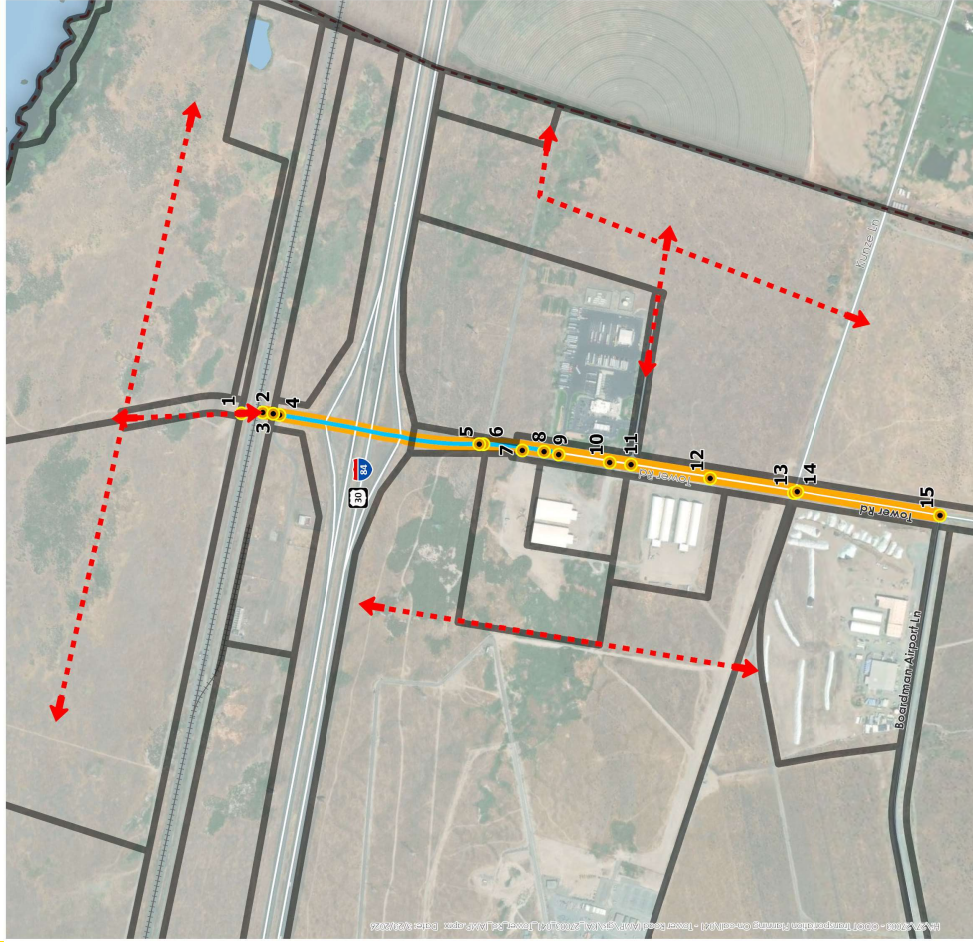


Tower Road Concepts: Signalized





Access Management Plan



Implementing Actions, Ordinances, and Code Changes



- Comprehensive Plan Amendments
 - IAMP will provide policy framework
 - Amend Comprehensive Plan map with new overlay
- Zoning Ordinance Amendments
 - New Interchange Access Management Plan Overlay Zone (IAMP-O)
 - IAMP-O includes guidelines for:
 - Access management
 - Transportation impact analyses
 - Agency coordination
 - IAMP review
- Primary Changes since Work Session:
 - Clarified which standards apply to the interchange influence area (within $\frac{1}{4}$ -mile of interchange) and which apply to the IAMP overlay zone
 - Incorporates trip generation estimate for developments within overlay zone
 - Amends ODOT comment period from 20 to 14 days



Next Steps

- Board of County Commissioners Adoption
- Finalize IAMP Report Summer 2026
- Adopted as:
 - Amendment to Morrow County Comprehensive Plan
 - Refinement to Oregon Highway Plan
- Identify Funding
- Interested Parties Outreach & Coordination

Questions?

From Jonathan Tallman 1stjohn217llc@gmail.com

Wed 4/29/2026 9:19

AM

To Tamra Mabbott <tmabbott@morrowcountyor.gov>; John Bowles <jbowles@morrowcountyor.gov>; Justin Nelson <jnelson@morrowcountyor.gov>; deborahbloom1@gmail.com; August Peterson <apeterson@morrowcountyor.gov>; David Sykes <dsykes@morrowcountyor.gov>; DL_Planning Dept <PlanningDepartment@morrowcountyor.gov>
CcMike Rogoway <mrogoway@oregonian.com>; Michaela Ramirez <mramirez@morrowcountyor.gov>; alex@tme.agency; puc.publiccomments@puc.oregon.gov; noahcamuso@gmail.com; Terra King <Terraelyseking@gmail.com>; nellie@oregonagtrust.org; dirkknudsen@gmail.com

Tamra,

I missed something big too because it is all confusing with the other questions.

I would also like to reference the **Oregon Department of Transportation Tower Road Interchange Project (Exit 159)**, which is publicly available at the following link:

<https://www.oregon.gov/odot/projects/pages/project-details.aspx?project=22880>

This project is directly associated with the same interchange area addressed in the proposed IAMP.

This reference is included in my submitted exhibit, **“Update to April 28 Planning Commission,” page 6**, where I specifically asked whether this ODOT project is separate from or connected to the IAMP being adopted.

The existence of this active ODOT project raises a key issue for the record: if the IAMP is tied to a real, ongoing transportation project, then it cannot be accurately characterized as purely conceptual planning.

These questions need to be answered before ODOT does anything further. Who is the contact for this ODOT PROJECT so I can make them aware of this? Please also supplement this to the record as well.

Thanks!

Jonathan Tallman

On Wed, Apr 29, 2026 at 8:05 AM Jonathan Tallman <1stjohn217llc@gmail.com> wrote:
Tamra,

Thank you for continuing the Tower Road IAMP hearing to June 30. I am surprised these issues were not addressed earlier, especially for a project that may involve roughly \$209 million in infrastructure and major impacts to roads, access, water, power, utilities, and future development. Many late comments came from parties connected to Amazon, the Port of Morrow, or other project interests, which makes it even more important that the County slow down, clearly identify the assumptions being relied on, and make sure the public record is complete. From the outside, this feels reactive, with major issues being raised and changes being made on the fly. I respectfully ask that the County be proactive before June 30. This is supposed to be planning, not pushing something through before the public, landowners, and even major stakeholders fully understand the consequences. I ask to get all records and notices. There seems to be a continual pattern of the record not being done properly or pushed back because records are incomplete.

I want to follow up and make sure all my April 28 emails, attachments, photos, and concerns are included in the record for TSP-164-26.

I am specifically asking the County to identify whether any UEC infrastructure planning, power corridors, substations, transmission materials, water infrastructure, airport-area development, or data-center assumptions were relied on in the Tower Road IAMP traffic, access, mitigation, infrastructure, or funding assumptions with all those concerns.

I am also specifically referencing the UEC protective order materials from my eminent domain case, including Protective Order No. 20-094. Some of those materials are now approximately 10 years old and relate to UEC long-range planning, transmission, substations, load growth, and related infrastructure. I am not asking the County to violate any protective order. I am asking the County to state clearly whether any protected, confidential, NDA, or non-public materials were relied on, directly or indirectly, in developing or supporting the Tower Road IAMP. This needs to be resolved.

I also want the water issue addressed in the record. Data centers require large amounts of water, power, transmission capacity, roads, and public infrastructure. I will be attaching DLCD materials showing that data centers require abundant water for cooling and proximity to high-capacity electrical transmission lines, and that Eastern Oregon/Umatilla Basin data-center land demand is being tracked at thousands of acres. Those assumptions matter if they are being used to justify roads, access controls, utility corridors, water lines, UGB planning, or public infrastructure improvements.

Please identify whether the Tower Road IAMP relied on any water-service assumptions, municipal water capacity assumptions, OWRD coordination, water-rights assumptions, water-line extensions, Port water/wastewater service, or future data-center cooling-water demand. If those water assumptions were relied on, please identify them in the record. If they were not relied on, please say that clearly.

This matters because the IAMP is not just a concept. It is proposed for adoption into the

Comprehensive Plan, with an overlay zone, zoning map amendment, access controls, mitigation standards, and future infrastructure implications.

If protected, confidential, NDA, or non-public infrastructure materials were relied on, the County should identify that fact and explain how the public can meaningfully review and comment on the IAMP without access to the underlying information. If they were not relied on, the County should clearly say so in the record. Some Port of Morrow employees have signed a NDA and all county staff need to be forthcoming about anything they have signed when their information is assimilated into the record. That needs added to the record with documentation of their signed NDA's. The stakeholders of this county are not being represented if this isn't disclosed. Please note Jeff Wenholz the Morrow county commissioner has a fiduciary responsibility and he is aware of the protective order with UEC so he can fill you in on the appropriate documents that are missing or referenced. Justin Nelson also is aware of them when I dealt with my emeint domain case. This is evidence not being disclosed.

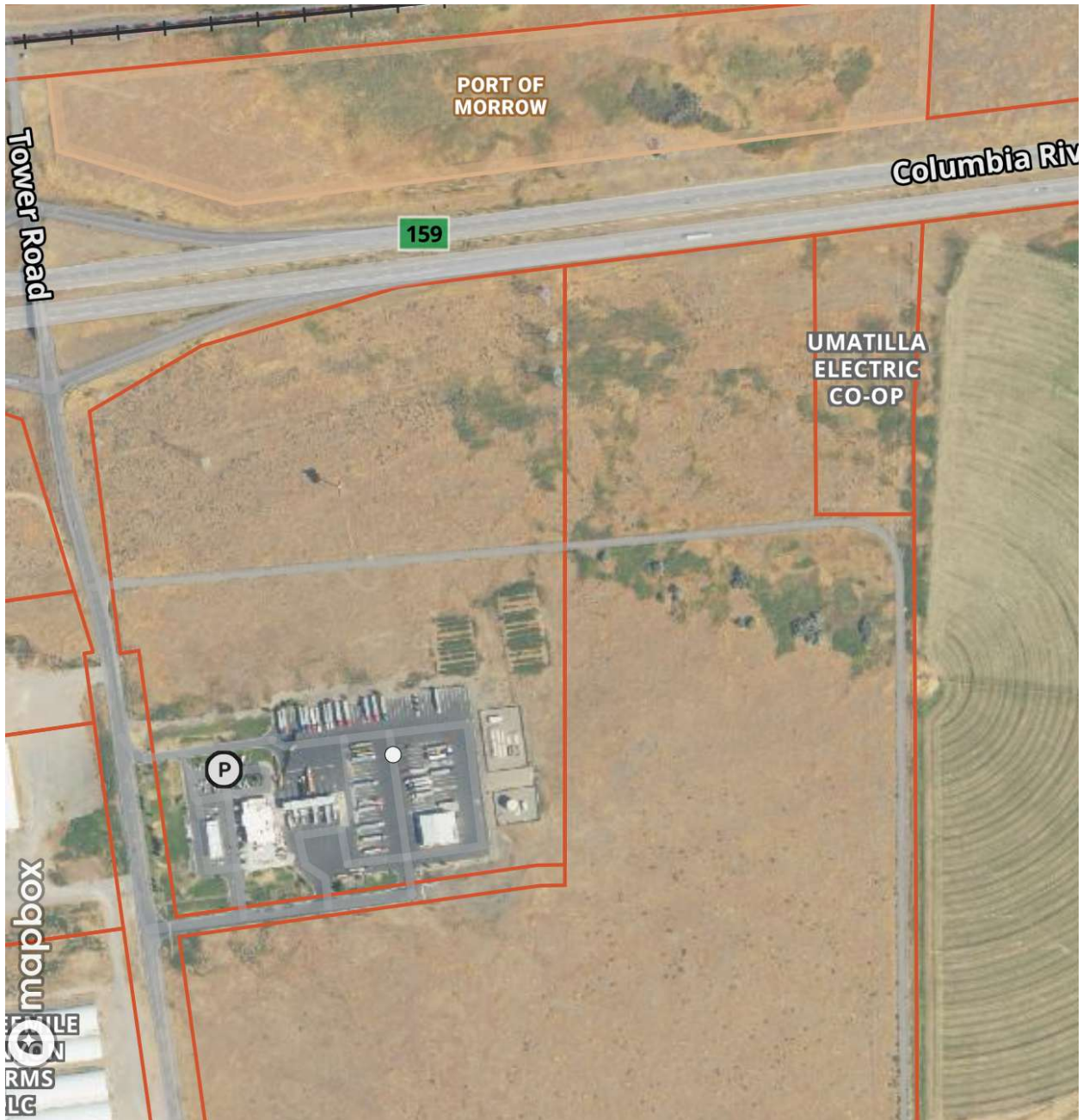
Please confirm that this email and my prior April 28 submissions are included in the record for the continued June 30 hearing and please send me the emails from the port of morrow (Jacob Cain) and the lawyers representing Amazon for my records since documents were missing again at the meeting last night.

Please note the majority of the meeting last night for time was on the truckers land issue. How come the meeting was longer and more stringent on the small people then a trillion dollar company with a potentially land use but comprehensive 200 million dollar project doesn't have the same type of personal conceptuality that will effect even more people then stakeholders/citizens trucker issues.

I also ask that any records have verbatim what was said at the meeting and all contextual language added in the minutes correctly with nothing shortened or deducted for the testimony given. Administrative records could be perceived as obstruction of justice since it is evidence and that is not a civil issue that is a criminal issue when it gets certified as being truthful. I can site code on that if you wish.

Thank you,

Jonathan Tallman



Conceptually UEC substation with fence? This needs to be investigated further.



Backgrounder on Data Center Land Use Activity in Eastern Oregon

Updated February 24, 2026

Department of Land Conservation and Development (DLCD or department) staff are closely tracking data center industry land use plans in Eastern Oregon. The department receives information from local governments about development plans in several ways. Local planners or elected officials generally contact DLCD staff with inquiries regarding initiation of land use planning processes for industrial development. These inquiries sometimes identify a specific land need. Local governments also regularly provide draft economic opportunities analyses (EOAs) to DLCD staff for department review and technical assistance. Finally, the department reviews post-acknowledgement plan amendments for adoption of EOAs or urban growth boundary expansions to accommodate data center development.

While rapid growth of the data center industry also affects other regions of the state, the most intense development activity is concentrated in Morrow, Umatilla, and to a lesser extent, Gilliam counties. The total aggregate land demand for new data centers recently expressed by local governments in the three-county region is approximately 6,850 acres. This figure includes land currently available inside an urban growth boundary (UGB) as well as demand to be satisfied by UGB expansion or rural goal exceptions. Of that 6,850-acre figure, 5,672 acres would be newly urbanizable land provided through UGB expansion or on rural land. The following local governments have recently expressed interest in, are pursuing, or completed land use actions that would provide additional sites for data center development:

Morrow County:

- Percheron Data Center Site (County): This land use decision rezoned 274 acres from exclusive farm use (EFU) to general industrial to allow data center development, while rezoning "Space Age Industrial" zoned land (a rural land use category in Morrow County which is not protected as farm land under Statewide Planning Goal 3) to EFU. (September 2023)
- Three Acre Farms "Exascale" Data Center Site (County): This plan amendment rezoned 1,278 acres of rural land zoned EFU to light industrial in order to allow data center development. The county simultaneously rezoned 1,605 acres of land from "Space Age Industrial" to EFU. (September 2025)
- City of Boardman: Boardman's draft EOA identifies 625 acres of needed sites for data centers. (Adoption hearings planned for January 2026.)

Umatilla County:

- City of Hermiston: The city's adopted EOA identified need for 1,210 acres for data center sites (November 2024). Hermiston has expanded its UGB by 824 acres, satisfying a portion of overall need. (October 2025)
- City of Umatilla: The city recently adopted its second EOA in three years to accommodate additional data centers (October 2025). Its current EOA identifies a total

need of 1,058 acres for data centers, 578 of which the city will accommodate by UGB expansion.

Several additional local governments in the Umatilla Basin have expressed interest in pursuing urban growth boundary expansions related to data centers, but have not yet provided a draft EOA to the department. In aggregate, the total identified land need for this category of local governments is approximately 2,000 acres.

While DLCD staff are able to track future data center development through long-range land use plans, the pace of development creates challenges for state agencies interested in mapping existing data centers. The department has been asked to help support the recently-appointed Data Center Advisory Committee and is working to develop baseline land use trends for existing and planned data centers in key regional markets.¹ Please see “Data Centers and Land Use in Oregon” on the following page for more information provided to the committee. This document is intended to orient committee members to land use and data center siting in Oregon, and includes estimates of development activity in the Washington County and Central Oregon regional markets.

¹ The Oregon Department of Energy is hosting Data Center Advisory Committee meeting information here: <https://www.oregon.gov/energy/Get-Involved/Pages/Oregon-Data-Center-Advisory-Committee.aspx>

Data Centers & Land Use in Oregon

The Department of Land Conservation and Development (DLCD or department) is tracking a surge in local plans for data center development. DLCD implements Oregon's statewide land use planning program. The department is responsible for helping local governments comply with laws and rules that inform how communities grow and change, while protecting important resources. The department provides funding and technical assistance to local governments to assist their local comprehensive planning efforts. DLCD also receives and reviews land use plans from local governments related to economic development, including plans for new data center sites.

Statewide Land Use Planning Goal 9: Economic Development

Local governments in Oregon are directed to plan for economic development in accordance with state land use planning goals. Statewide Land Use Planning Goal 9, Economic Development, instructs local governments to "provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens." Local comprehensive plans must provide "an adequate supply of sites of suitable sizes, types, locations, and service levels for a variety of industrial and commercial uses."

Although state agencies have various regulatory authorities pertaining to industrial activities, the statewide land use planning program does not endorse, permit, or prescribe types of local economic and employment growth. DLCD supports local governments to grow efficiently, while deferring to local governments on the type of economic opportunities they pursue. Oregon encourages development in areas defined by urban growth boundaries because it is less expensive to provide public services in a concentrated location. This has the added benefit of preserving rural lands for nature, recreation, farming, and timber. Oregon law allows economic activities like data centers to operate inside of urban growth boundaries (UGBs) because they require higher levels of urban infrastructure. Conversely, the state's land use program generally discourages those uses from developing on rural land outside of UGBs.

Local Government Role

Under Goal 9, local governments are responsible for providing an adequate supply of sites for industrial use. Cities that wish to pursue the economic development opportunities provided by the data center industry must plan to provide appropriate sites. Because data center sites are comparatively large in contrast to other urban industrial uses, many cities pursue expansion of urban growth boundaries to provide suitable sites. Cities that anticipate a shortage of sites for data center development are directed by rule to determine local growth potential through an economic opportunities analysis (EOA). EOAs forecast local economic growth for a 20-year planning horizon and may identify "target" industries, such as data centers, as economic

development priorities. Land demand projected in the EOA is compared with available land supply inside the city's UGB.

If a city has a shortage of sites that are suitable for its targeted industries or other expected employment growth, the EOA provides the rationale for expansion of the city's urban growth boundary. Local economic development plans and UGB expansion decisions are made by local officials who adopt comprehensive plan amendments in public hearings. City councils and county commissions both must agree to expansion of the UGB. Plan amendments are acknowledged by DLCD after department staff review local government plans for consistency with administrative rules and state law.

Data Center Siting

Data centers require large, flat sites zoned for industrial use, typically ranging in size from 50-200 acres or more. Facilities require abundant water for cooling, as well as proximity to high-capacity electrical transmission lines. Although data centers do not employ many workers compared to other industries, the industry's significant infrastructure requirements classify data centers as an urban use under Oregon's land use planning program. This means that accelerating growth in this sector is presumed to be primarily accommodated by UGB expansions.

In addition to the physical site requirements listed above, data centers tend to be developed in locations where:

- The local government is actively supportive or permissive
- Property tax subsidies are offered through local Enterprise Zones
- Relatively inexpensive large parcels of land are available for development
- The local government has capacity to engage in planning activities to site and serve data centers

Industry Development Trends and Impacts

Data centers provide significant economic benefit to local governments through increased property tax revenue. The industry creates some new permanent direct jobs, but the overwhelming majority of jobs generated by data centers are in the construction sector. Indirect and induced job creation also benefits local economies. Data center development activity is most concentrated in three regions in Oregon. The Umatilla Basin in Eastern Oregon (Morrow, Umatilla, and Gilliam counties), Central Oregon (primarily in Crook County), and Washington County (focused in the City of Hillsboro) are the fastest growing data center markets in Oregon. DLCD is tracking both recent overall industry land demand, as indicated in adopted or proposed EOAs, and the amount of that demand that is likely to translate into UGB expansions or developable rural land. The below tables represent the department's best estimates of data

center development activity in key regions of the state based on various sources.¹ Table 1 displays the total industry land demand identified by local government plans or inquiries to department staff from 2021 – 2026.

Table 1: Land demand identified by local governments in key data center markets, 2021-2026

	<i>Total land demand</i>	<i>To be satisfied by UGB expansion or rural upzoning</i>
Eastern Oregon/ Umatilla Basin	7,273	5,672
Central Oregon	1,298	318
Total acres	8,571	5,990

Market activity in Hillsboro is driven by technology firm co-location and connectivity access to the region’s critical subsea cable, rather than inexpensive land value. Washington County figures in the table below reflect existing and planned data center development in Hillsboro, rather than demonstrated projected future land demand.

Table 2: Existing and planned data center development in Hillsboro (February 2026)

	<i>Existing/ operational</i>	<i>Planned/ under construction</i>	<i>Total acres</i>
Washington County/ Hillsboro	436	50	486

The magnitude of urban growth boundary expansions for data center development is without modern precedent under Oregon’s statewide land use planning program. Cities normally forecast and plan to provide a 20-year supply of industrial sites. However, the rate of development by data centers is necessitating more frequent UGB expansions as local governments attempt to match the accelerating pace of industry demand. Development activity in impacted regions of the state has been gathering speed for at least six years. Trends point to a continuing and rapidly increasing rate of demand for large industrial sites, now driven by generative AI computing requirements. In the Umatilla Basin, the land use outcome of this trend is rapid conversion of farmland to industrial development. In the Portland Metro region, data centers compete with other industrial users, reducing the limited supply of large industrial sites and increasing land cost.

¹ DLCD relied on a combination of local government plan amendments, inquiries and other communication from local governments, aerial imagery, and private data products to develop these estimates.

Michaela Ramirez

From: Tamra Mabbott
Sent: Tuesday, May 12, 2026 9:10 AM
To: Jonathan Tallman; Dan Kearns
Cc: DL_Planning Dept; August Peterson; David Sykes; Michaela Ramirez; PUC CONSUMER PUC * PUC; puc.hearings@puc.oregon.gov; puc.publiccomments@puc.oregon.gov; Charla.WOLF@puc.oregon.gov; oregondockets@pacificorp.com; Derrin Tallman
Subject: Re: PUC - CPCN - Apex-Maverick
Attachments: Governor's Data Center Advisory Committee Presentation 4-24-26.pptx

Jonathan - We will include attachments that you provide. We are not legally required to research links, etc.

Also, I have attached my **April 24**, 2026, Data Center Advisory Committee (DCAC) powerpoint presentation. Your email notes an **April 27** presentation, which is a Monday and there was not a DCAC meeting that day. Can you clarify the April 24 is the date you request to be included in the packet?

Tamra

From: Jonathan Tallman <1stjohn217llc@gmail.com>
Sent: Tuesday, May 12, 2026 8:44 AM
To: Tamra Mabbott <tmabbott@morrowcountyor.gov>
Cc: DL_Planning Dept <PlanningDepartment@morrowcountyor.gov>; August Peterson <apeterson@morrowcountyor.gov>; David Sykes <dsykes@morrowcountyor.gov>; Michaela Ramirez <mramirez@morrowcountyor.gov>; PUC CONSUMER PUC * PUC <puc.consumer@puc.oregon.gov>; puc.hearings@puc.oregon.gov <puc.hearings@puc.oregon.gov>; puc.publiccomments@puc.oregon.gov <puc.publiccomments@puc.oregon.gov>; Charla.WOLF@puc.oregon.gov <Charla.WOLF@puc.oregon.gov>; oregondockets@pacificorp.com <oregondockets@pacificorp.com>; Derrin Tallman <derrin@tallman.cx>
Subject: Re: PUC - CPCN - Apex-Maverick

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Tamra,

Thank you for confirming the materials will be added to the June 30 Planning Commission packet.

To clarify, the packet and materials I am requesting are specifically the April 27 Data Center Advisory Committee presentation, including the maps, presentation materials, notes, and the portion of the meeting at approximately the 01:20 timestamp where you discussed projected vehicle traffic related to data center construction.

During that discussion, you referenced data center traffic volumes in the range of approximately 800–1,200 vehicles per day while presentation maps showing the data center locations and overlay areas were being displayed. I believe this information is directly relevant to the Tower Road / Exit 159 IAMP

discussion and should have been included or referenced in connection with the April 28 Planning Commission materials.

I am requesting that:

- the April 27 presentation materials and maps,
- the Boardman Airport / data center overlay maps,
- any related staff notes or supporting materials,
- and the transcript or testimony from the approximately 01:20 timestamp

be included as part of the June 30 public record and packet materials.

I would also appreciate receiving a copy of the Morrow County interactive map presentation and any related notes by email so I may review the materials in preparation for public comment.

My concern is that the public may not be receiving the full picture regarding the relationship between active data center growth, projected traffic impacts, transportation planning, and the Tower Road IAMP phasing assumptions with utility and powerline expectations.

Thank you,

Jonathan Tallman

Governor's Data Center Advisory Committee

Meeting 3 Land Use - April 24, 2026



TAMRA MABBOTT

Morrow County Planning Director

tmabbott@morrowcountyor.gov

Data Centers in Morrow County

- 10 campuses approved
 - ~4-5 data center buildings each
- 1 application under review
- + 1,300-acre data center overlay
- + 300-acre data center overlay (*not shown*)
- + Numerous potential future sites

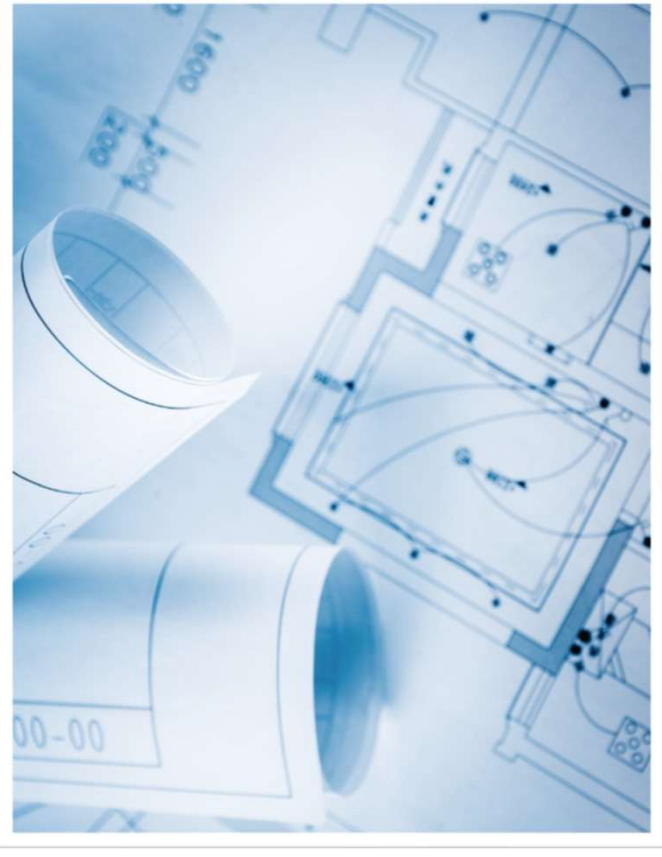
 [Morrow County Interactive Map](#)



Data Center Permitting Process

Outright Use or Land Use Decision (LUD)

- LUD triggers Site Plan Review requiring TIA, utilities, roads, parking, etc.
- Type 2 Administrative Review
 - *Approval based on criteria, public notice*
- Type 3 Quasi-Judicial (Conditional Use Permit)
 - *More opportunity for restrictions or denial*
 - *Consider the implications*
 - *Not adopted by Morrow County*
- Legislative Application (if land not zoned industrial)
 - *Re-zones with “land swap”*
 - *Limited Use Overlay zone*

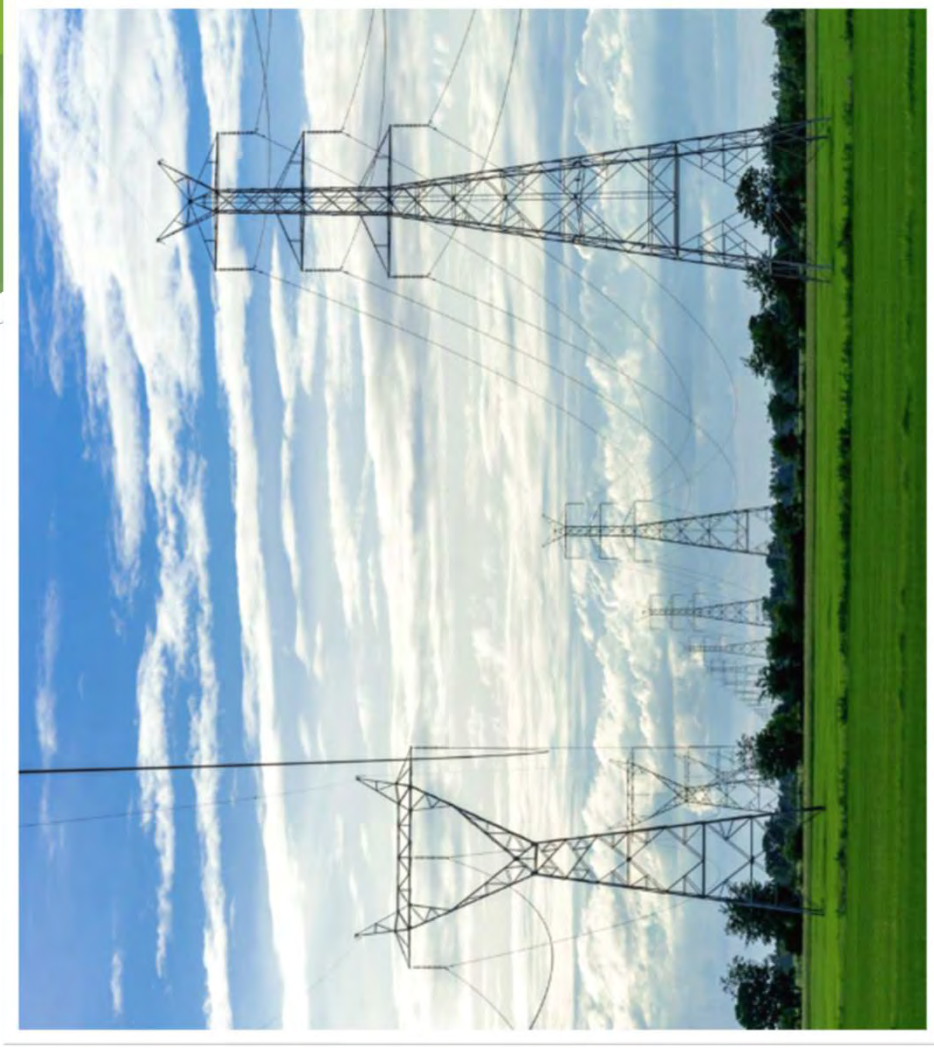


Data Center Off-Site Impacts

Unintended Consequences

- Substations & Transmission Lines
- Housing Concerns
- Retirement Questions
- Change in Community Character
- Concerns about potential rezones
- Construction Traffic Impacts
- Land Speculation

 [Morrow County Energy Infrastructure](#)



Data Center Cumulative Impacts - Solutions

Local Options

- Comprehensive Plan policies
- Traffic and Transportation Impacts

State Options/Considerations

- Destination Resort Planning model
- Support Rezoning of Remote Parcels
- Transmission Line Siting
- Co-locate with Energy Generation, e.g. SMR, BESS, EFU/Overlay sites





Questions?



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

(for BOC Use)
Item #
6.d.

Presenter at BOC: Tamra Mabbott, Planning Director

Date Submitted: April 2, 2026

Department: Planning Department

Requested Agenda Date: April 15, 2026

Short Title of Agenda Item: PacifiCorp 31.8 mile transmission line public involvement

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

PacifiCorp is proposing to construct an approximately 31.8 mile, 500kV transmission line to connect the Apex and Maverick substations, all within Morrow County. The project falls under Morrow County jurisdiction for permitting. Oregon Law (ORS 469.442), requires that the applicant provide public notice and a comment opportunity 6 months before submitting the land use application. The law states that a county may request that the Oregon Department of Energy (ODOE) form a committee of technical experts and members of the public to coordinate the public review of the proposed transmission line. The county is not obligated to request ODOE involvement.

In the attached letter, PacifiCorp asks the county to decide whether they would like to involve ODOE, or, whether the county prefers that the public involvement proceed without the ODOE. There are three opportunities for public involvement, with varying opportunities to foster substantive changes.

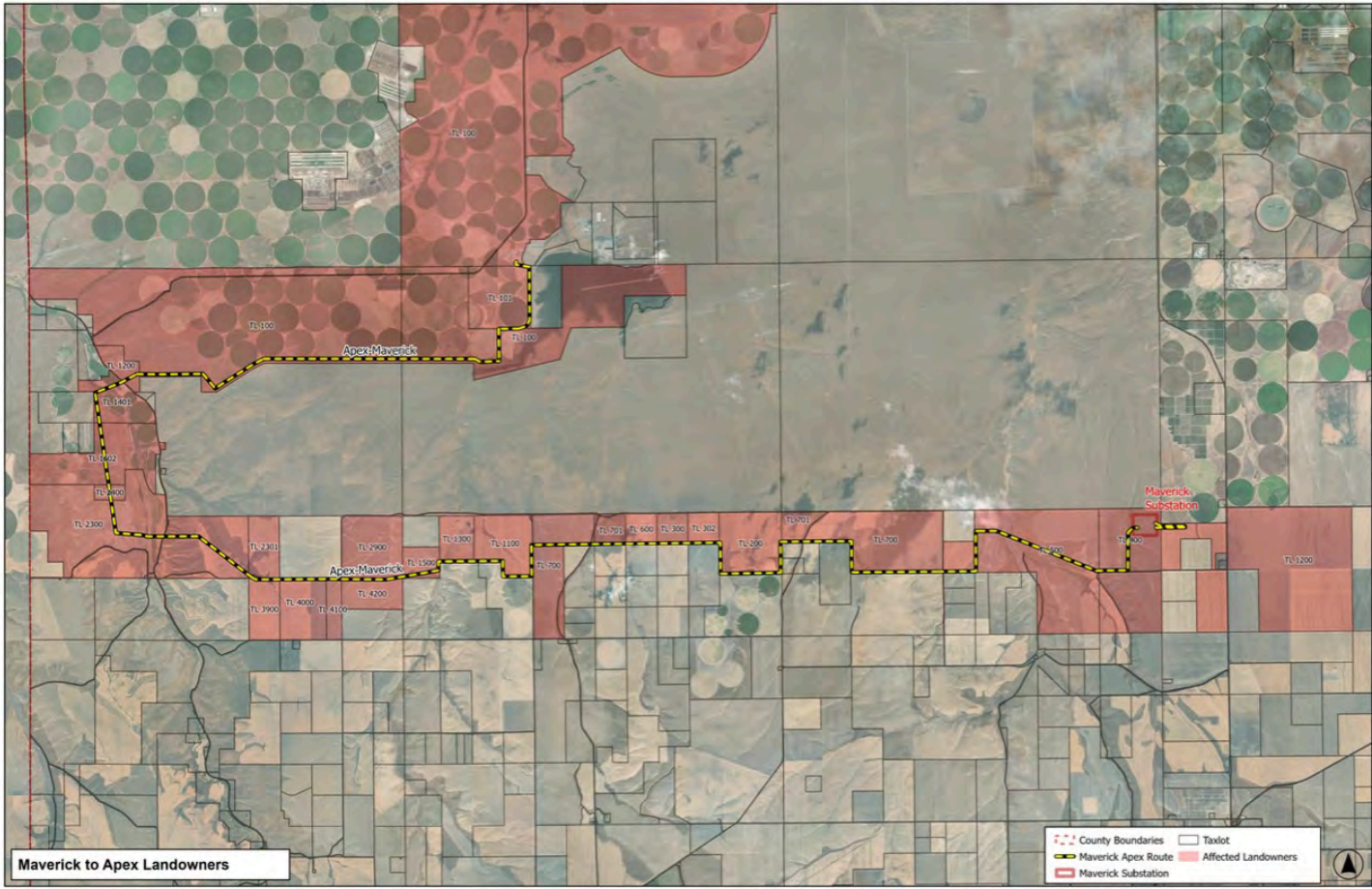
PacifiCorp provided this summary of the three venues for public and stakeholder engagement:

1. **ORS 469.442 Process.** PacifiCorp will conduct the required stakeholder notice and engagement process under ORS 469.442. PacifiCorp will provide notice of the public comment opportunities via newspaper once a week for four weeks in a row, and the Company expects to host two public comment sessions: one in-person and one remote. PacifiCorp will hire a court reporter to transcribe public comments and will respond in writing to public comments.
2. **CPCN Process.** PacifiCorp will provide notice of its CPCN application to all impacted landowners along the line, and the OPUC typically hosts at least one in-person and one remote public comment session. The Company and OPUC Staff will review and respond to public comments in the CPCN process. The CPCN review process also allows interested landowners and stakeholders to substantively contest PacifiCorp's application.
3. **County Land Use Process.** PacifiCorp will file for land use approval with Morrow County, and Morrow County will provide an opportunity for public comment on the Company's land use application for the proposed transmission line.

Note: the land use application will be for an "outright use" where a project is approved if the applicant can demonstrate that the application meets the applicable, clear and objective standards. Changes to the routing and other PacifiCorp will be required to file appropriate land use applications with the Planning Department after the separate outreach meetings.

The attached map shows the proposed routing of the transmission line.

Also attached is the Land Use Compatibility Statement (LUCS) signed by the Planning Director on January 26, 2026. The LUCS is NOT a land use permit or land use decision required for the project; rather, it is advisory to the Oregon Public Utility Commission (PUC) with whom PacifiCorp has filed a Certificate of Public Convenience and Necessity (CPCN) for the 31.8 mile transmission line project.



Date 15 May 2026
 Subject Morrow County IAMP
 To PMT
 From Shelley Denison, AICP, Marcy McInelly, AIA, Urbsworks, Inc.

TASK 8.2 | IMPLEMENTING ORDINANCE FOR I-84 EXIT 159 TOWER ROAD IAMP

This memo supplements the IAMP overlay implementing ordinance as an inventory of responses to questions and comments. Specifically, this memo outlines responses to public comment provided by:

- Perkins Coie LLP on behalf of Amazon Data Services (April 28, 2026)
- Port of Morrow Director of Engineering (April 28, 2026)

Perkins Coie LLP

“What constitutes a reviewable standard under the Interchange Area Management Plan?”

All standards in the IAMP overlay are specific to the access spacing standards within the interchange influence area and are clearly defined in the IAMP based on the criteria in the OHP. All other potentially applicable development and/or design standards are found throughout the existing Morrow County Zoning Ordinance.

“How will construction-phase traffic be treated under the TIA requirements?”

Existing code standards require that an estimate of construction-related trips be provided, but this estimate is not tied to any mitigation measures. It is up to the County and ODOT to determine at a future date whether or not to require mitigation for construction-related traffic. The proposed addition to Section 5.010(E) requires that construction-related trips be included in a trip generation estimate.

“Does the overlay extend OAR Division 51 access standards to non-state facilities?”

The code amendments as proposed are clear that OAR 734-051 is applied only within the influence area and do not extend to the larger overlay zone.

“What is the permit process within the overlay?”

Any application for development within the overlay zone would be subject to the applicable permit process(es) as currently defined in Articles 5 and 9 of the Morrow County Zoning Ordinance.

“Is the ‘Interchange Influence Area’ coterminous with the overlay boundary?”

No. The interchange influence area, as defined by OAR Division 51, is the area within 1,320 feet of the Tower Road interchange. The overlay boundary is coterminous with the Interchange Management Study Area (IMSA) in Figure 2 of the IAMP. We have clarified this in the overlay implementing ordinance by adding a definition of the interchange influence area (3.125.B).








-  Interchange Management Study Area
-  Boardman Urban Growth Boundary
-  Minimum 1320' IAMP Limits
-  Operations/Access Study Area
-  Railroads



Figure 2

“Does the code ensure that mitigation obligations are proportionate to project impacts?”

This is not the role of the IAMP or the zoning ordinance. The IAMP itself does not establish a proportionate share fee system but rather recommends that this be established with the TSP at a future date.

Port of Morrow

“Better understanding over the overlay map. Is the overlay proposed over the entire study area? Maybe we missed it, but we can’t seem to find a good proposed overlay map in the packet.”

The boundaries of the overlay zone will be shown in the updated Comprehensive Plan Land use and Zoning maps. Additionally, a clear map will be provided for the continuation hearing.

“Access control seems to be granting ODOT and Morrow County with absolute access control inside of the entire study area. Doesn’t ODOT usually only have access control over the area +/-1320’ from the on ramps? Does this mean the POM has no access control authority to our public roads in our industrial park? If true, it seems very untraditional the JHA(jurisdiction having authority) over the roadway doesn’t have the authority to grant or deny access to our own road.”

It is correct that ODOT only has regulatory jurisdiction within the interchange influence area and not within the overlay zone in its entirety. However, while ODOT does not have jurisdiction within the larger overlay zone, they do have a vested interest in being informed of transportation impacts resulting from development activity within the overlay zone. The proposed code language reflects this.

“The agenda is asking the planning commission to adopt the amendment tonight. Is this really an adoption or recommendation for the BOC to adopt? Maybe my thinking is incorrect but isn’t a comprehensive plan amendment and zoning modification a legislative decision?”

This was a wording error in the agenda packet. The Planning Commission will forward a recommendation to the Board of Commissioners who will be responsible for determining adoption of the IAMP.

“Is a zoning overlay necessary? Please correct me if I’m wrong but I don’t believe IAMP zoning overlays have been implemented on other IAMP adoptions in the past.”

A zoning overlay provides the regulatory framework necessary in order to ensure compliance with access spacing and other standards required by OAR Division 51. Many other jurisdictions have adopted IAMP zoning overlays, such as Hood River, Wilsonville, and Baker County.

Clint Shoemake

From: Jonathan Tallman <1stjohn217llc@gmail.com>
Sent: Wednesday, May 27, 2026 9:57 PM
To: Tamra Mabbott; vballard@morrowcountyoregon.gov; Valerie Ballard; Deborah Bloom
Cc: August Peterson; Mike Rogoway; DL_Planning Dept; noahcamuso@gmail.com; JodyWiser@gmail.com; nellie@oregonagtrust.org; David Sykes; Matthew Jensen
Subject: Fwd: DLCD - Notice of Land Use Action
Attachments: IMG_5562.jpeg; IMG_5561.jpeg; IMG_5563.jpeg

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Tamra,

I just received the email for the DLCD compressive plan change.

I wanted to follow up regarding the Tower Road IAMP / Overlay materials and ask if you could please provide or direct me to the complete overlay documentation and related materials tied to the April 28, 2026 (and May 20th BOC meeting) hearing and surrounding discussions.

I understand some of these materials may already be on the County website, and I appreciate the work that has gone into organizing everything. I just want to make sure I am working from the complete record and not overlooking anything between the April 24 discussions and the April 28 hearing since I submitted comments during that timeframe. I still would like an investigation into how they could be missed and not included between those four days. Especially since Mr Kerns never spoke up for the county representation about this at the April 28th adoption meeting after listening in to the April 24th data center presentation.

I also noticed the new DLCD Post-Acknowledgment Plan Amendment entry today regarding:

AC-168-26 / DLCD File 002-26

“Amend the Comprehensive Plan from Exclusive Farm Use to add an Aggregate Resources Overlay Zone to add a Large Significant Site.”

Because this is now entering the broader DLCD comprehensive plan amendment process, I want to make sure I fully understand how the Tower Road IAMP overlay, transportation planning, aggregate resource planning, utility infrastructure, water infrastructure, and future industrial/data center growth assumptions all connect together within the larger comprehensive planning framework. This still doesn't show the UEC protective order that is 10 years old. The county had that and it needs to be added to the record.

NO. 20-094 UEC 2016 long range plan. It is 10 years old now. Please also add into the record the Pacific corp documents of powerlines that will head to central Oregon and Arlington Oregon (conceptually) that the county entered but pacific corps says is not entered or has not filed a CPCN. (Attached to planning

commission and BOC). Can we get a status on this and any conflict notices like what is missed from past records that show potential conflicts do exist from past voting records of adoptions by the county. This needs to be documented precisely since so much is being missed or left out.

Specifically, I am hoping to obtain or confirm I have:

- The full IAMP Overlay Zone maps and exhibits;
- Any updated overlay boundary maps;
- Supporting transportation and access management exhibits;
- Materials or presentations referenced during the April 24 data center meeting discussions involving infrastructure, data center growth, transportation planning, water infrastructure, utility capacity, or future industrial development besides what you have already sent;
- Any Port of Morrow infrastructure planning, engineering, utility, or design materials that were referenced, relied upon, or incorporated into the discussions or record, including water infrastructure exhibits and related engineering documentation, Jacob Cain should have them if they are putting in pipe like those pictures I attached and shown from construction/implementation;
- Any memorandums, staff summaries, or attachments added after the original April 28 packet publication; and
- Any updated overlay language or implementation materials currently being considered before the continued June 30 hearing.
- All NDA's or fiduciary responsibility documents that can and do show conflicts of any kind. This is a 209 million dollar project and billions more so there is a lot at stake.

I am also trying to better understand how these overlay and infrastructure discussions relate to the DLCD comprehensive planning process, particularly with respect to Goal 5 resource protections, transportation planning, aggregate resources, infrastructure sequencing, and cumulative impacts tied to future industrial development.

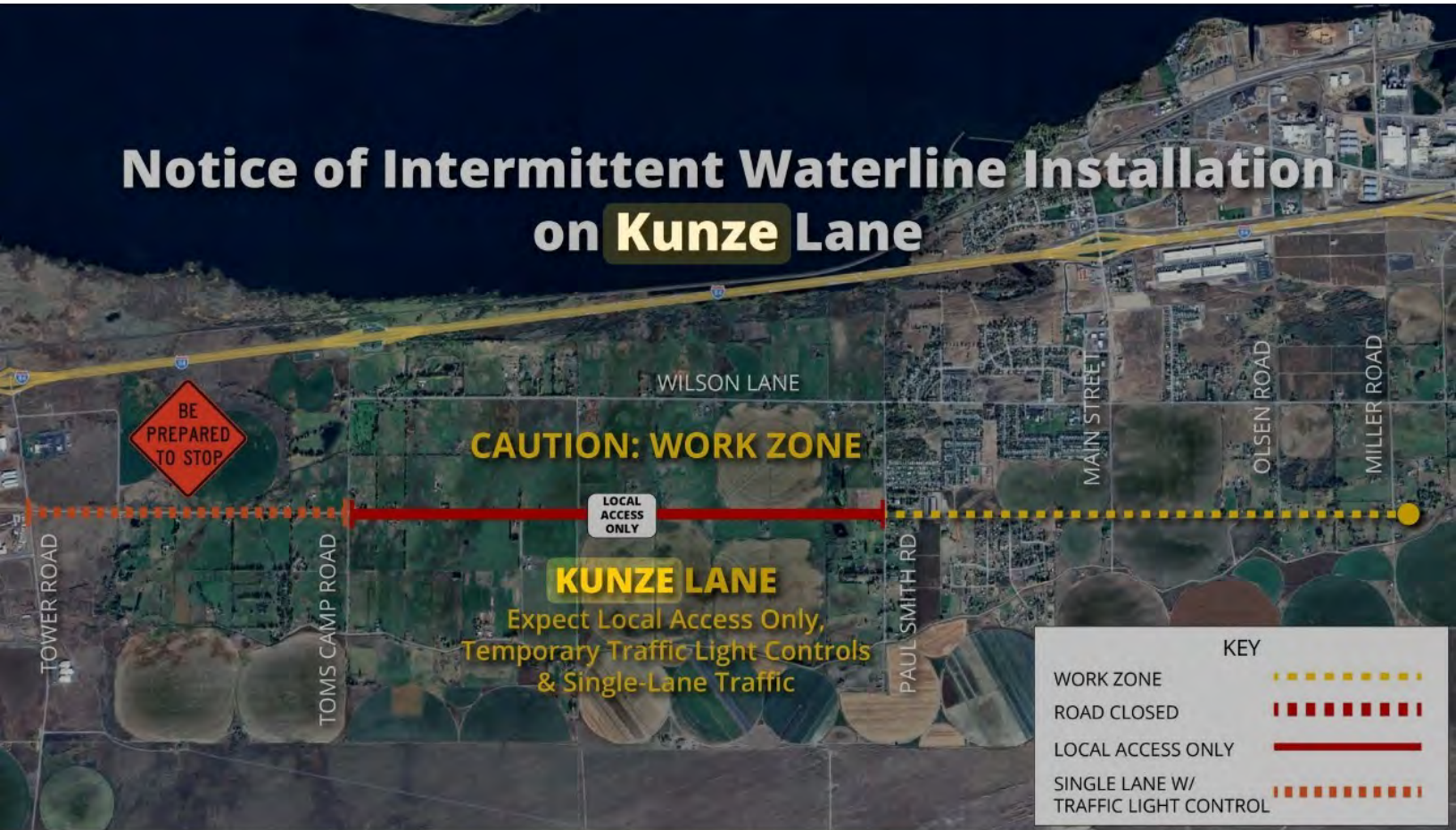
Based on the water infrastructure materials and images I have reviewed, it appears portions of the Port of Morrow design and engineering work may already be part of the underlying record or supporting analysis, so I would appreciate confirmation those materials are included as part of the complete file.

My goal is simply to make sure I have the full picture of how the overlay, transportation planning, Goal 5 considerations, infrastructure planning, and future industrial growth assumptions all fit together in the record so nothing is overlooked. Please supplement the record as these things get added as more things get shown what is actually going on.

Thank you again for your time and help. Please confirm receipts of these documents and questions.

Jonathan Tallman
Boardman, Oregon

Notice of Intermittent Waterline Installation on Kunze Lane



Port of Morrow

2d · 🌐

Kunze Lane Traffic Impact Report for Wednesday, April... See more



Future Energy Infrastructure in Morrow County – Unique Opportunity

- Boardman to Hemingway transmission line
- PacifiCorp Apex substation
- PacifiCorp Maverick Substation
- PacifiCorp Maverick to Apex transmission line
- PacificCorp Litespeed substation
- PacificCorp associated transmission lines
- Amazon Data Center
- Percheron Data Center
- Exascale Data Center Campus



**** Siting solar and storage to leverage future energy infrastructure requires careful consideration of location, routes, and timing.**

You are receiving this email because you subscribed to the Oregon Department of Land Conservation and Development's Post-Acknowledgment Plan Amendment Notification System. This email provides notice of amendments to comprehensive plans or land use regulations for the local jurisdictions you selected through the online notification subscription service.

DLCD has received notice of the following proposed and adopted comprehensive plan or land use regulation changes:

Proposals Received:

Morrow County **Local File#:** AC-168-26 **DLCD File#:** 002-26

Proposal Summary:

Amend the Comprehensive Plan from Exclusive Farm Use to add an Aggregate Resources Overlay Zone to add a Large Significant Site.

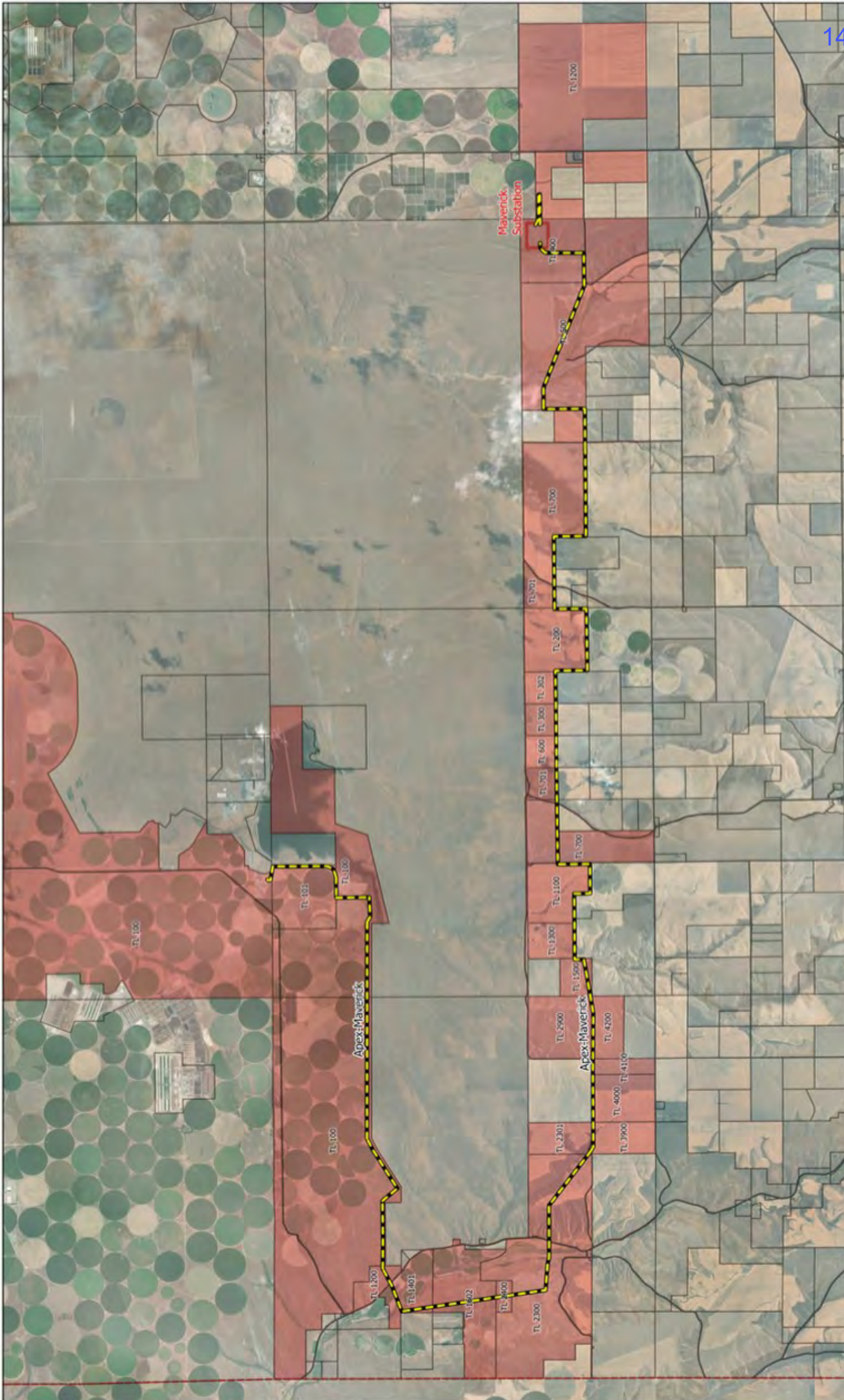
First Hearing Date: 06/30/2026

Final Hearing Date: 08/05/2026

Local Contact: Tamra Mabbott 541-922-4624
tmabbott@co.morrow.or.us

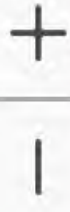
If you would like to unsubscribe to this notification service or change your local jurisdiction selections, please visit the PAPA Notification System web site here: https://db.lcd.state.or.us/PAPA_Subscription

The amendment summary text is provided by the local jurisdictions. DLCD does not modify this information.



- County Boundaries
- Taxlot
- Maverick Apex Route
- Affected Landowners
- Maverick Substation

Maverick to Apex Landowners



ASSESSOR'S MAP/TAX	OWNER 1	OWNER 2	MAIL ADDRESS
02N24E000000302	PECK, MARILYN & MORGAN, GARY		1042 NW 12TH ST APT C
02N25E000000400	KILKENNY LAND COMPANY, LLC		1124 SW MYRTLE DR
02N25E000000500	KILKENNY LAND COMPANY, LLC		1124 SW MYRTLE DR
02N23E0000002400	CAL HOLDINGS, LLC		17251 5 CLACKAMAS RIVER DR
02N23E0000001602	CAL HOLDINGS, LLC		17251 5 CLACKAMAS RIVER DR
02N23E0000001401	CAL HOLDINGS, LLC		17251 5 CLACKAMAS RIVER DR
02N24E0000000200	ELLA RANCH, LLC		3588 NW LEHMAN PL
02N24E0000000700	ELLA RANCH, LLC		3588 NW LEHMAN PL
02N25E0000000701	ELLA RANCH, LLC		3588 NW LEHMAN PL
02N24E0000000701	ELLA RANCH, LLC		3588 NW LEHMAN PL
02N24E0000000600	CRAWFORD, KYLE ET AL		5645 HWY 201
02N24E0000001100	HOLTZ, TIM & HOLTZ, DEBBIE		65151 TEWS LN
02N24E0000001300	NUFERROUS, CATHERINE M		65444 IMMIGRANT LN
02N23E0000002300	KREBS, CAMERON L		68171 KUNZE LN
02N24E0000000300	KLINGER, KENNETH MICHAEL		68280 IMMIGRANT LN
02N25E0000000700	DOHERTY, MATTHEW P & DORIS L		69247 W KUNZE LN
02N23E0000001200	PERRY, DANIEL L & JEFFRIES, BETSY		72097 HIGHWAY 74
02N26E0000001200	GRIEB FARMS, INC		72540 ALPINE LN
02N23E0000000100	THREEMILE CANYON FARMS, LLC		75906 MARTY MYERS RD
03N24E0000000100	THREEMILE CANYON FARMS, LLC		75906 MARTY MYERS RD
02N24E0000000100	THREEMILE CANYON FARMS, LLC		75906 MARTY MYERS RD
02N24E0000000101	THREEMILE CANYON FARMS, LLC		75906 MARTY MYERS RD
02N23E0000003900	MILLER, APRIL, 1/2 & MILLER, LORI, 1/2		777 TAYLOR ST 1A
02N23E0000004200	MILLER, APRIL, 1/2 & MILLER, LORI, 1/2		777 TAYLOR ST 1A
02N23E0000002301	MILLER, APRIL, 1/2 & MILLER, LORI, 1/2		777 TAYLOR ST 1A
02N23E0000002900	MILLER, APRIL, 1/2 & MILLER, LORI, 1/2		777 TAYLOR ST 1A
02N24E0000001500	MILLER, APRIL, 1/2 & MILLER, LORI, 1/2		777 TAYLOR ST 1A
02N23E0000004000	MILLER, APRIL, 1/2 & MILLER, LORI, 1/2		777 TAYLOR ST 1A
02N23E0000004100	MILLER, APRIL, 1/2 & MILLER, LORI, 1/2		777 TAYLOR ST 1A



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

(for BOC Use) Item # 6.d.

Presenter at BOC: Tamra Mabbott, Planning Director

Date Submitted: April 2, 2026

Department: Planning Department

Requested Agenda Date: April 15, 2026

Short Title of Agenda Item: PacifiCorp 31.8 mile transmission line public involvement

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

PacifiCorp is proposing to construct an approximately 31.8 mile, 500kV transmission line to connect the Apex and Maverick substations, all within Morrow County. The project falls under Morrow County jurisdiction for permitting. Oregon Law (ORS 469.442), requires that the applicant provide public notice and a comment opportunity 6 months before submitting the land use application. The law states that a county may request that the Oregon Department of Energy (ODOE) form a committee of technical experts and members of the public to coordinate the public review of the proposed transmission line. The county is not obligated to request ODOE involvement.

In the attached letter, PacifiCorp asks the county to decide whether they would like to involve ODOE, or, whether the county prefers that the public involvement proceed without the ODOE. There are three opportunities for public involvement, with varying opportunities to foster substantive changes.

