

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, November 27, 2019 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**AMENDED**

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
  - a. Accounts Payable, November 29<sup>th</sup>, **\$266,266.54**; Manual Check, November 21<sup>st</sup>, \$8,000; Two Payroll Payables, November 8<sup>th</sup>, \$363.27; November 20<sup>th</sup>, \$166,502.74
  - b. Minutes: October 2<sup>nd</sup>, October 9<sup>th</sup>; October 16<sup>th</sup>; October 23<sup>rd</sup>
  - c. Amendments 2 & 3 to Oregon Health Authority 2019-2021 Intergovernmental Agreement #159175 for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services
  - d. Orchard Wind Project Community Service Fee Intergovernmental Agreement
  - e. Property Use License with Oregon State University to use the OHV Park for ATV Safety Youth Rider Endorsement Classes
  - f. **Two Applications for Refund of Overpayment of Taxes, CoreLogic Tax Service**
5. **Business Items**
  - a. Safety Committee Bi-Annual Update (Bob Gates, Safety Committee Chair)
  - b. Request to Change Registered Nurse Position from 1.0 Full-Time Equivalent (FTE) to .60 FTE (Sheree Smith, Public Health Department Director)
  - c. Interview Team for Community Development Director Position (Karmen Carlson, Human Resources Director)
  - d. ~~R-2019-23: Budget Transfer from the Statewide Transportation Improvement Fund to the Federal Transit Administration Grant Fund (Kate Knop, Finance Director)~~
  - e. Award Bid & Review Contract - Steve Lindley Contracting, Inc., Road Work Associated with the Wheatridge/NextEra Wind Project (Matt Scrivner, Public Works Director)
  - f. Lexington Airport Projects Funding Discussion - Seal Coat of Pavement and Runway End Identifier Lights Installation (Matt Scrivner)
6. **Department Reports**
  - a. Road Department Monthly Report (Eric Imes, Assistant Road Master)
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

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

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

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

**Morrow County Board of Commissioners Meeting Minutes  
October 2, 2019  
Bartholomew Building, Upper Conference Room  
Heppner, Oregon**

**Present**

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Justin Nelson, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

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

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

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

1. *Accounts Payable, October 3<sup>rd</sup>, \$178,439.85; Void Check, September 27<sup>th</sup>, \$1,236.38*
2. *Minutes: August 28<sup>th</sup>*

*Commissioner Lindsay seconded. Unanimous approval.*

**Business Items**

Discussion - Compensation Board Appointments

Karmen Carlson, Human Resources Director

Ms. Carlson explained two openings exist on the Compensation Board. They are positions formerly held by Kevin Ince and Andy Fletcher. The Commissioners requested the vacancies be publicly advertised. Ms. Carlson said she would return on November 13<sup>th</sup> with any resulting letters of interest.

OR-2019-13 – Appointing Members to the Board of Property Tax Appeals & Intergovernmental Agreement (IGA) with Gilliam County for the Exchange of Appraiser Services for Board of Property Tax Appeals (BOPTA)

Bobbi Childers, Clerk

Ms. Childers explained the IGA is an annual agreement in the event either County needs an independent appraiser for cases in which a citizen appeals a tax value.

Chair Doherty noted a member of BOPTA has served for quite a while and asked if members should reapply, in order to be consistent with past practice when appointing members to other boards/committees.

Ms. Childers discussed the training required and the fact members cannot serve on the board of a taxing district. However, there is an exception, she said. The Governing Body representative (Commissioner Russell) does have the ability to serve on a taxing district board.

Chair Doherty said it was important to understand the unique requirements and thanked Ms. Childers for the clarification.

*Commissioner Lindsay moved approve:*

1. *Order No. OR-2019-13 – In the Matter of Appointing Members to the Morrow County Board of Property Tax Appeals, terms to be October 15, 2019-June 30, 2020:*
  - a. *Don Russell appointed as a member of the County Governing Body Pool and as Chairperson*
  - b. *Ed Rollins and Dean Kegler as members of the Non-Office-Holding Pool*
2. *Intergovernmental Agreement between Morrow County and Gilliam County (each County's Tax Assessor to act as an independent appraiser for the other County in BOPTA cases).*

*Commissioner Russell seconded. He then noted he should abstain as a member of BOPTA. Chair Doherty seconded the motion. Aye: Chair Doherty and Commissioner Lindsay. Abstained: Commissioner Russell. Motion carried.*

#### Community Counseling Solutions Quarterly Report

Kimberly Lindsay, Executive Director

Ms. Lindsay began by presenting a gift to Commissioner Russell on behalf of her former high school principal, Trevor Russell, with whom she recently had a meeting in Prineville. She explained Mr. Russell is a relative of the Commissioner and he asked Ms. Lindsay to deliver two birdhouses he made. Ms. Lindsay said Mr. Russell is on a “mission” to bring back bluebirds to Oregon and has made and donated 3,500 birdhouses.

Ms. Lindsay then provided an update of activity at CCS in the previous quarter of the year. Multiple documents and reports were presented and discussed. Some discussion highlights included:

- People who commit suicide have a significant amount of contact with the health care community in the months before they die. Despite that, most in the medical community aren't performing a suicide screening, even for people taking anti-depressants. She said CCS is working with Pioneer Memorial Clinic and Columbia River Health to see if they are willing to do things differently when it comes to screening for suicide. CCS also made the decision to sponsor a training, “internally and externally,” called QPR. It stands for Question, Persuade, Refer and provides tools for people to have a conversation with someone who is feeling suicidal, she said. CCS will provide it for all its staff members.
- CCS now offers Mend, a software platform that allows patients the option to be seen remotely for sessions using a smartphone, tablet or computer.
- Funding for school-based counseling is anticipated to increase from the State of Oregon and the Morrow County School District. This will mean a counselor will be available in every school since the Ione School District has dedicated funding through the School Based Health Center for a ¾ time person located there.

### Discussion – Airport Advisory Committee Appointments

Matt Scrivner, Public Works Director

Sandi Pointer, Public Works Management Assistant

Mr. Scrivner and Ms. Pointer discussed efforts to advertise the vacancies on the committee and reviewed the nine letters of interest submitted. Discussion.

