



**AGENDA ITEM BRIEFING**  
Gilliam County Court

MEETING DATE: May 7, 2025

FROM: Judge Patnode

TITLE OF AGENDA ITEM: Consider Approval of Intergovernmental Agreement for Strategic Investment Program (SIP) Distribution of Leaning Juniper Wind Power IIb Project Community Service Fee

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**SUMMARY:** On March 19, 2025, the County entered into a SIP agreement with Leaning Juniper Wind Power IIb. Among other things, the SIP agreement requires that Leaning Juniper pay a Community Service Fee to Gilliam County.

Under ORS 285C.609(6) the County shall distribute the collected fee payment to taxing districts where the SIP-assessed property is located. The taxing districts in this location include Gilliam County, North Gilliam County Cemetery District, Arlington Port District, North Gilliam County Rural Fire Protection District and North Gilliam County Health District. The attached IGA provides how the Community Service Fee will be distributed.

The North Gilliam County Cemetery District signature on the IGA has not yet been obtained. They meet May 12, 2025, and the necessary signature will be obtained on that day.

**ALIGNMENT WITH STRATEGIC PLAN GOAL:** Goal #2 – Promote growth and prosperity throughout all of Gilliam County.

**SUGGESTED MOTION LANGUAGE:** (if applicable)

“I move to approve the intergovernmental agreement for Strategic Investment Program distribution of Leaning Juniper Wind Power IIb project community service fee, contingent on the missing signature being obtained, and authorize the Judge to execute the agreement.”

**ATTACHMENTS:** (Please list supporting documents. All attachments should be submitted with this brief)

- Intergovernmental Agreement for Strategic Investment Program (SIP) Distribution of Leaning Juniper Wind Power IIb Project Community Service Fee

**Intergovernmental Agreement For Strategic Investment Program (SIP)  
Distribution of LEANING JUNIPER WIND POWER IIb Wind Project Community  
Service Fee  
Under ORS 285C.609(6)/285C.623(6)**

The government of Gilliam County ("the county"); and Port of Arlington, North Gilliam County Health District, North Gilliam County Cemetery District and North Gilliam County Rural Fire Protection District (collectively "the parties"), do hereby enter into this Intergovernmental Agreement for the purpose of the distribution, amongst the parties, of the community service fee collected in each of 15 years ("the fee payment"), respective to an eligible project of the Strategic Investment Program ("SIP") under Oregon Revised Statute (ORS) 265C.600 to 285C.626 and 307.123.

**RECITAL AND FINDINGS**

- WHEREAS: the Oregon Legislature has established SIP to promote local hiring and industrial competitiveness in Oregon for exceptionally large capital investments.
- WHEREAS: SIP provides for local governments to enter into agreements with business firms engaged in a traded-sector industry, to attract and retain long-term investment and employment in exchange for limitations on the taxable assessment of property.
- WHEREAS: Leaning Juniper Wind Power IIb, LLC ("the firm") has entered into an agreement to receive SIP tax treatment with the county under ORS 285C.609 (4) (a) for the firm's proposed Leaning Juniper Wind Power IIb project.
- WHEREAS: Pursuant to the agreement with the firm, the firm will make the fee payment to the county in each of 15 years subject to SIP tax treatment within 60 days after receipt of payment notice each year in an amount equal to 25 percent of the property tax savings resulting from the SIP exemption on property for the current property tax year, up to a maximum in any one year of \$3,000,000, consistent with ORS 285C.609(4)(b) as adjusted pursuant to ORS 285C.609(5), such that the schedule of anticipated payments to be received by the county from the firm are estimated in Exhibit A, which is attached to this agreement for general reference with the understanding that actual collections will differ.
- WHEREAS: The fee payment is *not* considered as payment in lieu of taxes.
- WHEREAS: Under ORS 285C.609(6), the county shall distribute the collected fee payment based on an additional agreement that is entered into among the county and at least enough local taxing districts listed under ORS 198.010 or 198.180 to account for 75 percent or more of all such districts' property tax authority where the SIP-assessed property is located.
- WHEREAS: The location of the firm's proposed SIP project is in tax code area #4 (See Exhibit A), for which the following local taxing districts listed under 198.010 or 198.180 have permanent or local rate authority to levy *ad valorem* taxes or real and personal property

within Gilliam County, North Gilliam County Cemetery District, Port of Arlington, North Gilliam County Rural Fire Protection District, and North Gilliam County Health District.

- NOW, THEREFORE, in consideration of mutual agreements, covenants and promises contained hereunder, the parties do hereby agree as follows:

**1. Distribution and Disbursement**

- a. Within 60 days of collecting the fee payment from the firm, the county shall disburse a portion of each year's collected amount to all the other parties, aside from retention of the county's share, as computed under this section.
- b. The share of the fee payment for each party shall equal the total collected amount multiplied by the following percentages:

Gilliam County	36.19%
North Gilliam County Cemetery District	5.78%
Arlington Port District	5.12%
North Gilliam County Rural Fire Protection District	19.07%
<u>North Gilliam County Health District</u>	<u>33.84%</u>
	Total 100%

**2. Reporting and Administration**

- a. With each disbursement, the county shall provide to the party a statement showing the fee payment, the shares distributed to each party, and the rates used for the computations under section 1 above.
- b. To cover administrative expenses of the county in collecting and disbursing the fee payment, the county will retain a \$3,000 per year administrative fee.
- c. Upon request by any party, the county with assistance from the county assessor shall furnish, to each party, relevant current and previous assessed values of the firm's property by tax code area - with and without SIP - and the resulting property tax savings for the firm.
- d. The county shall notify all parties if the firm fails to make the fee payment, which may be done once the first year during the term of this agreement, when the failure is a consequence either of disallowance of the firm's SIP benefit, or of the SIP project property's real market value not exceeding the taxable portion under ORS 307.123(1)(a), effectively negating property tax savings for the firm.

**3. Effective Date/Term of Agreement**

- a. This agreement shall be effective upon the date of its final execution by signature of all parties, or on the date of determination by the Oregon Business Development Department that the firm's project property shall receive SIP tax treatment, whichever occurs later.
- b. The agreement shall expire on June 30 of the tax year at the conclusion of the 15-year period under ORS 307.123(2)(c).

ACCEPTING FOR GILLIAM COUNTY

\_\_\_\_\_  
Cris Patnode, Gilliam County Judge

\_\_\_\_\_  
Date

ACCEPTING FOR PORT OF ARLINGTON

  
\_\_\_\_\_  
Leah Shannon, Port President

4.10.25  
Date

ACCEPTING FOR NORTH GILLIAM COUNTY HEALTH DISTRICT

  
\_\_\_\_\_  
Ron Cecil, Health District Chair

4/15/25  
Date

ACCEPTING FOR NORTH GILLIAM COUNTY CEMETERY DISTRICT

\_\_\_\_\_  
Ron Wilson, Cemetery District Chair

\_\_\_\_\_  
Date

ACCEPTING FOR NORTH GILLIAM COUNTY FIRE PROTECTION DISTRICT

  
\_\_\_\_\_  
Skye Krebs, Fire District Chair

4/14/2025  
Date