PacifiCorp provided this summary of the three venues for public and stakeholder engagement:

1. **ORS 469.442 Process.** PacifiCorp will conduct the required stakeholder notice and engagement process under ORS 469.442. PacifiCorp will provide notice of the public comment opportunities via newspaper once a week for four weeks in a row, and the Company expects to host two public comment sessions: one in-person and one remote. PacifiCorp will hire a court reporter to transcribe public comments and will respond in writing to public comments.
2. **CPCN Process.** PacifiCorp will provide notice of its CPCN application to all impacted landowners along the line, and the OPUC typically hosts at least one in-person and one remote public comment session. The Company and OPUC Staff will review and respond to public comments in the CPCN process. The CPCN review process also allows interested landowners and stakeholders to substantively contest PacifiCorp's application.
3. **County Land Use Process.** PacifiCorp will file for land use approval with Morrow County, and Morrow County will provide an opportunity for public comment on the Company's land use application for the proposed transmission line.

Note: the land use application will be for an "outright use" where a project is approved if the applicant can demonstrate that the application meets the applicable, clear and objective standards. Changes to the routing and other PacifiCorp will be required to file appropriate land use applications with the Planning Department after the separate outreach meetings.

The attached map shows the proposed routing of the transmission line.

Also attached is the Land Use Compatibility Statement (LUCS) signed by the Planning Director on January 26, 2026. The LUCS is NOT a land use permit or land use decision required for the project; rather, it is advisory to the Oregon Public Utility Commission (PUC) with whom PacifiCorp has filed a Certificate of Public Convenience and Necessity (CPCN) for the 31.8 mile transmission line project.

Clint Shoemake

From: Jonathan Tallman <1stjohn217llc@gmail.com>
Sent: Wednesday, May 27, 2026 10:48 AM
To: Tamra Mabbott; DL_Planning Dept; David Sykes; August Peterson; Valerie Ballard; vballard@morrowcountyoregon.gov
Cc: JodyWiser@gmail.com; noahcamuso@gmail.com; Terra King; Mike Rogoway
Subject: May 20th Board of commissioners meeting.
Attachments: IMG_5916.jpeg; IMG_5922.jpeg

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Good afternoon,

Please add this email and the attached/reference materials into the public record for the Tower Road Interchange Area Management Plan (IAMP), including the May 20, 2026 Board of Commissioners materials and the ongoing Tower Road / Exit 159 proceedings.

I am also requesting that the referenced YouTube/video materials April 24th data center meeting, Planning Commission notes, and related ODOT funding discussions regarding Exit 159 be included and clearly tied into the official record.

The public record already reflects that ODOT, Kittelson & Associates, and Morrow County have been actively discussing funding, phasing, interchange upgrades, overlay implementation, and future corridor improvements related to Exit 159 and Tower Road. The March 31, 2026 joint work session minutes specifically discuss interchange phases, funding mechanisms, federal funding expectations, and implementation steps tied to the IAMP process.

The April 28, 2026 Planning Commission agenda and packet also confirm that the County is proceeding with formal adoption of the Tower Road IAMP Overlay Zone and related Comprehensive Plan amendments.

Additionally, the May 20, 2026 Board of Commissioners packet confirms that:

- the County advanced the formal IAMP adoption process with ODOT and Kittelson;
- the public hearing was continued due to significant testimony and concerns;
- project plans and design concepts are already being coordinated; and
- the County continues collaborating with ODOT regarding the final IAMP for Exit 159.

Please also include this City of Boardman public notice showing that work activity and closures are already occurring at Exit 159/Tower Road:

[City of Boardman – Watch for Closures at Exit 159 Tower Road](#)

This further raises concerns regarding how much of this project is already moving forward while many records, exhibits, supporting documents, funding explanations, and agency coordination materials still appear incomplete or absent from the public record.

The public deserves clarity regarding:

- what portions of the project are already funded or programmed;
- what role ODOT, the City of Boardman, Port of Morrow, UEC, AWS/data center development interests, and private infrastructure partners are playing;
- which improvements are considered “conceptual” versus implementation-stage infrastructure;
- and who ultimately pays for this estimated \$209 million project.

At the April 24 discussions regarding data center growth, substantial information was presented regarding future industrial expansion and infrastructure demand. However, by the April 28 Planning Commission hearing, many of these corridor and transportation implications appeared to arrive at the last minute while the public was still trying to understand the scope, cost, and implementation impacts reflected throughout the record.

For that reason, I am formally requesting clarification and investigation into whether there was miscommunication between agencies and decision-makers, or whether critical project information was intentionally delayed, fragmented, or omitted.

Oregon taxpayers should not be expected to subsidize private industrial expansion and hyperscale data center growth without full transparency and accountability, even if these projects are occurring 159 miles from Portland.

The public record already contains statements acknowledging that major industrial growth is driving these infrastructure needs and that “those who trigger the growth, pay for the growth.”

Please also place me on any notification or update lists for future Board of Commissioners meetings, transportation updates, IAMP materials, ODOT coordination, and Exit 159/Tower Road discussions moving forward.

Thank you,

Jonathan Tallman
Boardman, Oregon

I still am waiting for the upgraded record of certain pictures not admitted to the April 28th record and to be added like this picture below. Please also look into the protective order by UEC that I have listed needs to be added to this record.

Morrow County Officials have formally approved the plan to build the sprawling 816,000 square foot facility just east of the airfield. This image shows the approximate area it will be located at.





3312026 Morrow planning commission (100 pages).pdf



Agenda Packet, Board of Commissioners Meeting, 20 May 2026 v.2.pdf



Update to April 28 planning commission .pdf



2026-02Item 9_Exhibit_1.pdf



04282026 Planning Commission Packet.pdf

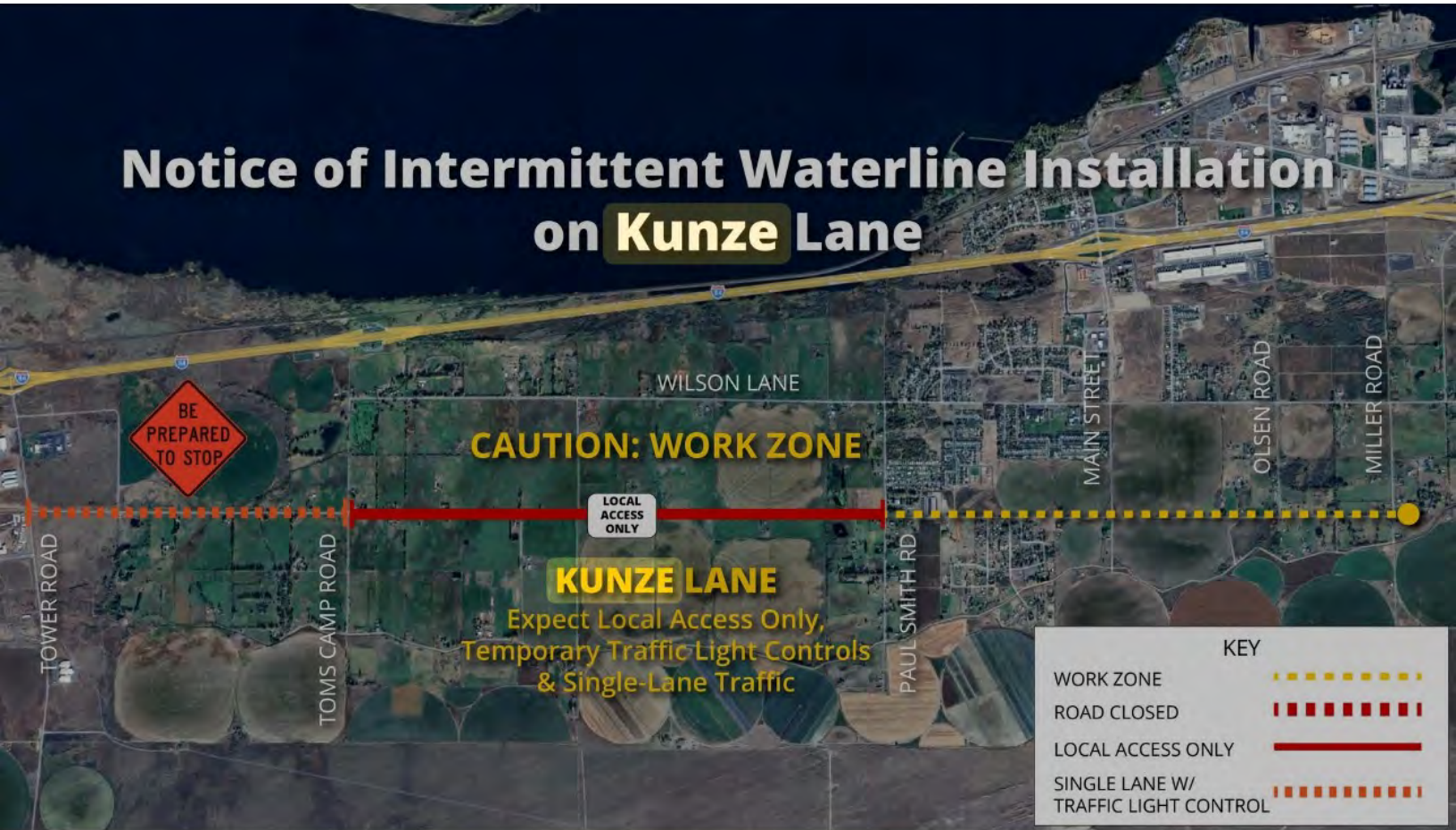
Future Energy Infrastructure in Morrow County – Unique Opportunity

- Boardman to Hemingway transmission line
- PacifiCorp Apex substation
- PacifiCorp Maverick Substation
- PacifiCorp Maverick to Apex transmission line
- PacificCorp Litespeed substation
- PacificCorp associated transmission lines
- Amazon Data Center
- Percheron Data Center
- Exascale Data Center Campus



**** Siting solar and storage to leverage future energy infrastructure requires careful consideration of location, routes, and timing.**

Notice of Intermittent Waterline Installation on Kunze Lane



Port of Morrow

2d • 🌐

Kunze Lane Traffic Impact Report for Wednesday, April... See more



Clint Shoemake

From: Jonathan Tallman <1stjohn217llc@gmail.com>
Sent: Thursday, June 4, 2026 6:51 PM
To: Tamra Mabbott
Cc: DL_Planning Dept; David Sykes; August Peterson; abaumhardt@oregoncapitalchronicle.com; Eve Goldman; Sam Diaz; Ben Gordon; Mike Rogoway; JodyWiser@gmail.com; alex@tme.agency; Matthew Jensen; Valerie Ballard; vballard@morrowcountyoregon.gov; INFO DLCD * DLCD; HERT Dawn * DLCD; Derrin Tallman; Deborah Bloom; loganhowse2525@gmail.com; noahcamuso@gmail.com; Terra King; kalebl@oregonrural.org; microbatchor@gmail.com
Subject: Re: DLCD/Morrow County Record Submission – Request for Information, Access Clarification, and Transportation Planning Transparency

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Tamra,

Thank you for your response and for confirming that my June 3, 2026 correspondence and attachments will be included in the June 30, 2026 Planning Commission hearing packet for the Tower Road IAMP legislative amendment.

Please consider this email a supplement to my prior submission and include it in the June 30, 2026 hearing record together with my June 3 correspondence and attachments.

I understand the distinction you are making that proposed plans, code amendments, overlay provisions, and IAMP recommendations are generally not legally binding until formally adopted.

My concern is not limited to whether the IAMP is legally effective today. Rather, my concern is whether transportation assumptions, corridor planning, access-management concepts, mitigation requirements, infrastructure forecasts, utility planning, and related development expectations are already being relied upon in ways that influence current public decisions and future property rights.

I recently reviewed the Central Oregon LandWatch v. Deschutes County decision, LUBA No. 2024-080. In that case, LUBA emphasized that significant alterations to a legislative proposal require appropriate notice and meaningful public participation before adoption. LUBA further found that the public was prejudiced when substantive modifications were introduced after the evidentiary process had effectively concluded without an adequate opportunity for review and comment.

In light of that decision, I respectfully request clarification regarding how the County intends to ensure that future material changes to the Tower Road IAMP, associated overlay provisions, access-management standards, mitigation requirements, transportation conditions, or implementing ordinances are presented for public review and comment before adoption.

Because these issues involve procedural and legal questions, I respectfully request that County Counsel, including David Kearns, review these concerns and advise whether any additional clarification should be provided to the public record.

I also request clarification regarding the following:

- Whether assumptions, projections, or information associated with the Amazon Road Use and Maintenance Agreement (RUMA), Data Center Advisory Committee presentations, utility planning, Port of Morrow development forecasts, ODOT transportation modeling, or related infrastructure planning are being relied upon in development of the final IAMP.
- Whether any future overlay zone language, access-management standards, right-of-way dedication requirements, transportation mitigation requirements, or implementing code provisions are expected to be considered separately from the June 30 hearing process.
- Whether additional hearings are anticipated before adoption where the public will have the opportunity to review and comment on specific implementing language. Especially cases that add the UEC 10 year old protective order.
- The status of my previously requested Laurel Lane access clarification and whether the County has reached any conclusions regarding future access-management implications associated with the IAMP, City of Boardman TSP coordination, or related transportation planning efforts that could block access and go against the JMA.

I respectfully request that this correspondence also be included as part of the June 30, 2026 hearing record and that written confirmation of its receipt be provided.

Thank you for your time and consideration.

Jonathan Tallman

Boardman, Oregon

Attached LUBA case.



[Luba case win land watch .pdf](#)

On Thu, Jun 4, 2026 at 1:24 PM Tamra Mabbott <tmabbott@morrowcountyor.gov> wrote:

Hello Jonathan - thank you for the email. We do not have a June 3 meeting scheduled; I presume your intention is to include in the June 30, 2026 hearing packet. Please confirm.

This email and attachments will be entered into the record for the June 30, 2026 Planning Commissioner hearing packet for the legislative amendment to adopt the Tower Road Interchange Area Management Plan (IAMP).

You ask many questions, most of which are directed at other people or programs and I cannot answer. Other questions require significant time to research and to compose a response.

However, I do want to explain a bit about the planning process, which I hope answers several of your questions. **A long-range plan or A proposed code or plan amendment is not binding until it has been formally adopted.** That is, while plans or code amendments are being drafted, they do not apply to new or pending development applications. When a development application is submitted, only the rules in place at the time of submission are applicable. In land use parlance, we refer to this as the goal post rule - the rules do not change mid stream, in the middle of an application review. The goal post rule protects property rights, neighbors and interested parties by providing a clear set of standards and expectations.

Morrow County has been working on the Tower Road IAMP with ODOT and the consultant Kittelson & Associates since Fall of 2025. The IAMP is a long-range plan intended to ensure safety and functionality of the intersection. Recommendations in the plan are conceptual at this point and not legally binding until they are formally adopted, in this case by both Morrow County and the Oregon Transportation Commission (OTC).

Cordially, Tamra

From: Jonathan Tallman <1stjohn217llc@gmail.com>

Sent: Wednesday, June 3, 2026 1:32 PM

To: Tamra Mabbott <tmabbott@morrowcountyor.gov>; DL_Planning Dept <PlanningDepartment@morrowcountyor.gov>; David Sykes <dsykes@morrowcountyor.gov>; August Peterson <apeterson@morrowcountyor.gov>

Cc: abaumhardt@oregoncapitalchronicle.com <abaumhardt@oregoncapitalchronicle.com>; Eve Goldman <eve@friends.org>; Sam Diaz <Sam@friends.org>; Ben Gordon <ben@colw.org>; Mike Rogoway <mrogoway@oregonian.com>; JodyWiser@gmail.com <JodyWiser@gmail.com>; alex@tme.agency <alex@tme.agency>; Matthew Jensen <mjensen@morrowcountyor.gov>; Valerie Ballard <vballard@morrowcountyor.gov>; vballard@morrowcountyor.gov <vballard@morrowcountyor.gov>; INFO DLCD * DLCD <dlcd.info@dlcd.oregon.gov>; HERT Dawn * DLCD <Dawn.Hert@dlcd.oregon.gov>; Derrin Tallman <derrin@tallman.cx>; Deborah Bloom <deborahbloom1@gmail.com>; loganhowse2525@gmail.com <loganhowse2525@gmail.com>; noahcamuso@gmail.com <noahcamuso@gmail.com>; Terra King <Terraelyseking@gmail.com>

Subject: DLCD/Morrow County Record Submission – Request for Information, Access Clarification, and Transportation Planning Transparency

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Tamra,

Please include this correspondence in the public record for the June 3, 2026 proceedings and any related Tower Road IAMP, City of Boardman Transportation System Plan, County TSP co-adoption,

transportation planning, access-management, infrastructure planning, and associated land-use matters.

I also request written confirmation that this correspondence has been received and entered into the public record supplemented.

I am submitting these comments from the perspective of transparency, coordination, and compliance concerns that I believe are relevant to DLCD review, my pending petition, and ongoing questions regarding transportation planning and impacts to private property owners.

One issue that continues to concern me is the apparent disconnect between the County's actions and the way those actions are being described.

On March 18, 2026, the County approved an Amazon Data Services Road Use and Maintenance Agreement (RUMA) relating to the Tower Road East data center project. The County packet describes a specific transportation agreement involving road use, maintenance obligations, and development activity associated with the Tower Road corridor. This demonstrates that transportation impacts, road obligations, and development-related transportation planning were already being actively addressed through formal agreements.

However, during the Tower Road IAMP process, members of the public were repeatedly told that the IAMP was conceptual planning and that future improvements would occur later.

At the same time, the April 28 IAMP packet proposes an overlay zone that establishes transportation review standards, access-management standards, trip generation requirements, transportation impact analysis requirements, mitigation requirements, agency coordination requirements, future access controls, and conditions that will govern future land-use decisions. The packet further states that future development may be required to dedicate right-of-way, make transportation improvements, and mitigate transportation impacts.

This raises several questions that I believe deserve clear answers for the public record:

1. If the County had already approved a Road Use and Maintenance Agreement for a major industrial project in the Tower Road corridor, in what sense is the IAMP merely "conceptual"? Why is it labeled confidential?
2. What specific transportation projects, road improvements, access controls, utility improvements, or corridor improvements were already anticipated when the Amazon RUMA was approved?
3. Were any assumptions used in the Amazon RUMA later incorporated into the Tower Road IAMP?
4. Were transportation projections associated with Amazon, data centers, UEC infrastructure, Port of Morrow development, or industrial expansion used in developing the IAMP?
5. Were those assumptions independently reviewed by the County?
6. Were those assumptions independently reviewed before the County co-adopted the City of Boardman Transportation System Plan? The city is doing work on the exit 159 per their own notices? Why is that? Please see attached.

<https://www.cityofboardman.com/public-works/page/watch-closures-exit-159-tower-road>

If transportation agreements already existed, why were members of the public repeatedly told that the planning effort was conceptual rather than implementation-oriented?

7. What transportation improvements are currently programmed, anticipated, funded, or expected to occur within the Tower Road corridor?
8. Which improvements are currently unfunded but expected to be implemented later?
9. Who is expected to pay for those improvements, this needs to be shown to the public?
10. What portion is expected to be funded by industrial users?
11. What portion is expected to be funded by taxpayers?
12. What portion is expected to be funded through future mitigation requirements imposed on private property owners?
13. Have cumulative impacts from Amazon development, data centers, substations, transmission infrastructure, utility corridors, and related industrial growth been fully evaluated?
14. Have cumulative impacts on existing private property owners been evaluated?
15. Did the County independently evaluate impacts to existing access rights, existing businesses, and existing development opportunities before co-adopting the City of Boardman TSP?
16. How does the County reconcile describing the IAMP as conceptual while simultaneously adopting enforceable access-management standards and transportation conditions?
17. At what point does conceptual planning become implementation planning?
18. If transportation assumptions were sufficiently developed to support a Road Use and Maintenance Agreement, what additional information was missing that caused the County to characterize the IAMP as conceptual?
19. Has the County identified all parties that participated in transportation planning discussions involving Amazon, AWS affiliates, UEC, the Port of Morrow, ODOT, consultants, and local governments?
20. You April 24th meeting to the data center board was not mentioned at all at any of the April 28th meeting to the planning commissioners with question brought up to ODOT and Port of Morrow at the last moment. These questions deserve a review of the situation in the public eye before this goes into executive session by the commissioners on June 3rd.
21. The mapping of these powerlines that go to Arlington Oregon and Central Oregon at your April 24th meeting need to be apart of the record as this could look like it is not conceptual as Pacific corp 500kv maps and potential CPCN case to the Oregon PUC have been in past county documents that could involve the EFSC review of the process.
22. **Oregon PUC Docket UE 200 — Modified Protective Order No. 20-094**

Needs to be apart of the discussion of powerlines corridor since it is 10 years old now and apart of the record held behind a protective order.

I also continue to request clarification regarding transparency and conflicts these questions continue to go on unanswered continually.

The public record reflects Commissioner Jeff Wenholz's role as a UEC board member and the protective order. Given UEC's involvement in industrial infrastructure, transmission planning, utility expansion, economic development, and regional growth planning, I respectfully request disclosure of any conflict analyses, ethics reviews, advisory opinions, recusals, legal guidance, or other records addressing participation in transportation and infrastructure matters where UEC may have an interest.

I further request disclosure of any NDAs, confidentiality agreements, executive-session restrictions, protective-order limitations, or other arrangements that may affect the completeness of information available to the public regarding transportation planning, infrastructure planning, industrial development, utility planning, or growth projections.

Finally, I am placing into the record that I previously raised concerns regarding access to my Laurel Lane property and was advised that Matt Jensen would follow up regarding those concerns. To date, I have not received the written clarification necessary to understand the County's position regarding my existing access, future access, and how the City TSP, County transportation planning, and related transportation decisions may affect my property. Is that joint management agreement effecting what roads and engagement concerns with the city tsp co-adoption with the RUMA since it is "confidential"?

I respectfully request written responses to each of these questions and written acknowledgment that this correspondence has been received and entered into the public record for the June 3rd meeting.

Thank you.

Jonathan Tallman
Boardman, Oregon



[04282026 Planning Commission Packet.pdf](#)



[Update to April 28 planning commission .pdf](#)



[03312026_pc_packet.pdf](#)



[3182026Agenda Packet, Board of Commissioners Meeting, 18 March 2026.pdf](#)

Date:

2026

News

BOARDMAN – Starting Monday, May 11, Tower Road northbound, at the eastbound I-84 Exit 159 off-ramp, will close for one week.

On May 26, Tower Road southbound, at the westbound I-84 Exit 159 off-ramp, will close for one week.

Only the Tower Road Bridge will close. All ramps at Exit 159 and Tower Road south of the eastbound off-ramp will stay open. Travelers should watch for advance warning signs and posted detours.

Project schedule

- **May 11-18:** Tower Road Bridge northbound closure.
- **May 26-June 2:** Tower Road Bridge southbound closure.
- **June 3-July 2:** Full closure of Tower Road Bridge. Love's Truck Stop will remain accessible for eastbound travelers and westbound travelers using the detour.
- **July:** Crews will complete paving, striping and sign installation. Expect occasional nighttime ramp and Tower Road overpass lane closures.

• **Detour**

Data Centers in Morrow County

- 10 campuses approved
- ~4-5 data center buildings each
- 1 application under review

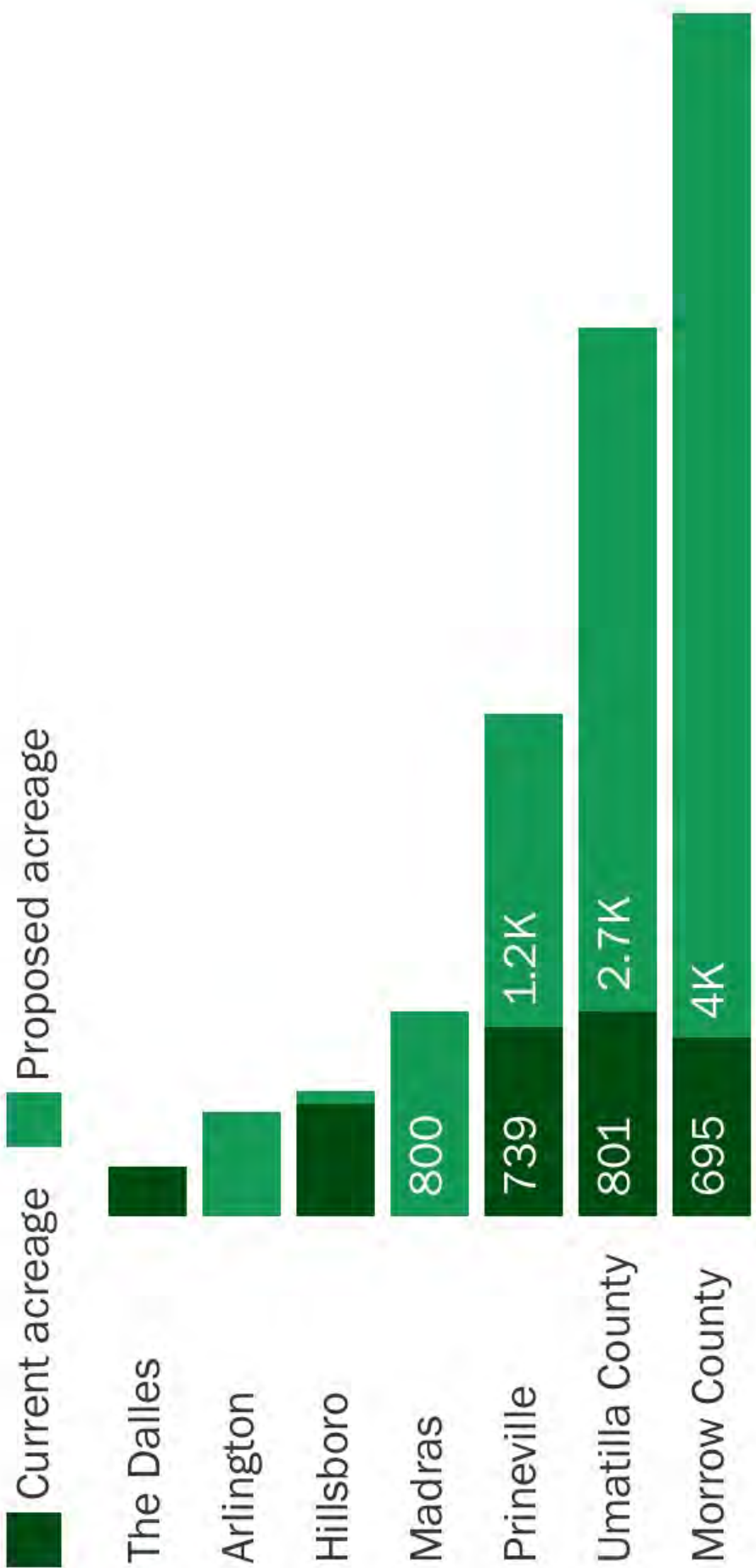
 Morrow County

- + 1,300-acre data center overlay
- + 300-acre data center overlay (*not shown*)
- + Numerous potential future sites



Oregon data center acreage

Data centers occupy about 2,900 acres in Oregon today. Communities are planning to add 9,100 acres for the industry.



Source: Oregon Department of Land Conservation and Development • [Get the data](#)

**UMATILLA ELECTRIC COOPERATIVE
BOARD POLICY**

NO. 55

TITLE: Director Duties and Standards of Conduct

PURPOSE

To explain the fiduciary duties of Directors and to clarify the standards of conduct for which they will be held accountable when serving on the Board.

POLICY

All of the powers of Umatilla Electric Cooperative (UEC) are conferred upon and may be exercised by the Board of Directors, except as reserved to or conferred upon the UEC members by law, the Articles of Incorporation, or the Bylaws. It is the purpose of this policy to identify or establish standards whereby such power may be exercised by the Directors in the best interests of UEC.

1. Legal Duties. Directors are subject to legal standards of fiduciary responsibility to UEC. These include the duties of care and loyalty. Under the duty of care, Directors are required to:
 - A. Exercise that degree of care that an ordinarily prudent person would exercise under similar circumstances.
 - B. Have or acquire the minimum knowledge and skills necessary to direct the affairs of UEC.
 - C. Make every effort to attend all meetings of the Board and to study materials sent prior to each Board meeting.
 - D. Study and adhere to all obligations imposed by the Articles of Incorporation, the Bylaws, contractual agreements and Board Policies.

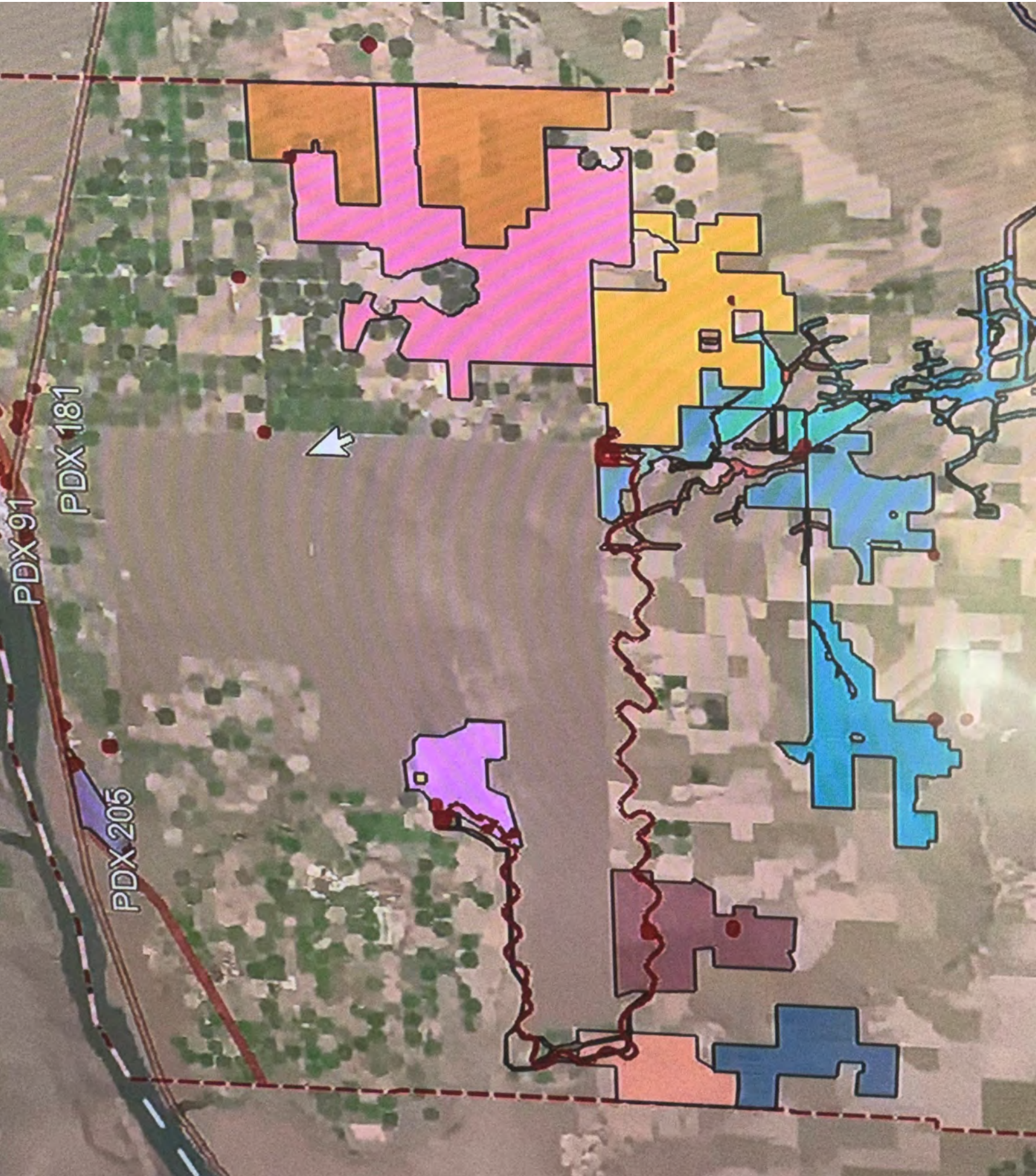
Under the duty of loyalty, Directors are required to:

- A. Act only in the best long-term interest of UEC and its members.
- B. Place the interests of UEC over any personal interests.
- C. Not have any financial interest in a directly competing business.
- D. Avoid the appearance of any conflict of interest.

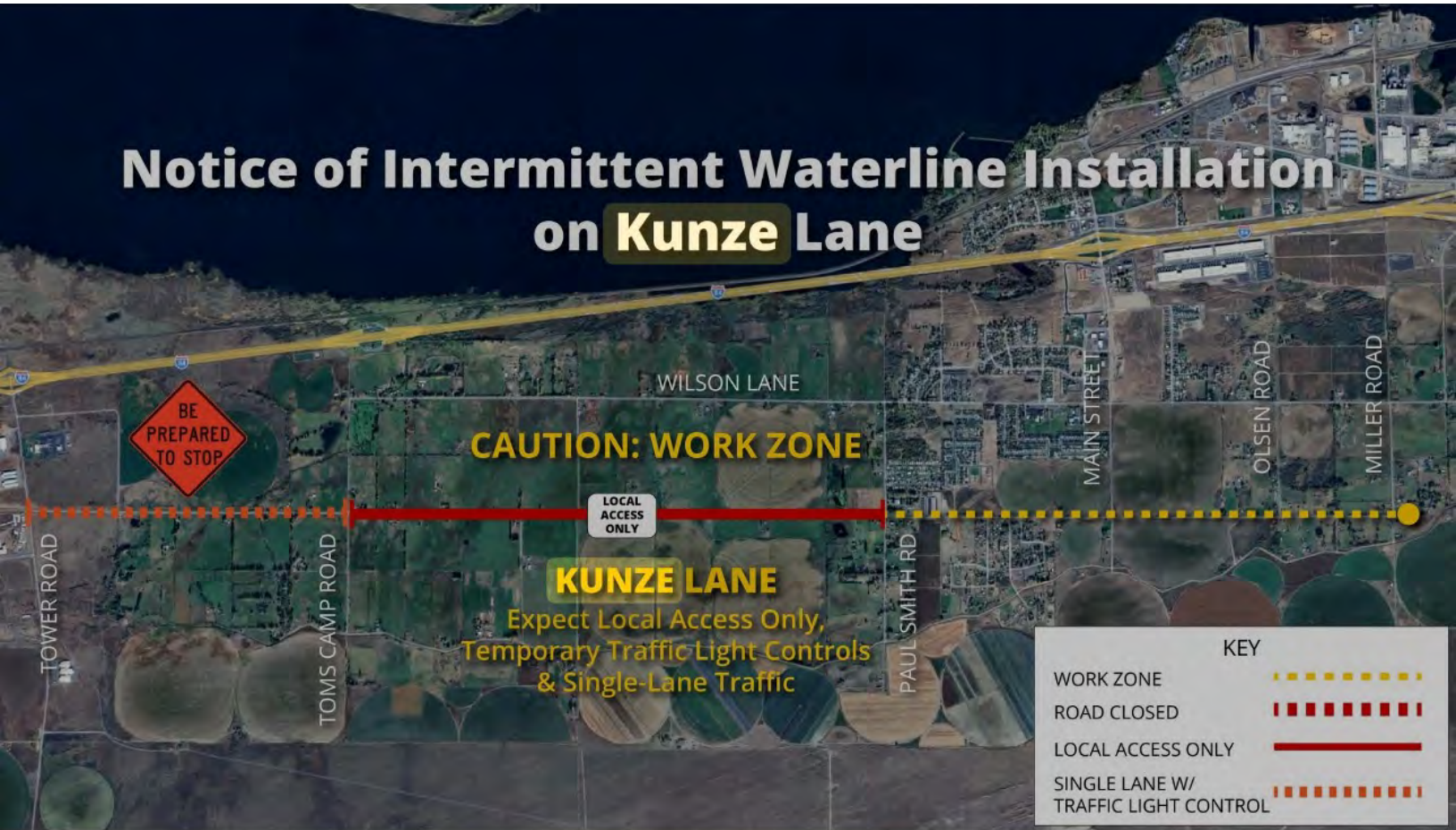
Effective Date superseding all previous versions: June 24, 2020

Page 1 of 4

- E. Avoid any future conflict of interest by refusing to receive any remuneration from any entity proposing to purchase all or substantially all of the assets of UEC.
 - F. Represent and support the interests of the cooperative to elected and public officials.
 - G. Publicly support decisions of the Board except in extraordinary circumstances where the Director believes that there is a clear and present threat to the survival of UEC.
2. Conduct with Respect to Fellow Directors. Regardless of any personal differences, Directors should:
 - A. Demonstrate mutual respect.
 - B. Allow opportunity for every other Director to be heard on any matter being considered by the Board.
 - C. Abstain from revealing to persons other than Directors, the General Manager/CEO, or UEC Attorney, any differences of positions among Directors on matters considered and acted upon by the Board. This standard does not preclude fair and accurate publication of such differences to the UEC members in relation to contests for Director elections or other matters to be voted upon by the members.



Notice of Intermittent Waterline Installation on Kunze Lane



Port of Morrow

2d • 🌐

Kunze Lane Traffic Impact Report for Wednesday, April... See more



Future Energy Infrastructure in Morrow County – Unique Opportunity

- Boardman to Hemingway transmission line
- PacifiCorp Apex substation
- PacifiCorp Maverick Substation
- PacifiCorp Maverick to Apex transmission line
- PacificCorp Litespeed substation
- PacifiCorp associated transmission lines
- Amazon Data Center
- Percheron Data Center
- Exascale Data Center Campus



**** Siting solar and storage to leverage future energy infrastructure requires careful consideration of location, routes, and timing.**

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 3, 2026 At 9:00 A.M.

Bartholomew Building Upper Conference Room

110 N. Court Street, Heppner, Oregon

Zoom Meeting Information On Page 2

- 1. Call to Order and Pledge of Allegiance**
- 2. Public Comment**
- 3. Consideration and Adoption of Agenda**
- 4. Department Reports**
 - a. Clerk's Quarterly Report (Bobbi Childers)
 - b. Local Public Safety Coordinating Council Quarterly Report (Jessica Rose)
 - c. Public Works Monthly Report (Rory Rowlette)
 - d. County Administrator Report (Matt Jensen)
- 5. Consent Agenda**
 - a. Minutes: February 18, 2026 Special Session; March 18, 2026 Regular Meeting, April 15, 2026 Regular Meeting, May 6, 2026 Regular Meeting
 - b. Eighth amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement #185824 for the Financing of Public Health Services (Robin Canaday)
 - c. Morrow County Courthouse Master Funding Agreement (Matthew Jensen, Justin Nelson)
- 6. Business Items**
 - a. Financial Policy Approval (Kevin Ince)
 - b. Consideration of Out-of-Cycle FTE Request - Finance Department (Matthew Jensen)
 - c. Annual Presentation for Oregon Water Resources Department (Chris Kowitz)
 - d. Ratification of Updated Fair Board By-Laws (Tylynn Cimmiyotti, Shelby Shoenfelder)
 - e. Lake Penland Corporation Road Request (John Murray)
 - f. Ratification of Contract for Airport Improvement Grant (Matthew Jensen)
- 7. Correspondence**
- 8. Commissioner Reports**
- 9. Executive Session**
 - a. ORS 192.660(2)(a), which allows the Commission to meet in executive session to consider the employment of a public officer, employee, staff member or individual agent. ()
 - b. ORS 192.660(2)(d), which allows the Commission to meet in executive session to conduct deliberations with persons designated by the governing body to carry on labor negotiations.
 - c. ORS 192.660 (2)(f) and (g) to consider information or records that are exempt by law from public inspection and to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations and information or records that are exempt by law from public inspection under ORS 192.355 (1). ()
- 10. Potential Decision or Action Items as Result of Executive Session(s)**
- 11. Return to Open Session after Executive Session**
- 12. Signing of documents**

13. Adjourn

Agendas are available every Friday on our website (www.co.morrow.or.us/meetings). Meeting Packets can also be found the following Monday.

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

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

Zoom Meeting Information

<https://zoom.us/j/8279532465>

Password: **97836**

Meeting ID: 820 7953 2465

One tap mobile

+16694449171,,82079532465#,,,,*97843# US

+16699006833,,82079532465#,,,,*97843# US (San Jose)

Join by SIP

• 82079532465@zoomcrc.com

Zoom Specific Notes:

If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute when you are called on.

El Condado de Morrow ofrece la opción de subtítulos traducidos en Zoom.

Instrucciones: https://support.zoom.com/hc/es/article?id=zm_kb&sysparm_article=KB007415If you need further assistance, please contact Justin Nelson at jnelson@morrowcountyor.gov

Commissioner Contact Information		
David Sykes, Chair	Jeff Wenholz, Commissioner	Gus Peterson, Commissioner
dtsykes@morrowcountyor.gov	jwenholz@morrowcountyor.gov	apeterson@morrowcountyor.gov
541-240-0909	541-240-0750	458-219-1187

(for BOC Use)
Item #
4.a.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

Presenter at BOC:

Date Submitted:

Department: County Clerk

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item:

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

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

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

5. Reviewed By:

Valerie Ballard, Executive Assistant
Bobbi Childers, County Clerk
Matthew Jensen, County Administrator

Created -

6. ATTACHMENTS:

None



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

Presenter at BOC:

Date Submitted:

Department: Administration

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: LPSCC Quarterly Report

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

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

N/A

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

N/A

5. Reviewed By:

Valerie Ballard, Executive Assistant
Matthew Jensen, County Administrator
Matthew Jensen, County Administrator

Created -

6. ATTACHMENTS:

1. LPSCC BOC Report MC 5-26

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

1. Updates

- a. LPSCC is in need of a Chair, and will vote on Chair and Vice-Chair at the July meeting.
- b. LPSCC is currently discussing how to approach the concerning increase in DUII's in our community. We may conduct a symposium similar to the "Every 15 Minutes" program in our schools.
- c. The CJC (Criminal Justice Commission) is the State Agency that distributes and administers public safety grant funds to Counties. Due to legislative changes, there will be major changes to this program, and the coordinator is attending meetings to remain knowledgeable about the grant process.
- d. The LPSCC voted on several grants and budgets this biennium as required in ORS, and reviews the quarterly reports required to continue receiving the grants. These include JRP (Justice Reinvestment Program), IMPACTS, and Deflection grants.

2. Ongoing Projects

- a. Coordinator acts as staff for the ORS required LPSCC by coordinating meetings, minutes and agendas, as well as acting as a "project manager" for any grants or initiatives the LPSCC votes to undertake.
- b. LPSCC continues to discuss ways for Agencies to cooperate to streamline efficiencies, and collaborate to deliver services to the community. We are also statutorily required to vote on several grant funding streams to County agencies, including required intermittent reporting.
- c. The Juvenile Diversion program currently has had several graduates and is still available for first-time low-level youth offenders.
- d. IMPACTS Grant Award: The previous grant helped many individuals with serious and persistent mental illness. This saves the County money on jail stays, and helps people obtain the supports they need to successfully integrate into society. CCS applied for the IMPACTS grant again and the GRC (Grant Review Committee) meets 3/2 to discuss the applications received. We will know more at that time.
- e. The County also received a deflection grant through LPSCC application. This biennium of the deflection grant included a purchase of a vehicle to be able to provide services to those in rural areas.
- f. Coordinator will continue to Monitor grant opportunities for Morrow County.
- g. We will get a mental health court up and running once we have the necessary staffing to launch.
- h. LPSCC meets every-other-month and alternates meetings between Heppner and Boardman. It is a public meeting and everyone is welcome. There is a zoom option for those who are interested but cannot attend in person.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

Presenter at BOC: Rory Rowlette, Deputy Public Works Director

Date Submitted: May 26, 2026

Department: Public Works Administration

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: Public Works Monthly Report

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

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

None

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

None

5. Reviewed By:

Valerie Ballard, Executive Assistant
Eric Imes, Public Works Director
Matthew Jensen, County Administrator

Created/Initiated - 5/26/2026

Approved - 5/29/2026

Final Approval - 5/29/2026

6. ATTACHMENTS:

1. May Report 26



PUBLIC WORKS DEPARTMENT

Airport Roads Solid Waste Vegetation Management

P.O. Box 428 - 365 W. Highway 74 Lexington, Oregon 97839

(541) 989-9500 – PublicWorks@morrowcountyor.gov

Date: 05/26/2026

To: Board of Commissioners

From: Rory Rowlette Public Works Deputy Director

Re: Public Works Department Monthly Report

Roads

Here's an update on what the Road Department has been working on this past month.

Rock Crushing- Our rock crushing contractor is completed with Clarks Canyon Pit and will soon be completed with the Thompson pit.

Baker Lane Paving Project- Project is going well and the Road Department has been working very hard this month placing the asphalt. We will be chip sealing and doing shoulder work on this project through the month of June.

Prepping for Chip Seal- Crews have been out prepping county roads for chip seal. We will be chip sealing Blackhorse, Cemetery Hill, Dee Cox, lone-Boardman, and Baker lane.

Overall, it's been a productive month, and crews have been doing a great job keeping all the projects moving forward.

Solid Waste

City of Heppner Cleanup Voucher Program- We recently wrapped up our partnership with the City of Heppner through their City Cleanup Voucher Program, which was successful and provided residents with an opportunity to responsibly dispose of unwanted materials.

Staffing Challenges- Although both transfer stations are currently fully staffed, we continue to experience challenges maintaining operational coverage during periods of employee illness and planned leave. We are actively brainstorming opportunities and operational strategies to help mitigate future service interruptions and reduce the potential for closures.

SWAC Meeting- We held our Solid Waste Advisory Committee (SWAC) meeting on May 19, which went well. We appreciate the continued participation from our community members and franchise partners who help bring new ideas and thoughtful discussion to support and improve solid waste services throughout Morrow County.

RecycleOn Container- At the North Transfer Station, we partnered with Circular Action Alliance (CAA) to bring a RecycleOn container to the site. This container will provide additional recycling opportunities for harder-to-recycle materials.

Airport

Operations-The airport has not experienced any major operational changes this month; however, air traffic activity continues to increase as favorable flying weather returns to the region.

Weeds

Roadside Spraying- Corey and Justin continue with roadside spraying and are about 90% completed.

That's the update for this month, and I'm happy to answer any questions.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

Presenter at BOC: Matthew Jensen, County Administrator

Date Submitted: May 29, 2026

Department: Administration

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: Administrator Report

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

The following is a summary of activities for the County Administrator from 5/18/2026 to 5/29/2026:

- FY 2027 Budget Process - Completed budget committee and received approval to present to BoC. Appreciation to Finance for pulling the budget together and the departments and elected officials that took serious consideration of the budget. A budget hearing will be held on June 20 with possible adoption by the BoC.
- Bartholomew Building Generator Project - Word has finally come down on a reasonable extension for the project in order to affect the installation of generator. EOM has notified the County they can process with a completion date in 2027. The consultant will proceed with project coordination.
- All-Staff Town Hall Q&A - As part of the strategic plan to increase transparency with our employees, the County Administrator held a non-mandatory town hall. Attendance was held in person and over Teams. A good representation of employees attended and many questions were answered - particularly regarding the canceled compensation study contract. Overall, the event was seen as a positive interaction and there was encouragement to continue holding such meetings.
- Circuit Court Project - Progress continues. We have received the funding agreements from OJD which will allow us to start requesting reimbursements. These are on today's agenda. Construction continues with an updated document attached for your consideration. Bouten and DLR have provided cost projections through the end of FY 2026 for Finance Department to make appropriate budget adjustments.
- Public Works Transition - A farewell luncheon was held for outgoing PW Director Eric Imes. It was well attended. Eric has prepared transition documents for PW staff as the job is posted over the next few weeks. Rory Rowlette has been designated as interim-Director until a replacement has been designated.

Other items will be discussed under other agenda items today. Please contact me if you have any questions.

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

N/A

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

No Action - Department Report Only

5. Reviewed By:

Matthew Jensen, County Administrator
Matthew Jensen, County Administrator
Matthew Jensen, County Administrator

Created/Initiated - 5/29/2026
Approved - 5/29/2026
Final Approval - 5/29/2026

6. ATTACHMENTS:

1. MCCH Project Report No 6

MORROW COUNTY COURTHOUSE REPLACEMENT



SilverCreek's concrete crew pouring the first lift of the center stair wall on Thursday May 21.



SilverCreek's civil crew installing the main water line prior to making the utility bridge crossing.



RJ Construction prepping and cleaning the top of footing prior to install of the interior retaining wall waterproofing.



SilverCreek's concrete crew forming the south continuous footing on level 1.

Upcoming Construction

- Continuation of waterproofing install along the interior & exterior retaining walls.
- Backfill behind the interior retaining wall in prep for level 2 footings.
- Level 1 slab on grade prep prior to underground utility work.





AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

Presenter at BOC:

Date Submitted: May 29, 2026

Department: Board of Commissioners

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: Minutes: February 18, 2026 Special Session; March 18, 2026 Regular Meeting, April 15, 2026 Regular Meeting, May 6, 2026 Regular Meeting

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

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

N/A

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

Motion to approve the minutes as written or request revisions

5. Reviewed By:

Valerie Ballard, Executive Assistant
Matthew Jensen, County Administrator

Created/Initiated - 5/29/2026
Final Approval - 5/29/2026

6. ATTACHMENTS:

1. 3-18-2026 BOC Regular DRAFT
2. 2-18-2026 BOC Special Session DRAFT
3. 4-15-2026 BOC Regular DRAFT
4. 5-6-2026 BOC Regular DRAFT

Morrow County Board of Commissioners Meeting
March 18, 2026
Don Adams Conference Room, Irrigon Government Center
Irrigon, Oregon

Present In Person Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Gus Peterson, Matt Jensen, Justin Nelson, Valerie Ballard, Kevin Ince, Brian Snyder, Amanda Kendrick; non-staff: Brandon Hammond, Jonathan Tallman

Present Via Zoom Michelle Kestler, Sandi Pointer, Deona Siex, Mike Gorman, Bobbi Childers, Vince Guerrero, Yvonne Morter, Sabrina Bailey-Cave, Sarah Rea, Latosha Hedman, Rose Kylo, Amanda Kendrick, Robin Canaday; non-staff: Andrea Di Salvo, Julie Kensen, Mary Killion, Torrie Griggs, Griffin Beach, Erika Morton, Stephanie Case, Phil Newton, Natalia Wight

Call to Order

9:02 a.m.

Public Comment

In Person

Jonathan Tallman from Boardman, Oregon, told the Board that he had been contacted by Public Works Director, Eric Imes, the day prior about Mr. Tallman's property on 450 Laurel Lane and County access. For the record, the County has access through his property already granted, and Mr. Tallman added that he has emailed Planning Director, Tamra Mabbott, about Urban Growth Boundary (UGB) issues and how they have been communicated with the City of Boardman with the UGB and Transportation System Plan (TSP).

Mr. Tallman expressed the opinion that a "back door deal" is happening and requested related communications in addition to a sit-down conversation.

County Administrator Matthew Jensen responded to Mr. Tallman's comment and said he would contact Mr. Tallman after the Board of Commissioners meeting.

Via Zoom

Phil Newton with Oregon Teamsters 223 introduced himself to the Board. Mr. Newton, with Austin DiPaolo, will be negotiating on behalf of the Sheriff's Association and visiting in-person April 2nd and 3rd.

Consideration and Adoption of Agenda

Commissioner Wenholz motioned to adopt the agenda as presented. Commissioner Peterson seconded. Vote: Unanimous approval.

Department Reports

The Accounts Payable monthly report was submitted by Kevin Ince

The Planning Department monthly report was presented by Tamra Mabbott with George Cress

The Sheriff's Office monthly report was presented by Brian Snyder

The Treasurer's monthly report was submitted by Jaylene Papineau
 The Veteran's Services quarterly report was presented by Amanda Kendrick
 The County Administrator's report was presented by Matthew Jensen

Consent Agenda

- a. Minutes: January 21, 2026
- b. 7th Amendment to IGA \$185824 OHA Financing Public Health Services
- c. Out of State Travel Request: Veterans Services Officer NACVSO Conference
- d. Amazon Data Services Road Use and Maintenance Agreement

Commissioner Peterson motioned to approve the Consent Agenda. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Business Items

Electrical Inspection Services Presentation

Brandon Hammond, City of Boardman Manager; Glenn McIntire, City of Boardman Building Official

Morrow County contracts building inspections through the City of Boardman with electrical inspections and permitting done by the Oregon Building Codes Division. City of Boardman is proposing Morrow County take over electrical inspections and permitting from the State and contract with Boardman for those services.

No action taken. The City of Boardman will return to a future meeting for the Board to vote on the subject.

Comment Letter to Energy Facility Siting Council Regarding Notice of Intent Filed by MN8 for the Wells Spring Solar Project

Tamra Mabbott, Planning Director

Commissioner Wenzholz declared a potential conflict of interest as a member of the Umatilla Electric Coop (UEC) Board of Directors. While UEC currently does not have any agreements with MN8, future agreements are possible.

A Notice of Intent (NOI) has been filed with the Energy Facility Siting Council for the proposed Wells Spring Solar Project by MN8 Energy. The proposed letter is the County's response to the NOI and the result of collaboration between the Planning Director, Public Works Director, and Weed Program Manager.

Commissioner Peterson motioned to approve the letter for the Notice of Intent comments for the Wells Spring Solar Project. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Consideration to Appoint Morrow County Planning Commission Member Representing Irrigon Area

Tamra Mabbott, Planning Director

Charlene Cooley has submitted her resignation from the Planning Commission and after advertising the vacancy, Brian George submitted a letter of interest.

Commissioner Peterson motioned to appoint Brian George to finish out Charlene Cooley's term and then begin a new term on January 1, 2027, for the Planning Commission. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Consideration to Appoint 2 Members of the Morrow County Compensation Board

Matthew Jensen, County Administrator

Per Oregon Revised Statute (ORS) 204.112, each governing body is required to appoint a compensation board to review the compensation of elected officials. The Morrow County Compensation Board can range from 3-5 members and has two vacancies after one term has ended and another member moved out of the area.

After advertising the openings, two applicants expressed interest: Brandon Hammond, who is City Manager of the City of Boardman, and Edith Velasco, a long-time resident of Morrow County currently working for the Morrow County Public Health Department. Concern has been raised about a County staff member being a part of the Compensation Board, however there is nothing in ORS prohibiting that.

Commissioner Wenzholz motioned to appoint Brandon Hammond to the Compensation Board with the term ending December 31, 2029. Commissioner Peterson seconded. Vote: Unanimous approval.

Morrow County Triennial Report

Robin Canaday, Public Health Director; Kevin Ince, Finance Director

Oregon Health Authority (OHA) performs a full review of the Public Health Department every three years. An error in Vital Records was found and quickly resolved, a missing invoice was discovered and promptly paid, and there was an outdated cost analysis, and OHA provided an updated cost analysis tool.

Morrow County contracts with Umatilla County for food, pool, and lodging inspections and there were three findings. One finding stemming from late fees applied to temporary restaurant permits, an 82% inspection rate with a standard of 90% to meet compliance, and the third was not conducting re-inspections within OHA's required time frame.

Ratification of 2025-27 Sergeants Association Collective Bargaining Agreement

Matthew Jensen, County Administrator

The Sergeants Association's Collective Bargaining Agreement (CBA) was tentatively approved by the Board of Commissioners on February 18. The Sergeants Association has since ratified the agreement, and it is now presented to the Board for final approval.

Commissioner Peterson motioned to ratify the Collective Bargaining Agreement between Morrow County and the Morrow County Sheriff's Sergeants Association. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Sergeants Association Bonus Letter Ratification

Matthew Jensen, County Administrator

Separate from the CBA Ratification but a part of the agreement, each individual in the Sergeant's Association will receive a ratification bonus of \$1,500.

Commissioner Peterson motioned to approve the Sergeant's Association ratification bonus letter and authorize staff to proceed with processing the bonus on a separate check from the standard payroll process. Commissioner Wenholz seconded. Vote: Unanimous approval.

Consideration to update the County Personnel Policy 7f. Gifts and Gratuities

Matthew Jensen, County Administrator

The passage of House Bill 4161 reverses the ruling made by Oregon Government Ethics Commission (OGEC) regarding gifts and gratuities as an effort to restore "common sense and clarity". The proposed policy update in accordance to ORS 244.040 allows the County to provide intermittent food for officials and staff participating in meetings or training as well as items or merchandise as long as the value does not exceed \$100 per calendar year.

Commissioner Peterson motioned to approve and adopt the update to the County's Policy 7F. Gifts and Gratuities. Commissioner Wenholz seconded. Vote: Unanimous approval.

Consideration of Fiscal Year 2027 Reclassification Requests

Matthew Jensen, County Administrator

Sixteen reclassification requests were submitted by employees, two of which have previously been acted on by the Board. The Classification Review committee is comprised of the County Administrator, Human Resources Director, and Finance Director. The committee recommends the following classification requests for inclusion in the proposed Fiscal Year 2027 budget:

FTE Request:

- Public Works – Servicing Mechanic (Grade 20)

Reclassification Requests:

- Public Health – Public Health Data Coordinator (Grade 18 Step 5 to Grade 19, Step 6)
- Public Health – Administrative Clerk to Senior Administrative Clerk (Grade 10 Step 5 to Grade 12 Step 5)
- Parole & Probation – Work Crew Supervisor (Grade 16 Step 2 to Grade 17 Step 4)
- Planning – Planning Technician to Associate Planner (Grade 19 Step 4 to Grade 23 Step 1)
- Justice Court – Senior Court Clerk to Office Manager (Grade 14 Step 9 to Grade 17 Step 6)

Commissioner Peterson motioned to approve the Public Health Data Coordinator reclassification effective immediately. Commissioner Wenholz seconded. Vote: Unanimous approval.

Commissioner Peterson motioned to approve the proposed recommended classification requests for FY2027 to be included in the proposed budget for FY2027. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Consideration to Cancel MGMT for Compensation Study Services

Matthew Jensen, County Administrator; Kevin Ince, Finance Director

This is a request to cancel the contract with MGMT for compensation study services. Throughout the process, staff have questioned several times the reliability of the process. For example, one recommendation was an 8.9% increase to all employees, which could not be verified. Market comparables are inconsistent or unreliable with data comparing local salary compensation with Morrow County's own salaries.

Staff have essentially taken on the consultant's job and with recent hiring, now have the bandwidth to conduct their own study. Compensation reviews are required every three years, and third parties are not required.

Commissioner Wenzholz motioned to authorize staff to terminate the contract with MGMT and direct staff to evaluate alternative options for completing compensation study efforts. Chair Sykes seconded. Vote: 2 in favor (Wenzholz, Sykes) 1 opposed (Peterson) motion carried.

County Port Strategic Investment Program Intergovernmental Agreement

Gus Peterson, Commissioner

The County and Port of Morrow recently held a joint work session to discuss Strategic Investment Programs and a recent intergovernmental agreement (IGA) draft proposed by the County and rejected by the Port. Commissioner Peterson asked the Board to consider the best alternative to a negotiated agreement if an agreement cannot be reached.

Chair Sykes drafted a summary of the joint work session and asked the Board to review the summary during a short recess.

Recess

10:55 a.m.

Resume

11:04 a.m.

Commissioner Peterson motioned to appoint Commissioner Wenzholz, Assessor Mike Gorman, and County Administrator Matthew Jensen to represent Morrow County in the work group with the Port Strategic Investment Program. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Data Center Study Proposal

Gus Peterson, Commissioner; Tamra Mabbott, Planning Director

ECONorthwest has a proposal for a study on the impact of data centers. There were conflicting opinions amongst the Commissioners on the study, ranging from the study providing valuable, objective information on data centers, addressing constituent concerns and providing leaders with knowledge for future decisions, to feeling that the study proposal has a predetermined outcome and is outside the County's purview.

Commissioner Peterson motioned to approve the data center study as proposed by ECONorthwest. Motion died for lack of second.

Correspondence

None

Commissioner Reports

Brief reports on Commissioner activity were provided.

Executive Session

11:47 a.m.

The Board met in Executive Session pursuant to ORS 192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent.

Return to Open Session

11:53 a.m.

Commissioner Peterson motioned to allow District Attorney Justin Nelson to offer a position to the applicant discussed in Executive Session as Deputy District Attorney 3, Step 11. Commissioner Wenholz seconded. Vote: Unanimous approval.

Adjourn

11:53 a.m.