*Commissioner Lindsay moved to appoint the following members to the Airport Advisory Committee, noting the Board will need to review and approve the bylaws:*

1. *Undersheriff John Bowles as the Emergency Management Representative*
2. *Steven Puntenney as the Emergency Management Alternate*
3. *Sheryll Bates as the Economic Development Representative*
4. *Barbara Van Arsdale as the Tenant/Pilot Representative*
5. *Sean Wood as the Tenant/Pilot Alternate*
6. *John Boyer as the Business User Representative*
7. *Sean Wood as the Business User Representative Alternate*
8. *Sandi Pointer as the Public Works Representative*
9. *Matt Scrivner as the Public Works Representative Alternate*
10. *Wayne Seitz as the Member at Large, Position 1*
11. *Thomas Wolff as the Member at Large, Position 1, Alternate*
12. *Ragna TenEyck as the Member at Large, Position 2*
13. *Thomas Wolff as the Member at Large, Position 2, Alternate*

*Commissioner Russell seconded. Unanimous approval.*

The Board agreed by consensus to designate Commissioner Lindsay as its representative on the Airport Advisory Committee and Commissioner Russell as the alternate.

### Award Bid for Surveying & Engineering Services

Matt Scrivner

Mr. Scrivner explained Public Works issued a Request for Proposals for Surveying & Engineering Services and received one response. The response was reviewed by a five member panel and the recommendation was to award the bid to Anderson Perry & Associates, Inc. He added the firm currently doing this work for the County, Ferguson Surveying & Engineering, will subcontract to Anderson Perry on County projects but Anderson Perry will be the lead as the contractor.

*Commissioner Russell moved to award the bid for Surveying and Engineering Services to Anderson Perry and Associates, Inc. Commissioner Lindsay seconded. Unanimous approval.*

### Acceptance of Right-of-Way Dedication in the Irrigon Area, Billy Griffin, Applicant

Carla McLane, Planning Director

Ms. McLane explained the particulars of the easement dedication and said while it is a public road with the County having authority over it, it is not a County road. This will be the first of multiple requests for dedication, she added. Discussion.

*Commissioner Russell moved to accept the Road Right-of-Way Dedication over the existing easement as shown on the Partition Plat submitted, as required by Land Partition LP-N-462. Commissioner Lindsay seconded. Unanimous approval.*

Discuss Plans for the Association of Oregon Counties Annual Conference

Each year at the AOC Annual Conference, there is a County Product Tasting event where counties showcase their locally produced items. The Commissioners discussed options and were tasked with contacting businesses and reporting back next week.

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the nine firms that submitted proposals were narrowed down to four: Fortis, Mortenson, Kirby Nagelhout, and Total Site Services. These firms are eligible to respond to the County's Request for Proposals, which will be published October 4<sup>th</sup>. Demolition of the building behind the Irrigon Annex is scheduled for October 14<sup>th</sup>. He said he's been working with the State of Oregon Procurement Office on the process to obtain furniture for the new building.

**Department Reports**

Administrator's Monthly Report

Mr. Green reviewed his report. He said the Bartholomew Building Lower Level remodel will begin October 9<sup>th</sup>. He also discussed the three meetings with employee groups to review the Retirement Plan presentation that was also presented to the Board on August 28<sup>th</sup>.

Fair Office Quarterly Report

Fair Secretary, Ann Jones, was unable to attend. Her report was reviewed in her absence.

Sheriff's Office Monthly Report

Undersheriff John Bowles was unable to attend. The report was reviewed in his absence.

**Break:** 10:58-11:07 a.m.

**11:07 a.m. Executive Session** – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

**12:14 p.m. Closed Executive Session and returned to Regular Session**

**Department Reports, continued**

District Attorney/County Counsel Quarterly Report

Justin Nelson, D.A./County Counsel

Mr. Nelson reviewed his report of activity for the quarter, as well as other staff members in the office.

### Treasurer's Monthly Report

The written report submitted by Treasurer Gayle Gutierrez was reviewed.

**12:36 p.m. Executive Session** - Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

**12:55 p.m. Closed Executive Session and returned to Regular Session**

### **Business Items, continued**

#### Road Use Agreement with Wheatridge Wind Energy/NextEra Energy, Inc.

*Commissioner Russell moved to approve the Road Use Agreement with Wheatridge Wind Energy, effective October 2, 2019. Commissioner Lindsay seconded. Discussion:*

*Commissioner Lindsay noted she recused herself from an earlier vote related to the Wheatridge Project because her family's ranch, Turner Ranch, was listed as a landowner. She said the Road Use Agreement has no financial impact to herself or her business. When the committee was formed to work with Wheatridge/NextEra representatives on the Agreement, she said the Board agreed to her working on the committee because of the location and constituency. Vote: Unanimous approval.*

### **Correspondence**

- Record of Decision for the Department of the Navy Real Estate Actions in Support of the Boardman to Hemingway Transmission Line Project at Naval Weapons Systems Training Facility Boardman, Oregon
- Thank you letter from the Board of Commissioners to Captain Matthew Army, Commander, Naval Air Station Whidbey Island, regarding his recent visit to the County to meet with the Commissioners and staff.

### **Commissioner Reports**

- Commissioner Lindsay said as a Regional Solutions Advisory Board Member, she received a call from Courtney Crowell, Greater Eastern Oregon Region Coordinator, about the following: Regional Solutions has been working with a company in Stanfield since last spring to find a place for its effluent water after it was no longer able to take it to the digester it had been using. After working with the Department of Environmental Quality and Business Oregon, a temporary solution emerged but it requires a four-to-six week process for a conditional use permit from Umatilla County. The request of Morrow County is for funds to assist in keeping the company open since it employs some Morrow County residents. Chair Doherty and Commissioner Russell asked Commissioner Lindsay to send them more information on the request while they take it under consideration. Commissioner Lindsay reported Sixth District Circuit Court Judge Daniel J. Hill attended the most recent meeting of LPSCC (Local Public Safety Coordinating Council) and subsequently contacted her about the County's plans to resolve the space issues in the Courthouse. His preference is to house the Justice of the Peace (JOP) elsewhere, citing the transition due to the retirement of the current JOP would be the

opportune time to do so. The Commissioners then discussed various options, including evaluating spaces off-site. Regarding updating the agreement between the County and the City of Boardman for Building Inspection Services, Commissioner Lindsay said all options will be discussed with Boardman City Manager, Karen Pettigrew. She said she will report back on the progress of those meetings.