**Morrow County Board of Commissioners Special Session
February 18, 2026
Don Adams Conference Room, Irrigon Government Center
Irrigon, Oregon**

Present In Person Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Gus Peterson, Valerie Ballard

Present Via Zoom Sabrina Bailey-Cave; non-staff: Bob Blackmore, Heidi Mason

Call to Order

4:14 p.m.

Executive Session

The Board of Commissioners met in Executive Session pursuant to ORS 192.660(2)(i), which allows the Commission to meet in executive session to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

Return to Open Session

5:47 p.m.

Commissioner Peterson motioned to have an executive summary and not a full report based on our executive session. Commissioner Wenholz seconded. Vote: Unanimous approval. Motion Carried.

Adjourn

5:47 p.m.

Morrow County Board of Commissioners Meeting
April 15, 2026
Don Adams Conference Room, Irrigon Government Center
Irrigon, Oregon

Present In Person Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Gus Peterson, Matthew Jensen, Valerie Ballard, Justin Nelson, Tamra Mabbott, Kevin Ince, Greg Close, Steven Davis, Eric Imes, Rory Rowlette, Brian Snyder; non-staff: Kelly Doherty, Cheryl Tallman, Tim Rust, Jocelyn Pease

Present Via Zoom Sandi Pointer, Sabrina Bailey-Cave, Raymi Cain, Mindy Wilson, Michelle Kestler, Vince Guerrero, Mike Gorman, Deona Siex, Matt Kenny, Rose Kylo, George Cress, John Bowles, Latosha Hedeman; non-staff: Andrea Di Salvo, Zachary Rogala, Torrie Griggs, Matthew Hutchinson, Maggie Hodny

Call to Order and Pledge of Allegiance

9:02 a.m.

Public Comment

Cheryl Tallman of Boardman, Oregon read the following:

“My name is Cheryl Tallman, and I am the owner of the Farmer’s Cup coffee shop.

I am writing because I have been informed by my landlord that the County wants to block access to a road easement based on the County’s opinion that it does not meet “commercial standards.” My landlord has asked the County to identify the specific statutes, code provisions, and standards it is relying on. In response, I have driven around the County and taken photographs of other commercial access roads because I want to understand why our property is being treated differently.

This property has had a commercial business operating on it for more than seven years, and another commercial tenant has been there for more than twenty years. Nothing material has changed about the long-standing commercial nature of this property. What has changed is the pressure now being placed on our land and business.

The County Planner has stated that the County works with the City of Boardman under a Joint Management Agreement. If that is the case, then from my perspective, this increasingly looks like a coordinated effort between the County and the City rather than an isolated access concern. When the City and County are both involved in planning, access, and development decisions affecting the same property, it is difficult not to view these new restrictions as part of a broader coordinated attempt impacting our land and livelihood.

My landlord has assured me that he is willing to negotiate in good faith under Oregon’s ORS 35 laws, and this month I am extending the same gesture. We are not refusing to work with anyone. We are asking for fairness, transparency, and direct communication.

With all the growth happening in this area, this situation should not be left unresolved. All it takes is for the entities involved to come to the table, identify the actual standards being

applied, and negotiate in good faith to get this taken care of. Instead, our property and our business continue to hang in the balance.

I respectfully ask the County to clearly identify the legal and engineering basis for its position, explain why this long-standing commercial access is suddenly being challenged now, and work toward a fair and transparent resolution before further damage is done.”

County Administrator, Matthew Jensen addressed the comment clarifying that the parcel is on an ongoing temporary access permit off the north side of the parcel until the City of Boardman completes the new road and does not directly impact the parcel where the Farmer’s Cup is located. The access in question is to the south for commercial truck access.

Tim Rust spoke to the Board regarding the condition of “Butter Creek Highway”, a roadway he and neighbors use which has an increasing number of potholes due to traffic for the Boardman 2 Hemingway transmission line. Mr. Rust inquired about possible road use agreements for maintenance and repair.

Chair Sykes asked Mr. Rust to e-mail his concerns to the Board.

Consideration and Adoption of Agenda

Commissioner Peterson motioned to adopt the agenda as presented with the removal of item 6b. Commissioner Wenholz seconded. Vote: Unanimous approval.

Department Reports

The Juvenile Department report was submitted by Christy Kenny
 The Sheriff’s Office report was presented by Brian Snyder
 The Public Transit report was presented by Steven Davis
 The Planning Department report was presented by Tamra Mabbott
 The Accounts Payable report was submitted by Kevin Ince
 The County Administrator report was presented by Matthew Jensen

Consent Agenda

Commissioner Wenholz motioned to approve the consent agenda, pulling items e (Crack Sealing & Rock Crushing Contract), f (On-Call Engineering & Surveying Services Agreement), and g (Liquid Asphalt Emulsion Contract) for discussion. Commissioner Peterson seconded. Vote: Unanimous approval.

- a. Minutes: February 18, 2026 Regular Session; February 6, 2026 Special Session
- b. Notice of Intent to Award and Purchase Morooka Tracked Carrier
- c. Acceptance of Public Road Dedication Being Made on Partition Plat for Kilkenny Land Company
- d. Troy Road Consent to Participate – Cleaver Land LLC
- e. ~~Contract Execution – Crack Sealing & Rock Crushing~~
- f. ~~On-Call Engineering & Surveying Services Agreement~~

- ~~g. Execution of Contract for Application of Liquid Asphalt Emulsion~~
- h. Payment Authorization L-145-7 Bouten Construction Circuit Courthouse
- i. Board of Commissioner Representation Change on Local Public Safety Coordinating Council

Discussion on Contract Execution – Crack Sealing & Rock Crushing, On-Call Engineering & Surveying Services Agreement, and Execution of Contract for Application of Liquid Asphalt Emulsion

Commissioner Wenholz noted the timeline for crack sealing is from April 15-30 and asked if they will be able to complete the work in time. Public Works Director, Eric Imes, confirmed that the work will be completed in that time frame.

Section 5.3 of both the crack sealing contract and the application of liquid asphalt contract states “The billing shall be organized by vehicle or price or equipment describing with particularity all work performed” whereas the language on the rock crushing contract and on-call engineering services does not mention vehicle “The billing shall describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses”. Commissioner Wenholz explained the rock crushing contract has standardized language that the County should follow going forward.

Commissioner Wenholz motioned to approve 5e. Contract Execution – Crack Sealing & Rock Crushing. Commissioner Peterson seconded. Vote: Unanimous approval.

Commissioner Peterson motioned to table item f. On-Call Engineering Agreement with Keller & Associates until the next meeting. Commissioner Wenholz seconded. Vote: Unanimous approval.

Commissioner Wenholz motioned to approve item g. Contract for Application of Liquid Asphalt Emulsion. Commissioner Peterson seconded. Vote: Unanimous approval.

Business Items

Parks Master Plan Grant Agreement

Greg Close, Parks Manager

Morrow County Parks department applied for and was awarded a grant from the Oregon Parks & Recreation Department to update the Morrow County Parks Master Plan which was last done at least ten years prior. Two minor changes to the grant agreement will change the grant administrator and billing contact.

Commissioner Peterson motioned to approve the Oregon Parks & Recreation County Opportunity Grant Program Agreement and authorize the County Administrator to sign on behalf of the County. Commissioner Wenholz seconded. Vote: Unanimous approval.

Recognition of Charlene Cooley for Service on the Planning Commission

Tamra Mabbott, Planning Director

Charlene Cooley is stepping down from the Planning Commission. Planning Director, Tamra Mabbott took a moment to recognize Ms. Cooley’s service.

PacifiCorp 31.8 Mile 500kV Transmission line

Tamra Mabbott, Planning Director

PacifiCorp has a permitted 31.8-mile, 500 kV transmission line connecting the Maverick and Apex substations and is asking if the County would like to involve the Oregon Department of Energy (ODOE) in appointing a technical committee. Otherwise, the project would go before the Energy Facility Siting Council (EFSC).

Commissioner Wenholz motioned to decline involvement of Oregon Department of Energy for public involvement. Commissioner Peterson seconded. Vote: Unanimous approval.

Second Reading of Adopting Ordinance ORD-2026-04 Co-Adoption of City of Boardman Transportation System Plan

Tamra Mabbott, Planning Director

The Land Use Hearing and first reading of Ordinance ORD-2026-04 local file number ATSP-162-26 occurred April 1, 2026, and per statute, a second reading is required for final adoption.

Commissioner Peterson motioned to approve adopting Ordinance ORD-2026-04 which will adopt the City of Boardman Transportation System Plan. Commissioner Wenholz seconded. Vote: Unanimous approval.

Second Reading of Adopting Ordinance ORD-2026-05 Goal 8 Recreation Update and Adoption of the Morrow County Heritage Trail Concept Plan

Tamra Mabbott, Planning Director

The first reading of Ordinance ORD-2026-05, amending the Goal 8 Recreation Update and Adoption of the Morrow County Heritage Trail Concept Plan occurred April 1, 2026. Per statute, a second reading is required for final adoption.

Commissioner Peterson motioned to approve Adopting Ordinance 2026-05 updating Goal 8 Recreation in the Morrow County Comprehensive Plan and adopting the Morrow County Heritage Trail Plan as an Appendix. Commissioner Wenholz seconded. Vote: Unanimous approval.

Morrow County Broadband Consortium Resolution to Disband R-2026-09

David Sykes, Commission Chair

The Morrow County Broadband Consortium has completed its mission and due to disband.

Commissioner Wenholz motioned to adopt and sign Resolution R-2026-09, authorizing the dissolution of the Morrow County Broadband Network Consortium, appointing dissolution managers, and establishing a plan for liquidation. Commissioner Peterson seconded. Vote: Unanimous approval.

Intergovernmental Agreement for the Columbia River Enterprise Zone III, Within a City of Influence

David Sykes, Commission Chair

This expands Irrigon's area of influence in the Columbia River Enterprise Zone III (CREZ III) to include the Columbia Development Authority.

Commissioner Peterson motioned to approve and sign the Intergovernmental Agreement for the Columbia River Enterprise Zone III within a City Area of Influence Amendment 3. Commissioner Wenholz seconded. Vote: Unanimous approval.

Correspondence

No Correspondence

Commissioner Reports

Brief reports of Commissioner activity were provided.

Recess

10:15 a.m.

Resume

10:25 a.m.

Executive Session

10:26 a.m.

The Board met in executive session pursuant to ORS 192.660(2)(d), which allows the Commission to meet in executive session to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Return to Open Session

11:38 a.m.

No action Taken.

Adjourn

11:38 a.m.

**Morrow County Board of Commissioners Meeting
May 6, 2026
Upper Conference Room, Bartholomew Building
Heppner, Oregon**

Present In Person Chair David Sykes, Commissioner Jeff Wenzholz, Commissioner Gus Peterson, Valerie Ballard, Matthew Jensen, Justin Nelson, Kevin Ince, Mike Gorman, Rory Rowlette, Pat Keeley, Michelle Kestler, John Bowles, Kristin Bowles, Vince Guerrero; non-staff: Ron McKinnis
Present Via Zoom Rose Kylo, Deona Siex, Amanda Kendrick. Erin Anderson, Steven Davis, Yvonne Morter, Latosha Hedeman, Raymi Cain, John Bowles; non-staff: Daniel Kearns, Andrea Di Salvo, Torrie Griggs, Erika Morton, Julie Jensen

Call to Order and Pledge of Allegiance

9:01 a.m.

Public Comment

No Comment

Consideration and Adoption of Agenda

Commissioner Wenzholz motioned to adopt the agenda as presented. Commissioner Peterson seconded. Vote: Unanimous approval.

Department Reports

The Assessment and Tax report was presented by Mike Gorman
 The Finance Department report was presented by Kevin Ince
 The Public Works report was presented by Rory Rowlette
 The County Administrator report was presented by Matthew Jensen

Consent Agenda

- a. Minutes: February 18, 2026 Land Use Hearing; February 20, 2026 Special Session; March 4, 2026 Regular Session
- b. Annual Authorization to Invest
- c. ~~On-Call Engineering & Surveying Services Contract~~
- d. Morrow County Public Transit Contract Award for One ADA Accessible Transit Van
- e. Intergovernmental Agreement with Oregon Health Authority and Sole Source Provider Contract with Community Counseling Solutions
- f. North Transfer Station Lease Agreement
- g. Umatilla County Sheriff's Office Fy26 Quarter 4 Jail Bed Invoice
- h. Sheriff's Office Out of State Travel Request
- i. Thompson Rock Pit Agreement
- j. Approve Stage 4 Budget and Contract Amendment with GSI Water Solutions

Commissioner Peterson motioned to approve the consent agenda excluding item 5c. On-Call Engineering & Surveying Services Contract. Commissioner Wenzholz seconded. Vote: Unanimous approval.

On Call Engineering & Surveying Services Contract

Chair Sykes asked if this would affect the County Administrator's spending limit. Kevin Ince, Finance Director, clarified that the contract only creates a contractual relationship. Staff have followed the procurement process to have an engineer on hand if the need arises and any specific tasks that exceed an individual's authorization would go before the Board for budgetary consideration.

Commissioner Peterson motioned to approve the on-call engineering and surveying service agreement with Keller Associates and authorize execution of the contract. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Public Hearing

Request for Special Procurement Determination: Recording & Event Logging System Upgrade for Emergency Dispatch

John Bowles, Sheriff; Kevin Ince, Finance Director

The Board of Commissioners, as the local contract review board, can designate procurement as a special procurement under the Morrow County Procurement and Contracting Policy. This is a joint procurement request as the recording and event logging system is utilized by both Morrow County Sheriff's Office and Umatilla County Sheriff's Office. With Board approval and subject to funding, the cost of the system will be included in the fiscal year 2026-27 budget and split 50/50 between Morrow and Umatilla Counties.

Public Comment

No Comments

Commissioner Peterson motioned to approve the request for a special procurement of the emergency dispatch & event logging system upgrades and authorize the Morrow County Sheriff's Office to proceed in coordination with Umatilla County. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Commissioner Peterson motioned to authorize the County Administrator to sign and execute contracts and documents necessary to complete the procurement. Commissioner Wenzholz seconded. Vote: Unanimous approval.

Business Items

Kunze Right of Way Dedication

Rory Rowlette, Deputy Public Works Director; Ron McKinnis, McKinnis Engineering
Morrow County has been working with Ron McKinnis of McKinnis Engineering and a local developer to dedicate an additional 10-feet of right away along Kunze Road.

Commissioner Wenholz motioned to approve right-of-way dedication of Kunze Ln section as presented. Commissioner Peterson seconded. Vote: Unanimous approval.

Liability Insurance Deductible Proposal for Fiscal Year 2026-27

Kevin Ince, Finance Director; Michelle Kestler, Finance Manager

The Finance Department has been looking for opportunities to manage and lower overhead costs of the County. Michelle Kestler, Finance Manager, found the general and auto liability aggregate of \$20,000 and such a low deductible exceeds need. The conclusion after reviewing multiple plans was that going to \$50,000 would save the County between \$80,000-110,000 annually.

Commissioner Peterson motioned to approve the transition to a \$50,000 per-occurrence liability deductible for the County's insurance program beginning FY27 policy year and authorize the Finance Department to continue pursuing insurance related cost-saving measures. Commissioner Wenholz seconded. Vote: Unanimous approval.

Morrow County Public Transit Discretionary Grant Request

Pat Keeley, Transit Supervisor

Oregon Department of Transportation (ODOT) has been looking to expand its greater transit initiative. Currently, there is no connection between the City of Boardman and The Dalles and Morrow County Public Transit (MCPT) is in the position to apply and perform the service if awarded the grant.

This is proposed as a pilot program to ensure sustainability, and once the program is in place, a rider could go from Ontario, Oregon to the coast via public transit while also connecting small pioneer towns to transit access.

Commissioner Wenholz motioned to approve grant application for STIF discretionary funds to support Morrow County Public Transit pilot project. Commissioner Peterson seconded. Vote: Unanimous approval.

Budget Adjustment Transfer of Appropriations

Kevin Ince, Finance Director

The proposed budget adjustment is a transfer of appropriations from the Contingency Fund to materials and services and personnel in the Fair Fund. This does exhaust the remaining contingency balance but is necessary to support operations through the end of the fiscal year.

Commissioner Peterson motioned to approve resolution R-2026-10 transferring appropriations from operating contingency and adjusting the budget as presented therein. Commissioner Wenholz seconded. Vote: Unanimous approval.

ORD-2026-06 Amendment to Ordinance MC-03-06 Morrow County Solid Waste Management Plan

Matthew Jensen, County Administrator; Justin Nelson, County Counsel

The Solid Waste Management Plan (SWMP) adopted in 2006 limits the use of solid waste fees and licenses to only be used for solid waste expenditures. Prior to adoption, funds were allocated to the General Fund and used to support other groups and this continued after the adoption of the plan.

To ensure compliance, the proposed Ordinance ORD-2026-06 amends the SWMP providing consistently between the ordinance and historic practice.

Justin Nelson, County Counsel, read the ordinance in full and then by title only.

Commissioner Peterson motioned to adopt ORD-2026-06 amending MC-03-06 and the Morrow County Solid Waste Management Plan through a full reading of the ordinance. Commissioner Wenholtz seconded. Vote: Unanimous approval.

Request for Remote Work Exception – Deputy District Attorney

Justin Nelson, District Attorney

Morrow County has been without a Deputy District Attorney (DDA) for over 1.5 years. Former DDA, Zach Williams left Morrow County to help his family in Washington but is interested in returning to work for the County in a remote/hybrid schedule. This would be considered as a one-off exception as he is a known entity and due to the length of time the position has been available.

Commissioner Peterson motioned to authorize allowing remote work for current Deputy District Attorney job posting. Commissioner Wenholtz seconded. Vote: Unanimous approval.

Compensation Board Recommendations for Fiscal Year 2026-27

Matthew Jensen, County Administrator

The elected officials Compensation Board met on April 17, 2026. The Compensation Board is recommending a broad 2.7% Cost of Living Adjustment (COLA) increase for the Commissioners, Assessor, Clerk, Justice of the Peace, and Treasurer positions. The Board also recommends an additional 2.3% increase to the Commissioners, Assessor, Clerk, Justice of the Peace, and Sheriff positions, an additional 1% for the Sheriff to prevent compression issues, and increase the District Attorney stipend by 5% to \$26,250.

Commissioner Peterson motioned to forward the Elected Officials compensation package as presented with the corrections Administrator Jensen provided to the Budget Committee. Commissioner Wenholtz seconded. Vote: Unanimous approval.

Correspondence

No correspondence

Commissioner Reports

Brief reports on Commissioner activity were provided

Recess

10:39 a.m.

Resume

10:46 a.m.

Executive Session

The Board met in Executive Session pursuant to ORS 192.660(2)(a), which allows the Commission to meet in executive session to consider the employment of a public officer, employee, staff member or individual agent.

ORS 192.660(2)(d), which allows the Commission to meet in executive session to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

ORS 192.660 (2)(g) Which allows the Board to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

ORS 192.660(2)(h), which allows the Commission to meet in executive session 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

Return to Open Session

Commissioner Peterson motioned to approve the Sheriff's Office to make an employment offer for Patrol Deputy at Grade 21, Step 11. Commissioner Wenholz seconded. Vote: Unanimous approval.

Adjourn

12:13 p.m.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

Presenter at BOC: Robin Canaday, Public Health Director

Date Submitted: May 20, 2026

Department: Public Health

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: IGA #185824 Amendment - 8

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

This is the carve out dollars for Public Health from the Rural Health Transformation Program with the hope of expanding access to rural communities. Morrow County Public Health plans to utilize these funds to expand mobile services throughout Morrow County and also partner with neighboring counties (Gilliam and Wheeler) to provide more robust alcohol, drug and tobacco prevention services to all 3 counties.

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity: Oregon Health Authority

Contractor/Entity Address: 800 NE Oregon St Suite 930, Portland, OR 97232

Effective Dates - From: 4/1/2026

Through: 10/30/2026

Total Contract Amount: \$1,851,495.46

3. FISCAL IMPACT:

\$201,249 added to Public Health funding

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

Approve funding and sign required documents

5. Reviewed By:

Robin Canaday, Public Health Director

Robin Canaday, Public Health Director

Kevin Ince, Finance Director

Justin Nelson, County Counsel/District Attorney

Matthew Jensen, County Administrator

Created/Initiated - 5/20/2026

Approved - 5/29/2026

Approved - 6/2/2026

Approved - 6/2/2026

New -

6 . ATTACHMENTS:

1. 185824-8 Final tlh
2. May 2026 Amendment Summary
3. Document Return Statement



You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Contract Administrator at the contact information found below. We accept all relay calls.

Agreement #185824

AMENDMENT TO OREGON HEALTH AUTHORITY 2025-2027 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This Eighth Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2025, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County. OHA and LPHA are each a "Party" and together the "Parties" to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Description(s) set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 as set forth in Exhibit J of the Agreement;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on **May 1, 2026**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit A "Definitions", Section 18 "Program Element" is amended to add Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
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PE82-Rural Health Transformation Program

PE82 – Rural Health Transformation Program	FF	Oregon Rural Health Transformation Program	93.798	N	Y
PE82-01 – Rural Health Transformation Program – LPHA Transformation	FF	Oregon Rural Health Transformation Program	93.798	N	Y

- b. Exhibit B Program Element #082 "Rural Health Transformation Program" is hereby added by Attachment A attached hereto and incorporated herein by this reference.
 - c. Exhibit C, Section 1 of the Agreement, entitled "Financial Assistance Award" is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 2 of Exhibit C.
 - d. Exhibit J of the Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

- 6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____
 Name: /for/ Nadia A. Davidson
 Title: Director of Finance
 Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____
 Printed Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2025, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Rolonda Widenmeyer (or designee)
 Title: Program Support Manager
 Date: _____

Attachment A
Program Element Description(s)

Program Element #082 Rural Health Transformation Program

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

- 1. Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below and by the Rural Health Transformation Program (RHTP) Centers for Medicare & Medicaid Services (CMS) standard grant and cooperative agreement terms and conditions (located at: <https://www.cms.gov/files/document/standard-terms-conditions-fy26-12-14-2025.pdf>), to deliver Rural Health Transformation Program: Healthy Communities & Prevention Initiative.

The Healthy Communities & Prevention Initiative focuses on bolstering Rural health systems by expanding access to integrated primary care and social health services that promote prevention, healthy nutrition, care coordination, and care management, especially for individuals with complex health statuses. Investments made under this initiative promote whole person health across all facets of life, from prenatal and infancy to end-of-life care. This initiative has three aims:

- a. Demonstrate strategies to ensure Rural Oregonians can easily and affordably access necessary services, including for behavioral health, maternal and child health, oral health, long-term care, and emergency services, in their community across a variety of settings by leveraging local partnerships and technology-driven solutions.**

This may include:

- Expanding home visiting programs to Rural communities,
- Establishing or expanding projects that close service gaps for people living with mental health conditions,
- Expanding access to services and supports for people living with or at risk for cognitive impairment,
- Conducting activities that increase access to comprehensive oral health services for patients across Oregon through innovative solutions including mobile dental clinics and tele-dentistry, and
- Expanding and ensuring access to critical access pharmacies via expanded services such as pharmacy lockers, Telepharmacy, including pharmacy preparedness for emergencies and other technologies.

b. Implement strategies to increase social health services, navigation and outreach capabilities, non-traditional care teams, and population health infrastructure.

This may include investments in locally developed groups or efforts to:

- Identify and connect individuals needing social supports (including but not limited to food, housing, and transportation) to resources to maintain their overall health,
- Increase access to health services in school settings,
- Expand community-based prevention and health promotion initiatives, including those addressing physical activity, nutrition, the built environment, sleep, stress, and social connectedness, and
- Launch new or expand mobile care offerings (including but not limited to oral, perinatal, behavioral health, and/or optometry services.).

c. Implement strategies to advance innovative, community-driven solutions that provide choice and tools to support personal health care management.

This may include expansion of telehealth and digital health tools, including Remote Patient Monitoring (RPM), expanding resources and supports for caregivers, and expanding self-management education programs to help Rural patients with chronic conditions. These programs include but are not limited to:

- [Heart Healthy Ambassador Program](https://pmc.ncbi.nlm.nih.gov/articles/PMC11414079/) (<https://pmc.ncbi.nlm.nih.gov/articles/PMC11414079/>),
- [Chronic Disease Self-Management Program](https://www.ruralhealthinfo.org/toolkits/chronic-disease/2/self-management) (<https://www.ruralhealthinfo.org/toolkits/chronic-disease/2/self-management>), and
- [Walk With Ease](https://www.arthritis.org/health-wellness/healthy-living/physical-activity/walking/walk-with-ease/wwe-about-the-program) (<https://www.arthritis.org/health-wellness/healthy-living/physical-activity/walking/walk-with-ease/wwe-about-the-program>).

This Program Element and all changes to this Program Element are effective the first day of the month noted in the Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of the Exhibit C of the Financial Assistance Award.

2. Definitions Specific to this Program Element.

- a. “Community Lead”** means an organization designated by the Authority to provide community coordination and quality assurance services in accordance with OAR 333-006-0050 for the newborn nurse home visiting program in a specified community.
- b. “Frontier” or “Remote”** means any county with six or fewer people per square mile.

- c. **“Newborn Nurse Home Visiting Provider” (NNHVP) or “Certified Provider”** means an organization certified by the Authority to provide newborn nurse home visits in accordance with OAR 333-006-0070 and OAR 333-006-0120.
- d. **“Remote Patient Monitoring”** means a type of telehealth in which healthcare providers monitor patients outside the traditional care setting using digital medical devices, such as weight scales, blood pressure monitors, pulse oximeters, and blood glucose meters. The data collected from these devices are then electronically transferred to providers for care management. Automated feedback and workflows can be built into data collection, and out-of-range values or concerning readings can be flagged.
- e. **“Rural”** means any geographic areas in Oregon ten or more miles from the center of a population center of 40,000 people or more.
- f. **“Telepharmacy”** means a form of pharmaceutical care in which pharmacists and patients are not in the same place and can interact using information and communication technology (ICT) facilities. Telepharmacy has been adopted to provide pharmaceutical services to underserved areas and to address the problem of pharmacist shortage.
- g. **“Self-Management and Education (SME) Programs”** means programs that help people who have ongoing health conditions learn how to live life to the fullest. For many people, this means lives with less stress, more energy, and a greater ability to do the things they want to do. SME Programs are clinically proven to reduce symptoms and improve quality of life.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at: https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health	Environmental health	Access to clinical preventive services	Leadership and	Health equity and cultural	Community Partnership	Assessment and	Policy & Planning	Communicatio	Emergency Preparedness

			Population Health	Direct services							
<p>Asterisk (*) = Primary foundational program that aligns with each component</p> <p>X = Other applicable foundational programs</p>					<p>X = Foundational capabilities that align with each component</p>						
<p>Ensure community access to home visiting services for all families with newborns, pregnant people and young children needing additional supports, and children with complex health needs.</p>	X		*	X	X	X	X		X	X	
<p>Convene local and statewide partners and organizations to cultivate leadership and vision for prevention and health promotion policies, programs and strategies in Rural areas of the jurisdiction</p>	X		X			X	*		X	X	
<p>In collaboration with community partners, identify barriers to health care access and gaps in services and implement strategics to address these gaps and barriers to care</p>			*			X		X	X	X	
<p>Coordinate and/or implement multifaceted prevention and health promotion policies, programs and strategies across the lifespan to mitigate or enhance the health impact of social determinants, improve health equity (3) and address specific health topics that contribute to chronic diseases.</p>	*		X	X		X			X		
<p>Implement community health worker models to support</p>	*		X	X		X	X				

navigation to community health and social resources.												
Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to all families with newborns		*		*		X	X	X		X	X	
Identify barriers to access and gaps in services to all families with newborns		X		*			X	X	X	X	X	
Develop and implement strategic plans to address these gaps and barriers to access to all families with newborns		X		*			X	X	X	X	X	
Ensure community access to home visiting services for all families with newborns		X		*		X	X	X		X	X	
Identify barriers to access and gaps in services to all families with newborns		X		*			X	X	X	X	X	

- b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

- c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

- a. Direct funding and activities to Rural and Frontier areas. Any activities and spending in urban areas must clearly demonstrate benefit to Rural populations in the jurisdiction.

- b.** Submit local program plan and local program budget to OHA for approval on templates and timeline as prescribed by OHA and that meets federal Centers for Medicaid and Medicare Services requirements. Once approved the local program plan and local program budget are incorporated herein by this reference.
- c.** Engage in activities as described in its local program plan and budget.
- d.** Implement projects within the following funding categories.
 - (1)** Perinatal Care Coordination
 - (2)** Nurse home visiting programs
 - (3)** Mobile health programs
 - (4)** Chronic disease self-management programs
 - (5)** School-based prevention programs
 - (6)** Treatment and recovery programs
 - (7)** Nutrition programs
 - (8)** Lead testing programs
 - (9)** Developing or expanding behavioral health clinic partnerships and coordination
 - (10)** If needed to be responsive to a specific previously identified local community need, LPHAs may propose a project or activity not listed above. LPHA must demonstrate alignment with a current community health improvement plan priority and with Healthy Communities and Prevention Outcome 4 (new health care and social health services).
- e.** Implement strategies and activities in accordance with this Program Element. Strategies and activities in the local program plan must support one of the three aims outlined in Section 1 and must align with at least one of the following:
 - (1)** Ensure community access to home visiting services for all families with newborns, pregnant people and young children needing additional supports, and children with complex health needs.
 - (2)** Convene local and statewide partners and organizations to cultivate leadership and vision for prevention and health promotion policies, programs and strategies in Rural areas of the jurisdiction.
 - (3)** In collaboration with community partners, identify barriers to health care access and gaps in services and implement innovative strategies to address these gaps and barriers to care.

- (4) Coordinate and/or implement multifaceted prevention and health promotion policies, programs and strategies across the lifespan to mitigate or enhance the health impact of social determinants, improve health equity, and address specific health topics that contribute to chronic diseases.
 - (5) Implement community health worker models to support navigation to community health and social resources.
- f. Implement activities designed to support progress for Outcome 4 in Section 7 of this Program Element. In addition, LPHA may choose to implement activities that also support progress for one other outcome measure in Section 7.
 - g. Support new access points and expansion of services to Rural communities and not use funding to replace or duplicate existing funding sources. Funds may only be applied to the costs associated with new populations, new activities, new program milestones, etc. when used to expand an existing pilot program or initiative, or to develop new programs with existing partners.
 - h. Use funds for activities that are not currently reimbursable by Medicaid or other payor.
 - i. **Requirements for sites selected to implement Family Connects Oregon (FCO) program:**
 - (1) **General Requirements for Community Lead and Newborn Nurse Home Visiting Grantees**

LPHA must:

 - (a) Use funds for this Program Element in accordance with its local program budget. Modifications to the local program budget may only be made with OHA written approval.
 - (b) Attend a monthly planning and coordination meeting with OHA's Family and Child Health staff.
 - (c) Funding Limitations: Funds awarded under this Program Element and listed in the Exhibit C, Financial Assistance Award are limited to expenditures for Family Connects Oregon Community Lead activities and Newborn Nurse Home Visiting Provider activities.
 - (2) **Designated Community Lead, or authorized by OHA to perform Community Lead Activities**

LPHA must:

 - (a) Maintain staffing required by the program which includes the Family Connects Oregon Community Alignment Specialist and Program Administrator roles.

- (b) Ensure a subcontract and/or Memorandum of Understanding is in place if Family Connects Program is implemented through a cross-county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.
- (c) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Family and Child Health Section.
- (d) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

(3) Designated Newborn Nurse Home Visiting Provider Activities

LPHA must:

- (a) Maintain staffing required by the program which includes but is not limited to Family Connects Oregon Nursing Supervisor or Family Connects Nursing Lead, Nurse Home Visitor(s), and Program Support Specialist roles.
- (b) Ensure a subcontract and/or Memorandum of Understanding (MOU) is in place if Family Connects Program is implemented through a cross-county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.
- (c) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Family and Child Health Section.
- (d) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.
- (e) All nurses working in the Family Connects Oregon program must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

(4) Designated Newborn Nurse Home Visiting Provider Billing Activities

LPHA must:

- (a) As a provider of Medicaid services, the Newborn Nurse Home Visiting Provider must comply with Medical and Targeted Case Management billing policy and codes in OAR 410-130-0605.

5. **General Expense Reporting.** LPHA must submit quarterly and annual expense reports on reporting template and timeline prescribed by OHA that meets federal Centers for Medicaid and Medicare Services requirements. A separate report must be filed for each applicable Program Element and any sub-element. Note, reporting requirements may change to meet OHA oversight and CMS reporting requirements.
6. **Program Reporting Requirements.**
- Submit local program plan progress reports using the timeline and format prescribed by OHA that meets federal Centers for Medicaid and Medicare Services requirements.
 - Reports must include number of people served and achievements on stated outcomes, metrics, and milestones. Tentative reporting timelines are listed below. A final schedule will be posted online here: <https://www.oregon.gov/oha/ph/providerpartnerresources/localhealthdepartmentresources/pages/index.aspx> and sent out to LPHAs when revised.

Tentative Reporting Timelines		
Report Type	CMS Reporting Period	Report Due Date
Budget Period 1 Reporting Schedule <i>Spending period: 12/31/25 - 9/30/2027</i>		
Annual Report	12/31/2025 - 7/31/2026 (May be updated depending on date of agreement execution)	7/31/2026 (May be updated depending on date of agreement execution)
Budget Period 2 Reporting Schedule <i>Spending period: 10/31/26 - 9/30/2028</i>		
Quarterly Report	8/1/2026 - 10/29/2026	10/29/2026
Quarterly Report	10/30/2026 - 2/1/2027	2/1/2027
Quarterly Report	2/2/2027 - 4/30/2027	4/30/2027
Annual Report	8/1/2026 - 7/31/2027	7/31/2027

c. **Requirements for LPHAs implementing Family Connects Oregon:**

LPHA must provide progress reports to OHA in a format designated by OHA that include the following:

- Community Lead Report:** If the LPHA is the Community Lead, submit reports using the Community Lead Report on a schedule determined by OHA. The report includes information on the Family Connects program population reach, staffing, and community alignment activities. OHA will provide the LPHA the report template.
- Program Sustainability Report (PSR):** If the LPHA is the Community Lead or the Newborn Nurse Home Visiting Provider, submit a PSR in a format and on a schedule determined by OHA. The purpose of the PSR is to support

Family Connects program sustainability. The report includes information on a site's projected and actual program funding and expenditures including for this Program Element, as well as program revenue. If the Community Lead and Newborn Nurse Home Visiting Provider are different LPHA organizations, the two will receive one PSR from OHA and are required to coordinate and submit one PSR only.

- (3) Data Collection and Reporting:** LPHA must ensure that data on individuals who receive Family Connects Oregon services are collected and entered into the state-designated data system in a timely manner that is aligned with expectations defined by the program and within no more than 30 business days of visiting the client and 45 days of case closure (information shall be obtained from Community Leads and NNHVP).

7. Performance Measures.

- a. LPHA must operate the Rural Health Transformation Program: Healthy Communities & Prevention Initiative in a manner designed to make progress toward achieving Outcome 4 of the Rural Health Transformation Program Outcomes based on the strategies and activities LPHA is implementing from section 4d. In addition, LPHA may select one additional outcome from the list below when implementing strategies and actions from section 4d. LPHAs selected to implement strategies and actions in section 4.i., must also operate in a manner that supports progress toward Outcome 1.
- (1)** Outcome 1: Universal access to home visiting services
 - (2)** Outcome 2: Increase availability of mental health and substance use disorder treatment
 - (3)** Outcome 3: Increase patient engagement with new preventive health and/or self-management programs
 - (4)** Outcome 4: Increase Rural populations served by new health care and social health services (i.e., health services)
 - (5)** Outcome 5: Expanded access to health care services, including chronic disease management, through increased availability of telehealth

Attachment B
Exhibit C - Financial Assistance Award

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328	2) Issue Date Friday, May 1, 2026	This Action Amendment
	3) Award Period From July 1, 2025 through June 30, 2026	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$18,453.00	\$0.00	\$18,453.00
PE01-07	ELC ED Contact Tracing	\$115,562.11	\$0.00	\$115,562.11
PE01-09	COVID-19 Active Monitoring - ELC	\$408,095.53	\$0.00	\$408,095.53
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$67,366.00	\$0.00	\$67,366.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$8,250.00	\$0.00	\$8,250.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$61,250.00	\$0.00	\$61,250.00
PE36-01	OSPTR Board Primary Prevention Funding	\$18,543.00	\$0.00	\$18,543.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$5,461.00	\$0.00	\$5,461.00
PE42-04	MCAH Babies First! General Funds	\$6,071.00	\$0.00	\$6,071.00
PE42-11	MCAH Title V	\$18,533.00	\$0.00	\$18,533.00
PE42-12	MCAH Oregon Mothers Care Title V	\$3,185.00	\$0.00	\$3,185.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$10,574.00	\$0.00	\$10,574.00
PE44-01	SBHC Base	\$65,000.00	\$0.00	\$65,000.00
PE44-02	SBHC - Mental Health Expansion	\$87,500.00	\$0.00	\$87,500.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE46-05	RH Community Participation & Assurance of Access	\$14,386.00	\$0.00	\$14,386.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$330,136.00	\$0.00	\$330,136.00
PE51-05	CDC PH Infrastructure Funding	\$128,572.00	\$0.00	\$128,572.00
PE75	Lower Umatilla Basin Ground Water Management Area Services	\$234,525.00	\$0.00	\$234,525.00
PE81-01	HIV/STI Statewide Services (HSSS) Federal Funds	\$8,082.00	\$0.00	\$8,082.00
PE81-02	HIV/STI Statewide Services (HSSS) Program Income	\$39,184.00	\$0.00	\$39,184.00
PE82-01	Rural Health Transformation Program - LPHA Transformation	\$0.00	\$201,249.00	\$201,249.00
		\$1,650,246.46	\$201,249.00	\$1,851,495.46

5) Foot Notes:	
PE01-01	07/2025: funding available 7/1/25-9/30/25 only.
PE01-01	10/2025: Prior footnote dated 07/2025 null and void.
PE03	01/2026: Effective 7/1/2025, funds are not accounted for in Section 4, "OHA Public Health Funds Approved", above, invoices are paid outside of the Current Award Balance.
PE42-11	07/2025: Indirect rate caps at 10%.
PE42-12	07/2025: Indirect rate caps at 10%.
PE82-01	5/1/2026: Funds available 4/1/26-6/30/26 only. Indirect rate caps at 10%. Disbursement for this PE will be by budget period and as follows: 50% payment upon budget approval after execution and two 25% payments at dates determined by OHA, unless OHA approves a different payment structure as part of the budget approval process.

6) Comments:	
PE01-07	10/2025: Rollover unspent SFY25 funds of \$115,562.11
PE01-09	10/2025: Rollover unspent SFY25 funds of \$408,095.53
PE12-01	01/2026: \$450 available for training 4/1/26-5/31/26 only
PE36-01	07/2025: This funding supersedes funding from KT#154978-4.
PE51-05	09/2025: Rollover unspent SFY25 funds of \$128,572.00.
PE81-01	07/2025: \$7,409 available 7/1/25-5/31/26 only; \$673 available 6/1/26-6/30/26 only

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment C

Exhibit J - Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE82-01 Rural Health Transformation Program - LPHA Transformation

Federal Award Identification Number:	RHTCMS332071
Federal Award Date:	02/17/26
Budget Performance Period:	12/29/25-10/30/26
Awarding Agency:	DHHS/CMMS
CFDA Number:	93.798
CFDA Name:	Rural Health Transformation Program
Total Federal Award:	\$197,271,577.67
Project Description:	Oregon Rural Health Transformation Program
Awarding Official:	Michelle Brown
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$201,249.00	\$201,249.00

**INTERGOVERNMENTAL AGREEMENTS FOR
FINANCING PUBLIC HEALTH SERVICES**

2025-2027

May 2026 Amendment Summary

Requests to amend the 2025-2027 (SFY26 and SFY27) Intergovernmental Agreements (IGA) for Financing Public Health Services were submitted to the Office of Contracts and Procurement. Program specific information is listed below.

SFY26:

PE82-01: Rural Health Transformation Program - LPHA Transformation

SFY26 award funds available 4/1/26-6/30/26 only, for the following grantees:

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

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: _____ , hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____ ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

Presenter at BOC: Matthew Jensen, County Administrator,
Justin Nelson, County Counsel/District Attorney

Date Submitted: May 29, 2026

Department: District Attorney

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item:

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

This is the State of Oregon funding agreement for funding of the Morrow County Courthouse. The State requires this agreement be approved and in place before reimbursement of expenses can occur.

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

Reimbursement for Costs

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

Motion to approve Morrow County Courthouse Master Funding Agreement and Agreement for Phase 1

5. Reviewed By:

Justin Nelson, County Counsel/District Attorney

Created/Initiated - 5/29/2026

Justin Nelson, County Counsel/District Attorney

Approved - 5/29/2026

Kevin Ince, Finance Director

New -

Justin Nelson, County Counsel/District Attorney

Matthew Jensen, County Administrator

6. ATTACHMENTS:

1. Morrow Courthouse MFA_FINAL_05.26.2026-v2
2. Morrow Courthouse Phase 1_FINAL_05.26.2026

**MORROW COUNTY COURTHOUSE
MASTER FUNDING AGREEMENT**

THIS MORROW COUNTY COURTHOUSE MASTER FUNDING AGREEMENT (this “Agreement”) is by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Morrow County, Oregon (“County”).

Project Summary and Contact Information

Project Title: Morrow County Courthouse

County: Morrow County

Estimated Project Completion Date: December 31, 2027

Anticipated State Funds: Phase I: \$ 2,000,000.00 – Article XI-Q bonds
Phase II: \$ 13,075,000.00 – Article XI-Q bonds

County Contact: Matthew Jensen, County Administrator
Morrow County
Phone: (541) 676-2529
Email: mjensen@co.morrow.or.us
Address: Bartholomew Building, Room 201
110 N. Court St.
Heppner, OR 97836

DAS Contact: Rhonda Nelson, Capital Finance Manager
Phone: (971) 719-1998
Email: Rhonda.Nelson@das.oregon.gov
Address: 155 Cottage Street NE
Salem, OR 97301

OJD Contact: David T. Moon, Director
Business and Fiscal Services Division
Phone: (503) 986-5150
Email: David.T.Moon@ojd.state.or.us
Address: 1133 Chemeketa Street
Salem, OR 97301

Presiding Judge: The Honorable Judge Eva J. Temple
Phone: 541-667-3031
Email: Eva.J.Temple@ojd.state.or.us
Address: 915 SE Columbia Drive
Hermiston, OR 97838

Trial Court Administrator: Irma Solis
 Phone: (541) 278-0341 ext. 3224
 Email: irma.solis@ojd.state.or.us
 Address: 216 SE Fourth Street
 Pendleton, OR 97801

State Project Monitor: Nick Larson, Construction Project Monitor
 Oregon Judicial Department
 Phone: (503) 986-5429
 Email: Nicholas.C.Larson@state.or.us
 Address: 1133 Chemeketa Street
 Salem, OR 97301

Colocation Agency: OREGON PUBLIC DEFENSE COMMISSION

Colocation Contact: Ralph Amador, Finance Manager
 Oregon Public Defense Commission
 Phone: (503) 378-2750
 Email: Ralph.H.Amador@opds.state.or.us
 Address: 198 Commercial Street SE, Suite # 205
 Salem, OR 97301

Terms and Conditions

1. Effective Date and Term. This Agreement is effective as of the last date all required signatures and approvals were obtained (“Effective Date”). The term of this Agreement shall be from the Effective Date through the date the parties fulfill their obligations under the Funding Agreement, be it this Agreement or any Phase Funding Agreement, unless it is sooner terminated pursuant to the provisions of this Agreement.

2. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, less all Exhibits; and attached **Exhibit A** (Project Parcel Identification); **Exhibit F** (Rider to Courthouse Design Criteria); **Exhibit C** (Courthouse Design Criteria); **Exhibit B** (Initial Plans); **Exhibit D** (Form of Disbursement Request); and **Exhibit E** (Form of OJD Space Intergovernmental Agreement) . The foregoing Exhibits are incorporated herein by this reference.

3. Definitions: General. Capitalized terms used in this Agreement shall have the meanings defined for such terms in this Section 3, unless the context clearly requires otherwise.

(a) “Act” means Article XI-Q of the Oregon Constitution; ORS 286A.816 to 286A.826; ORS 1.181 to ORS 1.184; Or. Laws 2014, ch. 121; Or. Laws 2015, ch. 685; Or. Laws 2016, ch. 118; Or. Laws 2021, ch. 658; Or. Laws 2021, ch. 669; Or. Laws 2022, ch. 111; Or. Laws 2022, ch. 110; Or. Laws 2023, ch. 596; Or. Laws 2023, ch. 605; Or. Laws 2024, ch. 104; Or. Laws 2024, ch. 114; Oregon Laws 2025, chapter 630, as they may be updated from time to time; and any other subsequent laws enacted by the Oregon Legislative Assembly that provide funding for, or relate to, the Project.

(b) “Approved Amount” means the State’s Proportionate Share of any amount set forth in a Disbursement Request that the State Project Monitor determines represents Authorized Costs, pursuant to Section 10 below.

- (c) “Authorized Costs” means the County’s actual, reasonable and necessary capital costs directly used for the Phase Work, as set forth more completely in Section 10 below and in any Phase Funding Agreement.
- (d) “Authorized State Costs” means for a specific Phase of the Project, 50% of all Approved Amounts, subject to the not-to-exceed amount of the State Funds.
- (e) “Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding federal or State of Oregon holidays and business closure days.
- (f) “Calendar Days” means contiguous days.
- (g) “Chief Justice” means the Chief Justice of the Oregon Supreme Court.
- (h) “Code” means the Internal Revenue Code of 1986, as amended.
- (i) “Colocation Agency” means the Oregon Public Defense Commission, an agency of the State of Oregon.
- (j) “Colocation Contact” means the Colocation Agency employee named in the Project Summary and Contact Information above.
- (k) “Colocation Space IGA” means the long-term intergovernmental agreement for the Colocation Premises that the Colocation Agency and the County anticipate entering into pursuant to a Phase Funding Agreement, if any, for Phase II.
- (l) “Colocation Premises” means that certain portion of the Project, as generally described in the Initial Plans and shown in the Final Plans, that will be occupied by the Colocation Agency and the subject of the Colocation Space IGA.
- (m) “Courthouse Common Areas” means the areas of the Project, as generally described in the Initial Plans and shown in the Final Plans, that will be available for common use by the Project Occupants.
- (n) “County Default” means any of the occurrences set forth in Section 23 below.
- (o) “Courthouse Design Criteria” means the criteria adopted by the Oregon Legislative Interim Committee on Court Facilities on December 17, 2007, and attached as **Exhibit C**.
- (p) “Defeasance Costs” means the amount sufficient to defease the then-outstanding State Bonds and any costs necessary for such defeasance, plus any principal and interest payments the State has made or will make before the State Bonds are defeased.
- (q) “Disbursement Request” means a request by the County for credit to the County Contribution and disbursement of State Funds, substantially in the form of **Exhibit D**.
- (r) “Encumbrance” means any and all claims against a property by a party that is not the owner, which may impact the transferability of the property or restrict its free use until the encumbrance is lifted. An encumbrance may include, but is not limited to, mortgages, easements, encroachments, deed restrictions, licenses, and property tax liens.
- (s) “Estimated Project Completion Date” means **December 31, 2027**.
- (t) “Existing Courthouse” means the building located at 100 S. Court Street, Heppner, OR 97836, in which the Morrow County Circuit Court is located as of the Effective Date.
- (u) “Final Plans” means the complete construction documents (final, complete plans and specifications) for the Project anticipated to be developed as part of the Phase Work pursuant to a Phase Funding Agreement, if any, for Phase I. The Final Plans must be consistent with the minimum Courthouse Design Criteria (**Exhibit C**) as modified by the Rider to Courthouse Design Criteria (**Exhibit F**) as well as the approved Initial Plans.
- (v) “Fund” means the Oregon Courthouse Capital Construction and Improvement Fund, commonly referred to as the “OCCCIF”.
- (w) “Funding Agreement” means collectively this Agreement and any Phase Funding Agreements memorializing the parties’ obligations and understandings regarding the Project.
- (x) “General Funds” means any funds appropriated by the Oregon Legislative Assembly excluding State Bonds.

- (y) “Initial Planning Costs” means costs for an architect/engineer’s feasibility study for the Project Parcel, the evaluation of space needs for the Project, building and land use permits for the Project Parcel, and the system development charges for the Project Parcel.
- (z) “Initial Plans” means the plans for the Project as of the Effective Date, as described in **Exhibit B**. The Initial Plans shall be consistent with the minimum Courthouse Design Criteria (**Exhibit C**) as modified by the Rider to Courthouse Design Criteria (**Exhibit F**).
- (aa) “Mediator” means the individual chosen by the parties to mediate a dispute between them pursuant to Section 7(e) below.
- (bb) “Misspent Funds” means any Project Financing spent by the County for any purpose other than paying for Authorized Costs, or otherwise in violation of this Agreement.
- (cc) “OJD Premises” means that certain portion of the Project, as generally described in the Initial Plans and shown in the in the Final Plans, which will be occupied by OJD and the subject of the OJD Space IGA.
- (dd) “OJD Space IGA” means the long-term intergovernmental agreement for the OJD Premises that OJD and the County anticipate entering into pursuant to a Phase Funding Agreement, if any, for Phase II.
- (ee) “Phase” means Phase I or Phase II, as the context so requires.
- (ff) “Phase I” means the planning period and design for the Project.
- (gg) “Phase II” means the means the construction period for the Project.
- (hh) “Phase Funding Agreement” means any agreement the parties may enter into under this Agreement, in order to memorialize their obligations and understandings regarding any specific Phase of the Project.
- (ii) “Phase I Funding Agreement” means the agreement the parties may enter contemporaneously with or after this Agreement for Phase I of the Project. This Agreement details certain obligations and understandings that must be included in the Phase I Funding Agreement and the terms of the Phase I Funding Agreement may not conflict with this Agreement.
- (jj) “Phase II Funding Agreement” means the agreement the parties may enter after this Agreement for Phase II of the Project. This Agreement details certain obligations and understandings that must be included in the Phase II Funding Agreement and the terms of the Phase II Funding Agreement may not conflict with this Agreement.
- (kk) “Presiding Judge” means the Presiding Judge for the Morrow County Circuit Court. The current Presiding Judge is named in the Project Summary and Contact Information above.
- (ll) “Project” means the Morrow County Courthouse and the approved related site improvements to be constructed on the Project Parcel, in Morrow County, Oregon, pursuant to the Funding Agreement, the Act, and as more particularly described in the Project Application and in the Initial Plans and Final Plans.
- (mm) “Project Application” means that certain application for monies from the Fund to be used for the Project, submitted by the County to the Chief Justice on April 2, 2025.
- (nn) “Project Budget” means the budget for the construction of the Project, as developed by the County and approved by the State pursuant to the Funding Agreement.
- (oo) “Project Financing” means the total of the State Funds and the County Contribution.
- (pp) “Project Occupants” means the County, OJD and the Colocation Agency and their respective employees, agents, tenants, contractors, guests and invitees.
- (qq) “Project Parcel” means that certain real property consisting of approximately 2 acres near the County Fairgrounds with the anticipated address of 640 NE Courthouse Way in Heppner, OR, as shown on **Exhibit A**, and any improvements constructed thereon pursuant to this Agreement.
- (rr) “Project Plans and Specifications” means design development documents for the Project, as developed by the County and approved by the State pursuant to the Funding Agreement.
- (ss) “Project Schedule” means the schedule for the construction of the Project, as developed by the

County and approved by the State pursuant to the Funding Agreement.

(tt) “Project Work” means all work associated with the Project, for any Phase.

(uu) “Real Property Termination Interest” means an interest in the Project and the Project Parcel, or in other real property owned by the County and any improvements thereon, that the State may accept from the County in lieu of Defeasance Costs pursuant to Section 27(b) below.

(vv) “Rider to Courthouse Design Criteria” or “Rider” means **Exhibit F** to this Agreement, which modifies the Courthouse Design Criteria (**Exhibit C**).

(ww) “State Bonds” means any Oregon Constitution Article XI-Q general obligation bonds issued by the State for the Project, and any bonds or other obligations issued by the State to refinance the State Bonds.

(xx) “State Default” means any of the occurrences set forth in Section 25(a) below.

(yy) “State Premises” means the Colocation Premises and the OJD Premises.

(zz) “State Project Monitor” means the individual named in the Project Summary and Contact Information above, an employee of OJD who will monitor and review the County’s Project Work and compliance with the Funding Agreement as set forth herein.

(aaa) “State Space IGAs” means the Colocation Space IGA and the OJD Space IGA.

(bbb) “Trial Court Administrator” means the OJD employee named in the Project Summary and Contact Information above.

(ccc) “Unspent Funds” means any amounts of the Project Financing that the County fails to spend during a specific Phase.

4. Definitions: Phase-Specific. The following capitalized terms used in this Agreement shall have Phase-specific meanings, to be set forth in any Phase Funding Agreement.

(a) “Benchmarks” means specific deliverables for a specific Phase relating to that Phase Work.

(b) “County Contribution” means the minimum monetary contribution provided or to be provided by the County for Authorized State Costs for the Project, as specified or will be specified in any Phase Funding Agreement.

(c) “Phase Completion Date” means the date the parties anticipate that a specific Phase will be completed.

(d) “Phase Work” means the Project Work associated with a specific Phase.

(e) “State Funds” means the not-to-exceed monetary contribution provided or to be provided by the State for Authorized State Costs for the Project, as specified or will be specified in any Phase Funding Agreement.

(f) “State’s Proportionate Share” means the portion of the Authorized Costs that are eligible for payment by State Funds, which is the percentage of the Authorized Costs, determined by dividing the combined square footage of the State Premises and Courthouse Common Areas by the total square footage of the Project’s County Courthouse and multiplying by 100. Notwithstanding the prior sentence, the State’s Proportionate Share for the Authorized Costs for Initial Planning Costs will be 100%.

5. Background.

(a) Pursuant to ORS 1.185 and 1.187, OJD operates the State of Oregon’s circuit courts, and the counties in the State of Oregon provide courthouse facilities for the circuit courts.

(b) The Oregon Legislative Assembly, through the Act, has authorized the sale of Article XI-Q bonds to finance costs related to the acquisition of land for and construction of courthouses if:

(i) the Chief Justice determines significant structural defects of a courthouse threaten human health and safety, the construction of a new building is more cost-effective than remodeling or

repairing the courthouse, and the replacement of the Existing Courthouse creates an opportunity for the colocation of other state offices in the courthouse; and

(ii) DAS approves the courthouse construction project for which the Article XI-Q bonds will be sold.

(c) The Act also established the Fund, to hold monies to be used for courthouse construction projects.

(d) On April 2, 2025, the County submitted the Project Application, which set forth the County's need for the Project and basic Project information.

(e) On February 10, 2026, the County submitted the requested supplemental information for its Project Application to OJD.

(f) The parties anticipate that the Project will be developed, funded, and constructed in two Phases: Phase I (the Planning and Design Phase) and Phase II (Construction Phase).

(g) The State anticipates contributing the State Funds as a portion of the consideration for the long-term interest in the State Premises that the County will grant and convey to OJD and the Colocation Agency pursuant to the contemplated State Space IGAs.

(h) The parties anticipate that the Project will be constructed on the Project Parcel and will be designed and constructed in accordance with the Initial Plans, the Final Plans, and the Courthouse Design Criteria (**Exhibit C**) as modified by the Rider to Courthouse Design Criteria (**Exhibit F**), except as specifically agreed by the parties in writing.

(i) The parties anticipate that the State Funds for the Phases will be as follows:

	Phase I	Phase II
Amount	\$ 2,000,000.00	\$13,075,000.00
Funding Source	Article XI-Q Bonds	Article XI-Q Bonds
Estimated Availability	Spring 2025	Spring 2025 - Spring 2027

(j) The parties understand that a condition precedent to the State's obligation to contribute any State Funds to the Project and the County's obligation to make a County Contribution to the Project is the execution of a Phase Funding Agreement by the parties and the unqualified approval by the Chief Justice and DAS of the Project Application as modified and supported by supplemental information submitted by the County to OJD.

(k) The parties expect to execute the State Space IGAs during Phase II, if they enter into a Phase Funding Agreement for Phase II.

(l) The parties estimate that, if they enter into Phase Funding Agreements for Phase I and Phase II, the Project will be fully constructed on or before the Estimated Project Completion Date.

(m) In the event State Funds for any Phase derive from General Funds rather than from State Bonds, certain provisions set forth below in this Agreement may not apply to those State Funds. In such event, the respective Phase Funding Agreement will set forth any particular provisions relating to such State Funds derived from General Funds.

6. Representations, Warranties and Covenants of the State and County.

(a) The State represents, warrants and covenants as follows:

This Agreement has been duly authorized by the State and, subject to other terms and provisions contained in this Agreement, constitutes a valid and binding agreement of the State that is enforceable against the State in accordance with its terms.

(b) The County represents, warrants and covenants as follows:

(i) This Agreement has been duly authorized by the County and constitutes a valid and binding agreement of the County that is enforceable against the County in accordance with its terms.

(ii) As of the Effective Date, no litigation or claims (environmental or otherwise) are presently pending against the County regarding the Project Parcel or the development, construction or use of the Project. The County shall promptly provide OJD with notice of any litigation or claims (environmental or otherwise) filed during the term of this Agreement against the County regarding the Project or the Project Parcel.

(iii) The County's current employees are not eligible for, and the County has not hired, contracted with or made any award to any of its current employees for, any work or materials directly connected to the Project. During the term of this Agreement, the County's then-current employees shall not be eligible for, and the County shall not hire, contract with or make any award to any of its then-current employees for, any work or materials that are directly connected to the Project. Notwithstanding the foregoing, the parties may identify in any Phase Funding Agreement an individual employed by the County who may be eligible for any work or materials directly connected to the Project. The conditions under which the County may claim any work or materials directly connected to the Project by such an employee of the County as an Authorized Cost shall be set forth in the applicable Phase Funding Agreement.

(iv) The County acknowledges that the State will have no obligation to contribute any State Funds to the Project except as specifically set forth in a Phase Funding Agreement.

(v) The County is not on the Bureau of Labor & Industries' ("BOLI") current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

7. Collaboration and Cooperation between Parties; Meetings and Documents; Resolution of Disputes

(a) **Generally.** All matters related to the Project will be subject to good-faith collaboration between the parties and, with regard to the Colocation Premises, the Colocation Agency. The parties shall use their best efforts to cooperate with each other and the Colocation Agency in order to accomplish the timely completion of the Project Work. All matters related to the Project which may affect OJD or the Colocation Agency's operations or State Premises, including but not limited to the Project Budget, Project Schedule, and the Initial Plans, and the Final Plans shall be subject to OJD approval, which shall not be unreasonably withheld.

(b) **Meetings and Documents.** The County shall give OJD and the Colocation Agency advance notice of, and opportunity to participate in, any and all meetings (including telephone conferences) that will involve material discussions or decisions related to the Project. If such material discussions or decisions are related to the Project Budget or other Project financing matters, County shall give DAS advance notice of, and opportunity to participate in, any and all such meetings (including telephone conferences). For the purposes of this Section 7(b), such notice to OJD shall be delivered to the Trial Court Administrator, such notice to the Colocation Agency shall be delivered to the Colocation Contact, and such notice to DAS shall be delivered to the DAS Contact, in accordance with the notice provisions of Section 35 below.

(c) **Resolutions of Disputes by the Parties.** In the event of a dispute under this Section 7, the

parties shall attempt in good faith to resolve the dispute within 15 Business Days after one party gives notice to the other party of such dispute.

(d) Resolution of Disputes by Chair of County Commissioners and Chief Justice. If the parties do not timely resolve a dispute pursuant to Section 7(c) above, then the dispute shall be submitted to the Chair of the Morrow County Board of Commissioners and the Chief Justice, or their respective designee, to be resolved within 30 Calendar Days after submission.

(e) Resolution by Mediator.

(i) If a dispute is not timely resolved pursuant to Section 7(d) above, if both parties agree to non-binding mediation, it may be heard by the Mediator, who will be chosen by the parties as follows: within 10 Business Days after the expiration of the 30-day period set forth in Section 7(d) above, the County shall deliver to the State a list of at least three independent and experienced mediators, and within 10 Business Days after such delivery, the State shall notify the County of its choice of the Mediator from said list. Notwithstanding the foregoing, if the County fails to timely deliver the list to the State, then the State's choice of a mediator shall be deemed the Mediator; and if the County does timely deliver the list to the State, and the State fails to timely respond, then the County's choice of a mediator will be deemed the Mediator.

(ii) Within 10 Calendar Days after the selection of the Mediator pursuant to Section 7(e)(i) above, both parties shall submit position statements regarding the dispute to the Mediator; and within 30 Calendar Days after submission of the position statements, the Mediator shall issue a decision regarding the dispute.

(iii) The parties shall equally share all costs and expenses of the Mediator.

(iv) Any decision by the Mediator shall be non-binding.

8. Overview of Application of State Funds. As set forth in Sections 12 and 13 below, the State's monetary contribution for a specific Phase (i.e., the State Funds) will be calculated by taking the costs approved by the State Project Monitor (i.e., the Authorized Costs) and multiplying such amount by the State's Proportionate Share to establish the Approved Amount. Then take 50% of the Approved Amount to determine the amount of Authorized State Costs, such amount not to exceed the amount of the State Funds.

9. Overview of Application of County Contribution. As set forth more fully in Sections 11 – 13 below, for any specific Phase:

(a) The County shall "deposit" the full amount of the County Contribution through the direct transfer of funds to OJD into the Fund.

(b) OJD shall "credit" to the County the full amount of the County Contribution "deposited" by the County under Section 9(a) above.

(c) For every Disbursement Request approved by the State Project Monitor, 50% of the Approved Amount shall be paid for from the County Contribution, and 50% of the Approved Amount shall be disbursed to the County from the State Funds, up to the not to exceed amount.

(d) Notwithstanding the amount of the County Contribution, the County shall pay for any and all costs of the Phase Work that exceed any amounts applied from the State Funds. Without limiting the prior sentence, the parties agree the County shall have no claim against the State for any amount that exceeds the State Funds.

10. Authorized Costs.

(a) Generally. Authorized Costs are the County's actual, reasonable and necessary capital costs directly used for the Phase Work, which are:

- (i) eligible or permitted under the Act and the laws pertaining to tax-exempt bond financings under the Code;
- (ii) permitted by generally accepted accounting principles, consistently applied, as established by the Governmental Accounting Standards Board, as reasonably interpreted by DAS, to be capitalized to an asset that is part of the Project;
- (iii) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code; and
- (iv) eligible for financing with obligations bearing interest that is excludable from gross income under the Code.

Only those portions of the Project that are or will be owned or operated by the State, as required by Article XI-Q of the Oregon Constitution, will qualify for payment with State Bonds.

(b) Timing Restrictions on Reimbursement of Authorized Costs.

- (i) The following terms have the following definitions for this Section 10:
 1. “Date of Issuance” means the date the State Treasurer, at the request of DAS, issued the State Bonds.
 2. “Official Declaration of Intent” means DAS’s declaration of intent executed to reimburse an Original Expenditure with proceeds of the State Bonds, if such declaration is requested by OJD.
 3. “Original Expenditure” means an expenditure by the County for Authorized Costs that is originally paid from a source other than proceeds of the State Bonds and before the Date of Issuance.

(ii) Costs Before Bonds Issued. State Funds using State Bonds cannot be used for Authorized Costs of the Project that were paid more than 60 days before the earlier of the following two dates:

1. The Date of Issuance of the State Bonds; or
2. The date on which an Official Declaration of Intent was executed by DAS.

(iii) Timeframe to Reimburse Expenditures with State Bonds. Disbursement of State Funds using State Bonds for Authorized Costs of the Project must be made no later than 18 months after the later of:

1. The date the Original Expenditure is paid; or
2. The date the Project is placed into service.

In addition, in no event may State Bonds be used for costs of the Project made more than three years after the date the Original Expenditure was paid.

(c) State Bonds Expenditure Deadline. Disbursement of State Funds from State Bonds used for Authorized Costs of the Project must be made not later than 36 months after the Date of Issuance.

(d) General Funds Exception. If the State Funds for a specific Phase come from General Funds instead of State Bonds, the limitations in Section 10 above related to tax-exempt bond financings and financings with obligations bearing interest shall not apply to Authorized Costs.

(e) Specific Inclusions. Authorized Costs include, without limitation, the following costs incurred by the parties:

- (i) capital costs, including without limitation capital costs for security equipment, related to the Phase Work;

- (ii) costs of the OJD attorneys, technical advisors, and legal professionals including but not limited to attorneys employed by the Oregon Department of Justice and the State's bond counsel, and the State Project Monitor;
- (iii) costs related to the Phase Work by project consultants for the County; and
- (iv) time spent working on the Project by any employees of the County who may be identified in a Phase Funding Agreement, provided that such time is charged to the Project on a time-spent basis, rather than as a percentage of such employee's total work for the County; that such charges do not include the County's indirect costs (but may include fringe benefits of the specified employee(s)); and that such charges may be capitalized to a Project asset as required by Section 10(a) above.

(f) **Specific Exclusions.** Authorized Costs do not include the following costs incurred by the parties:

- (i) internal costs charged to the Project by the County, except to the extent that those costs represent out-of-pocket payments to or for the benefit of unrelated parties.
- (ii) working capital expenditures. Working capital expenditures include current operating expenses and other expenditures which would not be treated as capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, but do not include the costs of issuance of the Bonds.
- (iii) any indirect costs.
- (iv) any County financing costs not expressly allowed under Section 10(e) above.
- (v) payment of principal or interest due on interim financing for the Project.
- (vi) any costs not directly related to the siting, planning, design, and construction of the Project on the Project Parcel. For the avoidance of doubt, any costs related to alternate siting locations for the Project are not Authorized Costs.
- (vii) any costs related to moving OJD into the Project. For the avoidance of doubt, County is solely responsible for all moving costs.

11. County Contribution: Deposits.

(a) **Generally.** In order to receive credits toward the County Contribution pursuant to Section 12 below, and disbursements from the State Funds pursuant to Section 13 below, the County shall deposit with OJD the full amount of the County Contribution for the specific Phase, pursuant to the applicable Phase Funding Agreement. The County shall deposit the County Contribution as a direct transfer of funds pursuant to Section 11(b) below. The County may deposit the full amount of the County Contribution in one or more installments and using any combination of deposits allowed under Section 11(b) below.

(b) Direct Transfer of Funds.

- (i) The County may transfer to OJD for deposit into the Fund any amount of the County Contribution, in one or more installments.
- (ii) Within two Business Days after OJD's receipt of any amount of the County Contribution transferred by the County into the Fund, OJD shall transfer such amount into the County's account in the Local Government Investment Pool.
- (iii) Any and all funds that the County transfers to OJD for deposit in the Fund pursuant to this Section 11(b) shall be "original" funds—in other words, the County shall not transfer the same funds to the Fund more than once.

(c) **RESERVED.**

12. County Contribution: Credits.

- (a) **Generally.** In order to receive credits toward the County Contribution, the County shall submit Disbursement Requests pursuant to this Section 12. The amounts that the County requests pursuant to Disbursements Requests shall be either:
- (i) to reimburse the County for payments that the County has previously made for Authorized State Costs of the Project; or
 - (ii) used by the County to pay contractors, subcontractors, and suppliers no later than five Business Days after OJD makes the disbursement, as set forth in Section 12(e) below for Authorized State Costs of the Project that the County has incurred.
- (b) **Credits Not to Exceed Deposits.** The total credits to the County for the County Contribution may not at any time exceed the total amount that the County has deposited with OJD into the Fund pursuant to Section 11 above.
- (c) **Form and Frequency of Disbursement Requests.** The County shall submit Disbursement Requests to the State Project Monitor, substantially in the form shown in **Exhibit D**. Disbursement Requests shall include clear reference to the Project and itemize and explain all expenses in sufficient detail to allow the State Project Monitor to determine whether such expenses represent Authorized Costs. The County shall submit Disbursement Requests to the State Project Monitor no more frequently than once every 14 Calendar Days, and no less frequently than every 90 Calendar Days.
- (d) **Review.** The State Project Monitor shall review each Disbursement Request to determine whether:
- (i) the Disbursement Request is substantially in the form shown in **Exhibit D** and otherwise complies with Sections 12(a) – (c) above; and
 - (ii) the expenses set forth in the Disbursement Request represent Authorized Costs.
- (e) **Approved Amounts.** For any amount set forth in a Disbursement Request that the State Project Monitor deems to be Authorized Costs pursuant to Section 12(d) above, then, after multiplying such amount by the State’s Proportionate Share to establish the Approved Amount:
- (i) 50% of the Approved Amount shall be credited toward the County Contribution; and
 - (ii) 50% of the Approved Amount shall be disbursed to the County from the State Funds, pursuant to Section 13 below, and such amount shall be credited toward the State Funds.
- (f) **Tracking Credits and Disbursements.** OJD shall keep current and accurate calculations of the credits to the County Contribution, County Contribution deposits into the Fund, and the disbursements from the State Funds, pursuant to Section 12(e) above.
- (g) **Disapproved Amounts.** If the State Project Monitor determines that any cost shown on a Disbursement Request is not an Authorized Cost, including whether it represented Misspent Funds, the State Project Monitor shall promptly notify the County of such determination, and none of the disapproved amount shall be credited toward the County Contribution or disbursed to the County from the State Funds. In the event the County objects to exclusion of any cost shown on a Disbursement Request, the parties will cooperate to resolve the objection as provided in Section 7 above.
- (h) **Nonpayment for Project Work and Materials Accrued.** In the event of a disbursement of State Funds for an Approved Amount for Project Work or materials already received or performed, the County shall, within five Business Days, pay the contractors, subcontractors, and suppliers such Approved Amount. Any amounts that the County fails to promptly pay such contractors, subcontractors, and suppliers constitute Unspent Funds.
- (i) **Retainage: Phase I.** OJD shall retain 5% of the Approved Amounts from the State Funds

provided in the Phase I Funding Agreement. This retainage shall not be disbursed to the County until: 1) the County has met the Benchmarks and has contributed the full amount of the County Contribution as set forth in the Phase I Funding Agreement; and 2) any mechanics' and materialmen's liens filed against the Project or the Project Parcel have been discharged of record or bonded off.

(j) Retainage: Phase II. OJD shall retain 5% of the Approved Amounts from the State Funds provided in the Phase II Funding Agreement. This retainage may be released to the County as follows:

(i) Interim releases. If the County represents in writing that all work on the Project paid as an Approved Amount in Phase II has been satisfactorily completed and that no contractors, subcontractors, or suppliers on the Project have any valid, unpaid claims or liens against the County, the State or the Project for such Phase Work, and the County provides the State with reasonable documentation substantiating the foregoing, then OJD may release up to 4% retainage for the related Phase II Work and disburse such retainage to the County. Notwithstanding the prior sentence, OJD shall retain at least 1% of the State Funds associated with the Phase II Work as retainage until the final release conditions set forth in Section 12(j)(ii) below are met.

(ii) Final release. The retainage not released pursuant to Section 12(j)(i) above shall not be disbursed by OJD to the County until: 1) the County has met the Benchmarks and has contributed the full amount of the County Contribution as set forth in the Phase II Funding Agreement; 2) any mechanics' and materialmen's liens filed against the Project or the Project Parcel have been discharged of record or bonded off; and 3) the County has provided OJD a copy of the Project's as-built plans.

13. Disbursement of State Funds.

(a) Generally. The disbursement of State Funds to the County pursuant to Section 12(e) above is subject to the provisions of this Section 13.

(b) Maximum State Contribution. Unless the amount of the State Funds under any Phase Funding Agreement is increased after the effective date of that Phase Funding Agreement, the State's maximum monetary obligation for that Phase of the Project shall not exceed the State Funds. If the costs of a specific Phase of the Project exceed the Project Financing for that Phase, the County shall be responsible for all additional costs, and the County shall have no claim against the State for any amount that exceeds the amount of the State Funds for that Phase.

(c) Conditions Precedent. OJD's obligation to disburse the State Funds to the County pursuant to Section 12(e) above (calculated at 50% for any Approved Amount) is subject to satisfaction of each of the following conditions precedent, with respect to each disbursement:

(i) OJD has sufficient legislative appropriations, expenditure limitations, allotments, and other sufficient authorizations to allow OJD, in the exercise of its reasonable administrative discretion, to make the disbursement;

(ii) No County Default has occurred and is continuing; and

(iii) The County's representations and warranties set forth in Section 6(b) above are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

14. Payment of State Professional Expenses.

(a) The OJD's attorneys and legal professionals, technical advisors, and the State Project Monitor shall charge their time to the Project on a time-spent basis, rather than as a percentage of the individual's total work for OJD, and such charges do not include OJD's overhead (but may include fringe benefits). OJD shall deliver invoices to the County for the State professional expenses, and the County shall pay

the amount due to OJD within 30 Calendar Days after delivery thereof through the process described below in Section 14(b).

(b) The County shall then submit a Disbursement Request to the State Project Monitor pursuant to Section 12(c) above, and the amount of Authorized Costs from the Disbursement Request shall be multiplied by the State's Proportionate Share to obtain an Approved Amount, and:

- (i) 50% thereof shall be paid for from the County Contribution; and
- (ii) 50% thereof shall be disbursed to the County from the State Funds, pursuant to Section 13 above.

15. Project Work.

(a) The County shall undertake the Project Work in compliance with all applicable federal, state, and local laws and ordinances, and the Act; for the purposes described in the Act and this Agreement, required compliance includes but is not limited to the following:

- (i) OAR 330-135-0010 through 330-135-0055, pertaining to expenditures for green energy technology, as applicable to the Project. The County shall provide OJD with copies of all reports required by OAR 330-135-0055 as applicable to the Project and as required by the Oregon Department of Energy; and
- (ii) all statutes and administrative rules relating to Public Works, if the Project is a Public Works as defined in ORS 279C.800(6). This includes but is not limited to the prevailing wage rate requirements that may apply to the Project set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder ("PWR"), or, if applicable, 40 U.S.C. 3141 et seq. ("Davis-Bacon Act"). If applicable, County shall:
 1. be the public agency responsible for compliance with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other BOLI requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board; and
 2. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
 3. pay all subject workers the higher of applicable state or federal prevailing wage rate if the Project is or becomes subject to both PWR and the Davis-Bacon Act. Generally, the applicable rates are those in effect on the Effective Date of this Agreement. PWR and Davis-Bacon Act prevailing wage rates may be accessed via: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx and <http://www.wdol.gov>.

(b) The County shall contract with competent professionals for all Project Work, and shall require all such professionals to possess and maintain all licenses, registrations, insurance, and bonds required by Oregon law.

(c) The County shall be responsible for organizing, advertising and obtaining bids for all aspects of the Project Work in accordance with applicable sections of Oregon Revised Statutes Chapters 279A, 279B, 279C, and other applicable law and local contracting procedures. The County shall document all solicitations, selection and award processes used for contracting the Project Work.

(d) The County shall use its best good faith efforts to conduct the respective procurement processes in compliance with all applicable public contracting requirements.

(e) The County shall be responsible for awarding and managing all contracts and property

acquisitions necessary to complete the Project Work in accordance with the Project Application, the Initial Plans, and the Final Plans.

- (f) All subagreements that the County may enter into which are funded wholly or in part with Project Financing shall be subcontractual in nature, with the other party engaged in the role of a contractor. The County shall actively administer all subcontracts with contractors to ensure that the terms of the subcontract are consistent with the terms of this Agreement to ensure compliance with the terms of the subcontract, and to ensure the contractor's support for the intended purposes of this Agreement and the Act.
- (g) Neither execution of this Agreement nor approval of the Project Plans and Specifications by OJD or DAS shall be construed as a representation or warranty by the State that the Project Plans and Specifications are in compliance with any building or other code or other applicable governmental requirements.
- (h) The State and the Colocation Agency and their employees, agents and representatives (including, without limitation, the State Project Monitor, the Presiding Judge, the Trial Court Administrator and the Colocation Contacts) shall have access to the Project, the Project Parcel and Project documentation and records at all times throughout the term of this Agreement, and as otherwise required under this Agreement, to inspect the Project Work, operation and accounting records related to the Project.
- (i) The County shall promptly provide notice to OJD of any credible evidence that a principal, employee, agent, contractor, subcontractor, supplier or other person has submitted a false claim under the False Claims Act, ORS 180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving the Project Financing.
- (j) During the term of this Agreement, the County shall, promptly upon request, deliver to the State Project Monitor any requested information relating to the Project Work, in sufficient detail to enable the State Project Monitor to determine whether the Project Work is proceeding in a timely fashion.
- (k) The County shall pay when due all claims for work performed on the Project Work by or through County for services rendered or materials furnished to the Project, and shall keep the Project and the Project Parcel free from any liens arising by or through the County. If any such lien shall at any time be filed against the Project or the Project Parcel, or any portion thereof, the County shall cause the same to be discharged of record or bonded off, as permitted by statute, within 30 Calendar Days after the County's receipt of notice of same.
- (l) The Project will not be enrolled in the State Energy Efficiency Design ("SEED") program administered by the Oregon Department of Energy.

16. Phase Funding Agreements. In order to memorialize the State's contribution of State Funds for Phases of the Project, and the parties' other obligations and understandings regarding those Phases, the parties shall enter into Phase Funding Agreements.

17. Terms and Conditions of State Space IGAs.

(a) **Generally.** In the event the parties enter into the Phase Funding Agreement for Phase II, then during Phase II the parties shall finalize and enter into an OJD Space IGA (substantially in the form attached to this Agreement in **Exhibit E** – Form of OJD Space Intergovernmental Agreement), and the County shall enter into a Colocation Space IGA with the Colocation Agency in accordance with the provisions of this Section 17 and substantially on the same terms as the OJD Space IGA with the exception of the right to expansion space and rent-free term extensions. The OJD Space IGA and the Colocation Space IGA shall be for a term which is the greater of 25 years from the date OJD begins court operations in the Project, or the final maturity date for the State Bonds ("Initial Term").

(b) Colocation Space IGA.

(i) As a condition of the State Bonds, OJD has, during the Initial Term of the Colocation Space IGA, the appurtenant, exclusive right to control and use all portions of the County Courthouse constructed with State Bonds, including the Colocation Premises. Notwithstanding the prior sentence, OJD grants County the right to grant Colocation Agency the right to use its Colocation Premises without interruption or disturbance from OJD, including the right to have OJD access the Colocation Premises only with the Agency's prior consent subject to the requirements of this Section 17. OJD may, in its reasonable discretion, revoke the rights granted under this Section, subject to the terms of this Section 17.

(ii) During the Initial Term of the State Space IGAs, County shall not grant Colocation Agency any rights in or to any portions of the Project that were constructed with State Bonds other than as allowed under Section 17.b(i) above or in connection with the non-exclusive right to use Project Common Areas.

(iii) Any proposed changes, including, without limitation, changes in use or physical layout, in the Colocation Premises must be approved by OJD.

(iv) County shall inform OJD of any plans to materially adjust or modify any portion of the Colocation Premises at least 30 days prior to filing a permit application for the adjustment or modification work. County, OJD, and the Colocation Agency must consent in writing to any alterations to the Colocation Premises that will have an adverse impact to OJD or Colocation Agency operations in the County Courthouse.

(v) The Colocation Space IGA shall contain the following additional terms:

- 1.** Oregon Judicial Department (OJD) is a third-party beneficiary to the Colocation Space IGA and is entitled to enforce its terms.
- 2.** The Colocation Space IGA shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment or novation made in a manner without written consent of OJD.
- 3.** Parties acknowledge the County Courthouse was constructed in-part with tax-exempt, Article XI-Q bonds ("Bond Funding"). Agency and County, therefore, will covenant and agree that they shall not take any actions that are contrary to the requirements related to the issuance of the Bond Funding or the terms of the OJD's agreement(s) with DAS for such Bond Funding (copy(ies) of such agreement(s) to be provided upon request).
- 4.** Colocation Agency's right to control and use its Colocation Premises is subordinate to OJD's rights of control of all portions of the County Courthouse that were constructed with Bond Funding. Notwithstanding the prior sentence, Colocation Agency shall have the right to use its Colocation Premises without interruption or disturbance from OJD, including the right to have OJD access the Colocation Premises only with Agency's prior consent. The rights granted to Colocation Agency pursuant to this section are contingent upon Colocation Agency not defaulting on the terms of its Colocation Space IGA, including the covenant under Section 3 above.
- 5.** OJD may, in its reasonable discretion, revoke the rights granted under the second sentence of Section 4 above, subject to the following:
 - A.** OJD will not revoke such rights of use solely for the purpose of OJD acquiring any portion of the Colocation Premises for its own use.
 - B.** Any such revocation must be approved by the Oregon State Court Administrator.
 - C.** If OJD revokes such rights, OJD will provide County and Colocation Agency at least 60 days' prior notice of any such revocation unless such revocation is due to a violation of the covenant under Section 3 above.

D. If revocation is due to a violation of the covenant under Section 3 above, OJD will provide Agency and County 60 days' prior notice of any such revocation, unless a shorter period is required under the terms of the issuance of the State Bonds or the terms of the agreement(s) between OJD and DAS regarding the State Bonds.

E. Colocation Agency may within 30 days of receiving notice of revocation under Section 5.C. above, submit a written request to the Chief Justice of the Oregon Supreme Court and the Oregon State Court Administrator for reconsideration of the revocation.

F. If the revocation under Section 5.C. above entails Colocation Agency's relocation or vacation from the Colocation Premises or a portion thereof, Colocation Agency shall have 45 days from the end of the 60-day notice period to affect such a relocation or vacation.

(vi) County shall provide OJD with a copy of each Colocation Space IGA or amendment for review prior to execution of such Colocation Space IGA or amendment.

(c) OJD may require full execution of the OJD Space IGA and Colocation Space IGA as a pre-condition to the release of the retainage held by OJD. Notwithstanding the prior sentence, OJD will not unreasonably withhold, condition, or delay its approval and execution of the OJD Space IGA.

18. Misspent Funds and Unspent Funds.

(a) **Notice.** If the State Project Monitor determines that there are Misspent Funds or Unspent Funds by the County, including pursuant to Section 12(g) or 12(h) above, the State Project Monitor shall provide notice to the County describing the amount and nature of such Misspent Funds or Unspent Funds.

(b) **Cure.** Within 30 Calendar Days after receipt of the notice described in Section 18(a) above, or such longer period as the State Project Monitor may (but is not obligated to) approve at the County's request:

(i) with regard to Misspent Funds: the County shall pay OJD the amount of the Misspent Funds, and OJD shall reverse the credits to the County Contribution and the State Funds for such amounts.

(ii) with regard to Unspent Funds, the County shall provide evidence satisfactory to the State Project Monitor that the County has spent the Unspent Funds for Authorized Costs.

A failure by the County to cure the Misspent Funds or the Unspent Funds pursuant to this Section 18(b) shall constitute a County Default.

(c) **Resolution.** If the County disputes a determination made by the State Project Monitor under this Section 18, the County may utilize the dispute resolution procedures in Section 7 above to assist in resolving the dispute. Notwithstanding Section 18(b) above, during the period in which the State and the County are pursuing resolution of the dispute pursuant to Section 7 above, failure by the County to cure the Misspent Funds or the Unspent Funds shall not constitute a County Default.

19. Taxes and Assessments; Utilities. During the Project Work, the County shall pay all taxes, utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or the Project Parcel. If any governmental charges may lawfully be paid in installments over a period of years, the County may pay those charges in installments. The County may contest in good faith the validity or application of any tax, utility charge or governmental charge in any reasonable manner, so long as the contest does not subject any portion of the Project or the Project Parcel to loss or forfeiture.

20. Tax Covenants. The following covenants by the County apply to any State Funds that arise from State Bonds:

(a) **Generally.** The County covenants for the benefit of the State and the owners of the State Bonds that it shall comply with all provisions of the Code which are required for interest on the State Bonds to be excluded from gross income for federal taxation purposes. In determining what actions are required to comply, the County may rely on an opinion of the State's bond counsel.

(b) **Specific Covenants.** The County makes the following specific covenants with respect to the Code:

(i) The County shall not take any action or omit any action that would cause the State Bonds to become "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

(ii) The County shall, at the request of DAS, cooperate with DAS to provide information DAS may need to compute any arbitrage rebate payments which may be due from DAS in connection with the State Bonds.

21. County Not a State Officer, Employee or Agent. The County is not an "officer," "employee" or "agent" of the State, as those terms are used in ORS 30.265.

22. Insurance. Upon the commencement of Project Work upon the Project Parcel, and through the remainder of the term of this Agreement, the County shall maintain in full force and effect throughout the entire term of this Agreement, property insurance for the perils of all risks of direct physical loss or damage including earthquake and flood covering the Project and the Project Parcel in an amount at least equal to the amount of the Project Financing. Insurance proceeds from an insured loss affecting the Project or the Project Parcel shall be exclusively used by the County to rebuild, repair and restore the Project and the Project Parcel in a manner consistent with the terms of this Agreement. The County shall consult with OJD regarding the plans for rebuilding, repairing and restoring the Project and the Project Parcel and such plans shall be subject to OJD's approval, which shall not be unreasonably withheld. The County shall provide a properly executed certificate of insurance to OJD on or before the Effective Date of this Agreement, and thereafter at least 30 Calendar Days prior to the effective date of any renewal or replacement policy. The policy shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. The policy shall be written by an insurance company that meets or exceeds an A VII rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A VII. The County shall provide OJD notice of any cancellation or material modification to the policy at least 30 Calendar Days prior to the effective date of such cancellation or change. Notwithstanding the foregoing, the County may satisfy its commercial general liability insurance obligations through its existing self-insurance program, provided that such self-insurance program is at the same level, and under the same conditions, as if the above commercial general liability insurance had been procured. The County's self-insured deductible for such commercial general liability insurance shall not exceed \$100,000 for each loss. Self-insurance is not allowed for other insurance coverages.

23. County Default. Any of the following shall constitute a County Default of the Funding Agreement:

(a) The County fails to meet the Benchmarks by the Phase Completion Date.

(b) The County fails to perform, observe or discharge any of its other duties or obligations under the Funding Agreement (except for curing Misspent Funds or Unspent Funds as set forth in Section 23(c) below) within 30 Calendar Days after notice from the State specifying the nature of the failure with

reasonable particularity; or, if such failure cannot reasonably be completely remedied within such 30-day period, then within such longer times as the failure can reasonably be remedied, in the State's reasonable discretion and as set forth in the notice to the County.

- (c) The County fails to cure any Misspent Funds or Unspent Funds as required by Section 18(b) above.
- (d) Any representation or statement made by the County in the Funding Agreement or in any document or report relied upon by the State or the State Project Monitor, as the case may be, to approve a Disbursement Request, monitor the Project as provided herein or disburse Project Financing, is untrue in any material respect when made.
- (e) The County declares itself or is adjudicated insolvent or bankrupt, applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial part of its assets, or a proceeding or case is commenced, without the application or consent of the County, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of the County; or (2) the appointment of a trustee, receiver, custodian, liquidator or the like for the County or of all or any substantial part of its assets.

24. State's Remedies for County Default. Upon a County Default, the State, may, at its option, pursue any or all of the remedies available under the Funding Agreement and at law or in equity, including but not limited to:

- (a) ceasing disbursement of State Funds;
- (b) terminating this Agreement and/or any applicable Phase Funding Agreement;
- (c) recovering from the County any State Funds disbursed to the County from General Funds and State Bonds, including the Defeasance Costs, within 60 Calendar Days after the termination of this Agreement or any applicable Phase Funding Agreement;
- (d) bringing an action at law to recover damages incurred as a result of the County Default, in order to recover all State Funds disbursed to the County hereunder, with interest thereon; and
- (e) seeking any equitable remedies, including specific performance, which may be available to the State.

25. State Default and County's Remedies for State Default.

(a) **Default by State.** Any of the following shall constitute a State Default of the Funding Agreement:

- (i) The State fails to pay the County any undisputed amount as required by any applicable Phase Funding Agreement, and OJD fails to cure such failure within 30 Calendar Days after the County's notice or such longer period as the County may specify in such notice; or
- (ii) The State commits any material breach or default of any covenant, warranty or obligation under the Funding Agreement other than one described in Section 25(a)(i) above, and such breach or default is not cured within 30 Calendar Days after the County's notice specifying the nature of the material breach or default with reasonable particularity; or, if such material breach or default cannot reasonably be completely remedied within such 30-day period, then within such longer times as the material breach or default can reasonably be remedied, in the County's reasonable discretion and as set forth in the notice to the State.

(b) **County's Remedies for State Default.** In the event of a State Default of the Funding Agreement, the County may, at its option:

- (i) terminate, as applicable, this Agreement and/or any applicable Phase Funding

Agreement;

- (ii) bring an action at law to recover damages incurred as a result of the State Default;
- (iii) bring an action at law in order to recover all County Contributions hereunder, with interest thereon; and
- (iv) pursue any or all of the remedies available to it under the Funding Agreement and at law or in equity.

26. Termination by State or County.

- (a) In the event OJD fails to receive sufficient appropriations, expenditure limitations, allotments, and other authorizations to permit OJD in the reasonable exercise of its administrative discretion to continue making payments under the Funding Agreement, OJD may immediately terminate the Funding Agreement without penalty or liability, effective upon the delivery of notice to the County.
- (b) In the event the County fails to receive sufficient appropriations, expenditure limitations and other authorizations to permit the County in the reasonable exercise of its administrative discretion to continue making payments under the Funding Agreement, the County may immediately terminate this Agreement without penalty or liability, effective upon the delivery of notice to the State, except that in such event the Defeasance Costs shall be due pursuant to Section 27 below.
- (c) In the event the Funding Agreement is terminated for any reason other than the State's Default, County shall repay to the State the Defeasance Costs within 60 Calendar Days after the termination of the Funding Agreement.

27. Defeasance Costs.

(a) Generally.

- (i) The County has no obligation to pay Defeasance Costs except where specifically provided for in the Funding Agreement.
- (ii) Upon the request of the County, the State shall promptly provide to the County a calculation of the Defeasance Costs as of a specific date.
- (iii) In the event the amount of Defeasance Costs paid by the County hereunder exceeds the State's actual Defeasance Costs, the State shall refund the excess to the County within 30 Calendar Days after the defeasance is accomplished. If the amount of Defeasance Costs paid by the County to the State is less than the State's actual Defeasance Costs, the State shall so notify the County and the County shall pay the deficiency to the State within 30 Calendar Days after the State notifies the County.

(b) Real Property Termination Interest. If the County, in its reasonable discretion, is not able to directly pay the State the Defeasance Costs or any portion thereof as maybe required herein, the County may convey to the State a Real Property Termination Interest in accordance with this Section 27(b). The proposed Real Property Termination Interest that the County proposes to convey shall be equal to or greater than the unpaid Defeasance Costs, and must be acceptable to the State, in the State's sole discretion. If acceptable to the State, the County shall convey the Real Property Termination Interest to the State pursuant to a Statutory Warranty Deed under ORS 93.850. Such Real Property Termination Interest shall be conveyed free of any and all Encumbrances. County shall be responsible for all costs related to conveying the Real Property Termination Interest to the State including, without limitation, all closing costs and title insurance. Further, the County shall provide to the State any documentation requested by the State to substantiate the value of the Real Property Termination Interest or to otherwise affirm the condition of the Real Property Termination Interest.

28. Parties' Contribution for Third-Party Claims; Indemnification of Tort Claims.

(a) Generally. If any third party makes any tort claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third-Party Claim") against a party (the "Notified Party") with respect to which the other party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party of the Third-Party Claim and deliver to the Other Party, along with the notice, a copy of the claim, process and all legal pleadings with respect to the Third-Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section 28(a), and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing, are conditions precedent to the Other Party's contribution obligation under this Section 28(a) with respect to the Third-Party Claim.

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

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

(d) Other Claims. The parties shall take all reasonable steps to cause their contractor(s) that are not units of County or the State as defined in ORS 190.003, if any, to indemnify, defend and hold harmless the other party and their officers, employees and agents (the "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of that contractor or any of the officers, agents, employees or subcontractors of the contractor. The parties specifically intend that the Indemnitee shall, subject to ORS 30.140 with regard to Third Party Claims, in all instances, except for claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all claims to the extent the damages are caused by such contractor's fault.

29. Indemnity; Release – Claims Other than Torts.

(a) Except for Third-Party Claims and contractor tort claims as provided in Section 28 above, to the extent authorized by law, the County shall defend, indemnify, save and hold harmless and release the State, Treasury, DAS, OJD and their respective officers, employees and agents from and against any and

all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, federal arbitrage and rebate penalties, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims), related to any actual or alleged act or omission by the County or its officers, employees, contractors, or agents in connection with the Funding Agreement, the Project, prevailing wage requirements, or the tax-exempt status of State Bonds funding the Project, including without limitation any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Oregon Bureau of Labor and Industry, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of County, or its officers, employees, contractors, or agents.

(b) Notwithstanding the foregoing, neither the County nor any attorney engaged by the County may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may the County settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, the County will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this Section are not to be construed as a waiver by the State of Oregon, DAS, County or OJD of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the of the United States or other laws of the State of Oregon. If attorney fees are awarded to the County such attorney fees shall not exceed the rate charged to DAS by its attorneys.

30. Independent Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties. Any agreement entered into by the County relating to the Project is not an obligation of the State. The County shall not represent that it has the power or authority to obligate the State.

31. Parties; No Third-Party Beneficiaries. DAS, OJD and the County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Colocation Agencies are not parties or third-party beneficiaries to this Agreement. Notwithstanding the foregoing, the State Project Monitor has all of the rights as set forth in this Agreement.

32. Subcontracts, Successors and Assignments. The County's entry into any subcontracts for any portion of the Project shall not relieve the County of any of its duties or obligations under the Funding Agreement. The provisions of the Funding Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors and permitted assigns, if any.

33. Compliance with Applicable Law.

(a) The County shall comply with all applicable federal, state and local laws, rules, regulations, executive orders, ordinances or orders applicable to the Funding Agreement and the Project. Without limiting the generality of the foregoing, the County expressly agrees to comply with the following, and all regulations and administrative rules established pursuant thereto:

- (i) Workers' Compensation Laws (ORS Chapter 656);
- (ii) Wages, Hours and Records Laws (ORS Chapter 652);

- (iii) Conditions of Employment Laws (ORS Chapter 653);
 - (iv) Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657);
 - (v) Titles VI and VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;
 - (vi) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - (vii) the Americans with Disabilities Act of 1990, as amended;
 - (viii) the Health Insurance Portability and Accountability Act of 1996;
 - (ix) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
 - (x) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
 - (xi) discrimination against disabled persons (ORS 659A.142);
 - (xii) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse;
 - (xiii) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (xiv) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (xv) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (xvi) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
 - (xvii) the requirements of any other nondiscrimination statute(s) which may apply; and
 - (xviii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations not set forth in this Section 33(a).
- (b) The County shall ensure that any architectural or engineering services contract, construction or construction manager/general contractor (CM/GC) contract and all of the first-tier subcontracts for Project Work or materials resulting from the Funding Agreement shall include the terms of this Section 33 within 30 Calendar Days of the Effective Date of this Agreement. The County shall make reasonable efforts to ensure that all contractors performing Project Work or providing materials under contracts resulting from the Funding Agreement shall comply with the terms of this Section 33.

34. Records Maintenance; Review and Audit.

- (a) The County shall maintain all financial records relating to the Funding Agreement in accordance with generally accepted accounting principles, consistently applied. In addition, the County shall maintain any other records pertinent to the Funding Agreement in such a manner as to clearly document the County's performance. The County acknowledges and agrees that DAS, OJD, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of County that are pertinent to the Funding Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts, for the period of time set forth in Section 34(c) below.
- (b) Upon request, the County shall promptly provide the State with any other such information regarding the Project as the State may require.

(c) The County shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings until three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds), or such longer period as may be required to conclude any audit, controversy or litigation arising out of or related to this Agreement or as otherwise required by applicable law.

35. Notice.

(a) **Generally.** Any notices, demands, deliveries or other communications required under the Funding Agreement shall be made in writing and delivered by one of the methods set forth in Section 35(b) below to the address of the parties or the State Project Monitor, as set forth in the Project Summary and Contact Information above, unless a party or the State Project Monitor modifies its address by notice to the other parties and the State Project Monitor, as applicable. The phone numbers listed in the Project Summary and Contact Information are for convenience only, and any information delivered by phone to a party or the State Project Monitor shall not constitute notice under this Agreement.

(b) Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email	the day sent (unless sent after 5:00 p.m., P.T., in which case the email shall be deemed sent the following Business Day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt, or three Business Days after the mailing date if delivery is refused
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is not a Business Day, such deadline shall be deemed extended to the next Business Day.

36. Severability; Waiver.

(a) **Severability.** If any term or provision of the Funding Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the applicable Funding Agreement did not contain the particular term or provisions held to be invalid.

(b) **Waiver.** The failure by a party to enforce any provision of the Funding Agreement shall not constitute a waiver of that or any other provision.

37. Governing Law; Venue; Consent to Jurisdiction. The Funding Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between the State of Oregon and the County that arises from or relates to the Funding Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. In no event shall this Section 37 be

construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim, action suit or proceeding or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

38. Attachments. All attachments, addenda, schedules and exhibits which are referred to in this Agreement or in any Phase Funding Agreement are incorporated into the Funding Agreement.

39. Ambiguities. Each party has participated fully in the review and revision of the Funding Agreement and neither party shall be considered the “drafter” for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Funding Agreement.

40. Time is of the Essence. Time is of the essence in the performance of the terms of the Funding Agreement.

41. Survival. All provisions of this Agreement intended by their terms to survive termination or expiration shall survive termination or expiration of this Agreement, including but not limited to all provisions of this Agreement set forth under the following Section headings:

- (a) 15 – Project Work;
- (b) 20 – Tax Covenants;
- (c) 23 – County Default;
- (d) 24 – State’s Remedies for County Default;
- (e) 25 – State Default and County’s Remedies for State Default;
- (f) 27 – Defeasance Costs
- (g) 28 – Parties’ Contribution for Third-Party Claims; Indemnification of Tort Claims;
- (h) 29 – Indemnity; Release – Claims Other than Torts;
- (i) 31 – Parties; No Third-Party Beneficiaries;
- (j) 32 – Subcontracts, Successors and Assignments;
- (k) 34 – Records Maintenance; Review and Audit;
- (l) 36 – Severability; Waiver; and
- (m) 37 – Governing Law; Venue; Consent to Jurisdiction.

42. Entire Agreement; Amendments.

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof, except that this Agreement is intended to be interpreted consistent with any separate Phase Funding Agreements entered into between the parties regarding the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

(b) **Amendments.** No amendment, waiver, consent, modification or change of terms of this Agreement or any Phase Funding Agreement shall bind a party unless in writing and signed by both parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

[remainder of page intentionally left blank]

The State and the County, by execution of this Agreement, each hereby acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____
Title: _____
Signature: _____
Date: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____
Title: _____
Signature: _____
Date: _____

Approved as to Legal Sufficiency for the State:

By: Wendy Johnson
Sr. Assistant Attorney General
Date: Email approval date of _____, 2026, on file with DAS and OJD

Morrow County:

Print Name: _____
Title: _____
Signature: _____
Date: _____

Reviewed for the County:

JUSTIN NELSON, COUNTY COUNSEL/DISTRICT ATTORNEY
FOR MORROW COUNTY, OREGON
By: _____
Justin Nelson, County Counsel/District Attorney
Date: _____

TAX LOTS AND LEGAL DESCRIPTION

The Project Parcel consists of the following two tax lots and legal descriptions for the two lots:

Tax Lot

02S2626CC 2604

Legal Description

T2S R26E WM
SECTION 26:
A PARCEL OF LAND LYING IN THE SE1/4SW1/4
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SE1/4SW1/4
OF SECTION 26;
THENCE NORTH 189 FEET TO A POINT IN THE CENTER OF HINTON CREEK;
THENCE EAST ALONG THE CENTER OF HINTON CREEK, 82.63 FEET;
THENCE NORTH, 382.31 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 176 FEET TO A POINT WHICH IS SOUTH 68.85 FEET
FROM THE NORTH LINE OF ADAMS' ADDITION, SAID POINT ALSO BEING
THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED ON M-19130 OF
THE DEED RECORDS OF MORROW COUNTY; THENCE EAST 247.50 FEET;
THENCE SOUTH 176 FEET;
THENCE WEST 247.50 FEET TO THE POINT OF BEGINNING.

*JV 5414 & COMP JV 3672 ORDINANCE #MC-C-3-85
CITY UTILITIES AGREEMENT M 25164
JV# 7282 B&S M 28325*

M 25165

Tax Lot

02S2626CC 2603

Legal Description

Township 2S R26 EWM
Section 26: That portion of following
description lying Northerly of center
of Hinton Creek:
Commencing at SW corner of SE1/4SW1/4
of said Section 26;
Thence N 189' to a point in Center of Hinton Creek;
Thence E along said center of Hinton Creek 82.63';
Thence N 246.62' to a point which lies
60.00' S of SE corner of that tract recorded on Mf #3908.
Said point also being the point of beginning for this description;
Thence N to SW corner of that tract recorded on Mf #19130;
Thence E 247.5';
Thence S to Northerly right of way line of State Hwy #74;
Thence S 81 Deg. 47' along said Northerly
Right of Way line 249.80';

Thence N 65 Deg. 34'30" E 132.52';
 Thence N 0 Deg. 33'19" E 107.38' said
 point being on S side of Hinton Creek.
 Thence N 0 Deg. 55'36" E 245.61';
 Thence W 125.95' to point of beginning.

Jv 5016 B&S M 20568

Excepting: Parcel 2604 Jv 5414 & Comp Jv 3672

Ordinance #Mc-C-3-85 M- 25165

Section 26:

A parcel of land lying in the SE1/4SW1/4
 more particularly described as follows:
 commencing at the Southwest corner of the
 SE1/4SW1/4 of Section 26;

Thence North 189 feet to a point in the
 center of Hinton Creek;

Thence East along the center of Hinton Creek, 82.63 feet;

Thence North, 382.31 feet to the true
 point of beginning;

Thence North 176 feet to a point which
 is South 68.85 feet from the North line
 of Adams' Addition, said point also
 being the Southwest corner of that parcel
 described on M-19310 of the Deed Records
 of Morrow Co;

Thence East 247.50 Feet;

Thence South 176 Feet;

Thence West 247.50 feet to the point of Beginning.

Ref: (Morrow Co-City/Heppner) Easement M-45386 6/12/95

REF: (Morrow County-City of Heppner) Utility Easement 2005-13299 3/2/05

Exhibit B**INITIAL PLANS**

- Plan set titled “Morrow County Courthouse Replacement”, 50% Construction Documents, dated September 22, 2025, with the following sections – 00 General (5 pages), 01 Civil (19 pages), 02 Landscape (11 pages), 03 Architecture (44 pages), 04 Envelope (11 pages), 05 Structural (17 pages), 06 Fire / Mechanical / Plumbing (23 pages), 07 Electrical (21 pages), 08 Lighting (4 pages), 09 Telecom / Security (9 pages), 10 Audio/Visual (13 pages), 11 Signage (28 pages). Total plan set 205 pages.
- Specifications titled “Morrow County Courthouse Replacement,” Project Manual, 50% Construction Documents, dated September 19, 2025 (1,178 pages)

Exhibit C

Courthouse Design Criteria

I. General Facilities Design Assessment Criteria

1. Building Configuration

- High public contact functions are located on lower floors.
- Functions not requiring substantial public contact are located on upper or below ground floors.
- Functions requiring higher security levels are located on upper or below ground floors.
- Internal circulation patterns for in-custody cases are located in three separate and distinct zones: public; private (for court staff); and secured circulation for in-custody persons. (See Section IX)

2. Public Service Requirements (including Fire, Life, Safety)

- Main public entrance accommodates anticipated public traffic.
- Public waiting areas:
 - Include sufficient comfortable seating.
 - Located close to areas of highest public use.
 - Have easy access to restrooms, water fountains and telephones.
 - Sized in proportion to the population to be served.
 - Configured to minimize noise transmission to courtrooms.
- Signs, Directions:
 - Directional and informational content is incorporated into the design of all public areas.
 - A building directory is located near each public entrance.
 - A building directory features a diagram that lists all the building's major components.
 - Informational signs are multi-lingual, as appropriate.
 - Braille lettering and audio signals are provided at elevators.
- Information kiosk or counter:
 - Located in a highly visible place near the main entrance.
 - Provides direction and basic information.
 - Provides an automated system using touch screen technology connected to the Local area network.
- Court calendar information:
 - Posted in the information area.
 - Video monitors used (large court facilities).

3. General Office and Workstation

- General Office Guideline (in square feet)
Per staff member; includes work space, files, office equipment, conference; training and reception areas. 250 - 280
- Workstation Sizes (in square feet)

(Type)	(Workstation)	(Private Office)
Staff/Technical	50-80	
Supervisory	80-100	100-120
Management		120-250
Executive		200-250

4. Provisions for Persons with Disabilities

- All areas of the court facility meet all state and federal ADA requirements (The courts have completed extensive ADA Assessment surveys evaluating compliance with applicable requirements).

5. Security and Public Safety

- Building security (See Section VIII)
 - External video surveillance cameras positioned at each pedestrian and vehicular entrance.
 - Building entrances configured with unobtrusive security barriers.
 - Grounds configured to inhibit access of unauthorized vehicles.
 - No public parking adjacent to structures containing courtrooms or court support areas, if allowed by City.
 - At least one courtroom is equipped for high risk trials.
 - Air intake vents for the HVAC system are secured from public access.
- Public Safety
 - Building complies with all relevant fire codes (adequate fire protection and fire alarms).
 - Emergency power and lighting capacity are provided.

6. Seismic Safety

- The structure of the building complies with relevant seismic safety codes. (A full-scale evaluation is outside the scope of this assessment).

7. Heating, Ventilating and Air Conditioning (“HVAC”)

- HVAC system meets all code requirements.
- Systems are able to maintain temperatures between 66 and 78 degrees Fahrenheit.
- Each courtroom has an individual thermostatic control for its heating and cooling provided by the buildings central HVAC control system.
- Adequate fresh air and exhaust ventilation in areas subject to dense occupation (i.e., courtrooms).
- HVAC system sound transmissions have been minimized.
- HVAC system ductwork incorporates sound deadening technology between rooms that require private conversations (jury rooms, judges' chambers, and attorney client conference rooms).

8. Plumbing and Electrical

- Plumbing
 - All restroom facilities and drinking fountains meet building codes.
 - Separate restroom facilities are provided for the public, judicial staff, and

- in-custody defendants.
- Electrical
 - Electrical systems meet building codes.
 - Sufficient electrical capacity and quality are provided to accommodate anticipated future needs.
 - Electrical capacity meets total connected load requirements plus 25 percent for future load growth.

9. Information Systems and Communications

- Also See Section X
- Designated computer or telecommunications rooms (Larger Court facilities) with increased cooling capacity, separate or redundant power and located to reduce the risk of flooding
- Designated room has sufficient cooling not to exceed 82 degrees Fahrenheit.
- Designated room has controlled access including access controls.

10. Lighting

- Sufficient lighting in all building areas to conduct business.

11. Acoustics

- Minimizes intrusive noise.
- Allows accurate hearing and recording of proceedings.
- Allows access to the court by the hearing impaired.

12. Parking; Vehicular and Pedestrian Access

- Provides secured parking for judges and supervisory court staff.
- Passenger loading and short term parking areas are provided near to but at a safe distance from courthouse entrances.
- Loading zone area provided for delivery vehicles that do not need to use the loading dock, if allowed by City.
- All deliveries to courts required to go through x-ray screening.
- Access to the courthouse meets ADA requirements.
- Building provides a single primary public entrance to the courts area.
- Lobby is large enough to accommodate all visitors during peak periods.
- Metal detectors and x-ray equipment are placed in the circulation path from the entrance.

13. Building Support Services

- Court facility incorporates space for the following functions:
 - First aid station
 - Food services or vending
 - Loading dock
 - Supplies and equipment storage
 - Maintenance shops and office
 - Custodial supplies and storage and
 - File shredding area

II. Courtroom Assessment Criteria

1. General criteria

- Courthouse has at least one large courtroom to accommodate large trials and other kinds of public functions.
- Courtrooms sized and configured to accommodate the type of proceedings assigned to the room.
- Courtroom is composed of 2 components: the litigation area; and the spectator seating area
- Courtroom is configured so that the parties in any proceeding are able to clearly see and hear the witness, jury, judicial officer and counsel
- Courtroom is configured to protect witnesses and jurors from intimidation.
- Courtroom is configured to ensure appropriate confidentiality for attorneys and judicial officers.

2. Courtroom Size Criteria (NSF is net square feet)

- Ceiling heights are proportional to the size of the room.
- The size of the courtrooms:

Type	Litigation area				Spectator area			Total
	NSF	Width	Length	Seating	NSF	Width	Length	
Non-jury civil/juvenile/family	840	30	28	20-40	260-360	30	varies	1,100-1,200
12-person jury	1,152	36	32	30-60	348-648	36	Varies.	1,500-1,800
High volume/multi-litigant	1,360	40	34	100-150	840-1040	40	varies	2,200-2,400

3. Courtroom areas

- Judicial officers bench:
 - Has an unobstructed view of the entire courtroom.
 - Is elevated so that the occupant's seated eye level is higher than anyone standing.
 - Accommodates computer (including sufficient space for multiple monitors), telephone, data transmission equipment, and writing desk.
- Courtroom clerk's station:
 - Is adjacent to the bench and accessible to counsel.
 - Has adequate space for placement of in-process forms, exhibits and other essential materials.
 - Is cable-ready for computer terminals, has telephone, electrical outlets and audio controls.
- Witness stand:

- Witness has clear facial view of the judge, jury, parties, court reporter and counsel
- The chair is height adjustable and easily removable to accommodate wheelchair access.
- The stand is on a level between the floor of the litigation area and the judge's bench.
- The stand is large enough to accommodate an interpreter.
- Jury box:
 - Each juror has clear sight lines to the witness, counsel, judge and evidence display areas.
 - Has physical separation from the spectator and counsel areas.
 - Is large enough to comfortably seat the full number of jurors needed for trial.
- Counsel area:
 - Has at least two tables positioned so attorneys can be seen and heard by other attorneys, the judge, the witness and the jury.
 - Tables placed far enough apart to allow private conversations between attorneys and clients.
 - Tables provide electrical outlets and connections to accommodate computers and internet.
 - Tables and table areas are large enough to accommodate interpreters.
- Spectator area:
 - Provides seating for witnesses, family and the public.
 - The area is separated from the litigation area in a manner that controls movement.
 - The area is sized to accommodate the jury panel during jury selection.
 - Space is reserved for wheelchairs.
- Other Areas and Features:
 - Court reporter area is situated so that anything said by participants can be heard; reporter has access to electrical outlets.
 - Bailiff's station is situated to enable the occupant to see all persons in the courtroom.
 - Exhibit display and equipment is located to be clearly visible for all court participants.
 - Silent duress alarms are located in the judges' bench, courtroom clerk and bailiff areas.
 - Assisted listening devices are available.

III. Judicial Offices and Support Space

1. Judicial offices

- Accessible only from a private corridor.
- Chambers, either clustered or adjacent to courtrooms, are provided to each judicial officer.
- Each chamber is equipped with a silent duress alarm.
- Chambers are a minimum of 350 net sq. ft. (not including restroom).
- Chambers have adequate sound insulation
- Judicial offices have access to non-public restrooms.

2. Support Space

- Support staff workstations/reception/waiting areas are adjacent to chambers.
- Work areas for court reporters, law research clerks, bailiffs are provided.

IV. Jury Assembly and Deliberation

1. Jury Assembly

- Jury assembly room/information presentation area
 - Sufficient seating for all prospective jurors:
 - a. 8 to 12 square feet per person for theater-style seating;
 - b. 15 to 20 square feet for accommodate lounge-type seating.
 - Areas for reading, studying, working and watching television are provided.
 - Working areas are provided with data connections and electric power for computers.
 - Public telephones, restroom facilities, and coatrooms are adjacent to the jury assembly room.
 - Movement of jurors minimizes contact with attorneys and litigants.
- Jury reception/check-in area
 - A silent duress alarm is provided at the desk.

2. Jury deliberation room

- Ratio of jury deliberation rooms to courtrooms is one to two.
- Located on restricted corridors.
- Can comfortably accommodate 14 jurors.
- Allows use of charts, exhibits, and video monitors.
- At least 350 net sq. ft., exclusive of restroom and refreshment areas.
- Acoustically designed so that conversations cannot be heard outside the room.

V. Court Administration

1. General Considerations

- The court administration area is designed to ensure the efficient flow and processing of work.
- Court administrative offices are connected to both public and private corridors.
- Duress security alarms are in appropriate sites.

2. Court Administration Area

- General work area and miscellaneous support
 - Includes a work area for sorting mail and for copying equipment.
 - Work space is provided for all appropriate staff and for records that are in use.
- Public service counters
 - General office areas are separated from public areas.
 - Counters are designed for efficient exchange of public documents.

- Counters are capable of accepting and electronically processing documents via electronic scanning.
- The public area outside the counter provides at least 10 feet between the counter and the entrance for queuing.
- A public area for viewing records is provided adjacent to the counter; secure and visible to staff.
- Public area has a controlled access terminal or workstation capable of providing service to the public for research and general court functions.
- Security glass, or other methods for insuring that the public remains outside of office area, is in place at service counters.
- Duress security alarms are placed in appropriate sites and integrated into the courthouse security system.
- Records storage
 - Sufficient space is provided for records storage and retrieval.
- Exhibit/evidence storage
 - Secure areas are provided for storage of exhibits.
 - Separate secure area is provided for storage of evidence.

VI. Court Support

1. Children waiting area.

- Area includes adequate storage for toys, games and books, easy access to restrooms with diaper changing stations, and space for staff or volunteers.
- Area has electrical capacity and power for VCR/DVD viewing

2. Court facilitator services area

- Court program areas (i.e. for prose litigants) are located in areas convenient to the public.
- Areas have space adequate to fulfill functions.

3. Attorney client conference rooms

- One conference room per two courtrooms is provided for attorney use.
- The rooms accommodate a table and four chairs.

4. Waiting areas for adverse parties

- Areas are divided so that adverse parties are separate from one another.

VII. Alternative Dispute Resolution

Note: With the exception of Marion County, dedicated space for provision of these services is not a part of the courthouse facilities provided in Oregon. However, for courts with increasing family court, small claims, domestic relations and FED mediations, adequate dedicated space is a consideration.

1. Mediation Services

- Mediator offices accommodate up to six individuals, and have sound absorbent walls.
- Reception/waiting areas provide separate areas for different parties.

- Large mediation room accommodates larger family groups and allows involvement of additional staff.
- Mediation area provides a waiting area for children, located in a secure place, and an equipment storage area.
- Mediation area includes some kind of duress alarm system.

VIII. Court Security

1. Building perimeter, site and parking assessments:

- Architectural barriers to protect entrances.
- Surveillance cameras at entrances and exits.
- Illuminated circulation around building and parking lot.
- Illuminated parking lots.
- Tamper resistant utility connections to building
- Low height landscaping
- Secured parking for judges
- Surveillance cameras in parking lots

2. Building entrances assessments:

- Surveillance cameras
- Security weapons screening
- Intrusion detection alarms
- High security door locks
- Intercom system at entry door
- Visual monitoring of entrance
- Controlled access to loading dock
- Screening equipment for incoming packages.
- Key car or other electronic device for non-public access doors.

3. Public waiting areas assessments:

- Limited ability to hide contraband
- Controlled public access to secured rooms
- Surveillance cameras

IX. In-Custody Defendant Areas

1. Remote Video Communication.

- Facility is equipped with remote video connections between the court facility and the detention facility.

2. In-Custody Receiving, Holding and Transportation components:

- Vehicle sallyport
- Security vehicle parking
- Pedestrian sallyport
- Initial holding cell and search area
- Control center
- Central holding cell

- Lunchroom or access to eating area
- Dress-out, property and clothing storage
- Attorney interview space
- Secure elevators and corridors
- Courtroom holding cells

X. Facilities Technology Recommendations

1. Power

- Individual electrical receptacles for each technology component without the use of extenders
- Backup power supplies (UPS) sufficient to provide 15 minutes of battery power in the event of power interruption to critical technology components
- Electrical power to computer server rooms capable of supporting a minimum of 10 individual components.
- All power used for technology resources should be properly conditioned and filtered to allow for the highest level of efficiency.
- Rack-mounted backup power (UPS) sufficient to provide 30 minutes of battery power in the event of power interruption to all critical network components such as switches and routers, video units, electronic recording and media or file servers.
- Dedicated electrical circuits for computer and technology components at a minimum of 20 amps per circuit.

2. Voice/Data

- Minimum of 2 recessed data-ports on separate circuits, for each workstation or laptop computer
- Minimum of 2 recessed voice-ports capable of supporting both analog and digital voice circuits at each individual work area
- Network cable to support 100mb/s certified data thru-put adhering to current standards for low-voltage cable installation.
- Minimum network switch capacity to handle total number of required connections plus twenty percent additional load.
- Network switch and routers capable of up to 1Gb/s loads.
- Provisioning of cable pathways to allow easier cable changeover to accommodate improvements in data technology
- Network switches operating at 1Gb-10Gb speed and cabling capable of supporting Power Over Ethernet (POE)
- Isolated data circuits in each courtroom and conference room dedicated for video streaming and video conferencing with voice.
- Ceiling oriented network data-ports and power capable of supporting wireless network access components

Exhibit D**Form of Disbursement Request**

Disbursement Request Number: **[INSERT NO.]**
[number Requests sequentially for ease of tracking]

Dated: **[INSERT DATE]**

Project Title: Morrow County Courthouse

Phase: **[INSERT PHASE NO.]**

Funding Source: **[INSERT SOURCE OF FUNDS]**

Funding Agreement: Morrow County Courthouse Phase Funding Agreement for Phase **[INSERT NO.]** between OJD, DAS and **[INSERT NAME]** County dated **[INSERT DATE]** (the “Phase **[INSERT NO.]** Agreement”)

Capitalized terms that are used but are not defined in this Disbursement Request have the meanings defined for those terms in the Funding Agreement.

On behalf of **[INSERT NAME]** County (the “County”), I hereby request a total disbursement of \$**[INSERT AMOUNT]** pursuant to the Phase **[INSERT NO.]** Agreement, 50% of such amount to be credited to the County Contribution for the Phase set forth above, and the other 50% of such amount to be disbursed to the County from the State Funds.

I hereby make the following certifications in connection with this Disbursement Request:

1. On behalf of the County, I have reviewed the attached invoice(s) and any other documents attached to this Disbursement Request, and I have determined that the invoiced work or materials represent Authorized Costs for the Phase set forth above, pursuant to the Phase **[INSERT NO.]** Agreement.
2. The County will use the disbursement amount requested by this Disbursement Request either:
 - (a) to reimburse the County for amounts that the County has previously paid for Authorized State Costs of the Project; or
 - (b) for Authorized State Costs of the Project that the County has incurred from contractors, subcontractors, and suppliers but has not yet paid, which the County will pay no later than five Business Days after disbursement by OJD of the amount set forth herein.
3. The total amount credited to the County Contribution pursuant to Section **[]** of the Phase **[INSERT NO.]** Agreement is equal to or greater than the total State Funds disbursed to date plus the amount of this Disbursement Request.
4. The certifications in this Disbursement Request are true to the best of my knowledge and belief.