- Commissioner Russell discussed an article in the East Oregonian about two eastern Oregon businesses fined by DEQ. He asked when there will be a “reality check” for fines like these when at the same time, Portland’s answer to its stormwater issues is to “only dump sewage into the river 10 times per year” with no fines.

### **Signing of documents**

**Adjourned:** 1:32 p.m.



**Morrow County Board of Commissioners Meeting Minutes**  
**October 9, 2019**  
**Irrigon Branch of the Oregon Trail Library District, Community Room**  
**Irrigon, Oregon**

**Present**

Commissioner Melissa Lindsay  
Commissioner Don Russell  
Darrell J. Green, Administrator  
Richard Tovey, County Counsel  
Roberta Lutcher, Executive Assistant

**Excused**

Chair Jim Doherty

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

**City & Citizen Comments:** Veterans Services Officer, Linda Skendzel, distributed copies of a calendar that listed events of interest to veterans. She also provided a brief report on events held in September and October, to date.

**Open Agenda:** No items

**Consent Calendar**

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

- 1. Accounts Payable, October 10<sup>th</sup>, \$209,630.45*
- 2. Agreement for Engineering Services with Anderson Perry & Associates, Inc.; effective October 23, 2019 and shall expire five years from the execution of this agreement.*

*Commissioner Lindsay seconded. Discussion: Commissioner Lindsay clarified that the motion was the Board reviewed the Agreement for Engineering Services, but did not approve it. Mr. Green said the intent was for the Board to have an opportunity to review the contract and it could be brought back next week for approval. Brief discussion. Commissioner Lindsay then amended her motion to state the Board reviewed and approved the agreement pending no changes to the contract by Anderson Perry. Commissioner Russell seconded the amendment. Unanimous approval of the amendment. Unanimous approval of the original motion.*

**Business Items**

Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the Request for Proposals was released last Friday to the four Design-Build teams who qualified to receive it. The four Design-Build teams have an opportunity to tour the Irrigon site on October 10<sup>th</sup>. Interviews are scheduled for November 7<sup>th</sup> & 8<sup>th</sup>. Demolition of the shop on the site will take place next week. A replat of the lot will be required.

### Plans for the Association of Oregon Counties (AOC) Annual Conference

Brief discussion about the ability to offer hot food products during the County Product Tasting Event. The Commissioners will report back with options.

### **Department Reports**

#### Planning Department Monthly Report

Carla McLane, Planning Director

Ms. McLane reviewed her report. Topics included the October 16<sup>th</sup> Public Hearing to consider renaming Laurel Road; Code Enforcement Task Force recommendations; Energy Development Activities; and the Port of Morrow Interchange Area Management Plan.

#### Justice Court Quarterly Report

The Distribution of Fines and Assessments Report for July-September was reviewed in Judge Ann Spicer's absence.

### **Correspondence**

- National Weather Service webpage showing a photo of staff in the Morrow County Sheriff's Office holding the "Storm Ready" sign indicating the County participates in the National Weather Service's Storm Ready Program.

### **Commissioner Reports**

- Commissioner Russell discussed upcoming meetings. He said he will call-in to Friday's meeting of the Community Renewable Energy Association (CREA) and will attend meetings in Salem related to the Association of Oregon Counties' search for a new Executive Director. Commissioner Russell attended a Department of Revenue work session on the new Corporate Activity Tax. He said the tax is "going to be complex."
- Commissioner Lindsay said the engineer's review of the floodplain at the former Kinzua Mill site in Heppner confirmed that about 80% of the area can be removed from that designation. She said she will contact the Executive Director at the Port of Morrow, Ryan Neal, about potential partnerships. If plans fall into place, she said it could be life changing for south County. Commissioner Lindsay attended the following: a meeting between County schools, Community Counseling Solutions (CCS), School Resource Officers, CARE Team members, and Public Health Department staff; a convention in Portland for school board members and superintendents because the State is looking at what Morrow County is doing as a model; and the CCS Advisory Board meeting.

### **Signing of documents**

**Adjourned:** 10:05 a.m.

**Morrow County Board of Commissioners Meeting Minutes  
October 16, 2019  
Port of Morrow Riverfront Center, Port Commission Room  
Boardman, Oregon**

**Present**

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell J. Green, Administrator

Kate Knop, Finance Director

Richard Tovey, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutcher, Executive Assistant

**Call to Order:** 9:00 a.m.

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

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

- 1. Accounts Payable, October 17<sup>th</sup>, \$90,413.35; Retirement Taxes, October 8<sup>th</sup>, \$20,563.41; Fair Premiums, October 17<sup>th</sup>, \$5,089.98*
- 2. Minutes: September 4<sup>th</sup> & 11<sup>th</sup>*
- 3. Oregon Department of Veterans' Affairs 2019-20 Transportation of Veterans in Highly Rural Areas Grant Agreement – Morrow County; effective September 15, 2019 through September 14, 2020; \$45,000 to be used for the transportation of County veterans to VA-approved medical appointments and for the advertisement/promotion of this program; and authorize Chair Doherty to sign on behalf of the County*
- 4. Oregon Health & Science University Subaward Agreement #B04MC31511, Title V, Maternal & Child Services (CaCoon home visiting services for children with special healthcare needs); effective October 1, 2019 to September 30, 2024; \$9,192 to be received each year for a total of \$45,960; and authorize Chair Doherty to sign on behalf of the County*
- 5. Department of Land Conservation and Development 2019-2021 Grant Young Memorial Planning Assistance Grant Agreement #GY-21-151, \$4,000, and authorize the Planning Director to sign on behalf of the County*
- 6. Resolution No. R-2019-20: In the Matter of Authorizing Morrow County Public Works Department to Apply for an All-Terrain Vehicle Grant from the Oregon Parks and Recreation Department for operations and Maintenance Equipment Purchase for the Morrow-Grant County OHV Park*

*Commissioner Lindsay seconded. Unanimous approval.*

**9:02 a.m. Public Hearing – To consider the renaming of Laurel Road**

Carla McLane, Planning Director

Stephen Wreccics, GIS Planning Tech

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

Mr. Wrecsics said Morrow County is the applicant on the request to change the name of Laurel Road to Laurel Lane Road. It is a paved County road located south of the Port of Morrow Interchange to Wilson Lane. On August 7, 2019, the Board of Commissioners approved a motion to change the name to Laurel Lane Road and for the County to be responsible for that process. He reviewed the list of agencies notified and a discussion took place on landowners notified. He said notice went to property owners in a larger, buffer area around Laurel Road, not just those abutting it.