By: _____
 Authorized Signature

EXHIBIT E**FORM of OJD SPACE INTERGOVERNMENTAL AGREEMENT**

THIS OJD SPACE INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made as of **MONTH XX, XXXX** (the “**Effective Date**”), by and between **NAME** County, an Oregon political subdivision (“**County**”) and the State of Oregon, acting by and through the Oregon Judicial Department (“**OJD**”). County and OJD are each a “**Party**” and together the “**Parties.**”

RECITALS

- A. County is the owner of the **BUILDING NAME**, located at **STREET ADDRESS** in **CITY**, Oregon, **NAME** County (the “**Courthouse**”).
- B. Pursuant to ORS 1.185 and 1.187, the counties in the State of Oregon (the “**State**”) provide courthouse facilities for the circuit courts, including suitable and sufficient courtrooms, offices, and jury rooms for the court, the judges, other officers and employees of the court and juries in attendance upon the court, and provide maintenance and utilities for those courtrooms, offices and jury rooms.
- C. Pursuant to ORS 1.185 and 1.187, OJD operates the State’s circuit courts and provides all supplies, materials, equipment and other property necessary for the operation of the circuit courts.
- D. ORS 1.181, 1.183, and 1.184, as amended from time to time (the “**Courthouse Act**”), authorize the State’s sale of Article XI-Q bonds to finance certain capital costs related to counties’ acquisition of land for and planning and construction of county courthouses.
- E. Pursuant to the Courthouse Act, the State of Oregon contributed funds from the sale of Article XI-Q bonds (the “**State Bond Funds**”) for certain capital costs related to County’s acquisition of land for and construction of the Courthouse as consideration for OJD’s long-term intergovernmental agreement with respect to operation of portions of the Courthouse for the Circuit Court.
- F. The Parties’ agreements regarding the use of the State Bond Funds for the planning and construction of the Courthouse and OJD’s long-term interest in portions of the Courthouse were memorialized in the following agreements between County, and OJD and the Oregon Department of Administrative Services (together as the “**State**”) (collectively, the “**Funding Agreement**”):
 - a. Master Funding Agreement dated **MONTH XX, YEAR**
 - b. Phase I Funding Agreement dated **MONTH XX, YEAR**;
 - c. Phase II Funding Agreement dated **MONTH XX, YEAR**.

TERMS AND CONDITIONS

In consideration of the above Recitals, which are incorporated into this Agreement, the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. **Defined Terms.** Terms used but not otherwise defined in this Agreement shall have the meaning assigned to such terms in the Funding Agreement.

2. Description.

- 2.1. Premises. County hereby conveys and grants to OJD, and OJD hereby accepts from County, those portions of the building identified as OJD space on **Exhibit A** (the “**Premises**”) located in the Courthouse as shown and legally described on **Exhibit B**. As of the Effective Date of this Agreement, the Premises are approximately **XXXXXX** square feet. If OJD exercises its right to expand into any Expansion Space (as defined in and pursuant to **Section 2.3** below), then that Expansion Space shall become part of the Premises.
- 2.2. Grant of Rights. County’s conveyance and grant to OJD of the Premises includes the exclusive rights to control and use the Premises for the term of this Agreement. This grant includes the right of control over any portions of the Property that were constructed with State funds including without limitation Courthouse Common Areas (defined in **Section 4.2** below).
- 2.3. Right of Expansion. During the Initial Term (defined below), in the event any portion of the Courthouse outside of the Premises becomes available for use (“**Expansion Space**”), OJD shall have the unrestricted first option to use and occupy such portion, rent free, from the County.

3. Term.

- 3.1. Initial Term. The “**Initial Term**” of this Agreement shall begin on **MONTH XX DAY XX YEAR** (the “**Commencement Date**”) and continue until the later of: (a) 25 years; or (b) the final maturity date for the State Bonds. The word “**Term**” is used in this Agreement to describe the Initial Term and any Extension Term (as defined in Section 3.2 below).
- 3.2. Extension of Term. After the Initial Term, OJD and County may agree to extend the Term of this Agreement for consecutive terms (each an “**Extension Term**”). If the Parties agree to extend the Term, all terms and conditions of this Agreement shall apply to any extension except for the Term dates.

4. Courthouse Areas.

- 4.1. Generally. As set forth in the Funding Agreement, OJD has, during the Initial Term of this Agreement, the appurtenant, exclusive right to control and use all portions of the Courthouse constructed with State Bonds, including the Courthouse Common Areas (defined below), Colocation Premises, and Courthouse Supporting Areas (defined below.)
- 4.2. Courthouse Common Areas. In addition to the Premises, the Courthouse contains portions of the building identified as common areas on **Exhibit A, Floor Plans** such as the loading zones, lobby, public restrooms, [*insert other applicable space*], that are provided by County for the appurtenant, nonexclusive use of County, OJD, Colocation Agency, other tenants of the Courthouse and their respective agents, employees and invitees, or the general public (the “**Courthouse Common Areas**”). OJD has the appurtenant, exclusive right to control and use the Courthouse Common Areas. Notwithstanding the prior sentence, OJD grants County, Colocation Agency, other tenants of the Courthouse and their respective agents, employees and invitees, and the general public the nonexclusive right to use the Courthouse Common Areas, in common with other authorized users. Subject to the terms of this provision, OJD

hereby delegates the day-to-day operational control of the Courthouse Common Areas to County provided such areas are maintained for appurtenant, nonexclusive common use. Any proposed changes, including, without limitation, changes in use or physical layout, in the Courthouse Common Areas, must be approved by OJD. OJD may, in its reasonable discretion, revoke the delegations granted under this Section.

- 4.3. Colocation Premises.** In addition to the Premises and Courthouse Common Areas, the Courthouse contains certain portions of the building identified as Colocation Premises on **Exhibit A, Floor Plans**. The County shall enter into a Colocation Space IGA with the Colocation Agency on such terms as outlined in the Funding Agreement.
- 4.4. Courthouse Supporting Areas.** In addition to the Premises, the Courthouse Common Areas, and the Colocation Premises areas, the Courthouse contains certain portions of the building identified for use by County on **Exhibit A, Floor Plans** such as the sally port, that are provided for the use of County in carrying out functions directly supporting court operations in the Courthouse including, without limitation court security, (the “**Courthouse Supporting Areas**”). OJD has the appurtenant, exclusive right to control and use the Courthouse Supporting Areas. Notwithstanding the prior sentence, OJD grants County and its respective agents and employees, the right to use the Courthouse Supporting Areas. Subject to the terms of this provision, OJD hereby delegates the day-to-day operational control of the Courthouse Supporting Areas to County provided such areas are maintained for carrying out functions directly supporting court operations in the Courthouse including court security. OJD may, in its reasonable discretion, revoke the delegations granted under this Section.
- 4.5. Alterations.**
- 4.5.1. Premises. County shall provide OJD with prior written notice of any plans to adjust or modify any portion of the Premises at least 60 days prior to the earlier of: (1) filing a permit application for the adjustment or modification work; or (2) starting work. OJD must consent in writing to any alterations including, without limitation, changes in use or physical layout to the Premises prior to County making or allowing to be made any alterations or changes.
- 4.5.2. Common Areas and Colocation Premises. County shall inform OJD of any plans to materially adjust or modify any portion of the Courthouse Common Areas or the Colocation Premises at least 30 days prior to the earlier of: (1) filing a permit application for the adjustment or modification work; or (2) starting work. OJD must consent in writing to any alterations including, without limitation, changes in use or physical layout to those areas prior to County making or allowing to be made any alterations or changes.
- 4.5.3. Courthouse Supporting Areas. County shall inform OJD of any plans to materially adjust or modify any portion of the Courthouse Supporting Areas at least 30 days prior to the earlier of: (1) filing a permit application for the adjustment or modification work; or (2) starting work if such changes will affect OJD’s ability to use the Courthouse Supporting Areas or will affect the County’s ability to carry out functions directly supporting court operations in the Courthouse, including court security. OJD must consent in writing to any such alterations or changes to Courthouse Supporting Areas prior to County making or allowing to be made any such alterations or changes.

5. **Rent.** OJD shall not pay any rent for the use and occupation of Premises, the Courthouse Common Areas, and the Courthouse Supporting Areas during the Term of this Agreement.
6. **Use of Premises.**
- 6.1. OJD Use. OJD may use the Premises for any and all purposes related to the operation of the Morrow County Circuit Court (the “**Court**”) and activities related thereto, including, but not limited to, court operations, business operations, administrative support, office use, and OJD supplies and equipment storage.
- 6.2. County Use.
- 6.2.1. The County agrees that no portion of the Courthouse that was constructed using Article XI-Q bonds may be used for Private Use by a Private Person.
- 6.2.1.1. For the purposes of this Agreement, “Private Person” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.
- 6.2.1.2. “Private Use” means, subject to certain exceptions, the use of a portion or all of the Courthouse by a Private Person if such use is other than as a member of the general public.
- 6.2.1.3. Private Use can include ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public.
- 6.2.1.4. Use by employees of the County solely in their capacity as employees ordinarily will not be considered Private Use.
- 6.2.2. County agrees that until the State Bonds mature or full payment of the Defeasance Costs of the State Bonds, whichever occurs first, the Courthouse shall not be sold, leased, subleased, or otherwise transferred without prior written approval of the State (OJD, DAS, and DOJ) to confirm that the proposed changes do not adversely impact the tax-exempt status of the Article XI-Q bonds.
7. **Hours of Facility Operation.** The Courthouse shall be open and fully accessible to the public during Normal Business Hours. “**Normal Business Hours**” means **TIMEXX** a.m. to **TIMEXX** p.m., Monday through Friday, except during federal or State of Oregon holidays. Court operating hours may differ from Courthouse operating hours.
8. **Security and Safety.**
- 8.1. Generally. Pursuant to Oregon laws including but not limited to ORS 1.178, 1.179, 1.180, 1.185 and 1.187, the County is responsible for providing suitable and sufficient court facilities for the State, including suitable and sufficient security for the Courthouse.
- 8.2. Minimum Physical Security Standards. Without limiting the generality of Section 8.1 above, County shall comply with the Funding Agreement’s **Exhibit C** – Courthouse Design Criteria

as modified by the Funding Agreement's **Exhibit F** – Rider to Courthouse Design Criteria, and OJD Minimum Physical Security Standards Version 1.0 dated November 2, 2010, as updated from time to time.

8.3. Access Control Systems. If the access control systems (aka keycard systems) are managed or co-managed by the County, the County shall not provide anyone with access to the Premises without the prior written approval of the OJD. Further, County shall provide to OJD, at no cost, copies of door logs requested by OJD. For door log requests from OJD arising from an emergency, a public records request or any other time sensitive obligations, as determined by OJD, County shall provide the requested door log within 24 hours of OJD's request. For any other requests from OJD, County shall provide the door log within 10 business days.

8.4. Security Cameras.

8.4.1. If security cameras or other similar equipment installed in the Project have audio capability, County shall ensure such ability is disabled/turned off at all times for any cameras or other similar equipment located in the Premises, unless otherwise specifically directed by OJD in writing.

8.4.2. County shall not install security cameras located in courtrooms in a manner that shows the work surface of the judges or clerks' bench/workstation.

8.4.3. OJD shall be the custodian or a co-custodian of all security camera footage of any areas within the Premises.

8.4.4. County shall ensure any security camera located in courtrooms are installed in a manner to ensure jury members remain anonymous (i.e., not identifiable.)

8.4.5. If County receives a public records request for security footage of any part of the Premises, County shall forward all such public records requests to OJD. County agrees OJD will be responsible for responding to such public records requests. Further, County shall provide to OJD, at no cost, copies of all video footage requested by OJD. For video coverage requests from OJD arising from an emergency, a public records request, or any other time sensitive obligations, as determined by OJD, County shall provide the requested footage within 24 hours of OJD's request. For any other requests from OJD, County shall provide the footage within 10 business days.

8.5. Conflicts. In the event of any conflicts between the terms of any of the above requirements including but not limited to court security plans adopted under ORS 1.180, the requirement that provides the greater rights, security, and protection for OJD shall control.

9. Maintenance, Repair and Utilities.

9.1. County's Obligations. As part of its obligations under ORS 1.185 and 1.187, County shall perform all maintenance, repair and replacement suitable and sufficient to provide and maintain the Courthouse and necessary for the operation of the Courthouse (including but not limited to the Premises, the Courthouse Common Areas). Further, County shall provide, at its own expense, all utilities and services, including, without limitation, maintenance and janitorial services, to the Courthouse including, without limitation, the Premises and

Courthouse Common Areas.

9.2. OJD's Obligations. Except as provided in ORS 1.185(1), OJD shall provide the supplies, materials, equipment and other personal property necessary for the operation of the Court as required by ORS 1.187.

10. Quiet Enjoyment. Subject to the terms and conditions of this Agreement, OJD shall peaceably and quietly have, hold, and enjoy the Premises during the Term, without any interruption or disturbance from County or any party claiming by, through or under County. Without limiting the prior sentence and except in cases of emergency, neither County nor its employees, agents, contractors, guests, and invitees shall have access to the Premises without OJD's prior consent. Such consent may be conditioned on requiring escorted access. In the case of emergency access, County shall inform OJD of the access as soon as practicable.

11. Force Majeure. If the performance by either Party of any provision of this Agreement is prevented or delayed by any strikes, lockouts, labor disputes, other public emergency, acts of God, fire or other casualty, or other cause beyond the reasonable control of the Party from whom performance is required (each an "**Event of Force Majeure**"), the Party will be excused from such performance for the period of time equal to the time of that prevention or delay. The Party so excused shall, upon cessation of the Event of Force Majeure, diligently pursue performance of its obligations under this Agreement.

12. Parties' Contribution for Third-Party Claims; Indemnification by Third Parties.

12.1. Generally. If any third party makes any tort claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "**Third-Party Claim**") against a party (the "**Notified Party**") with respect to which the other party (the "**Other Party**") may have liability, the Notified Party shall promptly notify the Other Party of the Third-Party Claim and deliver to the Other Party, along with the notice, a copy of the claim, process and all legal pleadings with respect to the Third-Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section, and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing, are conditions precedent to the Other Party's contribution obligation under this Section with respect to the Third-Party Claim.

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

- 12.3. County Contribution.** With respect to a Third-Party Claim for which County is jointly liable with OJD (or would be if joined in the Third-Party Claim), County shall contribute to the amount of expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OJD in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OJD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OJD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if County had sole liability in the proceeding.
- 12.4. Other Claims.** The parties shall take all reasonable steps to cause their contractor(s) that are not units of County or OJD as defined in ORS 190.003, if any, to indemnify, defend and hold harmless the other party and their officers, employees and agents (the "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of that contractor or any of the officers, agents, employees or subcontractors of the contractor. The parties specifically intend that the Indemnitee shall, subject to ORS 30.140, in all instances, except for claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all claims to the extent the damages are caused by the contractor's fault.

13. Indemnity; Release – Claims Other than Torts.

- 13.1.** Except for Third-Party Claims and contractor tort claims as provided in **Section 12** above, to the extent authorized by law, the County shall defend, indemnify, save and hold harmless and release the State, Treasury, DAS, OJD and their respective officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, federal arbitrage and rebate penalties, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by the County or its officers, employees, contractors, or agents in connection with the Funding Agreement, the Project, prevailing wage requirements, or the tax-exempt status of State Bonds funding the Project, including without limitation any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Oregon Bureau of Labor and Industry, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of County, or its officers, employees, contractors, or agents .
- 13.2.** Notwithstanding the foregoing, neither the County nor any attorney engaged by the County may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may the Grantee settle any Non-

Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, the County will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this Section are not to be construed as a waiver by the State of Oregon, DAS, County or OJD of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the of the United States or other laws of the State of Oregon. If attorney fees are awarded to the County such attorney fees shall not exceed the rate charged to DAS by its attorneys.

14. Notice.

14.1. Generally. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 14.2 below to the address of the Parties set forth in Section 14.3 below, unless a Party modifies its address by notice to the other Parties. The phone numbers listed in Section 14.3 below are for convenience only, and any information delivered by phone to a Party shall not constitute notice under this Agreement.

14.2. Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email	the day sent (unless sent after 5:00 p.m., P.T., in which case the email shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt, or five days after the mailing date if delivery is refused
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

14.3. Addresses:

County	OJD
NAME County	Oregon Judicial Department
ATTN: FIRST NAME LAST NAME	ATTN: FIRST NAME LAST NAME
MAILING ADDRESS	MAILING ADDRESS
CITY STATE ZIP CODE	CITY STATE ZIP CODE
Email:	Email:
Phone:	Phone:
<i>With copy to:</i>	<i>With copy to:</i>
TITLE	Oregon Judicial Department
ATTN: FIRST NAME LAST NAME	ATTN: FIRST NAME LAST NAME

MAILING ADDRESS	MAILING ADDRESS
CITY STATE ZIP CODE	Salem, OR 97301
Email:	Email:
Phone:	Phone:

15. Miscellaneous.

- 15.1.** Time is of the Essence. Time is of the essence in the performance of the terms of this Agreement.
- 15.2.** Calculation of Days. Any reference in this Agreement to “days” shall mean calendar days, unless specified as “business days.” A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.
- 15.3.** No Third-Party Beneficiaries. County and OJD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 15.4.** Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provisions held to be invalid.
- 15.5.** Waiver. The failure by a Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
- 15.6.** Consent. Unless otherwise specifically stated herein, any consent by a Party shall not be unreasonably withheld, conditioned or delayed.
- 15.7.** Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any Claim between OJD (or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each Party hereby consents to the exclusive jurisdiction of the foregoing courts, waives any objection to venue and waives any claim that such forums are an inconvenient forum. In no event shall this Section or any other provision of this Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise.
- 15.8.** Amendments. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind a Party unless in writing and signed by all Parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 15.9.** Insurance: Upon the commencement of this Agreement and through the remainder of the Term of this Agreement, the County shall maintain in full force and effect throughout the entire term of this Agreement, property insurance for the perils of all risks of direct physical loss or damage including earthquake and flood covering the Courthouse in an amount at least equal to the amount of the Project Financing (as defined in the Master Funding Agreement and subsequent Phase Agreements to it). Insurance proceeds from an insured loss affecting

the Courthouse shall be exclusively used by the County to rebuild, repair and restore the Courthouse in a manner consistent with the terms of this Agreement. The County shall consult with OJD regarding the plans for rebuilding, repairing and restoring the Courthouse and such plans shall be subject to OJD's approval, which shall not be unreasonably withheld. The County shall provide a properly executed certificate of insurance to OJD on or before the Commencement Date of this Agreement, and thereafter at least 30 Calendar Days prior to the effective date of any renewal or replacement policy. The policy shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. The policy shall be written by an insurance company that meets or exceeds an A VII rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A VII. The County shall provide OJD notice of any cancellation or material modification to the policy at least 30 Calendar Days prior to the effective date of such cancellation or change. Notwithstanding the foregoing, the County may satisfy its insurance obligations through its existing self-insurance program, provided that such self-insurance program is at the same level, and under the same conditions, as if the above commercial general liability insurance had been procured. The County's self-insured deductible for such commercial general liability insurance shall not exceed \$100,000 for each loss. Self-insurance is not allowed for other insurance coverages.

- 15.10. Defeasance Costs.** County shall be liable for any County breach of this Agreement. Upon the County's breach, OJD remedies include the right to recover from the County any General Funds or the Defeasance Costs for any State Bonds.
- 15.11. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- 15.12. Exhibits.** All attachments, addenda, schedules and exhibits which are referred to in this Agreement are incorporated into this Agreement.
- 15.13. Survival.** All provisions of this Agreement that would reasonably be expected to survive the expiration or earlier termination of this Agreement shall do so.
- 15.14. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 15.15. Electronic Signatures and Counterparts.** This Agreement and any amendments hereto may be executed via electronic signature and in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

[NEXT PAGE IS THE SIGNATURE PAGE]

County and OJD, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

COUNTY:

Morrow County, an Oregon political subdivision:

Print Name: _____
Title: _____
Signature: _____
Date: _____

Reviewed for Morrow County

JUSTIN NELSON - COUNTY COUNSEL/DISTRICT ATTORNEY
FOR MORROW COUNTY, OREGON:

By: _____
Name: Justin Nelson, County Counsel/District Attorney
Date: _____

OJD:

The State of Oregon, acting by and through the Oregon Judicial Department

Print Name: _____
Title: _____
Signature: _____
Date: _____

OJD Legal Approval:

By: _____
Name: _____
Date: _____

Note: Sample Exhibits to Exhibit E- Form of OJD Space Intergovernmental Agreement, are not included in the MFA.

Exhibit F

Rider to Courthouse Design Criteria

This **Exhibit F** amends **Exhibit C**, Courthouse Design Criteria, as follows:

Revise Section I. General Facilities Design Assessment Criteria as follows:

1. Revise Section I. - #1. Building Configuration as follows:

1.1 Delete the 1st Bullet under this #1 in its entirety and replace with the following:

“• High public contact functions (e.g., jury assembly room, transactions counters, etc.) are located on the ground floor or the primary public entrance level”

1.2 Delete the 2nd Bullet under this #1 in its entirety.

1.3 Delete the 3rd Bullet under this #1 in its entirety and replace with the following:

“• Functions requiring higher security levels (e.g., in-custody transport and movement) are located on below ground floors with secure circulation pathways, including vertically, through building.”

1.4 Delete the 4th Bullet under this #1 in its entirety and replace with the following:

“• Internal circulation patterns are set apart into three separate and distinct zones: public; private (for court staff); and secured circulation for in-custody persons. (See Section IX.)”

2. Revise Section I. - #2. Public Service Requirements (including Fire, Life, Safety) as follows:

2.1 Under the bullet point for Public waiting areas under this #2:

2.1.1 Delete the first sub-bullet point under the bullet point for Public waiting areas in its entirety and replace it with the following:

“• Include sufficient, durable and floor-anchored seating”

2.1.2 Delete the third sub-bullet point under the bullet point for Public waiting areas in its entirety and replace it with the following:

“• Have easy access to restrooms and water fountains.”

2.1.3 Delete the fifth sub-bullet point under the bullet point for Public waiting areas in its entirety and replace it with the following:

“• Located to minimize noise transmission to courtrooms.”

3. Revise Section I. - #8. Plumbing and Electrical:

3.1 Delete first sub-bullet under bullet point for Plumbing in its entirety and replace it with the following:

“o All restroom facilities and drinking fountains meet building codes, including ADA requirements.

- In addition to multi-occupancy restroom facilities, provide adequate number of single-occupancy restroom facilities.”

4. Revise Section I. - #9. Information Systems and Communications as follows:

4.1 Delete the 2nd Bullet point under this #9 in its entirety and replace with the following:
 “• Designated computer or telecommunications rooms or closets (e.g., Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF), server rooms) require increased cooling capacity to maintain temperatures between 66 and 78 degrees Fahrenheit, redundant (i.e., backup) power, located to reduce the risk of flooding, and with an individual thermostatic control.”

4.2 Delete the 3rd Bullet point under this #9 in its entirety.

4.3 Add the following additional Bullet points at the end of #9:

- “• Building shall have distributed antenna systems for cell service and data accessibility (e.g., WiFi) for court staff.
- Designated computer or telecommunications rooms or closets (e.g., MDF, IDF, server rooms) containing OJD equipment (e.g., servers, audio-visual equipment) shall be accessible only by OJD staff.
 - All OJD equipment must be able to be maintained within secure areas only accessible by OJD.
- Designated computer or telecommunications rooms or closets (e.g., MDF, IDF, server rooms) shall be monitored by cameras.”

5. Revise Section I. - #10. Lighting:

5.1 Add the following additional Bullet point at the end of #10:

- “• Lighting controls incorporating sensors shall be utilized for courtrooms to manage lighting levels during trials.”

6. Revise Section I. - #11. Acoustics:

6.1 Add the following additional Bullet point at the end of #11:

- “• Sound transmission shall be minimized at attorney-client conference rooms, judge’s chambers, jury rooms, and courtrooms”

7. Revise Section I. - #12. Parking; Vehicular and Pedestrian Access:

7.1 Add the following additional Bullet Point at the end of #12:

- “• Provides adequate parking for jurors and prospective jurors.”

B. Revise Section II. Courtroom Assessment Criteria as follows:

1. Revise Section II. - #3. Courtroom Areas as follows:

1.1 Add the following additional sub-bullet at the end of each of the first three Bullet point headings (Judicial officers bench, Courtroom clerk’s station, and Witness stand) under #3 of Section II.:

“○ Ballistic panels are installed in all judicial officer’s benches, court clerk workstations, and witness stands”

1.2 Under the Bullet point for Other Areas and Features under this #3:

1.2.1 Delete the 2nd sub-bullet in its entirety.

1.2.2 Delete the 4th sub-bullet in its entirety and replace with the following:
 “○ Silent duress alarms are located in the judges’ bench and courtroom clerk’s area.”

C. Revise IV. Jury Assembly and Deliberation as follows:

1. Revise Section IV. - #1. Jury Assembly as follows:

1.1 Under Section 1. Jury Assembly, under the 1st main Bullet point for Jury assembly room/information presentation area:

1.1.1 Delete the 3rd sub-bullet point in its entirety and replace it with the following:
 “○ Working areas are provided with data connections, WiFi connectivity, and electrical power for computers.”

1.1.2 Delete the 4th Bullet point in its entirety and replace it with the following:
 “○ Restroom facilities and coatrooms are adjacent to the jury assembly room.”

D. Revise VII. Alternative Dispute Resolution as follows:

1. Delete the Note at the beginning of this Section in its entirety and replace it with the following:
 “Note: Dedicated space for provision of alternative dispute resolution services including for mediation for small claims, domestic relations and FED is part of the courthouse facilities.”

E. Revise VIII. Court Security as follows:

1. Add the following new #4 to the end of Section VIII. Court Security:

“4. Without limiting the generality of the requirements under other Sections of the Courthouse Design Criteria, the following additional security standards and requirements must be met:

- **Access Control Systems:** These systems are often referred to as “keycard” systems because they use a special card to open electronically controlled locks on building or office doors.
 - The access control system must be established to limit access to court spaces and improve the security of judges and court staff.

- The access control system must be capable of tracking and retaining records of all entry through the use of such “keycard” systems for not less than one year.
 - The access control system will protect all perimeter doors entering court spaces and other selected doors as appropriate.
 - The Circuit Court will manage its own access control system with support from the Marshal’s Office or co-manage the system with other governmental agencies owning or sharing the court facility.
 - If co-managing the system with other governmental agencies owning or sharing the court facility, the other governmental agencies owning or sharing the court facility shall not provide anyone with access to non-public court areas of the court facility without the prior written approval of the court.
 - Access control databases must be reviewed annually.
- **Security Camera Systems.** Security camera systems must provide the Circuit Court with the ability to visually monitor critical areas of the court facility, review incidents captured on video, and retain a record of events for a minimum of 30 days. Security camera systems must be monitored by court staff or other public safety personnel.
 - If security camera systems have audio capability, such ability must be able to be disabled/turned off.
 - Security camera systems installed within courtrooms or judges’ chambers must be located in court approved locations.
 - **Duress Alarm Systems.** These electronic systems must provide emergency signaling to local law enforcement by means of a transmitter located in areas where judges and staff come in contact with in-custody defendants and the public. Duress systems, at a minimum, must be tested every six months. Tests should include the end users where buttons are located at least once a year.
 - **Court Security Screening Station.** A staffed screening station, including x-ray and magnetometer will be established at the single public entrance to the court facility and operated during the hours in which the court is conducting business.
 - **Transparent Barriers.** Transparent barriers with ballistic protection will be installed at all counters where cash is handled.
 - **Emergency Equipment.** All court facilities must have emergency lighting, fire alarm systems, first-aid kits, and fire extinguishers in accordance with building code and fire service requirements.

- **Automated External Defibrillators (AED).** Each court facility must have an AED and court staff will be trained to operate the defibrillators. Under ORS 431A.455, the AED(s) will be furnished and maintained by the county in county-owned facilities.
- **Mail Handling.** Each court facility must have x-ray and magnetometer screening equipment accessible by court staff to allow court staff to screen or have screened suspicious mail and packages.”

G. Revise Section IX. In-Custody Defendant Area:

1. Revise #2. In-Custody Receiving, Holding and Transportation components as follows:

1.1 Add the following Bullet point to the end of the section:

- “• Any in-custody receiving and holding components to be used for juveniles shall comply with all applicable provisions of ORS 419A.063, 34 U.S.C. §§11131-11133, and 28 C.F.R. §31.303.”

H. Revise Section X. Facilities Technology Recommendations as follows:

1. Revise #1. Power as follows:

1.1 Delete the 2nd Bullet point in its entirety and replace with the following:

- “• Redundant (backup) power supplies (UPS) sufficient to provide not less than 15 minutes of battery power in the event of power interruption to computer or telecommunications rooms or closets (e.g., MDF, IDF, server rooms) and other critical technology components.”

1.2 Add the following additional Bullet at the end of #1 of Section X.:

- “• Minimum of four (4) plug-ins for each workstation”

2. Revise #2. Voice/Data as follows:

2.1 Delete the first Bullet point in its entirety and replace it with the following:

- “• Minimum of four (4) recessed data-ports on separate circuits, for each workstation or laptop computer.”

2.2 Add the following additional bullet point at the end of #2 of Section X:

- “• Desktop phones to be voice over internet protocol (“VOIP”).”

The following new Section XI. is added to the end of Exhibit C, Courthouse Design Criteria:

“XI. Colocation Agency Space Design Criteria

- 1. Oregon Public Defense Commission (OPDC) Space Requirements:** The public defender system is well established as a part of the justice system. Most of the work

undertaken by the public defender is related to pretrial, trial, and pre-sentencing. In general, space needs for the public defender's offices are similar to those of the prosecutor's office.

The public defense office should be located in the courthouse, but in an area distinctly separate from the prosecutor's office. This is necessary to establish a clear separation between the competing interests represented by each office. The public defender will have defendants visiting the office, and they should not come into close contact with witnesses that may be visiting the prosecutor's offices.

a. OPDC Design Criteria:

- Design and finish level should be similar to the District Attorney's offices
- Space needs to include the following:
 - Reception area (secure reception with waiting area)
 - Private offices for attorneys
 - Each office approx. 120 sq ft
 - Hotel space for paralegals or staff to use on a drop in basis
 - Small conference room / interview room
 - Small storage space
- Space needs to be quiet and secure with appropriate lighting (including natural light if possible) and HVAC
- Space needs to have sufficient distance from District Attorney's space to avoid witness interaction between parties
- Clients need to be able to enter the space from public circulation zones
- Space needs to be secure between reception lobby and office area. Duress alarm and security camera should be located at reception
- Standard power and voice/data throughout for working office conditions.
 - Dedicated power for copier / scanners
 - Power in reception area at each wall and in conference / interview spaces
- Each work station or office must accommodate a computer workstation with dual video display monitors, a printer, document scanner, and phone. Each work station or office, therefore, shall have a minimum of two quadruplex electrical outlets and one dedicated computer power receptacle, two data jacks and one phone jack (3 CAT6 lines)."

**MORROW COUNTY COURTHOUSE
PHASE FUNDING AGREEMENT FOR PHASE I**

THIS MORROW COUNTY COURTHOUSE PHASE FUNDING AGREEMENT FOR PHASE I (this “Phase I Agreement”) is made by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Morrow County, Oregon (the “County”).

Project Summary

Project Title: Morrow County Courthouse

County: Morrow County

Phase: Phase I

State Funds for Phase I: \$2,000,000.00 (Article XI-Q bonds)

Phase Completion Date: April 30, 2026

Estimated Project Completion Date: December 31, 2027

Terms and Conditions

- 1. Master Funding Agreement.** As anticipated in the Morrow County Courthouse Master Funding Agreement effective _____, 2026, (“Master Agreement”) the parties enter into this Phase I Agreement. This Phase I Agreement incorporates all the terms of the Master Agreement as if fully set forth herein. In the event of a conflict between this Phase I Agreement and the Master Agreement, this Phase I Agreement shall control.
- 2. Effective Date and Term.** This Phase I Agreement is effective on the date all required signatures and approvals are obtained (“Effective Date”). The term of this Phase I Agreement shall be from the Effective Date through the date the parties fulfill their obligations hereunder, unless it is sooner terminated pursuant to the provisions of the Master Agreement.
- 3. Agreement Documents.** This Phase I Agreement consists of the following documents, which are listed in descending order of precedence: this Phase I Agreement, less all Exhibits; attached **Exhibit A** (Phase Work for Phase I); and **Exhibit B** (Benchmarks for Phase I). The above referenced Exhibits which are attached to this Phase I Agreement are incorporated into this Phase I Agreement by this reference.

- 4. Phase-Specific Definitions.** The following capitalized terms defined in Section 4 of the Master Agreement shall have the following meanings for the purposes of this Phase I Agreement:
- a. “Benchmarks” means the items set forth in **Exhibit B**.
 - b. “County Contribution” means the amount of \$2,000,000.00 that, as of the Effective Date, the County has agreed to provide for Authorized Costs.
 - c. “Phase Completion Date” means **April 30, 2026** (or as may be extended by the agreement of the parties).
 - d. “Phase Work” means the County’s planning work (including efforts to obtain land use entitlements and other governmental approvals required for the Project) and design work (completion of Final Plans) for the Project, including those items set forth in **Exhibit A**.
 - e. “State Funds” means the amount of \$2,000,000.00 that, as of the Effective Date, the State of Oregon has agreed to provide for Authorized State Costs for Phase I.
 - f. “State’s Proportionate Share” means the following:
 - i. 100%, which is the portion of the costs of the Phase I Authorized Costs attributable to the Initial Planning Costs; and
 - ii. 85% which is the portion of the costs of the Phase I Authorized Costs, other than costs under Section 4(f)(i) above, that are eligible for payment by State Funds.
- 5. Funding.**
- a. As noted in the Master Agreement, a condition precedent to the release of any State Funds under this Phase I Agreement is the unqualified approval by the Chief Justice and DAS of the Project Application as modified and supported by the supplemental information submitted by the County to OJD.
 - b. The State of Oregon has agreed to contribute the State Funds. The State Funds are from the Article XI-Q bonds in the amounts described above in the Project Summary.
 - c. The State may authorize additional State Funds for the Project, but the State has no present obligation of any kind to provide additional funding, other than the State Funds for this Phase I.
 - d. The parties may enter into a Phase Funding Agreement for Phase II, subject to the provisions of Section 13 below.
- 6. Representations, Warranties and Covenants of the State and County.**
- a. The State represents, warrants and covenants as follows:
 - i. This Phase I Agreement has been duly authorized by the State and, subject to other terms and provisions contained in this Phase I Agreement, constitutes a valid and binding agreement of the State that is enforceable against the State in accordance with its terms.
 - ii. The State has taken all actions required by the legislature for the State to acquire and use the State Funds during this biennium, and the State Funds are now available, or will be available as needed during this

- 8. Maximum State Contribution for State Funds.** Unless the amount of State Funds is increased after the Effective Date, the State's maximum monetary obligation with respect to this Phase shall not exceed **\$2,000,000.00**. In the event that the costs of this Phase exceed the Project Financing and the parties have not amended this Phase I Agreement or entered into a Phase Funding Agreement for Phase II agreeing to the payment of the excess costs, the County shall be responsible for all additional costs, and the County shall have no claim against the State for any amount that exceeds the amount of the State Funds.
- 9. Initial Plans; Review and Comment; Changes.**
- a. Review and Comment Rights on Design.** OJD shall have the right to review and comment on all Project design documents to ensure consistency with the Initial Plans. However, this review and comment by OJD on the Project design documents and related matters shall not relieve the County of full responsibility for the design and construction of the Project in accordance with the terms of the Initial Plans and all other requirements nor in any way limit OJD's rights to review and approve or disapprove that the Project has been completed in accordance with the Initial Plans and all other requirements.
- b. Material Changes.** "Material Change" means any of the following proposed changes to the Project:
- i.** A reduction or relocation of more than 50 square feet on a single floor that houses the State Premises.
 - ii.** A reduction or relocation of more than 100 square feet on the ground floor of the Project.
 - iii.** Any change in the Project Schedule that affects the Phase Completion Date.
 - iv.** Any change that is equal to or more than 1% of the Project Budget.
 - v.** Any changes or modifications to the State Premises or any changes, modifications, or adjustments to State's ability to occupy, enjoy, operate, and control the State Premises and any changes to the Project Common Areas.
- c. Material Changes Requiring OJD approval.** The County shall not make or allow any Material Changes to the Project design, except as set forth in this Section 9. The County shall promptly provide the Trial Court Administrator and the State Project Monitor with notice of any proposed Material Change. The Trial Court Administrator and the State Project Monitor shall have seven Business Days after receipt of such notice to review and respond. Any Material Change is subject to OJD's advance written approval, not to be unreasonably withheld.
- d. Resolution of Conflicts by the Parties.** In the event of a conflict under this Section, the parties may utilize the dispute resolution procedures in Section 7 of the Master Agreement to assist in resolving the dispute.

- 10. Phase Work.** The County shall perform the Phase Work in strict compliance with the requirements of Section 15 of the Master Agreement. The County shall perform all the work necessary for completion of the Phase Work listed in **Exhibit A**. The County will collaborate and cooperate with the State, regarding all matters relating to the Phase Work.
- 11. Benchmarks.**
- a. The County shall meet all Benchmarks.
 - b. The County shall use all commercially reasonable efforts to timely meet the Benchmarks by the Phase Completion Date.
 - c. The County shall be deemed to have met the Benchmarks if the State, in its reasonable discretion, approves in writing the receipt and completion of each Benchmark as further described in **Exhibit B**.
- 12. Phase Work Authorized Costs: Specific Inclusions.** Authorized Costs are governed by the terms of the Master Agreement including Section 10 of the Master Agreement, as well as this Section.
- a. **Specific Inclusions.** Subject to the terms of the Master Agreement, Authorized Costs for the Phase Work include the following capital costs related to the Phase Work:
 - i. costs of the State Project Monitor;
 - ii. costs of Alliance Management & Construction Solutions, project consultant for the County;
 - iii. costs of DLR Group Architecture & Engineering, Inc., architectural/engineering consultant for the County; and
 - iv. costs of Bouten Construction, CM/GC for the County.
 - b. **Specific Exclusions.** In addition to the costs excluded from Authorized Costs under the Master Agreement, the parties agree Authorized Costs under this Phase I Agreement also do not include any of the following:
 - i. Any costs related to sites other than the Project Parcel including, without limitation, costs related to the Kinzua Mills site; and
 - ii. Any costs related to environmental studies or abatement of the Project Parcel.
- 13. Phase II Funding Agreement.**
- a. **Generally.** The parties may enter into the Phase Funding Agreement for Phase II, to memorialize their other obligations and understandings regarding Phase II, only if the County meets the Benchmarks by the Phase Completion Date (as it may be extended by the agreement of the parties), and the Phase II State Funds have been allocated by the Oregon Legislative Assembly and are available.
 - b. **County Notice.** The County shall provide 90 Calendar Days' notice to the State in advance of the estimated date of the County's completion of the Benchmarks.

- c. **Execution.** The parties shall use their good-faith efforts to negotiate and execute a Phase Funding Agreement for Phase II within 30 Calendar Days after the County meets the Benchmarks.
 - d. **Excess State Funds.** In the event the parties enter into the Phase Funding Agreement for Phase II and not all of the State Funds have been disbursed to the County pursuant to this Phase I Agreement, any such excess funds shall be added to the State Funds for Phase II.
 - e. **Excess Deposits to County Contribution.**
 - i. In the event the County deposits into the Fund any amount of the County Contribution, the parties enter into the Phase Funding Agreement for Phase II pursuant to this Section 13, and the amount of the County Contribution deposited exceeds the amount credited to the County Contribution pursuant to Section 12(e) of the Master Agreement, any such excess amount shall be added to the County Contribution for Phase II.
 - ii. In the event the County deposits with OJD any amount of the County Contribution, the parties do not enter into the Phase Funding Agreement for Phase II pursuant to this Section 13, and the amount of the County Contribution deposited exceeds the full amount credited to the County Contribution pursuant to Section 12(e) of the Master Agreement, any such excess amount shall be returned to the County.
14. **Survival.** All provisions of this Phase I Agreement intended by their terms to survive termination or expiration shall survive termination or expiration of this Phase I Agreement, including but not limited to all provisions of this Phase I Agreement set forth under the following Section headings:
- 10 – Phase Work

[remainder of page intentionally left blank]

The State and the County, by execution of this Phase I Agreement, each hereby acknowledge that each has read this Phase I Agreement, understands it and agrees to be bound by its terms and conditions.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____
Title: _____
Signature: _____
Date: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____
Title: _____
Signature: _____
Date: _____

Approved as to Legal Sufficiency for the State:

By: Wendy Johnson
Sr. Assistant Attorney General
Date: Email approval date of _____ on file with DAS and OJD

Morrow County, Oregon (County):

Print Name: _____
Title: _____
Signature: _____
Date: _____

Reviewed for the County:

JUSTIN NELSON, COUNTY COUNSEL/DISTRICT ATTORNEY
FOR MORROW COUNTY, OREGON

By: _____
Justin Nelson, County Counsel/District Attorney
Date: _____

Exhibit A**Phase Work for Phase I**

- Receive unqualified approval of the Project Application from Chief Justice and DAS.
- Prepare and issue the Request for Proposal (RFP) for construction manager/general contractor services for Phase II.
- Perform and complete Project Parcel due diligence.
- Prepare and submit to OJD the Project Schedule.
- Prepare and submit to OJD the Project Budget.
- Prepare and submit to OJD the Final Plans (100% Construction Documents).
- Obtain and submit to OJD a report from a title insurance company that shows the County owns fee simple title to the Project Parcel.

Exhibit B**Benchmarks for Phase I**

- Receive unqualified approval of the Project Application from the Chief Justice and DAS
- Complete, issue, and award the Request for Proposal (RFP) for construction manager/general contractor (CM/GC) services for the Project.
- Complete the Project Parcel due diligence.
- Receive OJD's acknowledgement of the Project Schedule.
- Receive OJD's acknowledgement of the Project Budget.
- Receive OJD's written approval of the Final Plans (100% Construction Documents).
- Submit for OJD's approval a report from a title insurance company that shows the County owns fee simple title to the Project Parcel.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

Presenter at BOC: Kevin Ince, Finance Director

Date Submitted: May 27, 2026

Department: Finance

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: Financial Policy Approval

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

During the prior grant compliance review conducted by Oregon DOJ for the Victims of Crime Act (VOCA), and Criminal Fines Account (CFA) grants, there were compliance findings that require action by the County in order to maintain eligibility for this funding. Of the compliance findings, there were some that require implementation or documentation of internal control policies and updates to existing policies.

- New Policies:
 - Segregation of Duties Policy
 - Non-Cash Donations and Contributions Policy
- Policy Update:
 - Employee Policy 7L County Fraud, Theft, Loss of County Property

The internal controls defined in the new policies, for the most part, already exist in processes that are independently reviewed and tested as part of the County's financial audit. However, best practices, federal regulations, and grant regulations require certain financial policies to be documented.

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

N/A

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

1. Motion to approve resolution R-2026-14 adopting the Segregation of Duties Policy.
2. Motion to approve resolution R-2026-12 adopting the Non-Cash Donations and Contributions Policy
3. Motion to approve resolution R-2026-13 approving and adopting the changes to policy 7L-County Fraud, Theft, & Loss of County Property

5. Reviewed By:

Kevin Ince, Finance Director

Created/Initiated - 5/27/2026

Matthew Jensen, County Administrator
Justin Nelson, County Counsel/District Attorney

Approved - 5/28/2026
Final Approval - 5/29/2026

6 . ATTACHMENTS:

1. R-2026-12 Adoption of Policy FIN.008 - Non-Cash Contributions and Donations Policy w-Intake Form
2. R-2026-13 Modification of Employee Policy 71-County Fraud, Theft & Loss of Property
3. 7L County Fraud, Theft, Loss of County Property Policy REDLINE
4. R-2026-14 Adoption of Policy FIN.007 - Segregation of Duties

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

IN THE MATTER OF ADOPTION OF)	
POLICY: FIN.008 NON-CASH)	RESOLUTION NO. R-2026-12
CONTRIBUTIONS AND DONATIONS)	

WHEREAS, Morrow County may receive offers of non-cash contributions, donated property, equipment, materials, supplies, services, improvements, works of art, historical items, or other things of value intended to support County programs, facilities, services, or public purposes; and

WHEREAS, the Board of Commissioners recognizes that non-cash contributions and donations may provide public benefit, but may also create financial, operational, legal, ethical, maintenance, insurance, valuation, accounting, ownership, disposal, and administrative obligations for the County; and

WHEREAS, ORS 203.010 authorizes a county, as a body politic and corporate, to purchase and hold lands and personal estate for the use of the county, to make necessary contracts, and to perform other necessary acts relating to county property and concerns; and ORS 203.035 authorizes the county governing body to exercise authority over matters of county concern, subject to applicable law; and

WHEREAS, the Board finds that a formal policy is necessary to ensure that donations are reviewed, documented, valued, accepted, recorded, and safeguarded in a consistent manner before the County assumes ownership, responsibility, or related obligations; and

WHEREAS, the policy supports public stewardship, transparency, auditability, internal control, governmental accounting requirements, and compliance with applicable ethics and records-retention obligations;

NOW, THEREFORE, BE IT RESOLVED, that the Morrow County Board of Commissioners hereby adopts policy **FIN.008 Non-Cash Contributions and Donations** attached hereto.

Dated this 3rd day of June, 2026.

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Chair

Jeff Wenholz, Commissioner

August Peterson, Commissioner

Morrow County

Non- Cash Contributions and Donations

Finance Policy: FIN.008

APPROVED & ADOPTED June 3, 2026, by Resolution No. R-2026-12



Morrow County

Non-Cash Contributions and Donations Policy

Finance Policy: FIN.008

APPROVED & ADOPTED June 3, 2026, by Resolution No. R-2026-12

Policy Owner / Responsible Official	Finance Director/County Accountant
Applies To	All County departments, offices, elected officials, appointed officials, employees, volunteers, contractors, funds, assets, and records involving non-cash contributions or donations
Control Framework	ORS 203, ORS 244, ORS 294, Oregon Local Budget Law, GASB Statements 33 and 72, GFOA best practices, COSO, and U.S. GAO Green Book
Effective Date	Upon adoption
Review Cycle	At least every three years, or sooner upon material legal, accounting, audit, staffing, system, or process changes

1. Purpose

The purpose of this policy is to establish Countywide standards for the review, acceptance, valuation, recording, safeguarding, use, reporting, and disposition of non-cash contributions and donations received by Morrow County. The policy is intended to ensure that donated property and non-cash resources are accepted only when they support a valid County purpose, do not create improper influence or unmanaged liability, and are recorded in accordance with Oregon law, generally accepted accounting principles, and sound public finance practice.

This policy applies to donated tangible property, equipment, vehicles, supplies, materials, inventory, real property, easements, infrastructure, works of art, historical treasures, intangible assets, services, and other non-cash resources. Cash donations, grants, bequests, and devises are addressed only to the extent necessary to distinguish them from non-cash donations or to address budgetary, restriction, or documentation requirements that apply to donated resources.

2. Policy Statement

Morrow County shall accept non-cash contributions and donations only when the donation serves a public purpose, is legally permissible, is consistent with County policy and operational needs, and can be properly valued, recorded, safeguarded, maintained, and used. Acceptance of a donation does not obligate the County to continue a program, create a new program, provide preferential treatment, waive fees or procurement requirements, or recognize the donor in a manner that is inconsistent with public purpose, ethics requirements, or County policy.

No department, office, employee, elected official, appointed official, volunteer, or contractor shall accept a non-cash contribution or donation on behalf of the County unless the donation has been reviewed and approved under this policy. No donation shall be accepted if it creates an actual or apparent conflict of interest, violates Oregon Government Ethics law, imposes unacceptable restrictions, creates unreasonable maintenance or operating costs, exposes the County to unmanaged risk, or is inconsistent with the County budget, accounting, procurement, grant, asset, or records requirements.

3. Applicability

This policy applies to all Morrow County departments, offices, elected officials, appointed officials, employees, temporary employees, volunteers, and contractors involved in soliciting, receiving, evaluating, accepting, using, safeguarding, recording, reporting, or disposing of non-cash contributions and donations.

This policy applies regardless of whether the donor is an individual, business, nonprofit organization, public agency, private foundation, estate, association, vendor, contractor, grantor, developer, or other person or entity. This policy applies regardless of whether the donation is restricted, unrestricted, solicited, unsolicited, temporary, permanent, capitalizable, consumable, or below the County capitalization threshold.

4. Authority and Control Framework

Morrow County has general statutory authority as a county body politic and corporate to hold property for County use, make necessary contracts, and perform necessary acts in relation to County property and concerns. County governing authority over matters of county concern remains subject to the constitutions and laws of the United States and Oregon.

The County shall administer this policy in accordance with Oregon Government Ethics law, Oregon Local Budget Law, applicable public contracting and property statutes, grant and award terms, donor-imposed legal restrictions accepted by the County, County policy, GASB accounting and financial reporting standards, GFOA best practices, COSO, and the U.S. GAO Green Book.

For accounting and reporting purposes, most donations are voluntary nonexchange transactions under GASB standards. Donated capital assets, donated works of art, historical treasures, and similar assets shall be measured at acquisition value when recognized, unless a specific GASB exception or County accounting policy applies.

5. Definitions

- *Acquisition value* means the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the acquisition date, consistent with GASB Statement No. 72.
- *Contribution or donation* means a voluntary transfer of property, asset, service potential, or other non-cash economic value to the County without the County providing equal value in exchange.
- *Donor restriction* means a legal or contractual limitation placed by the donor on the use, timing, location, program, purpose, disposal, recognition, or reporting of a donated resource.
- *In-kind service* means donated labor, professional service, volunteer service, or other service activity. In-kind services shall be recorded only when required by GAAP, grant terms, or County accounting policy and when reliable support exists.
- *Non-cash donation* means donated property or service potential other than currency, checks, ACH, wires, or similar monetary payment instruments.
- *Restricted donation* means a donation accepted by the County for a specific purpose, program, project, fund, location, time period, or use.
- *Sensitive item* means a donated item that may require tracking regardless of capitalization value because of theft risk, regulated use, public safety risk, data security risk, maintenance obligation, licensing requirement, or public accountability concern.

6. Minimum Requirements

At a minimum, County processes for non-cash contributions and donations shall be designed so that:

- Donation offers are reviewed before acceptance for public purpose, legal authority, donor restrictions, condition, value, cost, risk, useful life, maintenance requirements, and operational fit.
- Acceptance authority is documented before the County takes custody or assumes responsibility for the donation, except for de minimis items accepted under written procedures approved by the Finance Director.
- Donations are not accepted personally by employees or officials when the intended recipient is the County or when acceptance would be subject to County approval.

- Donation valuation is supported by reliable evidence and reviewed by Finance before recognition in County accounting records.
- Donated capital assets and sensitive items are tagged, tracked, safeguarded, inventoried, and disposed of under County asset and surplus property procedures.
- Donor restrictions are documented, reviewed by Finance and County Counsel when needed, and tracked until satisfied, released, or otherwise resolved.
- No department shall use, dispose of, trade, sell, transfer, or materially modify donated property in a way that conflicts with accepted donor restrictions, County policy, grant terms, or applicable law.

6.1 Acceptance Authority

The Board of Commissioners shall approve acceptance of any non-cash donation that is of material value (\$5,000 or greater), restricted, real property, infrastructure, a vehicle, titled property, a capital asset above the capitalization threshold, a donation requiring County matching funds, a donation creating ongoing operating or maintenance costs, or a donation that may create legal, environmental, technology, public safety, insurance, or reputational risk.

The County Administrator and Finance Director may approve acceptance of routine, unrestricted, low-risk non-cash donations below the capitalization threshold when the donation supports an existing County function and does not create material cost, risk, or reporting complexity (less than \$5,000 in value). The County Administrator or Finance Director may require Board approval for any donation when the facts warrant higher-level governance review.

Department heads and elected officials may recommend acceptance of donations for their respective departments, but recommendation authority is not acceptance authority unless expressly delegated in writing under this policy.

6.2 Review Before Acceptance

Before acceptance, the responsible department shall document the donor, description of the item or service, estimated value, intended use, restrictions, condition, title status if applicable, maintenance or operating costs, storage needs, insurance needs, safety issues, environmental concerns, data or technology risks, and whether the donation replaces or supplements budgeted County resources.

Finance shall review proposed donations for accounting treatment, fund classification, budgetary impact, capitalization, restriction tracking, documentation, and audit support. County Counsel shall review proposed donations involving real property, easements, restricted gifts, naming rights, donor agreements, title transfer, unusual conditions, environmental exposure, indemnification, intellectual property, or other legal risk.

6.3 Donor Restrictions and Conditions

The County shall not accept donor restrictions that are inconsistent with law, County policy, grant requirements, budget authority, public purpose, operational control, procurement requirements, nondiscrimination requirements, or the County's ability to dispose of or manage public property.

Restricted donations shall be accepted only when the restriction is clear, administratively feasible, legally permissible, and capable of being tracked. The County shall not accept restrictions that require preferential treatment, endorsement of a private entity, expenditure beyond available appropriation, indefinite maintenance without funding, or County action outside lawful authority.

If a donor restriction is accepted, Finance shall determine the appropriate fund, account, project, grant, or tracking mechanism. Departments shall use the donated resource only for the accepted purpose unless the Board of Commissioners, County Counsel, and Finance determine that the restriction has been lawfully modified, released, satisfied, or is no longer applicable.

6.4 Ethics, Conflicts of Interest, and Donor Influence

Donations to the County shall not be used to circumvent Oregon Government Ethics law, procurement requirements, grant requirements, fee schedules, land use procedures, permitting processes, code enforcement, contract administration, employment decisions, or other official County decision-making. A donation shall not be accepted when it is offered or appears to be offered to influence a vote, recommendation, permit, enforcement decision, procurement decision, contract award, payment, inspection, license, employment action, or other official action.

County officials and employees shall not solicit or receive personal gifts in connection with official duties except as allowed by Oregon Government Ethics law and County policy. A donation intended for the County shall be made to the County, not to an individual employee, elected official, appointed official, volunteer, department head, or office holder personally.

Donations from current vendors, bidders, contractors, developers, regulated parties, permit applicants, grant applicants, or persons with matters pending before the County shall receive heightened review. The County Administrator, Finance Director, County Counsel, or Board of Commissioners may reject or defer a donation when acceptance would create an actual conflict, potential conflict, appearance of impropriety, audit concern, or public trust concern.

6.5 Valuation Requirements

The responsible department shall obtain valuation support before acceptance when practical and before accounting recognition when required. Finance shall determine whether the valuation support is sufficient for accounting and reporting purposes.

Acceptable valuation support may include an independent appraisal, quoted market price, recent invoice, reliable comparable sale, published pricing source, manufacturer or vendor quote, insurance valuation, assessed value for real property as a secondary source, engineering estimate for infrastructure, or other objectively supportable method approved by Finance. Donor-provided values may be used only when Finance determines the support is reliable and not merely asserted for tax or recognition purposes.

The County shall not provide tax advice to donors and shall not certify the donor's tax deduction. Acknowledgment letters may describe the donated property but shall not state a tax-deductible value.

6.6 Accounting, Revenue Recognition, and Budget Compliance

Finance shall determine the accounting treatment for all non-cash donations. Donations shall be recorded in the proper fund, department, object, program, project, grant, capital asset record, inventory record, or other accounting record based on the nature of the donation, donor restrictions, intended use, and applicable accounting standards.

Donated capital assets shall be recognized at acquisition value at the acquisition date when recognition is required under GASB standards and County capitalization policy. Donated consumable supplies, materials, inventory, or minor equipment below the capitalization threshold shall be recorded or tracked when material, restricted, sensitive, grant-related, or otherwise necessary for internal control, budget, audit, or operational accountability.

When a donation creates new expenditure authority needs, additional operating costs, capital project costs, matching requirements, or use of funds not included in the adopted budget, Finance shall determine whether an appropriation transfer, supplemental budget, appropriation resolution, or other action is required under Oregon Local Budget Law before expenditures or obligations are made.

6.7 Capital Assets, Sensitive Items, and Inventory

Donated assets meeting the County capitalization threshold shall be added to the County capital asset system and depreciated or otherwise reported in accordance with County policy and GAAP. Donated assets below the capitalization threshold shall be tracked when the item is sensitive, restricted, grant-funded, titled, regulated, technology-related, public safety-related, portable, attractive for theft, or necessary for public accountability.

Departments receiving donated assets shall safeguard the assets, maintain custody records, cooperate with inventory procedures, report loss or damage timely, and obtain required approval before transfer, disposal, trade-in, sale, cannibalization, or change in use.

Donated vehicles, trailers, equipment requiring title, firearms, medical equipment, technology equipment, communication equipment, drones, heavy equipment, hazardous materials, and other regulated or high-risk items shall not be accepted until title, licensing, insurance, maintenance, safety, disposal, and legal requirements have been reviewed.

6.8 Real Property, Easements, Infrastructure, and Environmental Risk

Donations of real property, easements, rights-of-way, infrastructure, fixtures, utility assets, and improvements shall require Board approval and County Counsel review before acceptance. The County may require title reports, surveys, environmental assessments, appraisal reports, maintenance estimates, insurance review, engineering review, land use review, and documentation of public purpose before acceptance.

The County shall not accept real property or infrastructure donations that impose unacceptable environmental liability, title defects, access limitations, maintenance obligations, public safety exposure, regulatory noncompliance, or restrictions inconsistent with County use. Acceptance shall not occur until the County has documented how the asset will be held, operated, maintained, insured, recorded, and, if applicable, capitalized.

6.9 Works of Art, Historical Treasures, Memorials, and Naming Recognition

Donations of works of art, historical treasures, monuments, plaques, memorials, interpretive displays, collections, or similar items shall require review for ownership, condition, installation cost, maintenance cost, security, insurance, public placement, removal rights, donor restrictions, and consistency with County facilities and public purpose.

The County shall not accept permanent displays, memorials, naming rights, sponsorship recognition, or donor recognition obligations unless the recognition is approved in writing and does not create endorsement, viewpoint, procurement, ethics, public forum, maintenance, or operational control concerns. Recognition shall be honorary only and shall not create donor control over County property, programs, or decisions.

6.10 Donated Services and Volunteer Labor

Donated services and volunteer labor shall be accepted only through authorized County processes. Departments shall evaluate supervision, safety, background check requirements, licensing, confidentiality, data access, equipment use, and liability before accepting donated services.

Finance shall determine whether donated services are recorded for accounting, grant match, federal award, or reporting purposes. Donated services used as grant match shall be documented at a rate and methodology allowed by the award terms and applicable federal or state requirements.

6.11 Federal Awards, Grants, and Matching Contributions

When a non-cash contribution or donated service is used for a federal award, state award, grant, or matching requirement, the responsible department shall comply with award terms, Uniform Guidance when applicable, valuation requirements, allowability rules, documentation standards, period of performance requirements, source restrictions, and audit requirements.

Finance shall review grant-related donations before the donation is claimed, reported, recorded as match, included in a reimbursement request, or used to satisfy a maintenance-of-effort or cost-sharing requirement. Unsupported, unallowable, unrelated, or improperly valued donations shall not be claimed as grant match.

6.12 Declining, Returning, or Disposing of Donations

The County may decline any offered donation. Reasons for declining may include lack of public purpose, inadequate documentation, unreliable valuation, unclear ownership, donor restrictions, budgetary impact, operating cost, safety concern, environmental risk, ethics concern, technology risk, storage burden, insurance concern, reputational risk, or inconsistency with County plans or priorities.

Accepted donated property becomes County property unless the acceptance agreement states otherwise. Disposal, transfer, sale, trade-in, or return of donated property shall follow County surplus, capital asset, grant, legal, and donor restriction requirements. Departments shall not dispose of donated property independently.

7. Documentation Requirements

Each accepted non-cash donation shall be supported by documentation sufficient to demonstrate legal acceptance, public purpose, donor identity, description of the donation, date received, acceptance authority, restrictions,

valuation method, accounting treatment, fund or asset classification, custody, and any required Board, Finance, County Counsel, grantor, or department approval.

Documentation may include donation forms, donor correspondence, Board orders or resolutions, donor agreements, appraisals, invoices, quotes, title documents, deeds, easements, photographs, condition reports, grant records, restriction tracking records, inventory records, capital asset records, insurance review, environmental review, County Counsel review, and evidence of Finance review.

Donation records shall be retained in accordance with County records retention requirements, Oregon public records requirements, grant requirements, audit requirements, donor restrictions, and applicable law.

8. Monitoring and Enforcement

The Finance Director is responsible for monitoring and enforcing this policy. Monitoring may include review of donation forms, Board actions, department records, accounting entries, capital asset records, inventory records, donor restrictions, grant files, valuation support, budget authority, and disposal records.