Ms. McLane provided the history of the road and how it came to be known as Laurel Lane, Laurel Road and Laurel Lane Road.

Chair Doherty called for proponents to speak.

Ed Glenn said he wanted to acknowledge a mistake he made. He recently read the dedication of the road to the public and saw where a former County Judge marked out "lane" and put in "road." That dedication had a recording number in the Clerk's Office, as does the current tax assessor map. He said he assumed that number also included the reference to Laurel Road but that was wrong...It did not change as a result of the former County Judge and he apologized, adding he should not have disparaged him or the County Court. He continued, in 1996 a blanket ordinance adopted by the County changed the names of dozens of roads, including Laurel Lane. He said he was unaware of that until Ms. McLane recently pointed it out. He apologized to her for not consulting her earlier. He said for more than 10 years it was Laurel Lane, then it became Laurel Road but that was unbeknownst to map makers from far and wide. He then referenced a number of maps that currently list it as Laurel Lane. He said he knew it could be renamed to Laurel Lane without doing any injustice to the road naming/addressing ordinance because it can still have addresses assigned according to the direction the road runs. He said he believed there were nine reasons why the Board can name the road Laurel Lane rather than Laurel Lane Road (referencing the memo he provided for the record). He then said he didn't have any idea where the distinction arose other than at one time he had a conversation with a County Judge in which the Judge asked as a matter of compromise, if the road could be named Laurel Lane Road. He said he was of the opinion yes, that can be done, but has changed his mind. He cited two of the reasons in his memo: 1.) It would destroy the poetic ring of Laurel Lane, and, 2.) The road is less than one mile long and is highly unlikely to be extended via future development. The northern terminus is a T-intersection with Boardman Avenue and the southern terminus at Wilson Lane abuts a property line unlikely to be extended. He also said it is well known in the neighborhood and to emergency personnel that it's Laurel Lane. He concluded by saying he and his neighbors urged the County to rename it to Laurel Lane.

Commissioner Russell said in the past, he owned property at the intersection of Yates and Laurel Road and also thought it was Laurel Lane, which is what one street sign indicates.

Mr. Glenn said the other sign indicates it's Laurel Lane Road but it's currently in the ditch due to construction. He went on to review the history of the road, the right-of-way for which he and Dewey West gave the County in lieu of any monetary consideration, but with the condition it be named Laurel Lane.

J. Fletcher Hobbs said he had property close to Laurel Lane or Road, adding he thought it was called Laurel Lane. He said he talked to other neighbors and they all were of the understanding it's Laurel Lane. He said they like the name Laurel Lane and if there's a way to make that permanent, it would be good for them.

Chair Doherty called for opponents to speak. Hearing none, he asked for additional staff comment.

Undersheriff John Bowles said the Sheriff's Office staff member who does mapping through the CAD 911 system (Computer Aided Dispatch), Erik Patton, recommended it be Laurel Lane or Laurel Road but not a combination of the two. Undersheriff Bowles added he always referred to it as Laurel Lane.

Chair Doherty asked if there were any further comments or questions; no response.

The Public Hearing was closed.

*Commissioner Russell moved to name the road Laurel Lane, as originally intended. Commissioner Lindsay seconded. Discussion: Ms. McLane said to clarify, the change will be at a cost. The Planning Department will engage Public Works to change signs and would also do its best to inform map makers, such as Google. Commissioner Russell noted one of the signs belongs to the City of Boardman. He said he independently asked representatives of the Boardman Rural Fire Protection District, the ambulance service, and the Police Department about the name and each one said it was Laurel Lane. He said this is an opportunity to correct something that should not have happened. When the road was given to the County, the request was to name it after Mr. Glenn's daughter and we should honor that. Commissioner Lindsay said at the August 7<sup>th</sup> meeting, she leaned toward the ordinance but as she listened today, especially to Emergency Management, and after reading the road dedication and hearing it was dedicated without dollars, other than wanting the name, she defaulted to not many people do that anymore but it's how things were done back in the day. She said she wanted to honor that dedication because there was nothing else done in writing. Vote: Aye: Commissioner Lindsay and Commissioner Russell. Chair Doherty said a deal was a deal and he wished Mr. Glenn would have stuck to his guns back then (when he verbally agreed to Laurel Lane Road), but he was going to go against what he said before about a deal is a deal. Vote: Aye: Chair Doherty. Unanimous approval.*

## **Business Items**

Draw Applicant Names for 2019 Youth Hunt – Spike Elk

Greg Close, Parks General Manager

Mr. Close outlined how the Parks Department made the public aware of this special hunt opportunity that is held annually at the OHV Park. He said ads were placed in newspapers in both Morrow and Grant Counties, the schools were informed, and they had a presence at both County Fairs. He said there were six slots available and five applications. The envelopes were opened and the names read aloud:

1. Kassadie Griffin, Irrigon
2. David Rietmann, Ione
3. Preslie Bowles, Irrigon
4. Zackariah Jones, Irrigon
5. Katie Spivey, Ione

Mr. Close said the hunts take place in the second season and applicants have to obtain their own tags.

Chair Doherty said there is an individual who is working with the Oregon Department of Fish and Wildlife for additional tags for veterans and then asked Mr. Close if there might be a similar opportunity at a County park.

Mr. Close replied they would absolutely consider it as it's something they want to do.

Undersheriff Bowles said there is a Morrow County Sheriff's Deputy involved with wounded warriors by taking them hunting and fishing. He said he would put these individuals in contact with each other.

#### Irrigon Building Update

Darrell Green, Administrator

Mr. Green said the old Public Works shop is being dismantled by Public Works staff, General Maintenance staff and Parks employees. The roll-up doors and gas tank will be reused by the Parks Department. He said the site walk took place October 10<sup>th</sup> with representatives from all four Design-Build teams. He then reviewed the next few steps in the Request for Proposals process.

#### Overview of Sheriff's Office Accounts

Kate Knop, Finance Director

Sheriff Ken Matlack

Ms. Knop said the Board requested information on several Sheriff's Office accounts. She said she met with Sheriff Matlack and Undersheriff Bowles to gather more information about the purpose and dollar amount of each account. They are:

1. Sheriff's Trustee Account – Purpose: to receive Civil Service Fees. Balance as of June 30<sup>th</sup>: \$142.50
2. Sheriff's Reserve Deputy Account – Purpose: to receive all reserve deputy and service detail revenue for reserve deputy expenditures. Balance as of June 30<sup>th</sup>: \$1,557.49

3. Sheriff's Special Account – Purpose: to receive donations. Balance as of June 30<sup>th</sup>:  
\$10,340.11

Each account was discussed in greater detail but the majority of the discussion centered on the Sheriff's Special Account and whether or not it is structured in such a way to allow people to take a tax deduction for a charitable contribution.

There was also discussion about the need for a list showing all accounts under the County's Employer Identification Number, or EIN. This was specifically requested by Chair Doherty, with Commissioners Lindsay and Russell in agreement.

Bringing the discussion back to the Sheriff's Office accounts, Ms. Knop said the governing body could decide to have a special reserve fund to receive dollars. The fund could have lines to track donations, to specify the purpose or designation of the donation, and then how the funds were expended. This allows full transparency, she said. The same thing could take place for the Sheriff's Reserve Deputy Account. These ending fund balances would roll to the beginning fund balance, not the General Fund, she said.

Chair Doherty said the Budget Officer needs to work on bringing this forward.

Commissioner Russell commented people could then donate for specific reasons to the Sheriff's Office, the funds would be remitted to the Finance Department where a notation would be made as to the purpose and then the Sheriff's Office could request a check.

Chair Doherty said there needs to be the ability to make donations fully deductible.

Ms. Knop said that would be the end result.

**Break:** 10:43-10:50 a.m.

Chair Doherty said they would allow time for Sheriff Matlack to provide an update on several topics.

Sheriff Matlack provided an overview of the Hold Their Feet to the Fire event in September hosted by the Federation for American Immigration Reform (FAIR) in Washington, D.C. He also talked about his 40-year law enforcement career and that illegal immigration wasn't as significant a problem then as it is now in Morrow County.

#### Code Enforcement Task Force Report

Carla McLane, Planning Director

Ms. McLane read from her report, which summarized the events leading up to the formation of the 15-person Code Enforcement Task Force and its purpose. She said a key piece that emerged from the meetings was the need for a communication network to be created and used in support

of the Code Enforcement program. She said there was consensus there should be full dedication to this program. However, how and when that happens was not fully vetted by the Task Force because of budgetary considerations, which would be a Board decision. As to what department should oversee Code Enforcement, she said there was not full agreement. The majority voted for it to be in the Planning Department but the Sheriff cast his vote for his department, she explained. The Task Force also agreed the current complaint-driven process should be reevaluated. Ms. McLane said a decision was not expected today and this was likely the first of several discussions before the Board. She said the Task Force members were looking for direction on the next steps, what department to place it in, what is the fiscal commitment, and what is the timeline for implementation. She encouraged the Commissioners contact other Task Force members for additional input. Lengthy discussion ensued.

Commissioner Russell said the Board needs to figure out three things: What emphasis to place on Code Enforcement; whether or not to fund a full-time position; and what department to place it under.

**Lunch Break:** 12:15-1:10 p.m.

#### Request for Proposals – Port of Morrow Interchange Area Management Plan (IAMP)

Carla McLane, Planning Director

Representatives from the Port of Morrow, City of Boardman, Morrow County and the Oregon Department of Transportation have been meeting to discuss the challenges to the current Port of Morrow IAMP. It was determined that the IAMP needs to be updated because it does not anticipate the types of changes to the Interchange infrastructure that are being contemplated.

Ms. McLane said the Port, City and County each contributed \$5,000 to update the IAMP, which is estimated to be around \$10,000. The County will lead the process and release the Request for Proposals (RFP).

*Commissioner Russell moved to approve the Request for Proposals to update the Port of Morrow Interchange Area Management Plan, originally adopted in November 2011, and authorize the Planning Department to initiate the process as outlined in the RFP. Commissioner Lindsay seconded. Unanimous approval.*

#### **Department Reports**

##### Juvenile Department

Christy Kenny, Juvenile Department Director

Ms. Kenny, whose first day with the County was September 3<sup>rd</sup>, reviewed her report. It included such things as the number of youth in detention, the number of youth referred to other agencies for a service, and the type of offenses committed. She also provided an update on staff activity (trainings, meetings, etc.) in her office. She said she and her staff are reevaluating where they are as an office and how to serve the kids. They are targeting risk factors for kids and what the



office is doing to address those factors instead of just supervising a court order. She said her goal moving forward is to determine how the Juvenile Department can do more for kids.

#### The Loop Quarterly Report

Anita Pranger, Coordinator

Ms. Pranger reviewed her report. She informed the Board The Loop's Port of Morrow/Hermiston fixed bus route previously give the green light by the Oregon Department of Transportation is now on hold because similar route plans were submitted by Umatilla County and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR). She said duplicate routes are not allowed and the County cannot change the plan that was approved by ODOT. It can, however, opt to move forward with a different project that was on the list already approved by ODOT. It was noted Morrow County is much further along in the planning process than the other two entities and would like to continue with the proposed route.

Ms. Pranger also discussed vacancies on both the Special Transportation Fund (STF) Advisory Committee and the Statewide Transportation Improvement Fund (STIF) Advisory Committee.

#### Emergency Management Quarterly Report

Undersheriff John Bowles

Undersheriff Bowles reviewed Emergency Management activity from July-September. Following his report, Chair Doherty commented on the early morning bumper-to-bumper traffic on I-84 and Highway 730 going to Boardman, mostly due to harvest season. Brief discussion.

#### **Commissioner Reports**

- Commissioner Russell attended Association of Oregon Counties' meetings in Salem regarding the search for an Executive Director. Locally, he attended the Solid Waste Advisory Committee meeting, which did not have a quorum and was unable to consider a request from Miller and Sons for a rate increase.
- Chair Doherty mentioned Ms. McLane's upcoming retirement and suggested an exit interview take place, to which she agreed. Chair Doherty attended the same AOC meetings as Commissioner Russell, as well as The Loop meetings, and the Wolf Depredation Advisory Committee meeting.