The Finance Director may require departments to obtain additional documentation, modify processes, restrict acceptance authority, correct accounting records, inventory donated property, obtain Board approval, request County Counsel review, or implement compensating controls when a donation weakness is identified.

Failure to comply with this policy may result in rejection or return of the donation, correction of accounting records, restriction of delegated authority, loss of custody over donated property, disciplinary action, audit finding, grantor notification, or other action permitted by law, policy, contract, or grant terms.

9. Responsibilities

- The Board of Commissioners is responsible for adopting County policy expectations and approving material, restricted, high-risk, real property, infrastructure, titled property, and other donations requiring governing body approval.
- The County Administrator is responsible for supporting implementation of this policy across departments under the Administrator's authority.
- The Finance Director is responsible for accounting treatment, valuation review, budgetary review, restriction tracking, capital asset recording, monitoring, enforcement, and approval of routine low-risk donations when delegated under this policy.
- County Counsel is responsible for legal review of restricted donations, donor agreements, real property, easements, title issues, environmental risk, naming rights, unusual conditions, and matters presenting material legal risk.
- Department heads and elected officials are responsible for identifying operational need, safeguarding donated property, maintaining department records, complying with restrictions, and notifying Finance before accepting or using donations.
- Employees, volunteers, and contractors are responsible for refusing unauthorized donations, avoiding personal acceptance of County donations, reporting offered donations through proper channels, and cooperating with documentation and control requirements.

11. Authority and Reference Sources

- ORS 203.010, General powers of county as body politic and corporate.
- ORS 203.035, Power of county governing body or electors over matters of county concern.
- ORS Chapter 244, Government Ethics, including ORS 244.020, ORS 244.025, and ORS 244.040.
- ORS 294.311, ORS 294.338, ORS 294.463, ORS 294.471, and related Oregon Local Budget Law provisions.
- GASB Statement No. 33, Accounting and Financial Reporting for Nonexchange Transactions.
- GASB Statement No. 72, Fair Value Measurement and Application.
- GFOA Best Practices and Financial Policies guidance.

- COSO Internal Control - Integrated Framework and U.S. GAO Standards for Internal Control in the Federal Government.

12. Effective Date and Review Cycle

This policy is effective upon adoption. This policy shall be reviewed at least every three years, or sooner if required by changes in law, accounting standards, audit findings, grant requirements, County systems, material staffing or organizational changes, significant process changes, or identified control deficiencies.

NON-CASH DONATION (IN-KIND) INTAKE FORM

Purpose: Document and route non-cash donations such as equipment, vehicles, materials, land, buildings, infrastructure, and essential in-kind services for approval, valuation, and accounting. Submit to Finance within 5 business days of receipt.

A. Department and Contact			
Department		Division / Program	
Department Contact (Name / Title)		Phone / Email	
Date Donation Received		Location / Asset Site	

B. Donor Information			
Donor Organization / Individual		Donor Address / City / State / ZIP	
Primary Contact (Name / Title)		Phone / Email	

Donation Type - mark applicable boxes

- | | | | |
|---------------------------------|----------------|---------------------------------|-----------------|
| Equipment | Vehicle | Materials / Supplies | Land / Easement |
| Building / Building Improvement | Infrastructure | Professional / Contractor Labor | Other |

VIN / Parcel / Legal / Other	
------------------------------	--

C. Description of Donation

Provide a clear description, including make/model, serial or VIN, capacity, condition, current location, and estimated useful life.

Detailed Description			
Condition at Receipt		Estimated Useful Life (Years)	
Make / Model / Serial / VIN		Current Location	

D. Valuation

Donated assets and essential in-kind services should be recorded at acquisition value. Use market-based support whenever possible and attach documentation supporting the estimated value.

Valuation Method - mark all support used

- | | | |
|----------------------|-----------------------|-----------------------|
| Vendor / Donor Quote | Market / Price List | Independent Appraisal |
| Internal Estimate | Hours x Standard Rate | |

Hours of Donated Labor		Hourly Rate	
Materials Purchased by Department		PO / Invoice No.	
Estimated Donated Portion		Total Asset Basis	

NON-CASH DONATION (IN-KIND) INTAKE FORM

E. Documentation Checklist

Mark attached items

- Donor letter / agreement / transfer of title
- Appraisal / price support
- Labor timecards / contractor statement
- Grantor / deed / easement documents, if applicable
- Photos / inspection checklist
- PO / invoice for materials
- Board approval or agenda item, if required
- Other support

Other Documentation / Notes	
------------------------------------	--

F. Approval and Accounting Review

Is the donation restricted as to use, program, location, or disposition?	Yes	No	
Does the donation create ongoing maintenance, staffing, insurance, disposal, or utility costs?	Yes	No	
Is Board acceptance, contract review, deed review, or legal review required before acceptance?	Yes	No	
Does the donation meet the County capitalization threshold or require asset tagging?	Yes	No	

Fund / Department	Account / Object	Project / Grant	Asset ID / Tag

G. Certification and Signatures

Department certification: I certify that the information provided is accurate to the best of my knowledge, that supporting documentation is attached or identified, and that the donation has not been accepted on behalf of the County unless required approvals have been obtained.

Department Head / Elected Official Signature		Date	
Finance Review Signature		Date	
County Administrator / Board Designee Signature, if required		Date	

Finance Notes / Routing Comments	
---	--

Finance Use Only	Posted to GL	Asset record created	Records filed	Date Filed	
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**BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY, OREGON**

IN THE MATTER OF ADOPTION OF)
POLICY: 7L-COUNTY FRAUD, THEFT AND) RESOLUTION NO. R-2026-13
LOSS OF PROPERTY)

WHEREAS, Morrow County maintains Employee Policy 7L to establish procedures for reporting and responding to fraud, theft, loss, misuse, or suspected misuse of County property, funds, or resources; and

WHEREAS, the Board of Commissioners finds that Policy 7L should be amended to address incidents involving grant-funded property, grant proceeds, grant-supported activities, and costs charged or proposed to be charged to grant awards; and

WHEREAS, the Board further finds that the amended policy should provide for timely identification of applicable grant sources, grantor reporting requirements, pass-through entity notification requirements, federal award disclosure obligations, and related documentation requirements; and

WHEREAS, ORS 203.010 authorizes a county, as a body politic and corporate, to purchase and hold lands and personal estate for the use of the county, to make necessary contracts, and to perform other necessary acts relating to county property and concerns; and ORS 203.035 authorizes the county governing body to exercise authority over matters of county concern, subject to applicable law; and

WHEREAS, for federal awards, 2 C.F.R. § 200.113 requires prompt written disclosure when there is credible evidence that, in connection with a federal award, certain violations of federal criminal law or the civil False Claims Act have occurred; and

WHEREAS, the Board finds that adoption of the amended policy supports fiscal accountability, grant compliance, internal control, risk management, auditability, and stewardship of public resources;

NOW, THEREFORE, BE IT RESOLVED, that the Morrow County Board of Commissioners hereby adopts employee policy **7L-County Fraud, Theft and Loss of Property** as modified and attached hereto.

Dated this 3rd day of June, 2026.

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Chair

Jeff Wenholz, Commissioner

August Peterson, Commissioner

Effective: June 3, 2026

7L. County Fraud, Theft, Loss of County Property Policy

Purpose:

To provide a clear process for reporting the theft or loss of County property or fraud against the County and outline the steps to be taken in such situations to ensure proper documentation and timely action.

Scope

This policy applies to all Morrow County employees, contractors, and volunteers who are responsible for County-owned property, including but not limited to equipment, vehicles, electronics, documents, and other resources.

Definitions

- County Property: Any asset, equipment, vehicle, tool, or item owned, leased, or controlled by Morrow County.
- Theft: The unlawful taking of County property without consent.
- Loss: The misplacement or accidental disappearance of County property, including damage beyond repair.
- Criminal Act: Alleged violations of Oregon Criminal Code.

Policy

The County will not tolerate any acts of theft in the workplace, including theft of money, physical goods, assets, services, intellectual property, or acts of Fraud against Morrow County by employees or other party. Employees shall not perpetrate, engage in, or otherwise facilitate the acts of committing fraud and theft. All instances of theft, loss of Morrow County property or fraud must be reported immediately to the appropriate authorities. Failure to follow this policy may result in disciplinary action.

Reporting Procedure

A. Immediate Reporting

- Employees: If you become aware of a theft or loss of County property or fraudulent act against the County, you must report it to your immediate supervisor within 12 hours of discovery.
- Supervisors: Upon receiving the report, supervisors must immediately inform the following:
 - The Department Head of the affected department.
 - Human Resources (HR).
 - Finance/Risk Management.
 - Local Law Enforcement - if the incident may involve criminal activity (e.g., burglary or vandalism).

B. Information to Include in the Report

Provide the following details when reporting theft or loss:

- Description of the missing or stolen property.
- Serial number, identification, or any other relevant information.
- Circumstances surrounding the theft or loss.
- Estimated value of the property.
- Date, time, and location where the theft or loss occurred.
- Any evidence or potential witnesses.

C. Filing a Police Report

If the incident/loss may be related to a criminal act (either by County employee or non-employee), local law enforcement shall be contacted immediately, but no later than 24 hours after incident/loss has been

discovered. The employee must assist with filing a police report, and a copy of the report should be submitted to Finance and Human Resources.

D. Grant-Funded Property, Funds, Programs, or Activities

If the reported theft, fraud, waste, abuse, loss, misuse, or suspected misuse involves grant-funded property, grant proceeds, grant-supported activities, or costs charged or proposed to be charged to a grant, the Department Head, Finance/Risk Management, and the County's grant administrator shall immediately determine the grant source, grantor, pass-through entity, fund coordinator, award number, affected costs, and applicable reporting requirements.

The County shall notify the granting agency's relevant fund coordinator, program officer, or other designated grant contact in a timely manner, consistent with the terms and conditions of the grant award. If the County is a subrecipient, notice shall also be provided to the applicable pass-through entity when required by the award terms or applicable law.

For federal awards, the County shall comply with the mandatory disclosure requirements in 2 C.F.R. § 200.113. When the County has credible evidence that, in connection with a federal award, there has been a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations under Title 18 of the United States Code, or a violation of the civil False Claims Act, the County must promptly disclose the matter in writing to the federal awarding agency, the agency's Office of Inspector General, and the pass-through entity, if applicable.

Finance/Risk Management shall document all grant-related notifications, including the date of discovery, date of internal report, grant award information, known or estimated questioned costs, agency contacts notified, method of notification, substance of the disclosure, corrective actions taken, and any response from the granting agency, pass-through entity, or federal oversight authority. Documentation shall be retained with the investigation file and applicable grant records.

Investigation and Follow-Up

A. Internal Investigation

The County's Finance Department, Human Resources Department, and affected department, will conduct an internal investigation to:

- Confirm the details of the incident.
- Review security measures or procedures that may need improvement.
- Assess the impact of the loss or theft on County operations.

B. Risk Management Assessment

Risk Management will assess whether any insurance claims need to be filed and determine if corrective actions (e.g., increased security or process changes) should be implemented.

C. Documentation

All reports and investigations must be properly documented, and a final report will be prepared by Risk Management, summarizing the findings and actions taken.

Corrective Actions and Prevention

A. Disciplinary Action

If it is determined that negligence or improper handling contributed to the loss or theft of County property, disciplinary action may be taken against responsible employees, in accordance with the County's disciplinary policy.

B. Preventive Measures

The County will regularly review security practices, equipment tracking, and employee training to prevent future incidents.

Conclusion

Protecting County property is the responsibility of every employee. Prompt and accurate reporting of any theft or loss will help minimize damage and ensure appropriate actions are taken to recover assets. This policy ensures accountability and swift action in response to any theft or loss of County property, promoting a culture of responsibility and security within Morrow County.

Contacts

- Human Resources: 541-676-5620
- Finance/Risk: 541-676-5617
- County Administration: 541-676-5613
- Law Enforcement (non-emergency): 541-676-5317

Effective: Feb 5, 2025

7L. County Fraud, Theft, Loss of County Property Policy

Purpose:

To provide a clear process for reporting the theft or loss of County property or fraud against the County and outline the steps to be taken in such situations to ensure proper documentation and timely action.

Scope

This policy applies to all Morrow County employees, contractors, and volunteers who are responsible for County-owned property, including but not limited to equipment, vehicles, electronics, documents, and other resources.

Definitions

- County Property: Any asset, equipment, vehicle, tool, or item owned, leased, or controlled by Morrow County.
- Theft: The unlawful taking of County property without consent.
- Loss: The misplacement or accidental disappearance of County property, including damage beyond repair.
- Criminal Act: Alleged violations of Oregon Criminal Code.

Policy

The County will not tolerate any acts of theft in the workplace, including theft of money, physical goods, assets, services, intellectual property, or acts of Fraud against Morrow County by employees or other party. Employees shall not perpetrate, engage in, or otherwise facilitate the acts of committing fraud and theft. All instances of theft, loss of Morrow County property or fraud must be reported immediately to the appropriate authorities. Failure to follow this policy may result in disciplinary action.

Reporting Procedure

A. Immediate Reporting

- Employees: If you become aware of a theft or loss of County property or fraudulent act against the County, you must report it to your immediate supervisor within 12 hours of discovery.
- Supervisors: Upon receiving the report, supervisors must immediately inform the following:
 - The Department Head of the affected department.
 - Human Resources (HR).
 - Finance/Risk Management.
 - Local Law Enforcement - if the incident may involve criminal activity (e.g., burglary or vandalism).

B. Information to Include in the Report

Provide the following details when reporting theft or loss:

- Description of the missing or stolen property.
- Serial number, identification, or any other relevant information.
- Circumstances surrounding the theft or loss.
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The County shall notify the granting agency's relevant fund coordinator, program officer, or other designated grant contact in a timely manner, consistent with the terms and conditions of the grant award. If the County is a subrecipient, notice shall also be provided to the applicable pass-through entity when required by the award terms or applicable law.

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- County Administration: 541-676-5613
- Law Enforcement (non-emergency): 541-676-5317

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

IN THE MATTER OF ADOPTION OF)
POLICY: FIN.007 SEGREGATION OF) RESOLUTION NO. R-2026-14
DUTIES)

WHEREAS, Morrow County is responsible for safeguarding public funds, assets, financial records, and financial processes through appropriate internal controls; and

WHEREAS, segregation of duties is a fundamental internal control principle intended to reduce the risk of error, misuse, fraud, unauthorized transactions, and inadequate review of financial activity; and

WHEREAS, ORS 203.010 authorizes a county, as a body politic and corporate, to purchase and hold lands and personal estate for the use of the county, to make necessary contracts, and to perform other necessary acts relating to county property and concerns; and ORS 203.035 authorizes the county governing body to exercise authority over matters of county concern, subject to applicable law; and

WHEREAS, the Board of Commissioners finds that a formal policy is necessary to establish consistent expectations for separating, reviewing, approving, recording, reconciling, and monitoring financial duties across County departments; and

WHEREAS, the policy supports public stewardship, fiscal accountability, transparency, auditability, and the County's responsibility to maintain effective internal controls over financial operations;

NOW, THEREFORE, BE IT RESOLVED, that the Morrow County Board of Commissioners hereby adopts policy **FIN.007 Segregation of Duties** attached hereto.

Dated this 3rd day of June, 2026.

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Chair

Jeff Wenholtz, Commissioner

August Peterson, Commissioner

Morrow County

Segregation of Duties Policy

Finance Policy: FIN.007

APPROVED & ADOPTED June 3, 2026, by Resolution No. R-2026-14



Morrow County

Segregation of Duties Policy

Finance Policy: FIN.007

APPROVED & ADOPTED June 3, 2026, by Resolution No. R-2026-14

Policy Owner / Responsible Official	Finance Director/County Accountant
Applies To	All County funds, revenues, assets, liabilities, systems, transactions, grants, payroll, procurement, cash-handling, and accounting records
Control Framework	2 CFR § 200.303, COSO Internal Control - Integrated Framework, and U.S. GAO Green Book
Effective Date	Upon adoption
Review Cycle	At least every three years, or sooner upon material legal, audit, system, staffing, or process changes

1. Purpose

The purpose of this policy is to establish minimum segregation of duties requirements for Morrow County financial, administrative, grant, payroll, procurement, cash-handling, revenue, asset-management, and system-access processes. Segregation of duties reduces the risk that one person can initiate, authorize, process, record, reconcile, custody, modify, or conceal an unauthorized, erroneous, fraudulent, wasteful, or abusive transaction.

Because Morrow County administers federal awards, the County uses the internal-control expectations in 2 CFR § 200.303, the COSO Internal Control - Integrated Framework, and the U.S. GAO Green Book as baseline Countywide control standards. This policy is not limited to federal award activity.

2. Policy Statement

Morrow County shall design, document, monitor, and enforce segregation of duties controls across material financial and administrative processes. No employee, official, department, office, or system user shall have end-to-end control over a transaction or process when that control would allow the person to authorize, execute, record, reconcile, custody, modify, or conceal the transaction without independent review.

This policy applies to all County resources and activity, including taxes, fees, fines, charges for services, grants, contributions, reimbursements, intergovernmental revenues, investment earnings, capital assets, inventory, cash, bank accounts, receivables, payables, payroll, procurement activity, contracts, journal entries, budget transfers, and financial system access.

3. Applicability

This policy applies to all Morrow County departments, offices, elected officials, appointed officials, employees, temporary employees, volunteers, and contractors performing County financial or administrative functions. It applies to all County funds, appropriations, grants, contracts, systems, assets, revenues, expenditures, payroll transactions, procurement transactions, accounting records, and financial reports.

4. Control Framework

For purposes of this policy, incompatible duties include the following functions. These duties shall be separated and independently reviewed when full separation is not practical.

- **Authorization:** approving transactions, rate, vendor, employee record, payroll change, purchase, grant charge, journal entry, refund, write-off, payment, or exception.
- **Custody:** receiving, holding, depositing, disbursing, or controlling cash, checks, negotiable instruments, inventory, equipment, records, or other assets.
- **Recording:** entering, modifying, posting, coding, classifying, or maintaining transactions or master data in County systems.
- **Reconciliation:** comparing County records to independent source documents, bank statements, subledgers, grant records, payroll registers, vendor statements, or general ledger accounts.

- **System Administration:** granting access, modifying permissions, changing workflows, disabling controls, approving system configurations, or changing master data.
- **Review and Monitoring:** performing supervisory, Finance, audit, compliance, or management review of transactions, reports, reconciliations, exceptions, or control activity.

5. Minimum Control Requirements

At a minimum, County processes shall be designed so that:

- Transaction initiation is segregated from transaction approval.
- Transaction approval is segregated from payment, release, or execution.
- Custody of assets is segregated from recordkeeping and reconciliation.
- System access administration is segregated from transaction processing when practical.
- Master data creation or modification is independently reviewed.
- Reconciliations are performed or reviewed by personnel independent of custody and processing.
- HR record maintenance is segregated from payroll processing and payroll reconciliation.
- Journal entry preparation is segregated from journal entry approval.
- Procurement authorization is segregated from vendor payment authorization.
- Employees and officials do not approve their own reimbursements, timecards, payroll changes, purchases, contracts, vendor payments, journal entries, procurement exceptions, or system-access requests.

Supervisory approval does not replace Finance review when Finance review is required by law, grant terms, policy, accounting standards, budgetary control, or internal control design.

6. Process-Specific Requirements

6.1 Cash Receipts, Payments Received, and Revenue Recording

Payments shall be receipted, secured, deposited, recorded, and reconciled so that one employee does not control the full revenue cycle. This applies to cash, checks, card payments, ACH, wires, electronic payments, online payments, lockbox deposits, state and federal distributions, grant reimbursements, taxes, fees, fines, permits, rents, leases, donations, and other County revenues.

- The person receiving, preparing, or transporting deposits shall not be responsible for recording or reconciling the related revenue.
- Voids, refunds, reversals, write-offs, payment adjustments, unidentified receipts, and material corrections require independent review, approval, and documentation.
- Revenue coding shall be independently reviewed and approved for proper fund, department, object, project, grant, program, and fiscal year classification.
- Departments collecting payments outside Treasury shall safeguard collections, use sequential or system-generated receipt records, deposit funds timely and intact, and provide support sufficient for Finance review and recording.
- Revenue records must be traceable from original payment source to receipt, deposit, bank record, and accounting record. Informal or off-system records may not substitute for official Finance records.

6.2 Accounts Payable and Disbursements

Vendor setup, purchase authorization, receipt confirmation, invoice entry, invoice approval, payment processing, payment release, vendor reconciliation, and bank reconciliation shall be segregated. Vendor creation and changes to name, address, tax identification number, banking information, remittance address, or payment method require independent review and trusted-source verification.

The person entering an invoice shall not be the approver of that invoice. Electronic payment files, check stock, signature plates, banking tokens, and payment credentials shall be secured and reviewed by authorized personnel independent of invoice entry.

6.3 Procurement, Contracts, and Purchase Orders

Requesting goods or services, approving procurement, selecting vendors or contractors, confirming procurement compliance, executing contracts or purchase orders, receiving goods or services, approving invoice payment, and maintaining vendor master data shall be segregated. Competitive procurement compliance, change orders,

amendments, scope changes, emergency procurements, sole-source decisions, and special procurements shall receive documented independent review when required by law, policy, grant terms, or risk level.

6.4 Payroll and Human Resources

Time entry, time approval, employee master file maintenance, pay-rate maintenance, benefit and deduction maintenance, payroll processing, payroll review, payroll disbursement, payroll liability reconciliation, and payroll bank reconciliation shall be segregated. Employees shall not approve their own time.

- Payroll changes must be supported by approved source documentation and independently approved.
- Payroll registers shall be independently reviewed for reasonableness, including new employees, terminations, pay rate changes, overtime, leave payouts, retroactive pay, stipends, allowances, deductions, and direct deposit changes.
- Direct deposit changes shall be verified through a process independent of the change request.
- HR shall maintain official personnel records and approved personnel action documentation; Payroll shall process pay only from authorized documentation.
- Terminations and job changes shall trigger timely modification or removal of system access, purchasing authority, bank access, facility access, fuel card access, procurement roles, and other County privileges.

6.5 Grants and Federal Awards

Grant application preparation, award setup, programmatic approval, expenditure approval, grant accounting, financial reporting, drawdown or reimbursement preparation, drawdown or reimbursement approval, matching funds tracking, subrecipient monitoring, and grant closeout shall be segregated. Federal award controls shall comply with 2 CFR Part 200, award terms, pass-through requirements, and County policy.

Grant expenditures shall be reviewed for allowability, allocability, reasonableness, period of performance, budget authority, and supporting documentation. Drawdowns and reimbursement requests shall be reviewed and approved by the Finance department prior to drawdown or submission of the requests. Known or suspected theft, fraud, waste, abuse, or material noncompliance involving grant funds shall be escalated under County policy and applicable reporting requirements.

6.6 Budget, Appropriations, and Transfers

Department budget request preparation, budget review, budget approval, appropriation control, budget transfer preparation, budget transfer approval, budgetary reporting, and budget-to-actual monitoring shall be segregated. Finance shall maintain appropriation control and review budgetary compliance. Budget transfers shall be prepared, reviewed, approved, and recorded in accordance with Oregon Local Budget Law and County policy.

6.7 Journal Entries and General Ledger Maintenance

Journal entry preparation, approval, posting, account reconciliation, financial statement preparation, and financial statement review shall be segregated. Journal entries shall include support identifying the preparer, approver, approval date, purpose, affected funds and accounts, and source documentation.

System access allowing journal posting shall be restricted to authorized Finance personnel.

6.8 Capital Assets, Inventory, Purchasing Cards, Fuel Cards, and Charge Accounts

Asset purchase approval, receipt, tagging, record maintenance, physical custody, inventory count, reconciliation, transfer, and disposal approval shall be segregated. Departments shall safeguard assets assigned to them and report missing, stolen, damaged, transferred, traded-in, or disposed assets to the Finance department.

Card issuance, cardholder purchase, receipt documentation, supervisor approval, statement reconciliation, payment processing, card limit changes, and card termination shall be segregated. Cardholders shall not approve their own statements. Missing receipts, split purchases, prohibited purchases, late reconciliations, unusual activity, and transferred or terminated employee cards shall be handled under applicable County policy.

6.9 Information Technology and Financial Systems

User access request, approval, provisioning, system configuration, transaction processing, system change testing, system change approval, system change migration, and security monitoring shall be segregated. Access shall be based on job duties and the principle of least privilege.

- IT shall not grant financial system access without documented approval from the appropriate system owner or business-process owner.
- Employees shall not receive access rights allowing incompatible duties unless the access is approved, documented, monitored, and subject to compensating controls required by the Finance Director.
- User access shall be reviewed periodically by Finance, HR, IT, and department management, as applicable.
- Emergency and administrative override access shall be documented, time-limited, independently reviewed, and removed when no longer needed.
- System changes affecting workflows, approval limits, user roles, chart of accounts, payroll rules, procurement controls, banking interfaces, or financial reporting shall be tested, approved, and documented before implementation.

7. Compensating Controls and Exceptions

When full segregation of duties is not practical, the responsible department head or elected official shall notify the Finance Director. The Finance Director shall define, implement, and monitor compensating controls sufficient to reduce the risk to an acceptable level.

Compensating controls may include, Finance review, Board approval, dual signatures, dual approval workflows, exception reporting, after-the-fact transaction review, independent monthly reconciliation, periodic internal control testing, read-only monitoring access, system audit logs, positive pay or bank fraud controls, vendor change reports, payroll change reports, budget-to-actual exception review, grant reimbursement review, rotation of duties where practical, and external review by auditors or other qualified reviewers.

An exception must document the incompatible duties, reason full segregation is not practical, risk created, compensating control, responsible person, frequency, evidence of performance, Finance Director approval, and review date. Exceptions shall not be approved if they violate federal award requirements, state law, County policy, grant terms, contracts, banking requirements, audit requirements, or minimum internal-control expectations. Informal trust, long tenure, reputation, lack of prior errors, or past practice shall not be treated as a control.

8. Documentation

Departments shall maintain documentation sufficient to demonstrate compliance with this policy. Documentation shall be made available to the Finance department at all times for review.

Documentation shall be retained in accordance with County records retention requirements, grant requirements, audit requirements, and applicable law.

9. Monitoring and Enforcement

The Finance Director is responsible for monitoring and enforcing this policy. Monitoring may include review of workflows, approval authority, user access rights, reconciliations, bank activity, revenue collection processes, vendor master file changes, employee master file changes, payroll change reports, procurement files, grant reimbursement and drawdown processes, journal entries, budget transfers, exception reports, audit findings, compensating controls, and corrective action status.

The Finance Director may require departments to modify processes, restrict access, add approvals, improve documentation, perform reconciliations, implement compensating controls, or provide corrective action evidence when a segregation of duties weakness is identified. Failure to correct a known deficiency may be escalated to the Board of Commissioners, external auditors, grantor agencies, or other appropriate authority.

10. Responsibilities

- **Board of Commissioners:** adopt County internal control policy expectations and provide governance oversight.
- **County Administrator:** support implementation across departments under the Administrator's authority and ensure department heads address identified control weaknesses.

- **Finance Director:** establish Countywide segregation of duties standards; monitor compliance; review financial processes and access rights; approve compensating controls and exceptions; require corrective action; and escalate unresolved or material deficiencies.
- **Department Heads and Elected Officials:** implement this policy within their offices and departments, assign duties consistent with this policy, maintain documentation, and notify Finance of control deficiencies.
- **Human Resources:** maintain personnel records, employment status documentation, personnel action documentation, benefit eligibility documentation, and controls over employee lifecycle changes.
- **Payroll:** process payroll based on authorized documentation, maintain payroll processing controls, review payroll registers, and support payroll-related reconciliations.
- **Procurement:** support procurement compliance, vendor processes, competitive procurement documentation, procurement approvals, and related purchasing controls.
- **Information Technology:** administer system access in accordance with approved requests, maintain security controls, support access reviews, and ensure administrative access does not override business-process controls.
- **Employees:** follow this policy, use only authorized access, refuse to approve their own transactions, report known control weaknesses, and cooperate with review, audit, and corrective action processes.

11. Non-Compliance

Failure to comply with this policy may result in corrective action, loss of system access, removal of delegated authority, repayment obligations, disciplinary action, referral to law enforcement, grantor notification, audit finding, or other action permitted by law, policy, contract, or grant terms.

Known or suspected fraud, theft, waste, abuse, misappropriation, falsification of records, unauthorized access, unauthorized transaction approval, or concealment of transactions shall be reported immediately through the appropriate County reporting channel.

12. Effective Date and Review Cycle

This policy is effective upon adoption. It shall be reviewed at least every three years, or sooner if required by changes in law or regulation; changes to 2 CFR Part 200; changes to Green Book or COSO guidance; audit findings; implementation of new financial, HR, payroll, procurement, or grant systems; material staffing or organizational changes; significant process changes; or identified control deficiencies.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

Presenter at BOC: Matthew Jensen, County Administrator

Date Submitted: May 29, 2026

Department: Administration

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: Finance FTE Request for Temporary Help

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

The Finance Department has requested an out-of-cycle FTE position. The request is for a temporary worker (two months) to provide assistance in updating the records in the Finance Department — namely digital scanning of records. This work is time-consuming. This will position the department to be able to shred records and rely on digital files and will assist in the transition to the new ERP system. Funding for the position will be through a reallocation of funds set for the ERP contractor services. No additional expenses beyond that will be incurred.

One note, the committee for reviewing these requests is generally comprised of the County Administrator, the HR Director and the Finance Director. As this request is for Finance, Kevin has recused himself from consideration. That left the decision to the County Administrator to review the request as the HR Director is currently vacant. The Administrator is recommending this request without adjusting the process due to the temporary nature of the position and the fact that this does not have a real impact on budgeting outside of transfers. With that in mind, the request for the FTE position is being recommended for BOC consideration and approval.

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

No Fiscal Impact. Transfers from one line item to another will be required within the Finance Department Budget

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

Motion to approve the FTE Request of an Temporary Office Clerk for the Finance Department as presented.

5. Reviewed By:

Matthew Jensen, County Administrator

Matthew Jensen, County Administrator

Kevin Ince, Finance Director

Matthew Jensen, County Administrator

Created/Initiated - 5/29/2026

Approved - 5/29/2026

Approved - 6/2/2026

New -

6. ATTACHMENTS:

1. FTE Ask Application



Morrow County Human Resources

FTE ASK APPLICATION**To be used for new positions or additional employee requests*

Dept	Finance	
Job Title	Office Clerk - Temporary	
Range	\$15.55 to \$16.00	
Class		
FTE %	80% to 100%	
Reports to	Finance Manager	
	<input type="checkbox"/> New	<input type="checkbox"/> Existing
	<input type="checkbox"/> Next FY	<input checked="" type="checkbox"/> Off Cycle

Job Summary (Attach complete job description to request)

We are seeking a detail oriented and organized Office Clerk to support the Finance Department with a variety of administrative and clerical tasks. This role is well suited for high school students or individuals looking to gain office experience. Primary duties include filing, scanning, sorting, and organizing financial documents

Justification (Why is this position needed, now?)

The Finance Department is currently undergoing several major transitions that significantly increase the need for temporary administrative support. Our office relocation requires extensive sorting, organizing, and consolidating of physical records due to limited storage capacity in the new space. At the same time, we are preparing for implementation of a new ERP system, which requires scanning, digitizing, and properly structuring existing documents to ensure a smooth transition of financial data. Additionally, this period coincides with audit season, during which accurate, accessible, and well-organized records are essential for timely audit completion. The temporary Finance Office Clerk position will provide crucial support in managing these tasks efficiently, reducing workload pressure on permanent staff, and ensuring continuity of operations during this high-demand period.

How will this position be funded? (Grants, fees, general fund, etc.)

The temporary Finance Office Clerk position will be funded within the current fiscal year's budget by reallocating and reducing select discretionary line items. Through careful review of existing expenditures, the department has identified areas where costs can be temporarily reduced—such as supplies, training, and nonessential operational expenses—to offset the salary for this short-term role. This approach allows the department to meet critical operational needs during office relocation, ERP implementation, and audit preparation without requiring additional funding or budget increases.

How will the County benefit, and, what would be the impact to services if not approved?

The addition of a temporary Finance Office Clerk will directly benefit the county by reducing stress and workload on existing staff during a period of heightened operational demands. With multiple major projects underway—including an office move, ERP system transition, and audit preparation—current employees face increased administrative burdens that can impact efficiency and accuracy. By providing dedicated support for filing, organizing, and document management, this position will help maintain orderly records, reduce the risk of errors, and improve overall workflow. Strengthening organizational processes during this critical time not only enhances staff well-being but also supports the county's commitment to transparent, accurate, and timely financial operations.

Where would the position be located? Explain the organization of the office.

Located in Irrigon Office - in the Finance Manager's office. Position would be from June 22nd to approximately August 21st, 2026

Explain any other expenses that would be associated (computer, equipment, vehicle, etc.):

Might need access to a temporary computer. If one is not available, they should be able to use one of the laptops that the finance department uses for remote work.



MORROW COUNTY JOB DESCRIPTION

Date Prepared: Nov 2026
Position Title: Office Clerk - Temporary
Department: Finance
Supervisor: Finance Manager

Position Summary:

We are seeking a detail oriented and organized Office Clerk to support the Finance Department with a variety of administrative and clerical tasks. This role is well suited for high school students or individuals looking to gain office experience. Primary duties include filing, scanning, sorting, and organizing financial documents.

Key Responsibilities:

- Sort, file, and organize financial documents and records
- Create and label folders for proper document categorization
- Scan documents and ensure accurate digital filing
- Maintain orderly physical and electronic file systems
- Assist with record cleanup and archiving projects
- Support general office tasks such as copying, data entry, and document preparation
- Perform other duties as assigned to support the Finance Department

Qualifications:

- No diploma required; open to current high school students
- Strong attention to detail and organizational skills
- Ability to maintain confidentiality of financial and employee information
- Comfortable with repetitive tasks requiring accuracy
- Basic computer skills, including scanning and file management
- Ability to work independently and follow instructions

Work Environment:

Office setting; requires sitting, standing, and handling physical files up to 50lbs

Duration:

Temporary position; assignment length will vary based on department needs.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

310

(for BOC Use)
Item #
6.C.

Presenter at BOC: Chris Kowitz

Date Submitted: June 1, 2026

Department: Administration

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item:

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

Chris Kowitz of OWRD will provide an annual report on OWRD operations and the Assistant Watermaster position.

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

OWRD receives funding from the County through an IGA.

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

Annual Report. No action.

5. Reviewed By:

Matthew Jensen, County Administrator

Matthew Jensen, County Administrator

Matthew Jensen, County Administrator

Created/Initiated - 6/1/2026

Approved - 6/1/2026

Final Approval - 6/1/2026

6. ATTACHMENTS:

None



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

311

(for BOC Use)
Item #
6.d.

Presenter at BOC: Tylynn Cimmiyotti, Fair Manager, Shelby Shoenfelder
Date Submitted:

Department: Fair Office

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item:

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

Amendment to Fair Board By-Laws to allow for "auxiliary, non-voting members" to become a part of the current Fair Board. Limit to 4 adult, and 2 student members.

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

None

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

Motion to approve and ratify the updated Morrow County Fair Board By-Laws, effective June 4, 2026.

5. Reviewed By:

Tylynn Cimmiyotti, Fair Manager
Matthew Jensen, County Administrator

Created - 5/22/2026

6. ATTACHMENTS:

- 1. NEW Fair BY-LAWS Revision 2026 (003)

BY-LAWS

OF THE

MORROW COUNTY FAIR BOARD

ARTICLE I

PREAMBLE

The Morrow County Fair Board hereby adopts the following By-Laws, which repeal in their entirety the By-Laws established by the Morrow County Fair Board on December 18, 2024, together with all subsequent amendments thereto.

ARTICLE II

PURPOSE AND DUTIES OF THE BOARD

Section 2.1 Purpose.

The purpose of the Morrow County Fair Board (“Board”) shall be to oversee and administer the Morrow County Fair. In the discharge of this purpose, the Board shall be guided by the By-Laws of the Oregon Fairs Association of the State of Oregon, including any applicable administrative rules and such directive policies as may be established by other controlling agencies.

Subject to these limitations, the Board shall do all such things as may reasonably be necessary or incidental to its purpose and shall manage and control the business and affairs of the Morrow County Fair.

Section 2.2 General Powers and Duties.

Among other things, the Board shall:

(a) Adopt standards and policies governing the conduct of the Morrow County Fair and other entities associated with its operation;

(b) Prepare and present local program budget proposals; and

(c) Conduct periodic reviews of policies and procedures of the Fair Board.

Section 2.3 Interim Authority in Cases of Dispute or Uncertainty.

In instances of dispute or uncertainty as to the meaning of these By-Laws, or of any rules proposed by the Board, the interpretation and decision of the Chairman shall be controlling until a decision has been duly rendered by the Board at the next scheduled Board meeting or, if necessary, at a special meeting.

Section 2.4 Limitation of Authority.

The provisions of this Article shall be construed in light of any restrictions or requirements imposed by law and any policy or procedure prescribed by the Board.

ARTICLE III

OFFICE

The principal office of the Morrow County Fair Board shall be the official office of record for the Board.

ARTICLE IV

MEMBERSHIP

Section 4.1 Number; Appointment.

The Board shall be composed of seven (7) voting members and up to four (4) adult and two (2) student non-voting volunteer members, all of whom shall be appointed by the Morrow County Board of Commissioners.

Section 4.2 Role of Non-Voting Volunteer Members.

Non-voting volunteer members shall serve as alternates in the event of an unexpected vacancy among the voting members and shall not possess voting rights except upon formal designation to fill such vacancy in accordance with applicable policy or law.

Section 4.3 Qualifications.

Each appointee shall:

- (a) Demonstrate a bona fide interest in the County Fair and a commitment to its purpose;
- (b) Possess the present capacity and potential for leadership in matters pertaining to the Fair; and

(c) Have the ability and willingness to devote sufficient time to the discharge of the duties and responsibilities of Board membership.

Each appointee shall qualify for service upon formal acceptance of the appointment in the manner prescribed by the Morrow County Board of Commissioners.

Section 4.4 Eligibility.

All members shall be current residents of Morrow County and, except for student members, shall be at least eighteen (18) years of age. Student members shall be at least sixteen (16) years of age.

Section 4.5 Term of Office.

Appointments shall be for a term of three (3) years. There shall be no limit to the number of terms a Board member may serve. Notwithstanding any other provision of these By-Laws, each member shall hold office until a successor has been appointed and qualified, or until death, resignation, or removal as provided herein.

Section 4.6 Removal.

The Board may remove a member for good cause. Prior to removal, the member shall be given notice of the cause relied upon and a fair and reasonable opportunity to respond.

Good cause includes, but is not limited to:

- (a) Absence from three (3) consecutive meetings;
- (b) Personal financial gain at the expense of the Fair; or
- (c) Behavior inconsistent with appropriate standards of public conduct.

Section 4.7 Vacancies.

Any vacancy occurring on the Board shall be filled by appointment of the Morrow County Board of Commissioners. An appointment to fill a vacancy shall be for the unexpired portion of the term.

ARTICLE V

OFFICERS

Section 5.1 Officers; Election; Term.

The officers of the Board shall be a Chairman, a Vice-Chairman, and an Executive Secretary. Officers shall be elected annually at the first meeting following January 1. Each officer shall perform the duties customarily incident to the office and such other duties as may be prescribed by the Board.

Section 5.2 Duties of Officers.

(a) **Chairman.** The Chairman shall supervise the affairs and activities of the Board and shall preside at meetings of the Board.

(b) **Vice-Chairman.** The Vice-Chairman shall preside in the absence or at the request of the Chairman.

(c) **Executive Secretary.** Upon entering executive session, the Board may appoint a Board member to act as secretary during executive sessions.

Section 5.3 Fair Manager.

The Fair Manager shall be hired by the Morrow County Board of Commissioners. The Fair Manager shall aid and assist the Board by providing staffing and other services incidental to the performance of the Board's duties and responsibilities under these By-Laws. The Fair Manager shall not be a voting member of the Board.

ARTICLE VI

MEETINGS

Section 6.1 Regular Meetings.

Regular meetings shall be held at such time and place as determined by the Board; provided, however, that the Board shall meet at least once each month at a location designated by the Board.

Section 6.2 Special Meetings.

Special meetings may be called by the Chairman or by any four (4) voting members. The person or persons calling the meeting may designate the location. The agenda for special meetings shall be determined by the Chairman or the members calling the meeting.

A vote may be conducted by telephone or electronic mail. Notice of the vote shall be transmitted promptly to all members.

Section 6.3 Notice.

Notice of any special meeting, together with the agenda thereof, shall be given at least three (3) days prior thereto.

Section 6.4 Quorum.

A majority of the members entitled to vote shall constitute a quorum. If less than a quorum is present, a majority of the members present may recess the meeting from time to time without further notice. If a member has missed three (3) consecutive meetings, that membership need not be counted for purposes of determining a quorum.

Section 6.5 Manner of Acting.

The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Board.

Section 6.6 Presumption of Assent.

A member present at a meeting at which action is taken shall be presumed to have assented unless the member's dissent is entered in the minutes, filed in writing with the acting secretary prior to adjournment, or forwarded by registered mail to the Secretary of the Board immediately following adjournment. This right shall not apply to a member who voted in favor of the action.

ARTICLE VII**RULES OF ORDER**

The proceedings of the Board shall be governed by the most recent edition of *Roberts Rules of Order Newly Revised*, except as otherwise provided in these By-Laws.

ARTICLE VIII**AMENDMENTS**

These By-Laws may be altered, amended, or repealed, and new By-Laws adopted, only after two (2) readings at two (2) separate meetings and upon the affirmative vote of at least four (4) members. Final ratification shall be made by the Morrow County Commissioners following approval by the Fair Board.

ADOPTION

Adopted this _____ day of _____, 20.

MORROW COUNTY FAIR BOARD

Chairman

Date: _____

MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Dave Sykes

Jeff Wenholz

August Peterson

Attest:

Justin Nelson, County Counsel



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

Presenter at BOC: John Murray

Date Submitted: May 29, 2026

Department: Administration

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: Lake Penland Corporation Road Request

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

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

N/A

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

TBD

5. Reviewed By:

Valerie Ballard, Executive Assistant
Matthew Jensen, County Administrator
Matthew Jensen, County Administrator

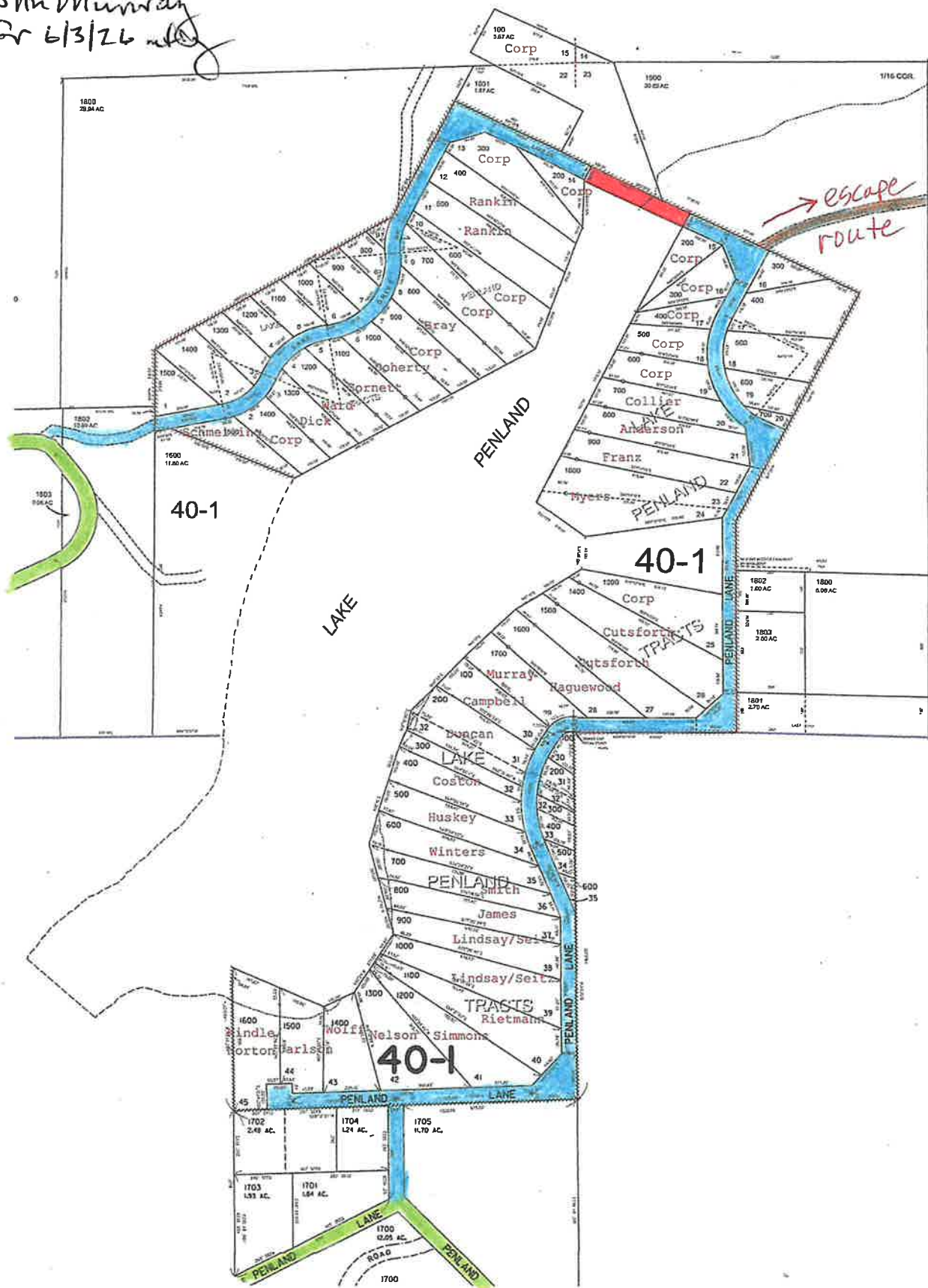
Created/Initiated - 5/29/2026
Approved - 5/29/2026
Final Approval - 5/29/2026

6. ATTACHMENTS:

1. Lake Penland Map

Lake Penland

John Murray
for 6/3/26 mdy





AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

Presenter at BOC: Matthew Jensen, County Administrator

Date Submitted: June 1, 2026

Department: Administration

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item: Ratification of Airport Improvement Grant

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

The FAA has provided a grant for infrastructure improvements at the Lexington Airport. The grant required signature for acceptance. County Administrator proceeded with signing the contract due to time constraints. As the amount is above the County Administrator's approval amount of \$150,000, the grant contract is presented for the Board of Commissioners to review and ratify.

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity: US Department of Transportation Federal Aviation Administration

Contractor/Entity Address: 2200 S 216th Street, Des Moines, WA 98198

Effective Dates - From: 4 years from signature Through:

Total Contract Amount: \$160,332

3. FISCAL IMPACT:

Grant provides up to 95% of allowable cost up to \$160,332. County obligation will be less than \$10,000

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

Motion to approve and ratify the FAA grant contract for airport development in the amount of \$160,332.

5. Reviewed By:

Matthew Jensen, County Administrator

Created/Initiated - 6/1/2026

Matthew Jensen, County Administrator

Approved - 6/1/2026

Kevin Ince, Finance Director

Approved - 6/2/2026

Justin Nelson, County Counsel/District Attorney

Approved - 6/2/2026

Matthew Jensen, County Administrator

New -

6 . ATTACHMENTS:

1. 9S9-NMG-3-41-0034-016-2026-Grant Agreement_encrypted_



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest
Mountain Region
Oregon

Seattle Airports
District Office:
2200 S 216th St
Des Moines, WA
98198

April 28, 2026

Rory Rowlette
Interim Public Works Director
Morrow County
365 W Hwy 74
Lexington, OR 97836-7303

Dear Mr. Rowlette:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-41-0034-016-2026 at Lexington Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 22, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Brian Alvis, (206) 231-4137, brian.c.alvis@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Ryan C. Zulauf
Acting Manager, Seattle Airports District Office



**U.S. Department
of Transportation
Federal Aviation
Administration**

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 28, 2026

Airport/Planning Area Lexington Airport

Airport Grant Number 3-41-0034-016-2026, (Contract number: DOT-FA26NM-038)

Unique Entity Identifier GLDSK7FBFJ15

TO: County of Morrow, Oregon
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated April 21, 2026, for a grant of federal funds for a project at or associated with the Lexington Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lexington Airport (herein called the "Project") consisting of the following:

Reconstruct Precision Approach Path Indicators (PAPI) (63% of phase 2-construction);

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$160,332.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$160,332 for airport development

2. **Grant Performance.** This agreement is subject to the following federal award requirements:
 - a. **Period of Performance:**
 - i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
 - ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
 - iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.
 - b. **Budget Period:**
 - i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before May 22, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant
or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA’s right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
- i. “Employee” means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. “Private Entity” means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated May 12, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Airport - Owned Visual or Electronic Navigation Aids in Project. The sponsor agrees that it will:


- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 USC § 44502(e);
- b. Prior to commissioning, assure the equipment meets the FAA's standards; and
- c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Ryan C. Zulauf

Ryan C. Zulauf

Manager (A)

Acting Manager, Seattle ADO

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated June 1, 2026

County of Morrow

(Name of Sponsor)

Matthew Jensen

Matthew Jensen (06/01/2026 11:06:45 PDT)

(Signature of Sponsor's Authorized Official)

By: Matthew Jensen

(Typed Name of Sponsor's Authorized Official)

Title: County Administrator

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
- d. Hatch Act – 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.

- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Morrow**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 21, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

Presenter at BOC:

Date Submitted:

Department: Sheriff's Office

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item:

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

2. FOR CONTRACTS AND AGREEMENTS:

3. FISCAL IMPACT:

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

5. Reviewed By:

Matthew Jensen, County Administrator
 Brian Snyder, Undersheriff
 Matthew Jensen, County Administrator
 Justin Nelson, County Counsel/District Attorney

Created -

6. ATTACHMENTS:

None



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

Presenter at BOC:

Date Submitted:

Department: Board of Commissioners

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item:

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

2. FOR CONTRACTS AND AGREEMENTS:

3. FISCAL IMPACT:

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

5. Reviewed By:

Matthew Jensen, County Administrator
Matthew Jensen, County Administrator
Justin Nelson, County Counsel/District Attorney

Created -

6. ATTACHMENTS:

None



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners

Presenter at BOC:

Date Submitted:

Department: Board of Commissioners

Requested Agenda Date: June 3, 2026

Short Title of Agenda Item:

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

2. FOR CONTRACTS AND AGREEMENTS:

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

3. FISCAL IMPACT:

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

5. Reviewed By:

Matthew Jensen, County Administrator
Matthew Jensen, County Administrator
Justin Nelson, County Counsel/District Attorney

Created -

6. ATTACHMENTS:

None

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**FINDINGS OF FACT
CONDITIONAL USE REQUEST
CUP-S-398-26**

REQUEST: To allow a home occupation in the Exclusive Farm Use Zone.

APPLICANT/OWNER: Aaron Platt
Liberty School, LLC
70119 Logan Lane,
Heppner, OR 97836

PROPERTY DESCRIPTION: Tax Lot 701 of Assessor's Map 3S25E

PROPERTY LOCATION: Approximately eight miles west of the City of Heppner on Logan Lane.

- I. BACKGROUND INFORMATION:** The parcel is approximately 800-acres and zoned Exclusive Farm Use (EFU) and located outside the City of Heppner's Urban Growth Boundary (UGB). The subject application is a request for a Home Occupation to allow the storage of firearms and firearm accessories incidental to off-site business activities. The application indicates that these activities will be secondary to the residence and the activities will take place in an existing shop on the property.
- II. COMPLIANCE WITH MORROW COUNTY ZONING ORDINANCE SECTIONS 6.025, 6.030, 6.050, and 6.075.** The requirements for approval are listed below in **bold type**, followed by a response in standard type.

SECTION 6.025. RESOURCE ZONE STANDARDS FOR APPROVAL.

- A. In the Exclusive Farm Use zone, a conditional use may be approved only when the County finds that the use will not:**
- 1. Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or**
 - 2. Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.**

Finding:

The Applicant has indicated that the Home Occupation will be secondary to the residence, and will not require any additional structures, or improvements to the existing structures. The County does not find that the approval of this Application would force any significant change or practices on surrounding lands devoted to farm or forest use.

- B. In the Forest Use Zone, a conditional use may be approved only when requirements that are designed to make the use compatible with forest operations and agriculture and to conserve values found on forest lands**

are met. A conditional use may be approved only when the County finds that the use will not:

1. Force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands;
2. Significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel; and
3. A written statement recorded with the deed or written contract with the County is obtained from the land owner that recognizes the rights of adjacent and nearby land owners to conduct forest operations consistent with the Forest Practices Act and Rules. (MC OR-1-2013)

Finding:

Subject property is zoned EFU, these criteria do not apply.

SECTION 6.030 GENERAL CONDITIONS.

In addition to the standards and conditions set forth in a specific zone, this article, and other applicable regulations; in permitting a new conditional use or the alteration of an existing conditional use, the Commission may impose conditions which it finds necessary to avoid a detrimental impact and to otherwise protect the best interests of the surrounding area or the County as a whole. These conditions may include the following:

- A. Limiting the manner in which the use is conducted including restricting the time an activity may take place and restraints to minimize such environmental effects as noise, vibration, air pollution, glare and odor.

Finding:

The proposed use shall be operated in a way that will not disturb surrounding agricultural operations or neighboring residences. Any complaints received may result in a review of the activity and potential revocation of the permit.

- B. Establishing a special yard or other open space or lot area or dimension.

Finding:

This proposed use will utilize existing lot area. The County would not recommend any additional requirements for open space.

- C. Limiting the height, size or location of a building or other structure.

Finding:

Any structures associated with this project are required to have appropriate Zoning and Building permits in compliance with applicable Ordinances and Codes, this is listed as a condition of approval. The County would not recommend any additional limitations on height, size, or location of the structures.

- D. Designating the size, number, location and nature of vehicle access points.

1. **Where access to a county road is needed, a permit from Morrow County Public Works department is required. Where access to a state highway is needed, a permit from ODOT is required.**

2.

Finding:

The existing access is from Logan Lane. Morrow County Public Works were provided notice of the request and provided an opportunity to comment.

3. **In addition to the other standards and conditions set forth in this section, a TIA will be required for all projects generating more than 400 passenger car equivalent trips per day. A TIA will include: trips generated by the project, trip distribution for the project, identification of intersections for which the project adds 30 or more peak hour passenger car equivalent trips, and level of service assessment, impacts of the project, and mitigation of the impacts. If the corridor is a State Highway, use ODOT standards.**

Finding:

This action will not trigger the need for a Traffic Impact Analysis as it will not generate more than 400 passenger car equivalent trips per day. According to the Applicants Narrative, an additional 1-5 vehicles would be entering and exiting throughout the day, well below the 400-passenger car equivalent threshold for a TIA.

- E. Increasing the amount of street dedication, roadway width or improvements within the street right-of-way.**

Finding:

No increase in street dedication, roadway width, or improvements in the right-of-way are proposed by the applicant. These preliminary Findings of Fact have been provided to Morrow County Public Works for their review and comment.

1. **It is the responsibility of the land owner to provide appropriate access for emergency vehicles at the time of development.**

Finding:

Preliminary Findings of Fact have been provided to Heppner Rural Fire Protection District for their review and comment.

- F. Designating the size, location, screening, drainage, surfacing or other improvement of a parking area or loading area.**

Finding:

The subject parcel is located along Logan Lane with a current residential use. The parking area will be contained to the existing area and no conditions would be recommended at this time. This criterion is met.

- G. Limiting or otherwise designating the number, size, location, height, and lighting of signs.**

Finding:

The Applicants' Narrative proposes no signage for the business. All signs must meet the sign requirements in the Morrow County Zoning Ordinance.

- H. Limiting the location and intensity of outdoor lighting and requiring its shielding.**

Finding:

Lighting is not proposed in the application. Any outdoor lighting not similar to residential lighting should be limited and shielded from the roadway and neighboring residences.

- I. Requiring diking, screening, landscaping or another facility to protect adjacent or nearby property and designating standards for its installation and maintenance.**

Finding:

The proposed use would not require diking, screening or landscaping to protect nearby property. The County would not require any of these provisions due to the proposed use.

- J. Designating the size, height, location and materials for a fence.**

Finding:

Based on the current and proposed uses planning staff would not require any actions under this criterion.

- K. Protecting and preserving existing trees, vegetation, water resources, wildlife habitat or other significant natural resources.**

Finding:

The proposed occupation will be limited to existing structures and will not create any negative impacts based on the proposed use. The County would not place any additional requirements.

- L. Other conditions necessary to permit the development of the County in conformity with the intent and purpose of this Ordinance and the policies of the Comprehensive Plan.**

Finding:

No additional requirements are deemed necessary.

SECTION 6.050 STANDARDS GOVERNING CONDITIONAL USES

A conditional use shall comply with the standards of the zone in which it is located and with the standards set forth in this subsection.

G. Home Occupations, when permitted as a conditional use and conducted as an accessory use, shall be subject to the following limitations:

- 1. The home occupation is to be secondary to the main use of the property as a residence and shall be conducted only by the resident of such dwelling within the same dwelling or in an accessory building on the same or adjacent property.**

Finding:

The primary use of the property is residential and Agricultural. The dwelling is the applicants' home, and they will be conducting the home occupation within the existing shop and accessory structures. This criterion is met.

- 2. No structural alterations shall be allowed to accommodate the home occupation except when otherwise required by law, and then only after the plans for such alteration have been reviewed and approved by the Planning Commission. Such structural alterations shall not detract from the outward appearance of the building as an accessory structure to a residence.**

Finding:

No structural alterations are proposed nor will be needed to accommodate the home occupation. This criterion is met.

- 3. One non-illuminated sign not to exceed 200 square inches and bearing only the name and occupation of the resident shall be permitted.**

Finding:

No signage proposed with this application. As indicated above any signs will need to meet requirements of the Morrow County sign ordinance. This criterion is met.

- 4. No materials or mechanical equipment shall be used which will be detrimental to the residential use of the property or adjoining residences because of vibration, noise, dust, smoke, odor, interferences with radio or television reception, or other factors.**

Finding:

No materials or mechanical equipment which is detrimental to adjoining properties is needed for the proposed use. This criterion is met.

- 5. No materials or commodities shall be delivered to or from the property which are of such bulk or quantity as to require delivery by a commercial vehicle or a trailer or the parking of customer's vehicles in a manner or frequency as to cause disturbance or inconvenience to nearby residents or so as to necessitate off-street parking.**

Finding:

Deliveries required for the proposed use will be delivered by a standard delivery vehicle. This criterion is met.

6. Retail sales shall be limited or accessory to a service.

Finding:

Retail sales will be limited and related to firearm servicing and improvement. No on-site retail shop is proposed. This criterion is met.

7. No persons shall be employed except members of the immediate family.

Finding:

The persons conducting the business reside at the residence on the property, only members of the immediate family may be employed for the home occupation. This criterion is met.

8. The permit allowing a home occupation shall be reviewed every 12 months following the date the permit was issued and may continue the permit if the home occupation continues to comply with the requirements of this section.

Finding:

This permit shall be reviewed annually with other home occupation permits as long as the proposed use continues.

SECTION 6.075. LENGTH OF PERMITS, PERMIT HOLDER, RENEWAL AND REVOCATION.

- A. Length of Permit and Permit Holder:** The County may evaluate how long a particular conditional use is expected to remain valid. Some conditional uses may be considered "permanent" as a fully developed use that "runs with the land" and it attaches to and benefits the land and is not limited to a particular landowner. The County may require the owner of the original conditional use permit to record the permitted use on the deed record. The permit is the responsibility of the current owner of the property, whether that is the original applicant or a successor.

A conditional use permit may allow a use that would benefit the permit owner on a sporadic or temporary basis until the purpose for the conditional use permit no longer exists. Upon termination of the use, the land must be in a condition that it may be re-developed in compliance with its current zoning designation. The County may authorize a conditional use permit until a particular date, for a stated period of time, or until the occurrence of a particular event. Additionally, the County may stipulate that a Conditional Use Permit will be reviewed or renewable after a stated time period.