**2:13 p.m. Executive Session** – Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

**2:54 p.m. Closed Executive Session**

**Cancelled: Executive Session** – Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

**Signing of documents**

**Adjourned:** 2:58 p.m.



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

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

Amendment #2 to to the Intergovernmental Agreement for the Financing of Mental Health, Addiction Treatment, Recovery and Problem Gambling Services Agreement #159175, is adding additional funding to the the School-Based Mental Health Services (MH13) and for Residential Community Mental Health Treatment Services for Adults (MH28).

These funds are from OHA and passed through Morrow County to Community Counseling Solutions.

**2. FISCAL IMPACT:**

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

Motion to approve and have the Chair sign Amendment, 159175-2

Attach additional background documentation as needed.

## Darrell Green

---

**From:** Kimberly Lindsay <kimberly@ccsemail.org>  
**Sent:** Wednesday, October 30, 2019 6:01 PM  
**To:** Darrell Green; Justin Nelson  
**Subject:** [BULK] RE: Document for Signature: Document #159175-2 Morrow County

**STOP and VERIFY - This message came from outside of Morrow County Government.**

---

Hi Darrell,

This looks good to me. The state called a month or so ago and said we would be receiving an increase in this service element. Thank you.

Kimberly

---

**From:** Darrell Green <dgreen@co.morrow.or.us>  
**Sent:** Monday, October 28, 2019 10:28 AM  
**To:** Justin Nelson <jnelson@co.morrow.or.us>; Kimberly Lindsay <kimberly@ccsemail.org>  
**Subject:** FW: Document for Signature: Document #159175-2 Morrow County

**CAUTION:** This email originated from outside of the organization. Please be caution with links or attachments unless you recognize the sender and know the content is safe.

---

Good morning Justin and Kimberly,

I have acknowledge the 'receipt of this communication and attachment(s)' from Larry Biggs. I plan to bring this to the Board of Commissioners on November 6<sup>th</sup>. Would you please review and let me know if you have any questions or concerns about the attached document, by October 31<sup>st</sup>.

Thank you,

Darrell

---

**From:** Briggs Larry O <LARRY.O.BRIGGS@dhsaha.state.or.us>  
**Sent:** Sunday, October 27, 2019 1:01 PM  
**To:** Darrell Green <dgreen@co.morrow.or.us>; Deanne Irving <dirving@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>  
**Cc:** ARMENDARIZ Carmen <Carmen.ARMENDARIZ@dhsaha.state.or.us>; AMHcontract Administrator <AMHcontract.Administrator@dhsaha.state.or.us>  
**Subject:** Document for Signature: Document #159175-2 Morrow County

**STOP and VERIFY - This message came from outside of Morrow County Government.**

---

Greetings!

**First of all, to ensure timely processing of your contract/amendment, please reply to confirm receipt of this communication and attachment(s).**

Next, please complete, sign (where required) and return the following: Entire contact amendment (attached)

The signature block below has my return contact information, so feel free to contact me with any questions. Following your signature and return of these documents, OHA will obtain appropriate counter-signatures and then forward the fully executed document(s) to you for your records.

**Important Notice:** DHS and OHA no longer issue checks for contract services and supplies. To receive payments, contractors must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. Enrolling in EFT is as easy as completing the Direct Deposit Authorization Form found at: [https://aixxweb1p.state.or.us/es\\_xweb/DHSforms/Served/me0189.doc](https://aixxweb1p.state.or.us/es_xweb/DHSforms/Served/me0189.doc).

Only one form is required per contractor, regardless of how many contracts you have with DHS or OHA. If you already have EFT set up for any type of payment, please do not send in another form. If you have questions regarding EFT, contact the EFT Coordinator at (503) 945-5710.

Thank you for your prompt attention and response!

**Larry O. Briggs, OPBC, OCAC**  
Contract Specialist  
DHS/OHA Shared Services, OC&P  
**635 Capitol St NE , STE 350**  
Salem, OR, 97301  
[larry.o.briggs@state.or.us](mailto:larry.o.briggs@state.or.us)  
503-945-6879





In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**SECOND AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,  
AND PROBLEM GAMBLING SERVICES AGREEMENT #159175**

This Second Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Morrow County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C 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. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County 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. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. 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.

**6. Signatures.**

Morrow County

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

**OHA Program:**

Approved by Carmen Armendariz on October 25, 2019; e-mail in contract file.

**ATTACHMENT 1**  
**EXHIBIT C**  
**Financial Pages**

**MODIFICATION INPUT REVIEW REPORT**

MOD#: M0023

CONTRACT#: 159175

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: C.A. DATE CHECKED: 10/1/19

SE#	FUND	PROJ CODE	CFMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2019-2020													
		BASE	NI SCHOOL-BASED MENT										
13	406	NISBMH		7/1/2019 - 6/30/2020	0 /NA	\$0.00	-\$91,666.67	\$0.00	A	1	Y		1
		BASE	NI SCHOOL-BASED MENT										
13	411	NISBMH		7/1/2019 - 6/30/2020	0 /NA	\$0.00	-\$2,750.00	\$0.00	A	1	Y		1
		BASE	NI SCHOOL-BASED MENT										
13	806	NISBMH		7/1/2019 - 6/30/2020	0 /NA	\$0.00	\$203,983.32	\$0.00	A	1	Y		2
					TOTAL FOR SE# 13		\$109,566.65	\$0.00					
		BASE	INVOICE SERVICES										
28	804	INVOIC		7/1/2019 - 6/30/2020	0 /NA	\$0.00	\$146,390.55	\$0.00	C	1	Y		3
					TOTAL FOR SE# 28		\$146,390.55	\$0.00					
					TOTAL FOR 2019-2020		\$255,957.20	\$0.00					
FISCAL YEAR: 2020-2021													
		BASE	NI SCHOOL-BASED MENT										
13	406	NISBMH		7/1/2020 - 12/31/2020	0 /NA	\$0.00	-\$45,833.34	\$0.00	A	1	Y		1
		BASE	NI SCHOOL-BASED MENT										
13	411	NISBMH		7/1/2020 - 12/31/2020	0 /NA	\$0.00	-\$1,375.00	\$0.00	A	1	Y		1
		BASE	NI SCHOOL-BASED MENT										
13	806	NISBMH		7/1/2020 - 12/31/2020	0 /NA	\$0.00	\$101,991.66	\$0.00	A	1	Y		2
					TOTAL FOR SE# 13		\$54,783.32	\$0.00					
		BASE	INVOICE SERVICES										
28	804	INVOIC		7/1/2020 - 12/31/2020	0 /NA	\$0.00	\$73,195.28	\$0.00	C	1	Y		3
					TOTAL FOR SE# 28		\$73,195.28	\$0.00					
					TOTAL FOR 2020-2021		\$127,978.60	\$0.00					
					TOTAL FOR M0023 159175		\$383,935.80	\$0.00					



OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY  
DATE: 10/14/2019

Contract#: 159175  
REF#: 003

REASON FOR FAAA (for information only):

School-Based Mental Health Services (MHS 13) funds are removed and awarded for School-Based Mental Health Services.

Residential Community Mental Health Treatment Services for Adults (MHS 28) funds are awarded for Invoice Services.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0023 1 Special condition #M0000-7 in Base Agreement, regarding "MHS 13" applies.
- M0023 2 These funds are for MHS 13.
- M0023 3 A) These funds are for MHS 28 for Invoice Services from 07/01/2019 to 12/31/2020 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.



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

(For BOC Use)  
 Item #  
 4c ii

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

Presenter at BOC: Darrell Green  
 Department: Administration  
 Short Title of Agenda Item:

Phone Number (Ext):  
 Requested Agenda Date: 11/27/2019

(No acronyms please)

**Amendment to Oregon Health Authority Intergovernmental Agreement  
 159175-3**

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


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

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health Authority**  
 Contractor/Entity Address: **635 Capitol St NE Salem OR 97301**  
 Effective Dates – From: **July 1 2019** Through: **June 30 2021**  
 Total Contract Amount: **\$83,497.21** Budget Line:  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

_____ DATE _____	Department Director	Required for all BOC meetings
 DATE 11/25/19	Administrator	Required for all BOC meetings
<u>J. Nelson email 11-25-19</u> DATE	County Counsel	*Required for all legal documents
<u>K. Knop email 11-25-19</u> DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE _____	Human Resources	*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Amendment #3 to to the Intergovernmental Agreement for the financing of Mental Health, Addiction Treatment, Recovery and Problem Gambling Services Agreement #159175. Non-Residential Community Mental Health Treatment Services for Adults, funds are removed from SE 20 fund 804 and funds are awarded to SE 20 fund 301.

These funds are from OHA and passed through Morrow County to Community Counseling Solutions.

Kimberly Lindsay, Executive Director of Community Counseling Solutions, has reviewed and approved this amendment.

## **2. FISCAL IMPACT:**

no impact

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

Motion to approve and have the Chair sign Amendment, 159175-3

Attach additional background documentation as needed.



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**THIRD AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,  
AND PROBLEM GAMBLING SERVICES AGREEMENT #159175**

This Third Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Morrow County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C 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. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County 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. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. 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.

**6. Signatures.**

**Morrow County**

**By:**

\_\_\_\_\_  
Authorized Signature                  Printed Name                  Title                  Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature                  Printed Name                  Title                  Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature                  Printed Name                  Title                  Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

**OHA Program:**

Approved by Carmen Armendariz on November 4, 2019; e-mail in contract file.

# ATTACHMENT 1

## EXHIBIT C Financial Pages

### MODIFICATION INPUT REVIEW REPORT

MOD#: M0035

CONTRACT#: 159175

CONTRACTOR: MORROW COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAP CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2019-2020													
20	301		CMHS ME BLOCK GRANT	12/1/2019 - 6/30/2020	0 /NA	\$0.00	\$45,031.72	\$0.00	A	1	N		2
20	804		BASE NON-RESIDENTIAL MENT	12/1/2019 - 6/30/2020	0 /NA	\$0.00	-\$45,031.72	\$0.00	A	1	Y		1
TOTAL FOR SE# 20							\$0.00	\$0.00					
TOTAL FOR 2019-2020							\$0.00	\$0.00					
FISCAL YEAR: 2020-2021													
20	301		CMHS ME BLOCK GRANT	7/1/2020 - 12/31/2020	0 /NA	\$0.00	\$36,445.99	\$0.00	A	1	N		2
20	804		BASE NON-RESIDENTIAL MENT	7/1/2020 - 12/31/2020	0 /NA	\$0.00	-\$36,445.99	\$0.00	A	1	Y		1
TOTAL FOR SE# 20							\$0.00	\$0.00					
TOTAL FOR 2020-2021							\$0.00	\$0.00					
TOTAL FOR M0035 159175							\$0.00	\$0.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: MORROW COUNTY  
DATE: 10/25/2019

Contract#: 159175  
REF#: 004

REASON FOR FAAA (for information only):

Non-Residential Community Mental Health Services For Adults (MHS 20) funds are removed from SE 20 fund 804 and funds are awarded to SE 20 fund 301.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0035 1 Special condition #M0000-9 in Base Agreement, regarding "MHS 20" applies.
- M0035 2 A) These funds may only be used in accordance with federal regulations related to Mental Health Block Grant. B) These funds are for MHS 20.

## Darrell Green

---

**From:** Kimberly Lindsay <kimberly@ccsemail.org>  
**Sent:** Friday, November 15, 2019 7:25 AM  
**To:** Darrell Green; Justin Nelson  
**Subject:** [BULK] Re: Document for Signature: Document #159175-3 Morrow County

**STOP and VERIFY - This message came from outside of Morrow County Government.**

---

Thanks Darrell. No concerns. Have a good day.

Get [Outlook for iOS](#)

---

**From:** Darrell Green <dgreen@co.morrow.or.us>  
**Sent:** Friday, November 15, 2019 7:10:35 AM  
**To:** Justin Nelson <jnelson@co.morrow.or.us>; Kimberly Lindsay <kimberly@ccsemail.org>  
**Subject:** FW: Document for Signature: Document #159175-3 Morrow County

**CAUTION:** This email originated from outside of the organization. Please be caution with links or attachments unless you recognize the sender and know the content is safe.

Good morning Justin and Kimberly,

Attached is Amendment three for Document 159175. Would you please review and let me know if you have any questions or concerns.