Finding:

This permit allows a use that benefits the permit owner and is valid until the use no longer exists or the ownership of the land changes at which time the new land owner

will need to reapply for a conditional use permit as a continued use. The proposed activities are subject to annual review for the home occupation.

- B. Reviews and Renewals.** If a review or renewal date is included as a condition by which a conditional use permit is granted, initial review would be ministerial and completed by the Planning Director. The holder of the conditional use permit will be required to make application and pay the requisite fee for review. The review would evaluate the permit conditions and adherence to them, determine if any changes had taken place with the uses allowed in the zone, and determine whether any complaints had been logged concerning the property or the conditional use. If any concerns arise further review will take place at a public hearing with notice. If no concerns arise the permit will be renewed.

For conditional use permits without a review or renewal condition, or if complaints are received concerning a conditional use permit, the County may review any valid conditional use permit for compliance with the conditions of the permit. This review would be a ministerial review done by the Planning Director. If it is deemed necessary by the Planning Director to amend or revoke the permit, a public hearing with notice must be held before the Planning Commission. If action is based on a complaint the complainant may be required to pay any permit review or renewal application fees.

Finding:

This home occupation shall be reviewed annually with other home occupations therefore no condition is necessary. However, the applicant shall maintain the home occupation as presented in the application. If complaints are received and it is found that the permit is being performed outside what has been proposed the applicant will be responsible for paying any applicable review or renewal application fees. This is listed as a condition of approval.

- C. Revocation or Vacation.** Any conditional use permit may be vacated by the current landowner or by the County after appropriate notice and hearing when:
- The use has been terminated and there is no expectation by the land owner and the County that the use will continue;
 - The use is not being conducted in compliance with the stated conditions of the permit, or
 - The County finds that the use jeopardizes the public health, safety and welfare of Morrow County and the use does not conform to the Morrow County Code Enforcement Ordinance or other adopted ordinances. (MC OR-1-2013)

Finding:

The County reserves the right to revoke the permit based on this criterion.

June 4, 2026
East Oregonian

- IV. AGENCIES NOTIFIED:** Mike Gorman, Morrow County Assessor; Eric Imes and Rory Rowlette, Morrow County Public Works; Marty Broadbent and Jeremy Gierhke, Fire Marshal; Steve Freeland, Emergency Manager; Brian Snyder, Morrow County Undersheriff, Eric Chick, Heppner Rural Fire Protection; John Doherty, City of Heppner, Laura Frederickson, DEQ, Dawn Hert, DLCD, Glen McIntire, Building Official.
- V. PROPERTY OWNERS NOTIFIED:** June 4, 2026
- VI. HEARING DATE:** June 30, 2026
Bartholomew Building
Heppner, Oregon
- VII. DECISION OF PLANNING COMMISSION:** The Planning Commission recommends approval of the application subject to the following **CONDITIONS OF APPROVAL:**
1. The applicant shall maintain the home occupation as presented in the application. If complaints are received and it is found that the permit is being performed outside what has been proposed the applicant will be responsible for paying any applicable review or renewal application fees.
 2. This permit is valid until the use no longer exists or the ownership of the land changes, at which time the new landowner will need to reapply for a conditional use permit as a continued use.
 3. Any proposed signage will need to meet the requirements of the Morrow County Zoning Ordinance and have written approval from the Oregon Department of Transportation.

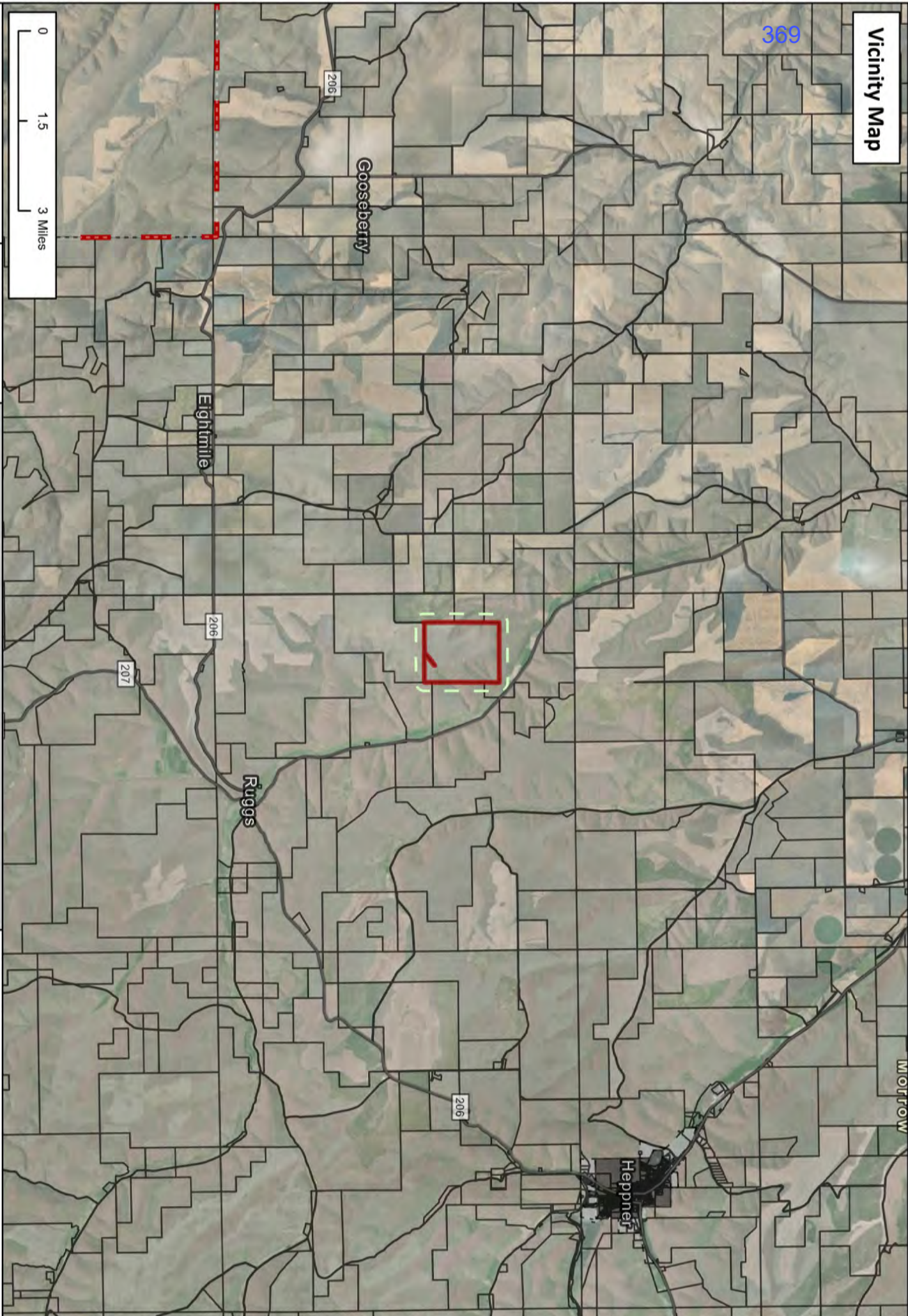
Date

John Kilkenny, Vice-Chair

Attachments:
Vicinity Map
Application with Attachments

Vicinity Map

369



Application Number: **CUP-S-398-26**
Assessor's Map and Tax Lot: **03S25E TL701**
Property Owner: **Aaron Platt**

Subject Property Size: **800ac**
Subject Property Zone: **EFU**
Applicable MCZO Section: **Section 3.010**

- City Limits
- Urban Growth Boundary
- County Boundary
- Morrow County Tax Lots
- Subject Parcel
- 750ft Notice Area

Coordinate System:
NAD 1983 HARN StatePlane Oregon North, FIPS 3601
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN
Cartography By: Stephen Winesicks
Wednesday, May 20, 2026
Morrow County Planning Department





CUP-S-398-24

370

LAND USE APPLICATION CONDITIONAL USE REQUEST

RECEIVED
APR 29 2026
MR

Internal Use
File Number CUP-S-398-26
Date Received _____ Deemed Complete 5-14-2026 Fee 600.00 PAID BY: PAP

Applicant:

Name(s) Aaron Platt, Liberty School, LLC
Mailing Address PO BOX 456, Heppner OR, 97836
Phone 541-408-8449 E-mail aplatt@wattconstruction.biz

Legal Property Owner: (if different from applicant)

Name(s) Watt Properties LLC.
Mailing Address PO BOX 456, Heppner OR, 97836
Phone 541-408-8449 E-mail aplatt@wattconstruction.biz

Proposed Conditional Use:

Description of Request and the Proposed Use Applying for a CUP as required for FFL licensing by the BATFE. Proposed use would be primarily for storage of firearms incidental to offsite business activities. The business engages in supplying accessories to firearms trainers at their locations and facilities. Business is confined to existing shop space adjacent to house.

Property Description:

Township 3S Range 25e Section _____ Tax Lot 701 Zoning Designation EFU
If Zoning Designation is EFU or FU, soil information is required with your statement.
Applicable Article, Section(s), and Subsection(s) _____

Physical Address 70119 Logan Lane, Heppner OR 97836
General Location South county. 5 miles NNW of Ruggs.

Located within a UGB? no If yes, which city? _____
Legal Access (e.g. road name) Logan Lane
Improvement Type and Condition of Road Gravel
Fire Protection District or Method Heppner
Solid Waste Disposal Method Dumpster service
Existing Use of the Property Residential and farm use.


Please provide a statement with the following information:

1. A plot plan of the property with existing and proposed structures and roads and accesses
2. Existing and proposed water supply
3. Existing and proposed sewage disposal method
4. Utilities and other public services provided
5. Signs and/or lighting required
6. Parking/loading and fencing required

7. Drainage, is the land or any portion of it subject to flooding?
8. What, if any, change will there be in traffic use of the existing access?
9. Will the proposed use generate more than 400 automobile trips per day?
10. Will any new access be required? If yes, describe.
11. A description of how the proposal will be compatible with surrounding land uses.
12. Describe how the proposal will comply with the requirements of Morrow County Zoning Ordinance Article 6.

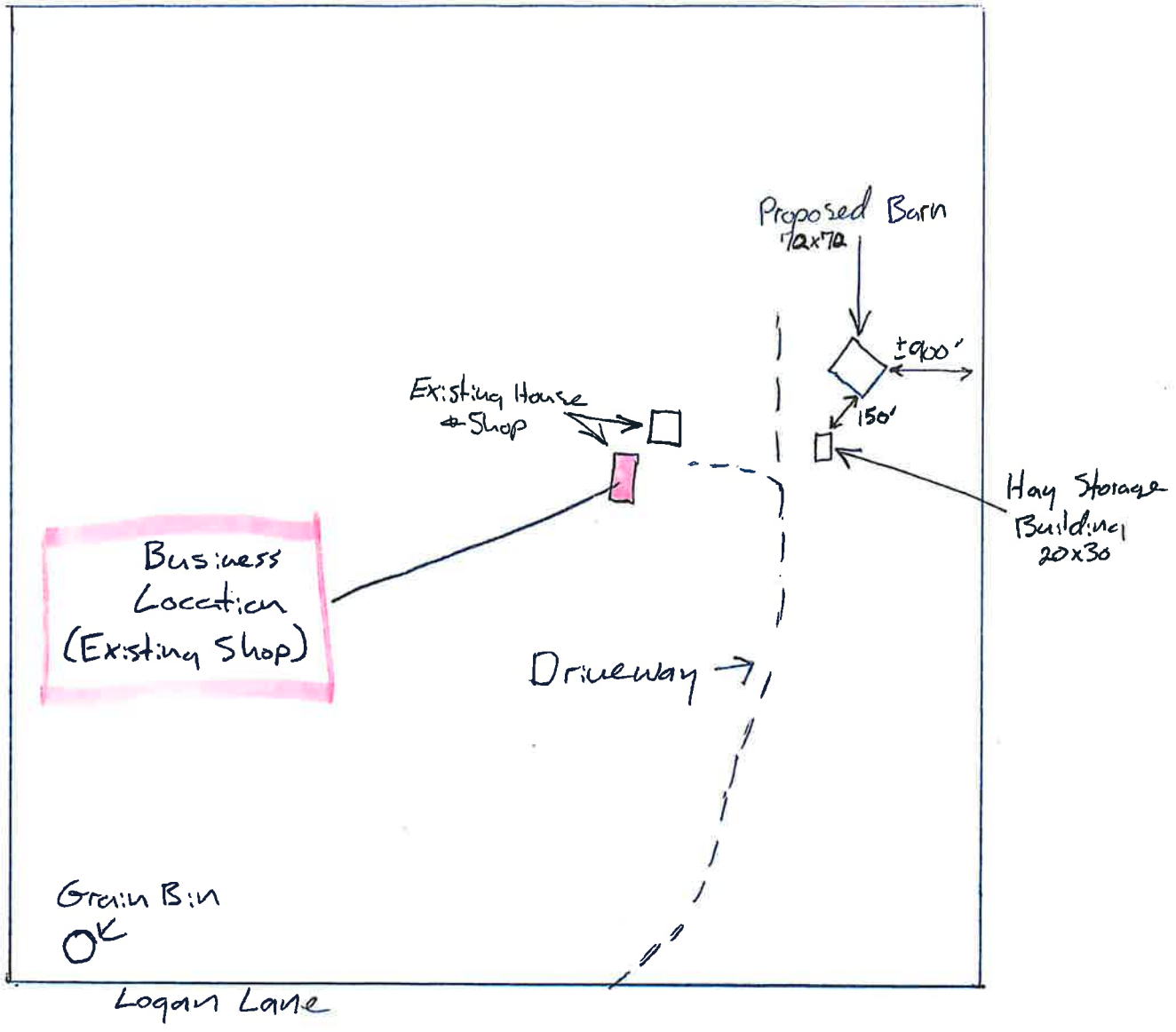
The applicant is responsible for providing all of the information to show compliance with the standards for approval. If you are unsure of the standards required by the code, the Planning Department can provide them. The plot plan and narrative should include enough detail to address specific issues about your particular application.

Signatures: I(we), the undersigned, acknowledge that I am familiar with the standards and limitations set forth by the Morrow County Zoning Ordinance and that additional information and materials may be required, as provided by the Zoning Ordinance and Comprehensive Plan. I propose to meet all standards set forth by the County's Zoning Ordinance and any applicable State and Federal regulations. I(we) certify that the statements and information provided with this application are true and correct to the best of my knowledge.

Signed:  _____ Applicant	_____ Legal Property Owner
Printed: Aaron Platt, Owner _____ Applicant	_____ Legal Property Owner
Date: 4/28/2026 _____	_____

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

**Morrow County Planning Department
 215 NE Main Ave, PO Box 40, Irrigon, OR 97844
 (541) 922-4624 FAX: (541) 922-3472**



70119 Logan Lane
 35, 25E, Lot 701

1. A plot plan of the property with existing and proposed structures and roads and accesses. **No new roads or structures needed.**
2. Existing and proposed water supply. **No new water supply needed. Existing water is sourced from house well.**
3. Existing and proposed sewage disposal method. **No proposed septic modifications.**
4. Utilities and other public services provided. **Electrical service is existing at house and shop.**
5. Signs and/or lighting required. **No signs or lighting required.**
6. Parking/loading and fencing required. **No parking or fencing needed.**
7. Drainage, is the land or any portion of it subject to flooding? **No.**
8. What, if any, change will there be in traffic use of the existing access? **No change.**
9. Will the proposed use generate more than 400 automobile trips per day? **No.**
10. Will any new access be required? If yes, describe. **No.**
11. A description of how the proposal will be compatible with surrounding land uses. **Use will be confined to an area inside existing building. No impact on agricultural activities.**
12. Describe how the proposal will comply with the requirements of Morrow County Zoning Ordinance Article 6. **Home occupation will consist of storing firearms and accessories inside existing accessory building, secondary to the current use of the property. No site improvements or alterations will be required. There will be no impact to current residence or farm uses. No commercial or customer traffic is needed for use. Business does not conduct on-site retail sales and has no employees.**

Morrow County Zoning Ordinance Article 3 Section 3.010 (01.08.26), Page 17 of 51

21. Home occupations and the parking of vehicles are allowed in the EFU zone, subject to OAR 660-033-0130(14) as follows:

a. Home occupations shall be operated substantially in the dwelling or other buildings normally associated with uses permitted in the zone in which the property is located. **Business will be operated in area of existing accessory building.**

b. A home occupation shall be operated by a resident or employee of a resident of the property on which the business is located, and shall employ on the site no more than five full-time or part-time employees. **No employees. Single person/occupant operation.**

c. The county may only approve a use provided in OAR 660-033-0120 as a home occupation if:

(1) The scale and intensity of the use is no more intensive than the limitations and conditions otherwise specified for the use in OAR 660-033-0120, and Morrow County Zoning Ordinance Article 3 Section 3.010 (01.08.26)

(2) The use is accessory, incidental and subordinate to the primary residential use of a dwelling on the property. **Use does not interfere or impede agriculture or farm use.**

Morrow County Zoning Ordinance Article 6 (01.08.25), Page 4 of 15

G. Home Occupations, when permitted as a conditional use and conducted as an accessory use, shall be subject to the following limitations:

1. The home occupation is to be secondary to the main use of the property as a residence and shall be conducted within the same dwelling or in an accessory building on the same property. **Operation will be located in existing accessory building on property.**

2. No structural alterations shall be allowed to accommodate the home occupation except when otherwise required by law, and then only after the plans for such alteration have been reviewed and approved. Such structural alterations shall not

detract from the outward appearance of the building as an accessory structure to a residence. **No structural changes or alterations needed.**

3. One non-illuminated sign not to exceed 200 square inches and bearing only the name and occupation of the resident shall be permitted. Applicant must show consistency with applicable sign provisions in Article 4 of this Ordinance. **No signage needed or planned.**

4. No materials or mechanical equipment shall be used which will be detrimental to the residential use of the property or adjoining residences because of vibration, noise, dust, smoke, odor, interferences with radio or television reception, or other factors. **No environmental impacts.**

5. No materials or commodities shall be delivered to or from the property which are of such bulk or quantity as to require delivery by a commercial vehicle or a trailer or the parking of customer's vehicles in a manner or frequency as to cause disturbance or inconvenience to nearby residents or necessitate off-street parking. **No customer traffic and typical UPS/FedEX/USPS type deliveries.**

6. Retail sales shall be limited or accessory to a service. **No retail sales.**

7. Be operated by a resident or employee of a resident of the property on which the business is located. **Operated by resident. No employees.**

8. The permit allowing a home occupation shall be reviewed every 12 months following the date the permit was issued and may continue the permit if the home occupation continues to comply with the requirements of this section.

9. Employ on the site no more than five full-time or part-time persons. **No employees.**

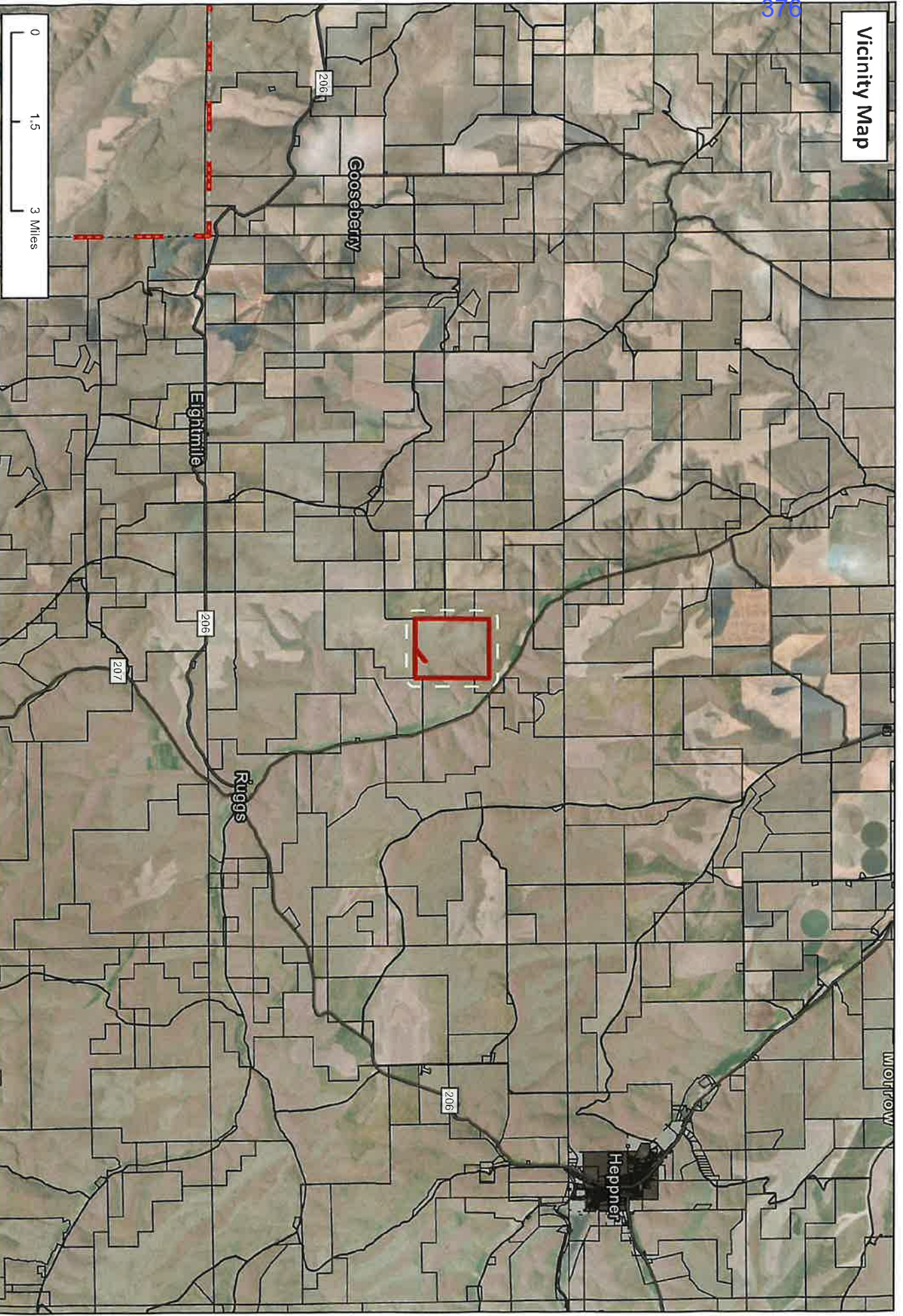
10. Not unreasonably interfere with other uses permitted in the zone in which the property is located. **No interference with agricultural uses.**

11. When a bed and breakfast facility is sited as a home occupation on the same tract as a winery established pursuant to Section 3.010 and is operated in association with the winery: **Not applicable.**

a. The bed and breakfast facility may prepare and serve two meals per day to the registered guests of the bed and breakfast facility; and

b. The meals may be served at the bed and breakfast facility or at the winery.

Vicinity Map



Application Number:	CUP-S-398-26	Subject Property Size:	800ac
Assessor's Map and Tax Lot:	03S25E TL701	Subject Property Zone:	EFU
Property Owner:	Aaron Platt	Applicable MCZO Section:	Section 3.010

City Limits
Urban Growth Boundary
County Boundary

Morrow County Tax Lots
Subject Parcel
750ft Notice Area

S:\Planning\CUP\South\2026

Coordinate System:
 NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN
 Cartography: By: Stephen Wieslitz
 Wednesday, May 20, 2026
 Morrow County Planning Department

ASSESSOR'S MAP/TAX	OWNER 1	OWNER 2	MAIL ADDRESS	CITY	STATE	ZIP CODE
03S25E0000000700	LOVGREN, PAT & BOBETTE		59108 RHEA CREEK RD	HEPPNER	OR	97836
03S25E0000000701	WATT PROPERTIES, LLC		2145 APPLE LP	LYONS	OR	97358
03S25E0000001000	MUNKERS, CRAIG W & BONNIE ANNE		PO BOX 637	LEXINGTON	OR	97839
03S25E0000000500	HOSKINS RANCH, LLC		53542 HWY 74	HEPPNER	OR	97836
03S25E0000001600	JEPSEN, WILLIAM R TRUSTEE ET AL		3 VALLEY HEIGHTS DR	ENTERPRISE	OR	97828
03S25E0000001500	LOGAN, EUGENE S, JR & LOGAN, JEANETTE C		PO BOX 3	IONE	OR	97843
03S25E0000000800	HARRISON, ROBERT WAYNE & SHARON, TR		64436 CLARK CANYON RD	LEXINGTON	OR	97839

CUP-S-398-26 | Aaron Platt | **EFU** 750ft Notice Area.
 03S25E TL701
 s:\Planning\Conditional Use Permits\South\2026

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P.O. Box 40 • 215 NE Main Ave. Irrigon, Oregon 97844
(541) 922-4624 • www.morrow.or.us/planning

June 23, 2026

MEMO

TO: Morrow County Planning Commission

FROM: George Cress, Principal Planner 

RE: Amendment of a Proposed Change to the Comprehensive Plan or Land Use Regulation, AC-168-26, Goal 5 Aggregate Resources Inventory.

The purpose of this memorandum is to recommend formal adoption for the Amendment of a Proposed Change to the Comprehensive Plan or Land Use Regulation, AC-168-26.

John and Diane Kilkenny, Property Owners, are requesting a Comprehensive Plan Amendment to add a Significant Aggregate Resource site to the Goal 5 Inventory. The amendment would allow the designation of an approximately forty-three-acre aggregate site as a Large Significant Site on land zoned Exclusive Farm Use. The subject property is identified as Tax Lot 1300 of Assessor's Map 2S28E Section 21. Approval criteria include Morrow County Zoning Ordinance (MCZO) Exclusive Farm Use Zone, Article 3, Section 3.200, Significant Resource Overlay Zone, SRO, (C) Aggregate and Mineral Sites, Article 8 Amendments, ORS 215.298, OAR 660-023-0180(3)(5)(7), OAR 660-023-040, and OAR 660-023-060.

The proposed aggregate quarry site is approximately forty-three acres in size and is a part of a larger 4,539-acre parcel located in south Morrow County. The nearest residence is approximately two miles away. Aggregate from the quarry site will be used for local road construction and site material for the proposed Heppner Wind Farm.

The proposed quarry will be a new site and is not on the County's list of Significant Aggregate Resources in the Comprehensive Plan as required in OAR 660-023-0180. The property owner's submitted application states that the proposed quarry site is large enough to provide more than 500,000 tons of aggregate material. The owner has also submitted recent test results from a lab that indicate the material from the site meets the Oregon Department of Transportation Base Aggregate Specifications.

The surrounding land is agricultural, including dryland wheat and range land. The nearest residence is approximately two miles away and is owned by the applicant.

Recommendation:

For the Morrow County Planning Commission to recommend that the Board of Commissioners adopt the Amendment to the Goal 5 Significant Aggregate Resource Inventory in the County Comprehensive Plan and designate the proposed quarry as a Large Significant Site in accordance with OAR 66-023-0180 (4).

Please refer to the Final Findings of Fact Application Number AC (M)-168-26, Goal 5 Aggregate Site and supporting materials available on the Morrow County Planning website.

FINDINGS OF FACT
Application Number
AC(M)-168-26
Goal 5 Aggregate Site

REQUEST: Proposed change to the Comprehensive Plan to allow development of a new aggregate rock quarry site on EFU-zoned property. This proposal is to amend the Goal 5 Significant Aggregate Resource Inventory in the County Comprehensive Plan and designate the proposed quarry as a Large Significant Site in accordance with OAR 660-023-0180 (4).

APPLICANT: Diane Kilkenny

OWNER: John O. and Diane L. Kilkenny

PROPERTY OWNER:

PROPERTY DESCRIPTION: Tax Lot 1300 of Assessor's Map 2S 28E Sec 21

PROPERTY LOCATION: 79074 Hwy 74, Heppner, OR 97836

FINDINGS OF FACT:

- I. **BACKGROUND INFORMATION:** The proposed aggregate quarry site is approximately forty-three acres in size and is a part of a larger 4,539-acre parcel located in south Morrow County. The nearest residence is approximately two miles away. Aggregate from the quarry site will be used for local road construction and site material for the proposed Heppner Wind Farm.

The proposed quarry will be a new site and is currently not on the County's list of Significant Aggregate Resources in the Comprehensive Plan as required in OAR 660-023-0180. The property owner's submitted application states that the proposed quarry site is large enough to provide more than 500,000 tons of aggregate material. The owner has also submitted recent test results from a lab that indicate the material from the site meets the Oregon Department of Transportation Base Aggregate Specifications.

Surrounding Land Uses. The surrounding land is agricultural, including dryland wheat and range land. The nearest residence is approximately two miles away and is owned by the applicant.

Quarry Site Operation and Reclamation. The property owner's application indicates the area of extraction is approximately 43 acres in size and will be mined as needed to meet demand for the aggregate. The property owner has applied for a Department of Geology and Mineral Industries (DOGAMI) permit.

The proposed site is currently not designated a "significant" Goal 5 resource in the Comprehensive Plan. Approval of the application would identify the site as a Large Significant Resource Site in the Comprehensive Plan.

- II. **APPROVAL CRITERIA:** The applicant has filed under the Morrow County Zoning Ordinance, ARTICLE 3, USE ZONES, Section 3.010 Exclusive Farm Use Zone, Section 3.200 Significant Resource Overlay Zone, ARTICLE 8 AMENDMENTS, Oregon Revised Statutes 215.298 and Oregon Administrative Rule 660-033-0180 Mineral and Aggregate Resources. Specific criteria are listed below in **bold type**, followed by a response in standard type:

The following uses are permitted subject to county review, any specific standards for the use set forth in Section F, Article 6, the general standards for the zone, and any other applicable standards and review process in the ordinance:

10. Operations conducted for mining, crushing or stockpiling of aggregate and other mineral and other subsurface resources subject to ORS 215.298.

SECTION 3.200 Significant Resource Overlay Zone. The purpose of the Significant Resource Overlay Zone is to protect significant mineral resources, scenic areas, natural areas, and fish and wildlife habitat in Morrow County, and to permit development which is compatible with such protection.

A. Application. The Significant Resource Overlay Zone shall be applied to those sites designated as a Significant Resource Site on the Morrow County Comprehensive Plan Goal 5 Resource Map, and determined to be worthy of full protection or limited protection against conflicting uses.

B. Permissible Uses. If a use or activity permitted outright in the underlying zone, or a use or activity requiring a zoning permit in the underlying zone is listed in Section 3.200 E as a conflicting use or activity, it shall become a conditional use subject to the provisions of Article 6 and the provisions of this ordinance.

C. Categories.

1. Aggregate and Mineral Sites. The Zoning Map will be amended to apply the Overlay Zone to an approved mining site including an impact area. Mineral and aggregate sites approved in Morrow County may have an impact area of up to 1500 feet when permitted under certain Comprehensive Plan approval processes. Based on the Comprehensive Plan analysis, development in an Overlay Zone impact area is subject to the following standards:

a. Uses permitted Outright. Uses permitted outright in the underlying zone, except conflicting uses described in the Comprehensive Plan Analysis may be permitted subject to the standards and criteria of the underlying zone.

b. Uses Allowed Conditionally. Uses permitted conditionally in the underlying zone and conflicting uses shall be reviewed as conditional uses subject to the standards and criteria of the underlying zone and the criteria listed in paragraph 4 below.

c. Prohibited Uses. Uses identified through the Comprehensive Plan analysis as incompatible with mining in all instances shall not be permitted within the impact area.

d. Approval Criteria for proposed uses allowed conditionally in the impact area. The applicant must demonstrate compliance with the following criteria:

i. The proposed use will not interfere with or cause an adverse impact on lawfully established and lawfully operating mining operations;

ii. The proposed use will not cause or threaten to cause the mining operation to violate any applicable standards of this Section or County approval in the Comprehensive Plan;

iii. An application for a new noise or dust sensitive use shall demonstrate that the mining operation in the adjacent extraction area will maintain compliance with DEQ noise control standards and ambient air quality and emission standards as measured at the new noise or dust sensitive use. If deemed necessary by the Planning Director, the applicant for a new noise sensitive use shall submit an analysis prepared by an acoustical engineer, demonstrating that the applicable DEQ noise control standards are met or can be met by a specified date. If noise mitigation measures are necessary to ensure continued compliance on the part of the mining operation such measures shall be a condition of approval. If noise mitigation measures are inadequate to ensure compliance with DEQ noise control standards, the noise sensitive use shall not be approved within the impact area. (MC OR-1-2013).

The above criteria would apply to future conditional use permit applications. All the land in the impact area is zoned Exclusive Farm Use, and subsequently, a limited number of uses are allowed. There are no residential dwellings in the impact area. The proposed site is adjacent to the proposed Heppner Wind Farm. Aggregate material from the quarry will be used in both the construction of the wind farm and a local service road which provides access for the renewable energy project.

The proposed forty- three (43) acre quarry site is located near or on a rocky ridge line with an average soil depth of 3” to 6”. Surrounding property for the proposed quarry site is hilly range land owned by the applicant. Parcels abutting the proposed site are lands zoned EFU. See attached map.

Any future uses that may conflict with the quarry are required to be analyzed in accordance with OAR Requirements for Complying with Goal 5 660-023-0180 (5). Future structures may be permitted on parcels located inside the impact area and are subject to property line setback requirements of 100 feet.

Termination of the Overlay Zone. When a significant aggregate site has been depleted or can be proven to be uneconomical to mine, and either the reclamation completed or a proposed zone change and development approved by the County that would eliminate the need for the reclamation, the Overlay Zone can be removed. Rezoning or other actions to terminate mining or the protection of the resource will not relieve requirements on the part of the owner or operator of obligations regarding the site in accordance with County approvals and Oregon Law. (MC OR-1-2013).

ARTICLE 8. AMENDMENTS:

SECTION 8.040. CRITERIA. The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Board of Commissioners in reaching their decision.

A. The local conditions have changed and would warrant a change in the zoning of the subject property(ies).

This Amendment is requested by the property owner in order to extract aggregate material to provide for the development of a nearby future wind farm and access road..

B. The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.

The site location for the proposed Plan Amendment will not require any improvement to public roads nor infrastructure. Access from the rock quarry to the proposed wind farm will be via a local gravel service road owned and developed by the applicant/property owner and not require changes to existing public roadways.

1. Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:

- a. Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway;
- b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land Uses consistent with the requirement of the Transportation Planning Rule; or,
- c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes.

2. A plan or land use regulation amendment significantly affects a transportation facility if it:

- a. Changes the functional classification of an existing or planned transportation facility;
- b. Changes standards implementing a functional classification;
- c. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or
- d. Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98).

As stated by the applicant, the proposed quarry will generate truck traffic by vehicles using private local service roads and will not cause impacts to the functional classification nor service levels of the primary and secondary public roads.

C. That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.

The proposed Plan Amendment is consistent with unamended portions of the Comprehensive Plan. This application supports County adopted goals and policies for utilizing available local resources to support renewable energy project development.

C. The request addresses issues concerned with public health and welfare, if any.

The aggregate mined from this proposed quarry site will be used to support the development of a local renewable energy project, as well as future road and energy projects. This project could help meet the goals of the State of Oregon towards reducing the reliance on fossil fuels which has public health implications. The quarry would also generate an additional revenue source to help support the local farming community.

Aggregate mined from this quarry is intended initially to be used for a proposed nearby wind farm. Any future offsite hauling of aggregate from this quarry will be subject to review and approval by the County Planning and Public Works Departments in accordance with County Road standards, dust abatement, and a Road Use Agreement (RUA). This approval includes a condition to require a Road Use Agreement and compliance with county road standards and dust abatement.

ORS 215.298 Mining in exclusive farm use zone; land use permit:

(2)(a) Except as provided in subsection (3) of this section, for purposes of ORS 215.213 (2) and 215.283 (2), a land use permit is required for mining more than 1,000 cubic yards of material or excavation preparatory to mining of a surface area of more than one acre. A county may set standards for a lower volume or smaller surface area than that set forth in this subsection.

(b) A permit for mining of aggregate shall be issued only for a site included on an inventory in an acknowledged comprehensive plan.

This application will require a determination of Goal 5 significance by the Board of County Commissioner's in order for mining to be permitted. If approved the site will be included in the Morrow County's inventory of Significant Aggregate Sites in the Comprehensive Plan.

Oregon Case Law; Oregon Case Law LUBA Beaver State Sand and Gravel v. Douglas County, 43 or LUBA 140 (2002). The ORS 215.298 provision allows a mining operation on EFU-zoned lands if the site is on an "inventory" in a comprehensive plan. Under the Goal 5 rule the term "inventory" referred to an inventory of significant mineral sites. ORS 215.209 allows mining in an EFU zone only if the site is on a comprehensive plan inventory of significant mineral sites, not if the site is on a separate list of non-significant sites. This action takes into account the LUBA Case described above. If approved, the aggregate mine will be placed on the Comprehensive Plan list of Large Significant Mineral Sites.

OAR 660-023-0180 Mineral and Aggregate Resources:

(3) An aggregate resource site shall be considered significant if adequate information regarding the quantity, quality, and location of the resource demonstrates that the site meets any one of the criteria in subsections (a) through (c) of this section, except as provided in subsection (d) of this section:

(a) A representative set of samples of aggregate material in the deposit on the site meets applicable Oregon Department of Transportation (ODOT) specifications for base rock for air degradation, abrasion, and soundness, and the estimated amount of material is more than 2,000,000 tons in the Willamette Valley, or more than 500,000 tons outside the Willamette Valley;

(b) The material meets local government standards establishing a lower threshold for significance than subsection (a) of this section; or

(c) The aggregate site was on an inventory of significant aggregate sites in an acknowledged plan on September 1, 1996.

(d) Notwithstanding subsections (a) and (b) of this section, except for an expansion area of an existing site if the operator of the existing site on March 1, 1996, had an enforceable property interest in the expansion area on that date, an aggregate site is not significant if the criteria in either paragraphs (A) or (B) of this subsection apply:

(A) More than 35 percent of the proposed mining area consists of soil classified as Class I on Natural Resource and Conservation Service (NRCS) maps on June 11, 2004; or

(B) More than 35 percent of the proposed mining area consists of soil classified as Class II, or of a combination of Class II and Class I or Unique soil, on NRCS maps available on June 11, 2004, unless the average thickness of the aggregate layer within the mining area exceeds:

(i) 60 feet in Washington, Multnomah, Marion, Columbia, and Lane counties;

(ii) 25 feet in Polk, Yamhill, and Clackamas counties; or

(iii) 17 feet in Linn and Benton counties.

Adequate information has been provided to the Planning Department regarding the quality, quantity, and location of the aggregate as required by (a) above. Test results from Carlson Testing, Inc. are attached. Based on the test results, the site can be deemed a significant resource. The quarry site is comprised of predominantly gravel, very gravelly loam, a class VII soil (USDA Soil Survey of Morrow County Area, 1983), Per the application, the site has the potential to produce in excess of 500,000 tons of aggregate. Based on test results, this quarry site complies with OAR. 666-02306180 (3) (a) Mineral and Aggregate Resources.

(4) Notwithstanding section (3) of this rule, a local government may also determine that an aggregate resource site on farmland is significant if subsections (a) and (b) of this section apply or if subsection (c) of this section applies:

(a) The quantity of material proposed to be mined from the site is estimated to be 2,000,000 tons of aggregate material or less for a site in the Willamette Valley, or 500,000 tons or less for a site outside the Willamette Valley; and

(b) Not more than 35 percent of the proposed mining area consists of soil:
(A) Classified as Class I on Natural Resource and Conservation Service (NRCS) maps available on June 11, 2004; or

(B) Classified as Class II, or of a combination of Class II and Class I or Unique soil, on NRCS maps on June 11, 2004, unless the average thickness of the aggregate layer within the mining area exceeds the

amounts specified in paragraph (B) of subsection (3)(d) of this rule.

(c) A local land use permit that allows mining on the site was issued prior to April 3, 2003, and the permit is in effect at the time of the significance determination.

(5) For significant mineral and aggregate sites, local governments shall decide whether mining is permitted. For a PAPA application involving an aggregate site determined to be significant under section (3) of this rule, the process for this decision is set out in subsections (a) through (g) of this section. A local government must complete the process within 180 days after receipt of a complete application that is consistent with section (8) of this rule, or by the earliest date after 180 days allowed by local charter.

(a) The local government shall determine an impact area for the purpose of identifying conflicts with proposed mining and processing activities. The impact area shall be large enough to include uses listed in subsection (b) of this section and shall be limited to 1,500 feet from the boundaries of the mining area, except where factual information indicates significant potential conflicts beyond this distance. For a proposed expansion of an existing aggregate site, the impact area shall be measured from the perimeter of the proposed expansion area rather than the boundaries of the existing aggregate site and shall not include the existing aggregate site.

A 1,500-foot study area was used to measure the impacts of this proposed use. An impact area map is attached to these findings. The existing uses within the impact area are agriculture, comprising mainly of scab range lands, sparse cattle grazing and dryland wheat farming.

(b) The local government shall determine existing or approved land uses within the impact area that will be adversely affected by proposed mining operations and shall specify the predicted conflicts. For purposes of this section, “approved land uses” are dwellings allowed by a residential zone on existing platted lots and other uses for which conditional or final approvals have been granted by the local government. For determination of conflicts from proposed mining of a significant aggregate site, the local government shall limit its consideration to the following:

(A) Conflicts due to noise, dust, or other discharges with regard to those existing and approved uses and associated activities (e.g., houses and schools) that are sensitive to such discharges;

The proposed 43-acre quarry site is located on a larger 4,539- acre parcel, Tax Lot 1300. Surrounding properties in the Study Area are similar in nature to the proposed quarry site. The nearest residential dwelling is located approximately 2 miles in distance and owned by the applicant. The quarry activities do not appear

to create noise, dust or other discharges that would impact residential dwellings or farm uses in the impact area or outside of the parcel boundaries.

(B) Potential conflicts to local roads used for access and egress to the mining site within one mile of the entrance to the mining site unless a greater distance is necessary in order to include the intersection with the nearest arterial identified in the local transportation plan. Conflicts shall be determined based on clear and objective standards regarding sight distances, road capacity, cross section elements, horizontal and vertical alignment, and similar items in the transportation plan and implementing ordinances. Such standards for trucks associated with the mining operation shall be equivalent to standards for other trucks of equivalent size, weight, and capacity that haul other materials;

Due to the location and resulting minimal impacts to existing farm uses and residential dwellings there are no proposed mitigating measures recommended at this time, other than dust abatement on haul roads, both private and public. It is understood that one of the destinations for the aggregate materials is the proposed Heppner Wind Farm. The trucks hauling aggregate will utilize a local road with direct access to the proposed Heppner Wind Farm. Truck traffic accessing local public roads is anticipated to be minimal. However, as a condition of approval, landowner and quarry operator will be required to sign a Road Use Agreement with County Public Works.

(C) Safety conflicts with existing public airports due to bird attractants, i.e., open water impoundments as specified under OAR chapter 660, division 013;

There are no airports within the impact area. The nearest airport identified in County Comprehensive Plan is located at Lexington. There are no proposed mitigating measures.

(D) Conflicts with other Goal 5 resource sites within the impact area that are shown on an acknowledged list of significant resources and for which the requirements of Goal 5 have been completed at the time the PAPA is initiated;

No significant resources have been identified on the site, or within the impact area. There are no proposed mitigating measures.

(E) Conflicts with agricultural practices; and

Agricultural use within 1,500 feet are minimal due to the fact that the property does not have water rights and the soil types are not suitable for farming other than grazing. According to the application, the quarry site is located on hilly area with rock outcrops and will not provide for a sustainable return from farming practices.

(F) Other conflicts for which consideration is necessary in order to carry out ordinances that supersede Oregon Department of Geology and Mineral Industries (DOGAMI) regulations pursuant to ORS 517.780.

No other conflicts have been identified.

- (c) The local government shall determine reasonable and practicable measures that would minimize the conflicts identified under subsection (b) of this section. To determine whether proposed measures would minimize conflicts to agricultural practices, the requirements of ORS 215.296 shall be followed rather than the requirements of this section. If reasonable and practicable measures are identified to minimize all identified conflicts, mining shall be allowed at the site and subsection (d) of this section is not applicable. If identified conflicts cannot be minimized, subsection (d) of this section applies.**

The only potential conflict that might arise from the proposed use is the potential of fugitive dust from the quarry site operations or from trucks accessing the adjacent proposed Heppner Wind Farm. Fugitive dust impacts resulting from this use should be minimal due to the remote location of the quarry site and the use of a private local road to haul aggregate material to the proposed wind farm site. Reasonable and practicable measures are identified that will minimize the identified conflict that might arise from mining practices or haul trucks accessing local gravel roads. Additionally, the quarry operator and/or landowner will be required to sign a Road Use Agreement with County Public Works.

- (d) The local government shall determine any significant conflicts identified under the requirements of subsection (c) of this section that cannot be minimized. Based on these conflicts only, local government shall determine the ESEE consequences of either allowing, limiting, or not allowing mining at the site. Local governments shall reach this decision by weighing these ESEE consequences, with consideration of the following:**

(A) The degree of adverse effect on existing land uses within the impact area;

(B) Reasonable and practicable measures that could be taken to reduce the identified adverse effects; and

(C) The probable duration of the mining operation and the proposed post-mining use of the site.

Mitigation measures can be added to the permit if conflicts are identified. Conflicting uses have not been identified as part of the application review at this time.

- (e) Where mining is allowed, the plan and implementing ordinances shall be amended to allow such mining. Any required measures to minimize conflicts, including special conditions and procedures regulating mining, shall be clear and objective. Additional land use review (e.g., site plan review), if required by the local government, shall not exceed the minimum review necessary to assure compliance with these requirements and shall not provide opportunities to deny mining for reasons unrelated to these requirements, or to attach additional approval requirements, except with regard to mining or processing activities:**

The application review did not reveal any conflicts. The Comprehensive Plan may be amended pursuant to the Board of Commissioners' adopted findings.

(A) For which the PAPA application does not provide information sufficient to determine clear and objective measures to resolve identified conflicts;

(B) Not requested in the PAPA application; or

(C) For which a significant change to the type, location, or duration of the activity shown on the PAPA application is proposed by the operator.

(f) Where mining is allowed, the local government shall determine the post-mining use and provide for this use in the comprehensive plan and land use regulations. For significant aggregate sites on Class I, II and Unique farmland, local governments shall adopt plan and land use regulations to limit post-mining use to farm uses under ORS 215.203, uses listed under ORS 215.213(1) or 215.283(1), and fish and wildlife habitat uses, including wetland mitigation banking. Local governments shall coordinate with DOGAMI regarding the regulation and reclamation of mineral and aggregate sites, except where exempt under ORS 517.780.

The applicant has applied for a permit for the proposed use from DOGAMI. The applicant has stated that site will be reclaimed after the mining operation is no longer in operation.

(g) Local governments shall allow a currently approved aggregate processing operation at an existing site to process material from a new or expansion site without requiring a reauthorization of the existing processing operation unless limits on such processing were established at the time it was approved by the local government.

The applicant is seeking a permit to create a new rock quarry. No existing mining operations are currently on the Tax Lot.

(6) For an aggregate site on farmland that is determined to be significant under section (4) of this rule, the requirements of section (5) of this rule are not applicable, except for subsection (5)(f), and the requirements of OAR 660-023-0040 though 660-023-0050 are not applicable. Instead, local governments shall decide whether mining is permitted by applying subsections (a) through (d) of this section:

(a) The proposed aggregate mine shall satisfy discretionary conditional use permit approval standards adopted by the local government pursuant to applicable requirements of ORS 215.213(2) or 215.283(2), and the requirements of ORS 215.296 and 215.402 through 215.416;

(b) The local government shall determine the post-mining use in accordance with subsection (5)(f) of this rule;

(c) The local government shall issue a permit for mining aggregate only for

a site included on an inventory of significant aggregate sites in the comprehensive plan in accordance with ORS 215.298(2); and

(d) The conditional use permit shall not allow mining of more than the maximum amount of aggregate material specified under subsection (4)(a) of this rule.

(7) Except for aggregate resource sites determined to be significant under section (4) of this rule, local governments shall follow the standard ESEE process in OAR 660-023-0040 and 660-023-0050 to determine whether to allow, limit, or prevent new conflicting uses within the impact area of a significant mineral and aggregate site. (This requirement does not apply if, under section (5) of this rule, the local government decides that mining will not be authorized at the site.)

(8) In order to determine whether information in a PAPA submittal concerning an aggregate site is adequate, local government shall follow the requirements of this section rather than OAR 660-023-0030(3). An application for approval of an aggregate site following sections (4) and (6) of this rule shall be adequate if it provides sufficient information to determine whether the requirements in those sections are satisfied. An application for a PAPA concerning a significant aggregate site following sections (3) and (5) of this rule shall be adequate if it includes:

(a) Information regarding quantity, quality, and location sufficient to determine whether the standards and conditions in section (3) of this rule are satisfied;

(b) A conceptual site reclamation plan;

NOTE: Final approval of reclamation plans resides with DOGAMI rather than local governments, except as provided in ORS 517.780

(c) A traffic impact assessment within one mile of the entrance to the mining area pursuant to section (5)(b)(B) of this rule;

(d) Proposals to minimize any conflicts with existing uses preliminarily identified by the applicant within a 1,500 foot impact area; and

(e) A site plan indicating the location, hours of operation, and other pertinent information for all proposed mining and associated uses.

(9) Local governments shall amend the comprehensive plan and land use regulations to include procedures and requirements consistent with this rule for the consideration of PAPAs concerning aggregate resources. Until such local regulations are adopted, the procedures and requirements of this rule shall be directly applied to local government consideration of a PAPA concerning mining authorization, unless the local plan contains specific criteria regarding the consideration of a PAPA proposing to add a site to the list of significant aggregate sites, provided:

(a) Such regulations were acknowledged subsequent to 1989; and

(b) Such regulations shall be amended to conform to the requirements of this rule at the next scheduled periodic review after September 1, 1996, except as provided under OAR 660-023-0250(7).

Comprehensive Plan Goal 5 Inventory

This proposed amendment to the Morrow County Comprehensive Plan is to add the Kilkenny Pit to the list of Goal 5 protected, Large Significant Aggregate Sites. The following proposed changes will be made to Open Space, Scenic and Historic Area Aggregate mines with Goal 5 Protection. See attached Inventory.

III. LEGAL NOTICE PUBLISHED: June 4, 2026

IV. AGENCIES NOTIFIED: May 26, 2026

V. PROPERTY OWNERS NOTIFIED: June 10, 2026

VI. HEARING DATE: June 30, 2026

VII. RECOMMENDATION OF THE MORROW COUNTY PLANNING COMMISSION:
Recommendation of staff is to approve the application subject to CONDITIONS OF APPROVAL:

VIII. FINAL DECISION.

Actions:

The Planning Commission may recommend to the Morrow County Board of Commissioners, approval of the application subject to the following conditions of approval:

1. Adopt the Findings.
2. Include the aggregate site as a Large Significant Site in the list of Goal 5 Significant Aggregate Resources in the Comprehensive Plan.
3. Apply the Aggregate Resources Overlay Zone.

Decision includes allowing mining at the subject property subject to the following Conditions of Approval;

CONDITIONS OF APPROVAL:

1. Quarry will be operated in accordance with state and federal Mine Safety regulations.
2. Operating hours shall be 7 Am to 4 PM. However, Public Works Director may request the Planning Director authorize extended hours for emergency or special circumstances.

3. The applicant and operator shall take appropriate measures to abate blowing dust and sand.
4. Once adopted, the Goal 5 protection and the Significant Resources Overlay Zone require that any new use within 1,500 feet from the quarry that would have the potential to conflict with the protected mining site, such as a residential use, or uses that would cover or prevent access to the site, shall be evaluated as required and shown to not conflict with the mining use. For mitigation purposes, appropriate conditions of approval for the new use may be required.
5. Provide to the Morrow County Weed Coordinator/Inspector a weed plan for the control of noxious weeds and “weeds of economic importance.” This shall include a pre-mining weed survey.
6. Provide verification from DEQ that the mining operation complies with applicable DEQ ambient air quality and emissions standards and submit the air permit, if applicable. Note: Typically, the Air Quality Permit is assigned to the rock crusher owner/operator.
7. Provide water for dust abatement and mining, both on-site on haul roads, both haul roads on private lands and public roads.
8. Site shall remain free of garbage and debris and will otherwise comply with the Solid Waste Ordinance.
9. Upon reclamation, the site shall be returned to appropriate farm or grazing use or wildlife habitat.
10. Comply with recommendations of the Natural Hazards Planner from DLCD and/or FEMA, relative to the flood hazard overlay.
11. Sign a Road Use Agreement (RUA) with County Public Works prior to utilizing county-owned roadways.

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Chair

Jeff Wenholz, Vice Chair

Gus Peterson, Commissioner

DATE: _____

ATTACHMENTS:

- Applicant's Map
- Aggregate Test Results,
- Site Map
- Soils Map
- 1,500 Impact Study Area Map
- Aggregate Inventory List



LAND USE APPLICATION
AGGREGATE MINING

RECEIVED
396
MAY 26 2026

BY: MR

PRE-APPLICATION CONFERENCE FEE: _____

FEE: \$3,300.00 ck 8904

CUP _____ AC-168-26 AC(M) _____ AZ(M) _____

Date Received _____ Date Deemed Complete _____

Applicable Zoning Ordinance Criteria: _____

Zoning Designation _____

- EFU under 500k tons of aggregate FARMLAND SIGNIFICANT
- EFU over 500k tons of aggregate GOAL 5 SIGNIFICANT
- EFU over 100k tons but under 500k tons GOAL 5 SMALL SITE SIGNIFICANT
- Other Zones, other mining uses
 - CUP
 - GOAL 5

Applicant:

Name(s) John Kilkenny - Diane Kilkenny

Address 79074 hwy 74 lena

Heppner OR 97836

Phone (541) 969-5314 E-mail address kilkennyjo@gmail.com

Legal Owner: (if different from applicant)

Name(s) John Kilkenny - Diane Kilkenny

Address Same

Proposed Use:

Description of Request and the Proposed Use:

We would like to develop a rock quarry for future road developments and wind farm developments in our area

Existing Property Description:

Township 28 Range 2s Section 21 Tax Lot(s) 1300

Parcel Acreage _____ Aggregate Site Acreage 43

Located within an UGB? No If yes, which city? _____

Physical Address 79074 hwy 74 lena Heppner Or 97836 United States

General Location 11 miles east of heppner on highway 74, then 3/4 mile south of highway 74 on freeze out ridge road.

Please provide 3 maps:

1. A plot plan of the property with existing and proposed structures, roads and accesses.
2. Provide a clearly marked boundary map of the area you plan to mine.
3. Provide a Soils Map (EFU or FU) and information of the subject property with the aggregate area clearly marked.

Please answer the following questions. Range land, cattle grazing

1. How is the parcel currently used? _____
2. How is the proposed aggregate site currently used? Range land, cattle grazing - very thin soil - 3" to 6"
3. Is the parcel in a listed groundwater area? No _____
4. What is your existing or proposed water supply? None _____
5. What Fire Protection District are you in? Heppner rural _____
6. What utilities exist or will be needed? None _____
7. What is your solid waste disposal method? Miller garbage _____
8. What is the existing and proposed sewage disposal method? Portable toilets proposed
9. What will be the hours of operation? 7am to 6 pm _____
10. How will you address environmental effects such as noise, vibration, air pollution, glare and odor? _____
There are no buildings or houses within 2 miles of this site it is a very Remote site
11. Will there be a yard or open space around the site? Yes for rock storage _____
12. Will there be any temporary or permanent structures? If yes, Zoning approval will be needed for structures over 100 square feet. NO
13. What road is your access permit on? What is the road type and condition? Freeze out ridge road, primitive county Road will be improved by me
14. Will the use generate more than 400 passenger car equivalent trips per day? A Traffic Impact Analysis will be required for more than 400. No _____
15. Is there appropriate access for emergency vehicles? Yes _____
16. Will there be a parking or loading area, and will there be screening, drainage, surfacing or other improvements? These areas will need to be kept in a dust free condition. Yes _____
17. Will there be signs? If there are signs beyond safety signs they must comply with MCZO Article 4 Section 4.070. No _____
18. Will there be outdoor lighting? No _____
19. Will there be diking, screening, landscaping, or another facility to protect adjacent or nearby property? No _____
20. Will there be a fence? If over 6 feet in height, Zoning approval will be needed. No _____

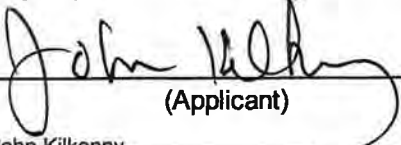
- 21. What will be done to protect and preserve existing trees, vegetation, water resources, wildlife habitat or other significant natural resources on the property? Only affected quarry area will be disturbed, and ultimate
- 22. Have you contacted DOGAMI? Yes
- 23. Is this the most appropriate use of the land? Yes, this is very rocky ridge top. very poor green lead
- 24. Will you need to protect pedestrians and vehicles through fencing and screening? No
- 25. How will you protect fish and wildlife and ecological systems through control of potential air and water pollutants? There are no nearby waterways or water developments. Wildlife will have thousands of adjoining acres
- 26. How will you prevent the collection and stagnation of water at all stages of the operation? Water will drain into the bottom of the pit, and then filter into soil.
- 27. How will you rehabilitate the land upon termination of the operation? We will spread top spoil over quarry and native grass
- 28. How does this meet the needs of residents or landowners within the County and Urban Growth Areas? This will supply rock for local construction projects and keep trucks off of public roads
- 29. How close will the aggregate operation be to the nearest residential or commercial use? 2 miles

Please provide this information for Goal 5 Significance:
See Morrow County Comprehensive Plan, Goal 5 Analysis Chapter.

The applicant is responsible for providing all of the information to show compliance with the standards for approval. If you are unsure of the standards required by the code, the Planning Department will be happy to provide them, but it is the applicant's duty to prove to us that your proposal meets all of the given code requirements. Your plot plan and narrative should show or answer the above items as well as address specific issues about your particular application.

Signatures:

I(we), the undersigned, acknowledge that I am familiar with the standards and limitations set forth by the Morrow County Zoning Ordinance and that additional information and materials may be required, as provided by the Zoning Ordinance and Comprehensive Plan. I propose to meet all standards set forth by the County's Zoning Ordinance and any applicable State and Federal regulations. I(we) certify that the statements and information provided with this application are true and correct to the best of my knowledge.

Signed: 
 (Applicant)
John Kilkenny
 (Legal Owner)


 (Applicant)
Diane Kilkenny
 (Legal Owner)

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

Date: 4-23-26

Fee: _____

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

Kilkenny Proposed Rock Quarry ,

We are proposing to have a rock quarry on our very remote land. This site is 2 miles from our house, which is the nearest house. There are no house or buildings visible from this site. It is ½ mile south of highway 74. The site is on top of a hill which is not visible from the highway. The soil on the proposed site is very rock waha soil. The average soil depth is 3" to 6" in depth. It would never be considered as tillable. It is also very poor range land because of the lack of soil, the grass does not have soil to enable it to grow. The site is in the center of the proposed Heppner Wind farm. Having a quarry there would allow the trucks to access all of the proposed roads for the wind farm, without having to carry gravel on the state or county roads. This would not only save the roads for the wear caused by loaded trucks, but would also eliminate the safety issues of loaded trucks on public roads. Having the quarry in the center of the project would also reduce the costs of the project for the developer. Once the quarry is terminated, we will spread top soil on the site, and seed it to native grass. Thank you for your consideration.

John Kilkenny

A handwritten signature in black ink that reads "John Kilkenny". The signature is written in a cursive style with a large, sweeping flourish at the end.

Carlson Testing, Inc.

Bend Office (541) 330-9155
 Geotechnical Office (503) 601-8250
 Salem Office (503) 589-1252
 Tigard Office (503) 684-3460

April 23, 2026
 CTI Job #T2601515
 Lab Log #26-0102

Kilkenny Ranch – John Kilkenny
 79074 Hwy 74
 Heppner OR 97836

RE: **ODOT GOAL 5 AGGREGATE QUALIFICATION TESTING**
KILKENNY RANCH PIT – LAB TESTING ONLY

As requested, Carlson Testing Inc. has completed ODOT GOAL 5 Aggregate Qualification testing conducted on a sample of Basalt Rock Cobbles material produced by Kilkenny Worth. The sample was collected by your representative on April 5, 2026 from outcropping and delivered to our Tigard laboratory on April 6, 2026. Testing was completed on April 21, 2026. ODOT Section 02630 & 00745 specifications applied at client's request. Following is the test results:

OREGON AIR DEGRADATION (OAD) – ODOT TM 208:

Test Identification	Test Results	Project Specifications
Sediment Height, inch	0.4	3.0" Maximum
% Passing the #20 Sieve, %	25.5	30.0% Maximum

This sample meets ODOT Section 02630 specifications.

LOS ANGELES ABRASION – AASHTO T96:

Sample Identification	Test Results
Sample Number	1
Grading	A
Revolutions	500
Percent Loss to Abrasion, %	17.7
Project Specifications	30.0% Maximum

This sample meets ODOT Section 02630 specifications.

SOUNDNESS IN AGGREGATE USING SODIUM SULFATE (COARSE AGGREGATE) – ASTM C88:

Sieve Fraction	Weight Before Test, gms	Weight After Test, gms	Weight Loss After 5 Cycles, gms	Percent Loss After 5 Cycles, %
1-1/2" to 3/4"	1499.5	1488.1	11.4	0.8
3/4" to 3/8"	999.9	984.0	5.9	0.6
3/8" to #4	301.4	297.9	3.5	1.1
Totals				

*Average Percent Loss after 5 Cycles: 1%

ODOT Section 00745 Specifications: 12% Maximum

This sample meets ODOT Section 00745 specifications.

April 23, 2026
CTI Job #T2601515
Lab Log #26-0102
Page 2 of 2

Our reports pertain to the material tested/inspected only. Information contained herein is not to be reproduced, except in full, without prior authorization from this office. Under all circumstances, the information contained in this report is provided subject to all terms and conditions of CTI's General Conditions in effect at the time this report is prepared. No party other than those to whom CTI has distributed this report shall be entitled to use or rely upon the information contained in this document.

If there are any further questions regarding this matter, please do not hesitate to contact this office.

Respectfully submitted,
CARLSON TESTING, INC.



Jason Bryant
Project Manager

lb

cc: KILKENNY RANCH - JOHN KILKENNY

KILKENNYJO@GMAIL.COM

\\ctisbs\public\lab-field final report templates\Soils&Aggregate\Templates\Oregon Air Degradation (OAD).doc



404

STATE

1300

N00°45'23"W
693.93'

N00°44'13"W 2657.24'

S89°49'W
80.60 CH
= 5319.6'

1300

S88°12'29"W
1944.09'

1300

1736.78'

633'
590.60'

108.597'

460.40'

1700
7.50 AC

800

80' M/L

224.58'

742.45'

21

1600
40.00 AC

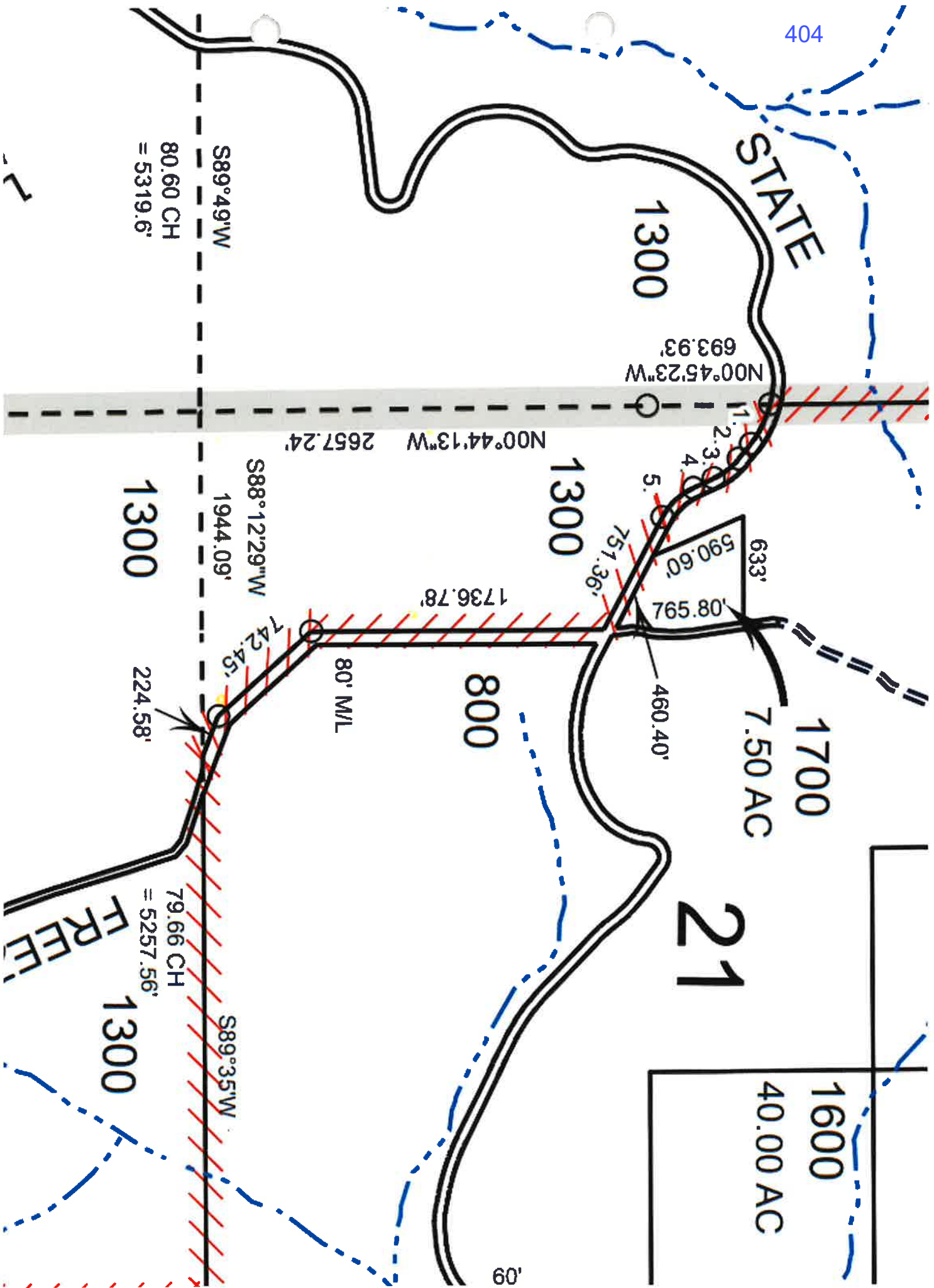
79.66 CH
= 5257.56'

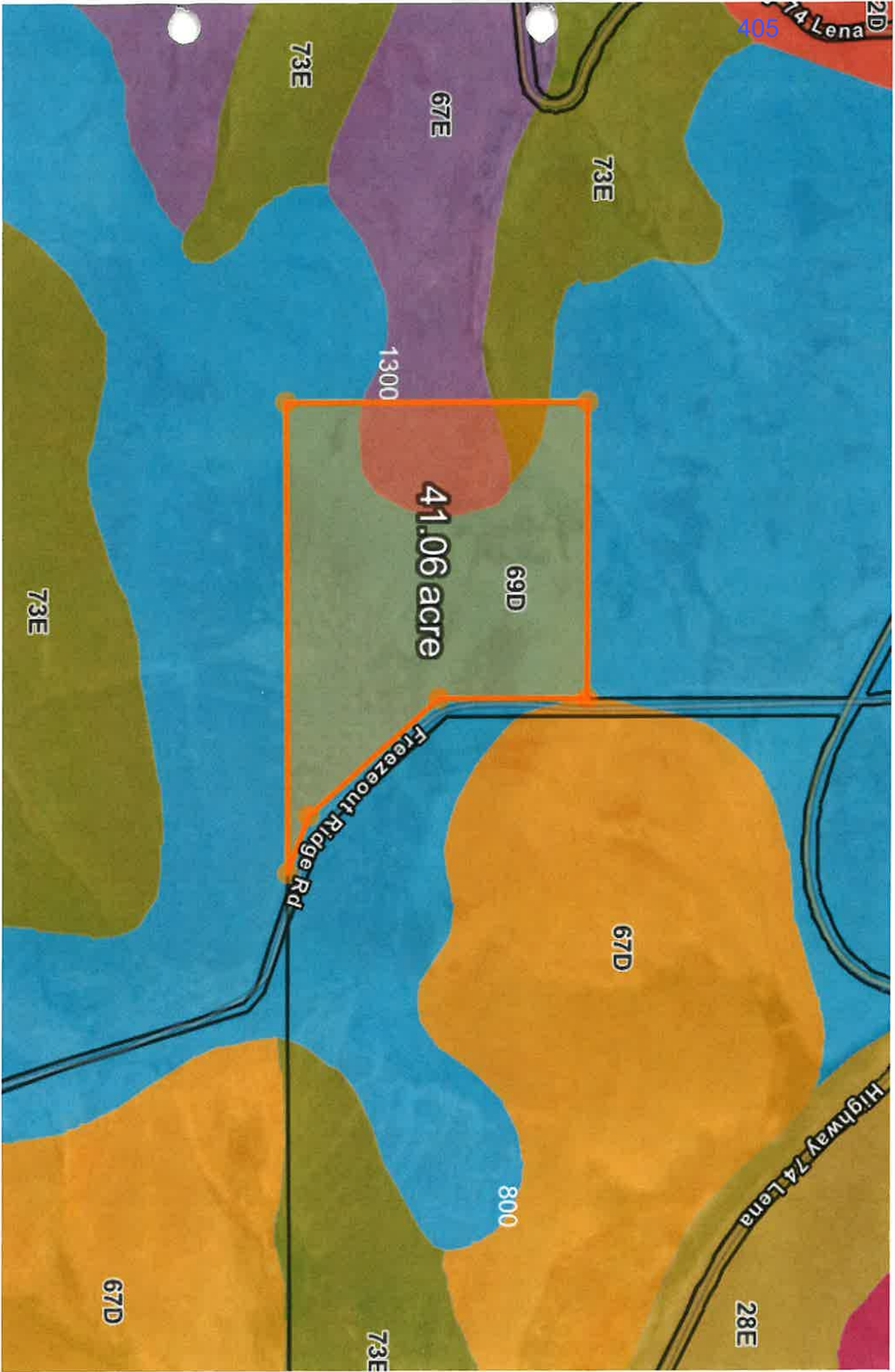
1300

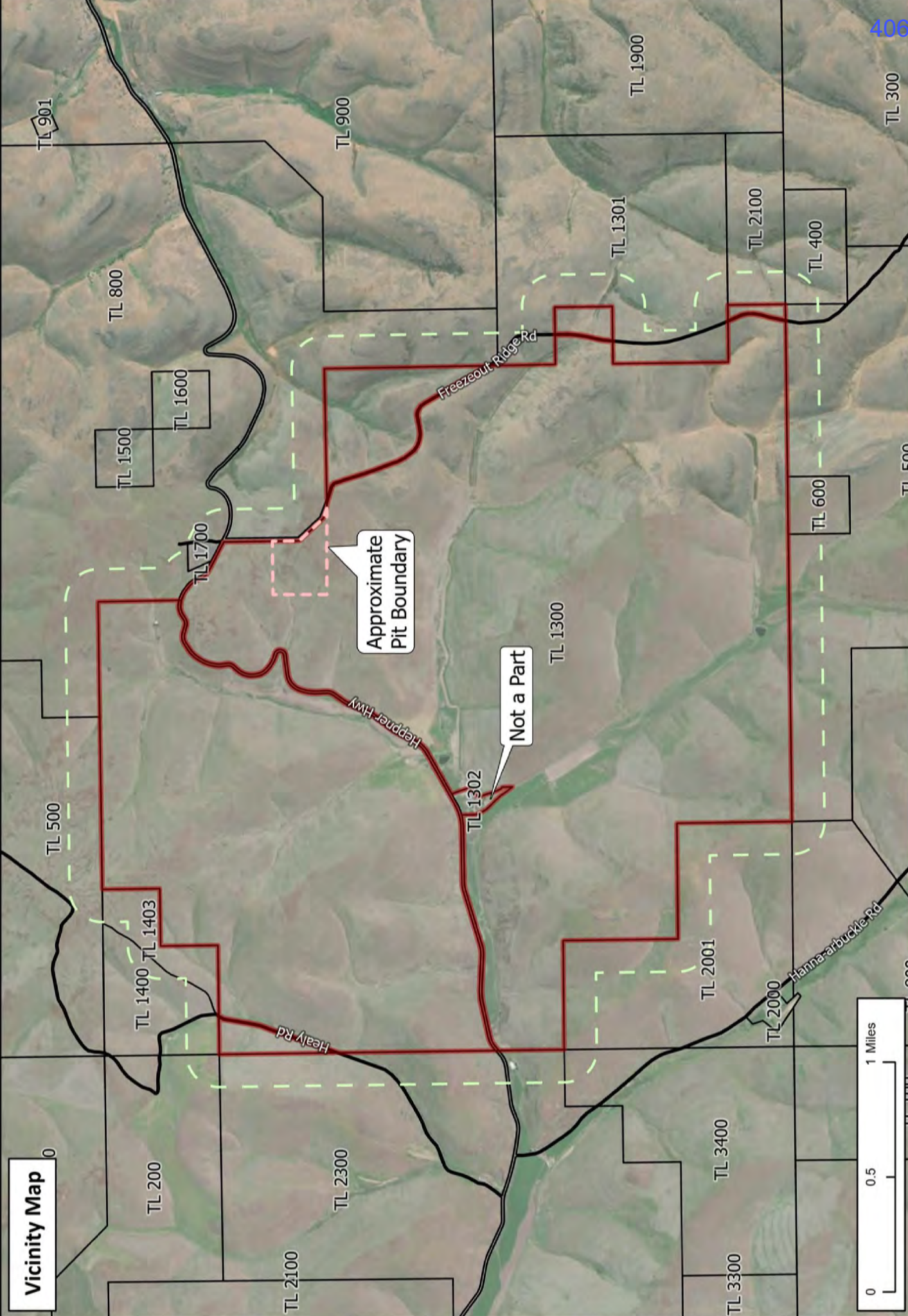
S89°35'W

FREE

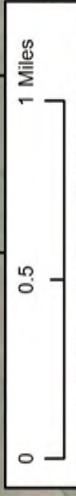
60'







Vicinity Map



Application Number: AC-168-26	Subject Property Size: 4,539ac	City Limits Urban Growth Boundary County Boundary	Morrow County Tax Lots Subject Parcel 750ft Notice Area	Approximate Boundary Boundary
Assessor's Map and Tax Lot: 2S28E21 TL1300	Subject Property Zone: EFU			
Property Owner: Diane Kilkenny	Applicable MCZO Section: Section 3.010	Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601 Projection: Lambert Conformal Conic Datum: North American 1983 HARN Cartography By: Stephen Wrecaics Friday, June 5, 2026 Morrow County Planning Department		

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TL 1600

TL 800

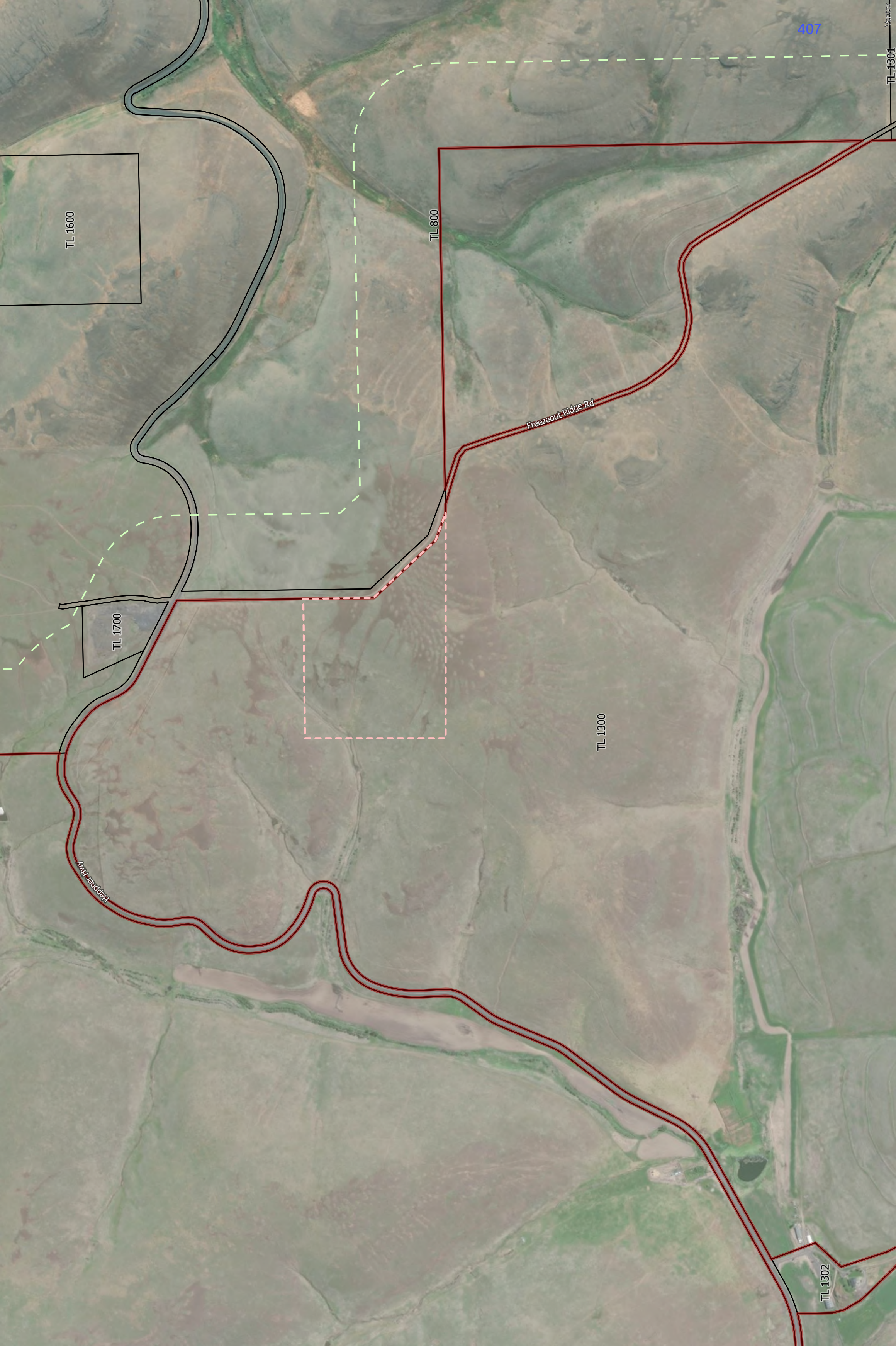
Freezeout Ridge Rd

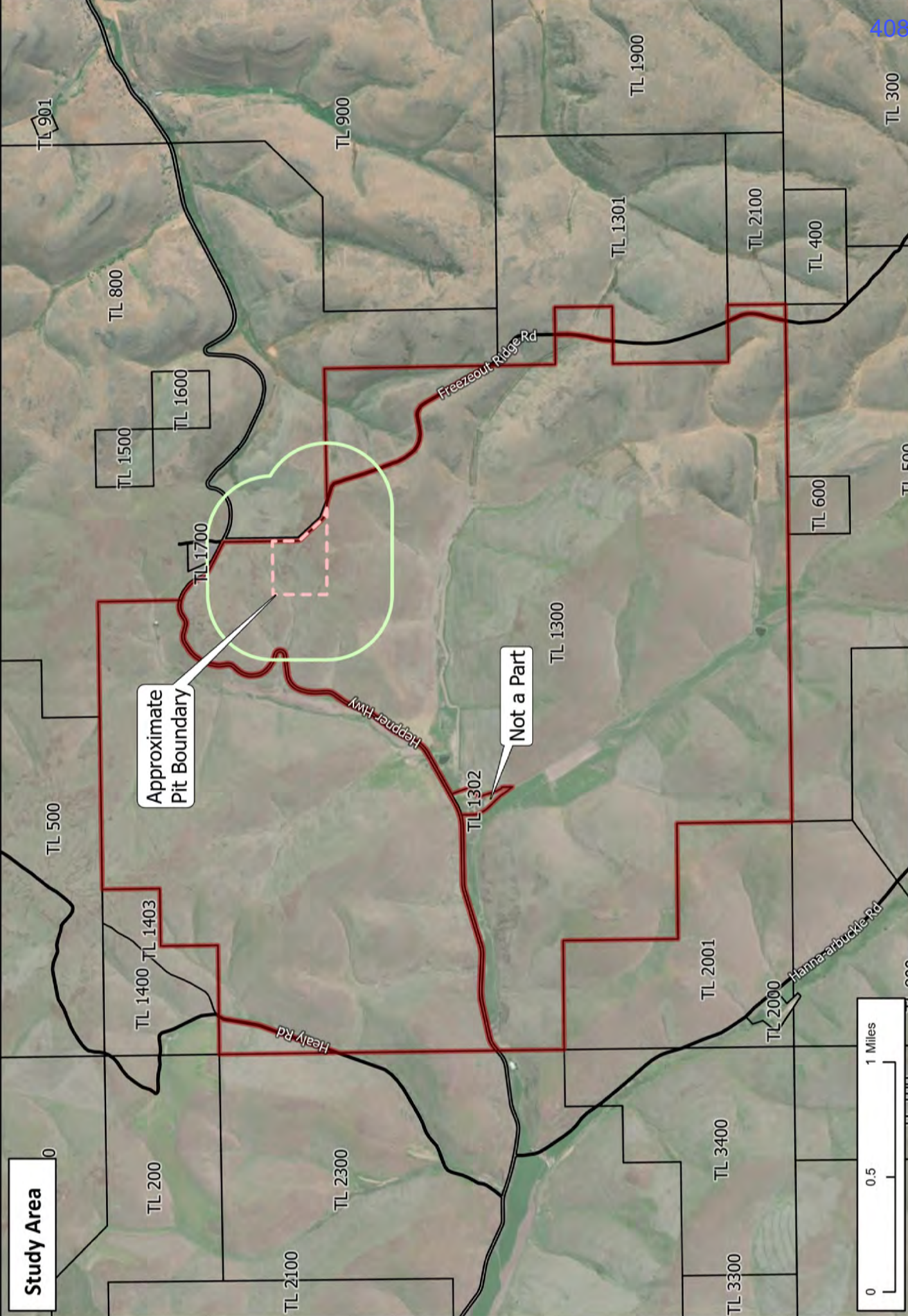
TL 1700

TL 1300

Heppner Hwy

TL 1302

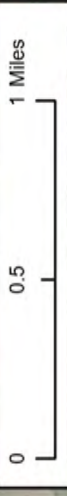




Study Area

Approximate Pit Boundary

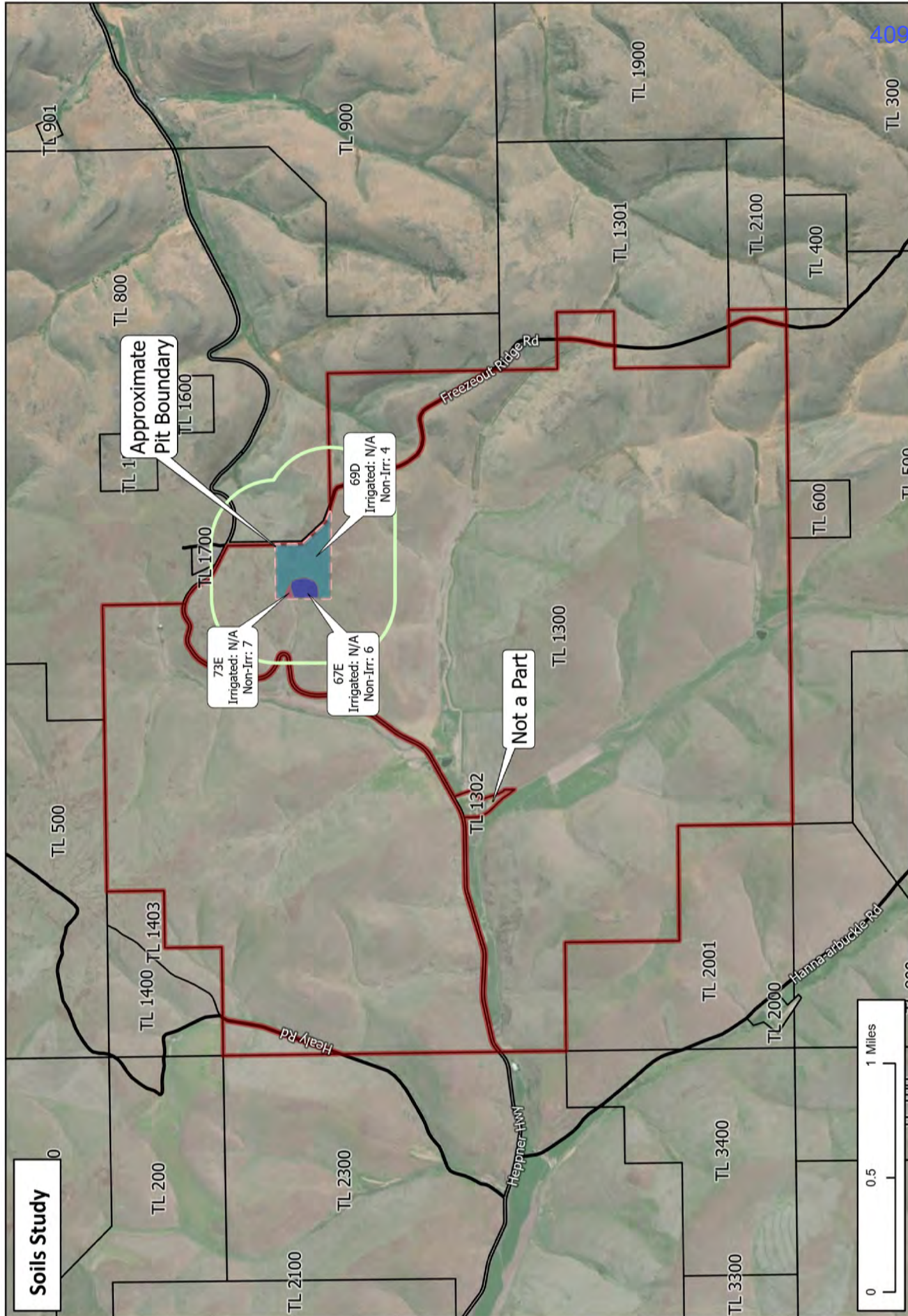
Not a Part



<p>Application Number: AC-168-26</p> <p>Assessor's Map and Tax Lot: 2S28E21 TL1300</p> <p>Property Owner: Diane Kilkenny</p>		<p>Subject Property Size: 4,539ac</p> <p>Subject Property Zone: EFU</p> <p>Applicable MCZO Section: Section 3.010</p>	
<p>City Limits</p> <p>Urban Growth Boundary</p> <p>County Boundary</p>	<p>Morrow County Tax Lots</p> <p>Subject Parcel</p>	<p>Approximate Boundary</p> <p>1500ft. Impact Study Area</p>	<p>Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601</p> <p>Projection: Lambert Conformal Conic</p> <p>Datum: North American 1983 HARN</p> <p>Cartography By: Stephen Wreccics Friday, June 5, 2026 Morrow County Planning Department</p>

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Soils Study



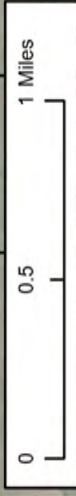
Approximate Pit Boundary

73E
Irrigated: N/A
Non-Irr: 7

67E
Irrigated: N/A
Non-Irr: 6

69D
Irrigated: N/A
Non-Irr: 4

Not a Part



<p>Application Number: AC-168-26</p>		<p>Subject Property Size: 4,539ac</p>	
<p>Assessor's Map and Tax Lot: 2S28E21 TL1300</p>		<p>Subject Property Zone: EFU</p>	
<p>Property Owner: Diane Kilkenny</p>		<p>Applicable MCZO Section: Section 3.010</p>	

<p>City Limits</p>	<p>Morrow County Tax Lots</p>	<p>Approximate Boundary</p>
<p>Urban Growth Boundary</p>	<p>Subject Parcel</p>	
<p>County Boundary</p>		

Coordinate System:
 NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN
 Cartography By: Stephen Wrecaics
 Friday, June 5, 2026
 Morrow County Planning Department

S: Planning/Amendments/2026/Kilkenny



Notice AC-168-26

From CARLEY Melissa * DGMI <Melissa.CARLEY@dogami.oregon.gov>

Date Wed 6/10/2026 3:01 PM

To George Cress <gcress@morrowcountyor.gov>

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Hello,

DOGAMI would like to provide comment for the land use action listed in the subject line of this email. The applicant will be required to obtain a DOGAMI Operating Permit prior to beginning any excavating activities. We encourage the applicant to reach out to DOGAMI to set up a pre-application meeting to go over the current application requirements and permitting timelines.

Sincerely

Melissa Carley MS, GIT (she/her)

Aggregate Permitting Reclamationist

Oregon Department of Geology and Mineral Industries - MLRR

229 Broadalbin St SW, Albany, Oregon 97321

Phone: (541) 520-8333 | e-mail: melissa.carley@dogami.oregon.gov | www.oregon.gov/dogami

WE APOLOGIZE FOR DELAYS IN PROCESSING AND RESPONSE TIMES – MLRR has launched the construction of an online permitting system to improve efficiency and transparency in the near future. Permit applications will continue to be processed in the order they are received and moved forward as applicants respond to deficiencies. THANK YOU FOR YOUR PATIENCE.

ASSESSOR'S MAP/TAX	OWNER 1	OWNER 2	MAIL ADDRESS	CITY	STATE	ZIPCODE
02528E0000000800	G HUGHES PROPERTY, LLC		280 S COURT ST	HEPPNER	OR	97836
02528E0000001700	STATE OF OREGON		417 TRANSPORTATION BLDG	SALEM	OR	97310
02527E0000002300	BARBER, JUDITH JEAN ETAL		60071 HANNA-ARBUCKLE RD	HEPPNER	OR	97836
02528E0000000500	LAZY K LAND, LLC, 2/3 ETAL		60732 LITTLE BUTTERCREEK RD	HEPPNER	OR	97836
03528E0000000600	GERBER, KELLY M		650 SLED PARK DR	BILLINGS	MT	59101
02528E0000002001	ASHBECK, MITCHELL & TERRY L		69359 LITTLE BUTTER CREEK RD	ECHO	OR	97826
02527E0000003400	ASHBECK, MITCHELL & TERRY L		69359 LITTLE BUTTER CREEK RD	ECHO	OR	97826
03528E0000000800	ASHBECK, MITCHELL & TERRY L		69359 LITTLE BUTTER CREEK RD	ECHO	OR	97826
02528E0000001300	KILKENNY, JOHN O & KILKENNY, DIANE L		79074 HIGHWAY 74	HEPPNER	OR	97836
02528E0000001301	KILKENNY, JOHN O & KILKENNY, DIANE L		79074 HIW 74 LENA	HEPPNER	OR	97836
02528E0000001302	KILKENNY, JOHN O & DIANE		79074 HIW 74 LENA	HEPPNER	OR	97836
02528E0000001403	KILKENNY, JOHN & DIANE L		79074 HIW 74 LENA	HEPPNER	OR	97836
02528E0000002100	KILKENNY, JOHN & DIANE		79074 HIW 74 LENA	HEPPNER	OR	97836
03528E0000000400	KILKENNY, JOHN & DIANE		79074 HIW 74 LENA	HEPPNER	OR	97836
03528E0000000500	KILKENNY, JOHN O & KILKENNY, DIANE L		79074 HIW 74 LENA	HEPPNER	OR	97836
02528E0000001400	PRICE, THOMAS D, TRUSTEE ETAL		PO BOX 487	PENDLETON	OR	97801
02527E0000000200	PRICE, THOMAS D, TRUSTEE ETAL		PO BOX 487	PENDLETON	OR	97801

AC-168-26 | Diane Kilkenny | EFU 750' Notice Area.
 02528E TL1300
 S:\Planning\Amendments\2026

Inventory of Natural Resources
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number	Primary Commodity	Zone	Permitted Boundary (acres)
Yes		Cecil Quarry, Cecil Rock Production	ODOT	2N 23 6, 7 TL 1100	25-0003	ODOT #25-007	Rock 49F	EFU	4.72
Yes		Lexington Quarry MP 39 Heppner	ODOT	1S 25 35 TL 600	25-0017	ODOT #25-009	Basalt 28E	EFU	14.94
Yes		Walpole Gravel Pit	MC/ODOT	5N 27 20 TL 1504, 2200	25-0018	ODOT #25-005	Sand & gravel 8B	RR	5
Yes		Britt Quarry	Marty Britt/Sid and Randy Britt	1N 27 TL 1400	25-0069		Basalt	EFU	40
Yes		Willow Creek Ranch	Willow Farms, LLC/Mark Zoller	2N 23 17 TL 1401	25-0071		Rock	EFU	30
Yes		Hellberg Goal 5	Max Hellberg	5N 26 26 TL 203		DLCD# 001-04	Sand & gravel	EFU	52
Yes		Hellberg (ODOT)	ODOT	5N 26 26 TL 205, 207	25-0048	ODOT#25-032-5	Sand & gravel	EFU	11.98
Yes		Morgan Creek	ODOT	1N 23 22 TL 100		ODOT#25-031		EFU	7.89
Yes		Barratt Quarry	ODOT	2S 26 25 TL 3800		ODOT#25-011		EFU	4
Yes		Donaldson Canyon Quarry	ODOT	3S 26 TL 1502		ODOT#25-020-5		EFU	3.67
Yes		Threemile Canyon Quarry	ODOT	In ODOT ROW surrounded by 4N 23 TL 110		ODOT#25-027-5		EFU	10.3
Yes	Yes	Six-Mile Pit	Three Mile Canyon Farms	4N 23 23, 24 TL102	25-0006		Screened S & G	EFU	12
Yes	Yes	Kinzua Resources	Port of Morrow	2S 26 21 TL 2701	25-0004		Sand & gravel	EFU	>1
Yes	Yes	Boardman	Eucon Corporation	4N 24 23 TL 402	25-0015		Rock	SF-40	<10
Yes	Yes	So Bombing Range Pit	MC/ Irvan Rauch	1N 26 18 TL 3200	25-0020	PW #210	Sand & gravel	EFU	>1
Yes	Yes	J. J. Aylett	Aylett, Jeddie & Juanita	4N 27 28 TL 300, 1101	25-0023		Sand & gravel	EFU	20
Yes	Yes	East Fork Dry Ck Quarry MP 59.6 Wasco-Heppner Hwy	ODOT	3S 23 27 TL 3001	25-0024	ODOT #25-056	Borrow/Fill/Topsoil 32E	EFU	3.81
Yes	Yes	Cutsforth Quarry	Cutsforth	1S 25 20 TL 2000	25-0027	CUP-N-5(1983)	Basalt	EFU	1
Yes	Yes	Rhea Creek Quarry	MC/Melvin Harnett	3S 26 32 TL 3200	25-0029	PW #247/220	Basalt	EFU	1.5
Yes	Yes	Zinter Quarry	MC/Zinter Dev.	3S 23 27 TL 3400	25-0030	ODOT #30-018, PW #221, Check against 25-0043!	Sand & gravel	EFU	7.11
Yes	Yes	Clark Canyon Quarry	MC	2S 25 15 TL 1702	25-0031	PW #201	Basalt	EFU	3
Yes	Yes	Skinnners Fork Quarry	MC	3S 27 12 TL 400	25-0032	PW #228	Basalt	EFU	1.5
Yes	Yes	Butter Creek Quarry/Currin Pit	MC/Currin Ranch	1N 28 25 TL 700	25-0033	PW #239/224	Basalt	EFU	5
Large Significant	Yes	Dougherty Pit/Sandhollow	MC/Jerry Dougherty	1S 27 7 TL 505	25-0034	PW# 226	Basalt	EFU	

Inventory of Natural Resources
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number	Primary Commodity	Zone	Permitted Boundary (acres)
	Yes	Chick Quarry/Reitmann Pit North	MC/Bridston	1N 23 12 TL 3600, 2200	25-0035	PW #227	Basalt	EFU	4
	Yes	Rugg Quarry/Road Canyon Pit	MC/James Martin	4S 26 22 TL 1502	25-0038	PW #230	Basalt	EFU	4
	Yes	2011 Ruhl Quarry	Rich Ruhl	2S 24 10 TL 600	25-0039	PW #229	Basalt	EFU	1.5
	Yes	Finley Buttes Landfill Company	Finley Buttes Landfill Company	2N, 3N 26 5, 32 TL 301	25-0040			EFU	>1
	Yes	Easy Way Contracting, Inc.	Easy Way Contracting, Inc.	2N 26 7 TL 501	25-0041	CUP-N-34(A)	Sand & gravel	EFU	1+
	Yes	Hellberg Pit	MC	5N 26 26 TL 206	25-0042	PW #231/241	Rock	EFU	5
	Yes	Zinter Quarry MP 60.45 Wasco-Hep Hwy	ODOT	3S 23 26 TL 3400	25-0043	ODOT #25-018	Basalt 43D	EFU	7.11
	Yes	Halverson Site	MC/Halverson	1S 23 27 TL 2300	25-0044	PW #217	Basalt	EFU	
	Yes	Rivercrest Farms/Baker Produce South	Rivercrest Farms/Baker Produce South	2N 26 7 TL 500 or 501?	25-0046	Check against 25-0041!!!	Bar Run or Agate	EFU	>1
	Yes	Albert Wright Pit	MC/Wright Century Farm	4S 25 28, 33 TL 3800	25-0050	PW #236	Rock	EFU	4
	Yes	Carlson	MCPW/4C Ranches	3S 24 7 TL 1401	25-0051	PW #237	Rock	EFU	5.5
	Yes	Little Butter Creek	MCPW/Currin Ranches	1S 28 TL 1600	25-0052	PW #209	Basalt	EFU	6
	Yes	Hellberg-Wise Pit	Wesley Wise/Max Hellberg	5N 26 26 TL 203	25-0053		Sand & gravel	EFU	5
	Yes	Turner	MCPW/Turner Ranch	2S 27 17 TL 1300	25-0054	PW #219	Basalt	EFU	7.34
	Yes	Madison Section 16 Sand Lake	Madison, Kent Boardman Tree Farm	3N 27 16 TL 1100 3N 26 26 TL 1401	25-0056 25-0059		Sand & gravel Sand & gravel	EFU EFU	2.5 1
	Yes	Doherty-Juniper Pit	MCPW/Doherty	1N 25 3 TL 700	25-0061	PW #238	Rock	EFU	10
	Yes	L & M Pit	Miller & Sons/L&M Ranch	2S 26 23, 26, TL 3402, 3301	25-0062		Sand & gravel	EFU	13
	Yes	Padberg Pit	Miller & Sons/Padberg	1S 24 27 TL 3501	25-0067		Basalt	EFU	
	Yes	Heideman Quarry	Heideman/4DG Land Co.	1N 23 19 TL 3102	25-0068		Basalt	EFU	10

Inventory of Natural Resources
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number	Primary Commodity	Zone	Permitted Boundary (acres)
	Yes	Ely Canyon Quarry, Heideman II	WI Construction /Heideman	1N 23 28 TL 6001	25-0070		Basalt	EFU	25
	Yes		Wade Aylett	4N 27 28 TL 800	30-0129		Sand & gravel	EFU	
	Yes	Thompson Pit	MC/Brian Thompson	4S 27 TL 900		PW #240, CUP-S-105, MC-C-5-97		EFU	20
	Yes		Kevin Haguewood	1N 23 28 TL 5900		CUP-N-284 AC-040-10 AC(M)-041-10		EFU	
	Yes		John Kilkenny	2S 28 28 TL 1300		CUP-S-297 AC-057-12 AC(M)-058-12		EFU	
	Yes		Madison Farms	3N 27 30 TL 1700		CUP-N 271 AC-018-09 AC(M)-017-09	Basalt	EFU	40
	Yes	Heideman Quarry III	Aaron Heideman	1N 26 (Sections 20 and 21) TL 2801 and 2807	TBD	CUP-N-329 AC-117-18	Predominately Basalt	EFU	20
	Yes	Haguewood Miller	Keven Haguewood/Mark and Shannon Miller	1S 26 (3) TL 300 and 500	TBD	CUP-S-335-19 AC-129-19	Predominately Basalt	EFU	20
Large Significant		Ella Pit	MCPW	1S 24 TL 400		CUP-N-357-22 AC-142-22	Rock	EFU	20

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To: Morrow County Board of Commissioners
 From: Tamra Mabbott, Planning Director
 CC: Planning Commission
 BOC Date: June 17, 2026
 RE: Monthly Planning Update



Mission Statement

Morrow County Planning Department provides guidance and support to citizens for short-term and long-range planning in land use, to sustain and improve the county's lands for future generations. Our goal is to foster development where people can live, work & play.

Land Use Hearings

Scheduled for June 30, at 6:00 PM, the Planning Commission will continue April 28, 2026, public hearing to hear the proposed County Comprehensive Plan and Zoning Ordinance Amendment TSP-164-26, Tower Road Interchange Area Management Plan (IAMP) Adoption. The proposed adoption will also include a Zoning Map Amendment to apply the IAMP Overlay Zone to the Tower Road Interchange area. Due to the significant amount of additional testimony submitted for the April meeting, the Commission elected to allow the hearing to continue until the June meeting.

Also scheduled for the June 30th meeting, the Commission will hear a request for a Conditional Use Permit for the approval of a Home Occupation to allow the operation and storage of firearm accessories incidental to off-site business activities. The subject property



is zoned Exclusive Farm Use and is located outside the Heppner's Urban Growth Boundary.

In addition, the Commission will also hold a hearing to consider a request for a Comprehensive Plan Amendment to add a Goal 5 Significant Aggregate Resource site to the County's Goal 5 Inventory on land zoned Exclusive Farm Use. The amendment would allow the designation of an approximately forty-three-acre aggregate site for source materials for local road and foundation construction.

County approved **TSP ATSP-162-26**, a co-adoption of the City of Boardman Transportation System Plan, on March 18th. On April 15th, the Board held the second reading of the adopting Ordinance, finalizing the local proceedings. The county decision was appealed to the Land Use Board of Appeals (LUBA). Staff submitted the entire 1,200-plus page record by May 26, 2026 deadline. Attorney for the appellant is now reviewing the record for completeness. City of Boardman has filed to intervene and support the decision. Once all parties agree to the record, the appellant will file a brief, followed by briefs by the county and city.

Pre-Application Meetings

Staff hosted a pre-application meeting to discuss a request to construct a forty-three-acre Goal 5 Significant Aggregate Resource site. The new aggregate gravel quarry would provide construction material for a local road and foundation structures.

Staff hosted two pre-application meetings for large development projects, one large solar project and one rezone and plan amendment proposal. Pre-application meetings are required for large projects and all Plan or Zoning Amendment applications. Pre-application meetings, formal and informal, are always recommended for landowners seeking information about property development.

Port of Morrow/Columbia Development Authority (CDA)

County staff met with Lisa Mittelsdorf, Port Executive Director, Jacob Cain, Director of Engineering, and Emily Collins, CDA Interim Executive Director, to discuss land partitioning and road construction requirements for future industrial development of Port/CDA properties.

Energy Update

MN8 Solar Project

Staff continue to coordinate with MN8, a solar developer, who will be submitting their land use application directly to Morrow County rather than to the State of Oregon Energy Facility Siting Council (EFSC). The project name is Well Springs Solar, and is a 750-Megawatt project with 500 MW of battery storage and a 14-mile transmission line on 7,365 (11.5 square miles) acres located five miles northwest of Lone. The company announced they would file with Morrow County rather than the state EFSC on Thursday, March 19, 2026, at the SAGE Center in Boardman.

Sunstone Solar Project

Staff approved Zoning Permit application for Umatilla Electric Cooperative's "Pioneer" switchyard. This 18.37-acre 230-kV electrical switchyard, an integral component in wheeling power from the Sunstone Solar Project. County and others have been notified that the EFSC will take formal action on approving the transfer of the Site Certificate to the new owner, Gallatin Power, a wholly-owned subsidiary of Amazon Energy, LLC. The Request for transfer can be found here:

<https://www.oregon.gov/energy/facilities/Facilities%20library/2026-05-20-SSPAMD1-RFA1.pdf> The EFSC is scheduled to take action on the transfer of owner request on June 26, 2026. Additional information about the request can be found here:

<https://www.oregon.gov/energy/facilities/Pages/esp.aspx?cldee=aLoliiI0jRyJA1aAaNr-77jIs-FKxnNZvIIYwT-quu7E10nkHjcTNpNnidgQHVcpmcmoSjcSISg7sFtG899tA&recipientid=contact-475963d9c130ee11bdf5001dd80abb61-dcf4f14b6de9419090be70a16d7870dd&esid=efc3d038-9c5b-f111-bec6-001dd8084713>

Sunrise Solar, an 800 MW solar and 800 MW battery storage project, is also under review by the EFSC. The Notice of Intent was filed in 2025. The project Order was expected in July 2025, however, it has not yet been issued. More information can be found here:

<https://www.oregon.gov/energy/facilities/Facilities%20library/2025-03-26-SSS-NOI-Public-Notice.pdf>

PacifiCorp Transmission Line

PacifiCorp is in planning stages for a large, stand-alone transmission line project that will connect the Maverick and Apex substations. The transmission line project is a 31.8 mile, 500kV project connecting the future Boardman to Hemingway transmission line near Bombing Range Road. Staff is coordinating with the utility. State law requires that the public utility to host outreach opportunities six months prior to filing for the local land use permit.

2026 Oregon Energy Policy Academy Convening

Planning Director Mabbott participated in a two-day event, May 20-21 in Pendleton. The Retreat Objective: Identification of problems and potential actions/solutions within the "4Ps" of transmission expansion (Planning, Permitting, Paying, Participation). The event had representatives of various entities involved in transmission line planning, construction and operation, including developers, state and federal agencies, public utilities, power cooperatives, environmental groups, renewable energy advocacy groups. The convening was initiated by the Governor's Office and the Oregon Department of Energy. The outcome is a broader knowledge of challenges and opportunities for transmission line siting. Follow up collaboration is scheduled.

Stephen Wrecsics, GIS Analyst, has updated the Planning Department's online interactive energy map:

<https://www.arcgis.com/apps/dashboards/8508dc9076e84317a9fac30475a37bb0>

A summary of all energy projects in Morrow County is available on the Planning Department's web page here:

https://www.morrowcountyor.gov/sites/default/files/fileattachments/planning/page/16138/morrow_county_energy_project_list.pdf

Columbia River Heritage Trail Concept Plan Update

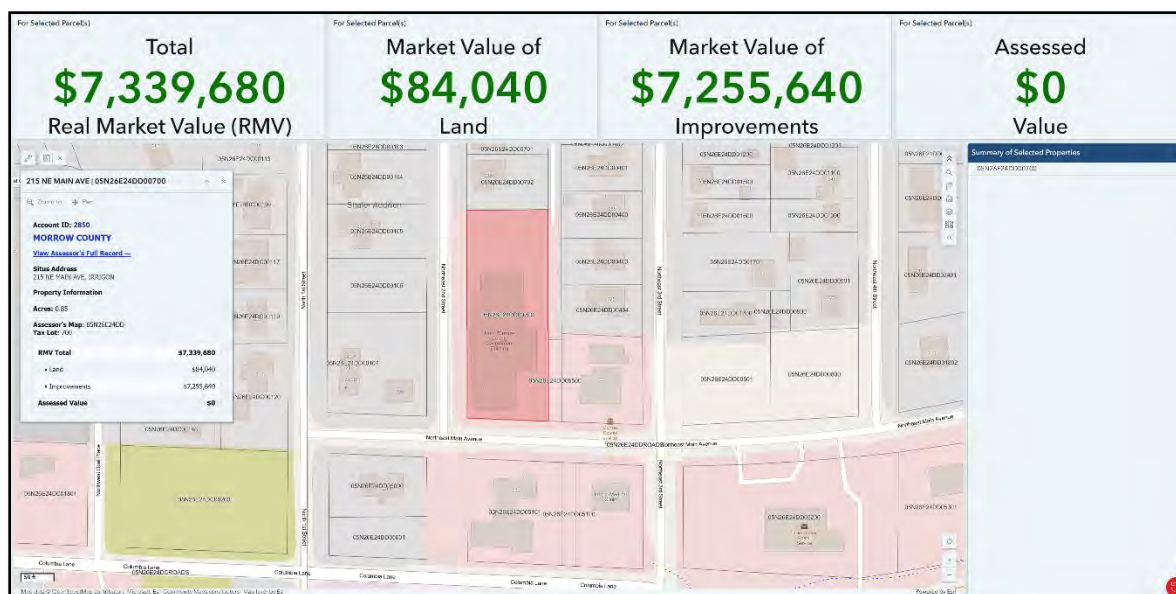
Following the completion and formal adoption of the Columbia River Heritage Trail (CRHT) Concept Plan update in April, staff from the Planning and Parks Departments continue working collaboratively to identify further funding opportunities and coordinate with stakeholders and support organizations.

Staff met with Nick Albano, Army Corps of Engineers Realty Specialist, on May 6, 2026, to tour portions of the trail and discuss federal permitting requirements for potential future amenities. Planning staff are also working on producing and providing bound hard copies of the plan update to stakeholders who were involved in the planning process. Staff from Planning and Parks will be making a reconnaissance walk of a segment of the trail on June 11th.

Anyone interested in being involved in the trail planning and implementation activities is encouraged to contact Clint Shoemake, Planning Technician at (541) 922-4624 x5517 or cshoemake@morrowcountyor.gov.

GIS Mapping and Drone

At the request of Emergency Management, Planning has developed a new internal Taxlot Viewer application to enhance the County's ability to quickly access and analyze property assessment data.



This interactive mapping tool allows authorized staff to click on any tax lot and immediately view comprehensive property information, including current owner name(s), situs address, Real Market Value (with separate land and improvement values), Assessed Value, acreage, and other key assessment details. The application also provides direct links to official Morrow County Assessor records for each account.

In addition to tax lot information, the viewer includes critical infrastructure layers such as bridges, electrical substations, and significant industrial facilities. Integrating these datasets into a single platform provides Emergency Management and other County departments with a powerful tool for situational awareness, emergency planning, response operations, and risk assessment.

215 NE MAIN AVE 05N26E24DD00700	
Account ID: 2850	
MORROW COUNTY	
View Assessor's Full Record -->	
Situs Address 215 NE MAIN AVE, IRRIGON	
Property Information	
Acres: 0.85	
Assessor's Map: 05N26E24DD	
Tax Lot: 700	
RMV Total	\$7,339,680
• Land	\$84,040
• Improvements	\$7,255,640
Assessed Value	\$0

The application was specifically designed to support emergency management activities, disaster preparedness efforts, and day-to-day operational needs. It effectively handles properties with multiple assessment accounts and presents information in a clear, easy-to-read format.

The tax lot Viewer is currently available for internal County use only.

Anyone interested in a demonstration of the application is encouraged to contact Stephen in Planning.

CODE COMPLIANCE

The Morrow County Code Compliance Planner continues to address code complaints throughout the county. Code enforcement efforts focus on maintaining community standards and promoting public health, safety, and welfare through education, site inspections, and enforcement actions.

In addition to routine enforcement activities, the Code Compliance Planner has reviewed new complaints, conducted follow-up inspections on active cases, and worked with property owners to achieve voluntary compliance whenever possible. The Compliance Planner continues to monitor unresolved violations and pursue appropriate enforcement measures in accordance with County ordinances and established procedures.

May Monthly Summary	
New Complaints	6
Follow-Up Inspections/Site Visits	8
Violations Closed	5
Active/Open Violations	58



The Planning Department remains committed to ensuring consistent and fair application of County regulations while working collaboratively with residents and property owners to resolve compliance issues.

WATER AND PLANNING ACTIVITIES

Water Advisory Committee

A summary of work on the implementation of the four water initiatives adopted by the Board of Commissioners in December 2024, as recommended by the Water Advisory Committee (WAC), is below.

Initiative 1: Update the comprehensive plan Goals 5 and 6. Assembling materials and soliciting volunteers to serve on a working group. The recent data and mapping analysis will be useful for this task. There is interest from at least one group from outside Morrow County in participating in this process. This is on hold at least temporarily.

Initiative 2: Develop a Morrow County Drinking Water Program. Ongoing at the Public Health Department.

Initiative 3: Support Regional Water Planning. Staff participated in the coordination of regional discussions about water planning. Staff continued research into the Oregon Department of Water Resources (OWRD) place-based planning grant. The county's two-year WAC work can serve to advance the county to a phase 2 effort. However, the grant requires significant staff time and will be pursued later.

Initiative 4: Partner in a Clean Water Consortium (CWC). Planning Director continues to participate in the CWC, along with County and CWC Chair David Sykes. The CWC Executive Director, Jared Tesch, is responsible for day-to-day tasks; the Planning staff provides background information, mapping, and data as needed.

EPA Grant - Morrow Umatilla County Drinking Water-ROADMAP

Preparations for the June 11th Steering Committee are underway, including review of the Technical Memo on Non-Municipal System Connection Concepts. The June 11 SC meeting will be in Hermiston at the Stafford Hansell Government Center from 3 – 5 pm. The meeting is open to the public. More information about the roadmap project is available on the project webpage: <https://drinkingwaterroadmap.org/>

Clean Water Consortium (CWC)

The CWC held its regular monthly meeting on the second Tuesday of the month, May 12th at the Port of Morrow office in Boardman. The meetings are open to the public. In May, the CWC adopted a budget for the 2027 fiscal year and adopted a public records policy and heard an update from the Managing Director. The website has information about the Consortium: <https://www.morrowcountyor.gov/bc/page/morrow-county-clean-water-consortium>

Lower Umatilla Basin Groundwater Management Area (LUBGWMA)

The LUBGWMA Committee did not meet in May as the meetings will now be quarterly. County members on the LUBGWMA Committee hosted the Environmental Quality Commission (EQC) on a tour of the basin on May 14th. The tour complemented the presentation and update to the commission by the four state agencies involved in the LUBGWMA, DEQ, OWRD, ODA and OHA. Commission members asked insightful questions

and provided good feedback to state and county staff. The Nitrate Reduction Plan report is available here: <https://lubgwma.org/wp-content/uploads/2026/01/Oregon-LUBGMWA-Annual-Report-2025.pdf>

Boardman Source Water Protection Plan

Planning Director concluded participation in the advisory committee for the City of Boardman's Source Water Protection Plan. GSI Water Solutions, the contractor hired by the city to research and write the plan, presented the Plan to City Council in May.

TRANSPORTATION PLANNING

Tower Road Interchange Area Management Plan (IAMP)

Following the March 31, 2026, work session, Kittelson & Associates, ODOT, and Morrow County Planning staff continued advancing the adoption of the Interchange Area Management Plan (IAMP) as an amendment to the County's Comprehensive Plan and Zoning Ordinances. The proposed amendments were presented to the Morrow County Planning Commission on April 28, 2026.

Prior to the hearing, the County received public comments regarding the proposed Tower Road Overlay Zone (MCZO Section 3.125). Comments primarily addressed the traffic impact analysis (TIA), access management requirements, and permitting procedures associated with the Overlay Zone. To allow additional review of these issues, the Planning Commission continued the public hearing to June 30, 2026.

In response to the comments received, the project team is evaluating revisions to the proposed code language for MCZO 3.125, Interchange Area Management Plan Overlay Zone (IAMP-O). Updated code language will be presented at the continued public hearing before the Planning Commission on June 30, 2026. The revised draft will be available to the public and posted on the county web page no later than June 23rd.

Following the formal County adoption process, the IAMP will be submitted to the Oregon Transportation Commission (OTC) for final review and adoption. Project documents, design concepts, and supporting materials are available on the Morrow County Transportation Planning webpage under the Tower Road 2025 IAMP project. [Tower Road 2025 IAMP | Morrow County Oregon](#)

The Planning Department remains committed to supporting public involvement throughout the process and continues to coordinate with ODOT and the consultant team in preparation of the final IAMP for the Tower Road Interchange (Exit 159) on Interstate 84.

Transportation System Plan (TSP) Update

A Scope of Work for the Morrow County Transportation System Plan (TSP) has been completed. Procurement for the project consultant was posted by the State of Oregon. The bid closed Monday, October 27th, 2025. Planning Staff participated in a pre-evaluation kickoff meeting on Thursday, October 30th, 2025, together with ODOT planners. The State of Oregon has issued an initial Notice of Intent to Award (NOITA) to one of the consultant proposers. David Evans & Associates (DEA) has accepted the award and has been in contract negotiation with ODOT and the County to finalize the scope of work. The

County has recently accepted the terms for the local grant match for the intergovernmental agreement (IGA) and will be continuing forward with finalizing agreements with ODOT. Anyone interested in participating in serving on the transportation planning committee please contact Kaitlin Kennedy in the Planning Department at (541) 922-4624 or kkennedy@morrowcountyor.gov

OTHER

Planning Grant Opportunities

Staff met with Navy Outreach and Liaison staff to learn about grant opportunities, including funding to update the Community Wildfire Protection Plan (CWPP).

Large Industrial Development Work Session

Planners and County Administrator are working on an informational slide show for a forthcoming public listening session on large industrial development. The purpose of the Listening Session is to share information about permitting and other county roles and importantly, to listen to public concerns and answer public questions. County Administrator is looking for a venue for the session.

Rural Energy Academy

Three planners, Tamra, George and Clint, along with Commissioner Gus Peterson and Executive Assistant Valerie Ballard, recently participated in the National Association of Counties (NACo) Rural Energy Academy. This 14-week cohort-based learning program was established for counties and industry experts to share questions, concerns, and solutions surrounding renewable energy projects, eventually expanding into discussions on data centers and co-location of energy generation. The program culminated May 28th with presentations from each represented county. Commissioner Peterson presented on behalf of Morrow County, sharing our initial goals, takeaways, and next steps in implementing the lessons learned.

Data Center Advisory Committee (DCAC) [TM link to other research](#)

Planning Director is listening to the monthly meetings of the Governor's Data Center Advisory Committee. The DCAC is meeting once monthly through July to learn about various aspects of data centers. The DCAC will then prepare a report to the Governor in September. Here is a link to the DCAC website that includes a lot of information:

<https://www.oregon.gov/energy/get-involved/pages/oregon-data-center-advisory-committee.aspx>

Points Consulting, an Economics firm located in Moscow, Idaho, published an independent paper on data centers:

<https://points-consulting.com/may-2026-the-economic-impact-of-data-centers-in-your-community-power-or-poison/>



NACo Rural Energy Academy Final Presentation Morrow County, OR

MAY 28, 2026

August Peterson, Commissioner
Clint Shoemake, Planning Technician
George Cress, Principal Planner
Tamra Mabbott, Planning Director
Valerie Ballard, Executive Assistant



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Challenge and Context

- ▶ Original energy issue we set out to address:
 - ▶ **“CREATE A FRAMEWORK FOR COMMUNITY BENEFIT AGREEMENTS”**
- ▶ Pivoted to a more holistic planning approach as we are in the thick of buildouts
- ▶ Key Factors:
 - ▶ Almost all development happening at once; renewable energy and data centers
 - ▶ How do data centers affect demand?
 - ▶ What are the effects of transmission lines?
 - ▶ How can we leverage these to create better benefits to Morrow County?



Key Takeaways

- ▶ Colocation, both of transmission lines and of generation and power users
- ▶ You can accomplish a lot through ordinances
- ▶ Batteries (BESS) have significantly changed the game by making renewable power more consistently available
- ▶ Long term viability (view these as industrial level power plants)
- ▶ Agrivoltaics is viable and something we can (and should) require
- ▶ Decommissioning should be taken seriously, and the possibility of recycling should be paired with it
- ▶ We have leverage!

Next Steps

- ▶ **SHORT TERM:**
 - ▶ Already using this in active negotiations with solar
- ▶ **MEDIUM TERM:**
 - ▶ Update our code and ordinances to match our priorities, while still meeting requirements
- ▶ **LONG TERM:**
 - ▶ Target companies that do recycling of renewables and recruit them to Morrow County to close the loop on renewable development