Thank you,  
Darrell

---

**From:** Briggs Larry O <LARRY.O.BRIGGS@dhsaha.state.or.us>  
**Sent:** Friday, November 8, 2019 7:36 AM  
**To:** Darrell Green <dgreen@co.morrow.or.us>; Deanne Irving <dirving@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>  
**Cc:** ARMENDARIZ Carmen <Carmen.ARMENDARIZ@dhsaha.state.or.us>; AMHcontract Administrator <AMHcontract.Administrator@dhsaha.state.or.us>  
**Subject:** Document for Signature: Document #159175-3 Morrow County

**STOP and VERIFY - This message came from outside of Morrow County Government.**

---

Greetings!

**First of all, to ensure timely processing of your contract/amendment, please reply to confirm receipt of this communication and attachment(s).**



Next, please complete, sign (where required) and return the following: Entire contact amendment (attached)

The signature block below has my return contact information, so feel free to contact me with any questions. Following your signature and return of these documents, OHA will obtain appropriate counter-signatures and then forward the fully executed document(s) to you for your records.

**Important Notice:** DHS and OHA no longer issue checks for contract services and supplies. To receive payments, contractors must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. Enrolling in EFT is as easy as completing the Direct Deposit Authorization Form found at: [https://aixxweb1p.state.or.us/es\\_xweb/DHSforms/Served/me0189.doc](https://aixxweb1p.state.or.us/es_xweb/DHSforms/Served/me0189.doc).

Only one form is required per contractor, regardless of how many contracts you have with DHS or OHA. If you already have EFT set up for any type of payment, please do not send in another form. If you have questions regarding EFT, contact the EFT Coordinator at (503) 945-5710.

Thank you for your prompt attention and response!

**Larry O. Briggs, OPBC, OCAC**  
Contract Specialist  
DHS/OHA Shared Services, OC&P  
**635 Capitol St NE , STE 350**  
Salem, OR, 97301  
[larry.o.briggs@state.or.us](mailto:larry.o.briggs@state.or.us)  
503-945-6879





# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

A public meeting was held on October 30, 2019, with the affected special districts and Morrow County to discuss and finalize the distribution of the Orchard Winds Community Service Fees as part of the SIP Statutes. County Counsel drafted an IGA to be signed by all parties.

## **2. FISCAL IMPACT:**

None

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

Sign IGA

Attach additional background documentation as needed.



ASSESSMENT & TAXATION

P.O. Box 247 • Heppner, Oregon 97836  
(541) 676-5607 FAX: (541) 676-5610

**MIKE GORMAN**  
Assessor/Tax Collector

November 8, 2019

To: Morrow County  
Morrow County Health District  
Umatilla-Morrow Radio & Data District  
Port of Morrow  
Morrow County URD  
Boardman RFD  
Willow Creek Park District

From: Mike Gorman 

**RE: the Intergovernmental Agreement for distribution of the Orchard Winds Strategic Investment Program Community Service Fee**

Enclosed is the Intergovernmental Agreement for distribution of the Orchard Winds Strategic Investment Program Community Service Fee. The IGA reflects what was voted on and passed at the October 30, 2019 public meeting. Also attached are the minutes from that public meeting. Please sign on your district's signature place and return to me before Friday, December 20, 2019. If you have any questions or concerns, please feel free to contact me.

**Morrow County Board of Commissioners Meeting Minutes**  
**October 30, 2019**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present**

Chair Jim Doherty  
Commissioner Melissa Lindsay  
Commissioner Don Russell  
Darrell Green, Administrator  
Mike Gorman, Assessor/Tax Collector  
Justin Nelson, County Counsel  
Roberta Lutchter, Executive Assistant

**Special District Representatives**

Jerry Healy, Port of Morrow  
Bob Houser, Morrow County Health District  
Linda LaRue, Morrow County Unified  
Recreation District  
Skip Matthews, Willow Creek Park District

**Orchard Wind Project**  
**Strategic Investment Program Agreement**  
**Community Service Fee Distribution**

**Call to Order:** 1:35 p.m.

Discussion took place to determine if a quorum was present. Commissioner Russell contacted Marc Rogelstad, Chief of the Boardman Rural Fire Protection District. Chief Rogelstad asked Commissioner Russell to vote in his absence. Commissioner Russell removed himself from the dais and sat in the audience to represent the Boardman Rural Fire Protection District.

Mike Gorman, Assessor/Tax Collector, presented background information. He said the County entered into a SIP agreement with Orchard Windfarms on August 28, 2019. The 50 megawatt, 16 tower project will be between Butter Creek and Bombing Range Road, north of Highway 207. Included in the agreement is a Community Service Fee (CSF) to affected districts within the project area. Those six districts include:

1. Boardman Rural Fire Protection District
2. Morrow County Health District
3. Morrow County Unified Recreation District
4. Port of Morrow
5. Umatilla-Morrow Radio District
6. Willow Creek Park District

Mr. Gorman reviewed the table he prepared to show the estimated CSF to each district. He said past SIP agreements were calculated using the same method – dividing the dollar amount by each district's tax rate to determine the CSF.

Chair Doherty said the County opted not to take its share of the CSF in the last few SIP agreements. He asked if a vote was needed to confirm that.

Mr. Gorman replied that intention could be reflected in the way a special district representative frames the motion.

*Ms. LaRue moved to distribute the Community Service Fee by percentage of tax rate and exclude the County from receiving any, specifying the CSF will be given to the six special districts using the tax rate for special districts, since the County negotiated monies outside of this. Mr. Houser seconded. Discussion. Vote: Unanimous approval.*

Mr. Gorman asked that each special district hold a meeting very soon to solidify today's action with a resolution.

**Adjourned:** 1:50 p.m.

INTERGOVERNMENTAL AGREEMENT FOR  
STRATEGIC INVESTMENT PROGRAM (SIP) DISTRIBUTION  
OF COMMUNITY SERVICE FEE UNDER ORS 285C.609(6)/285C.623(6)

The governments of Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Boardman Rural Fire Protection District, Willow Creek Park District, and Morrow County Unified Recreation District (collectively “the parties”) do hereby enter into this INTERGOVERNMENTAL AGREEMENT for the purpose of distribution, amongst the parties specified below, 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) 285C.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, in order to attract and retain long-term investment and employment in exchange for limitations on the taxable assessment of property.
- WHEREAS, the Oregon Economic and Community Development Commission approved the Strategic Investment Program between Morrow County and Orchard Windfarm 1, LLC, Orchard Windfarm 2, LLC, Orchard Windfarm 3, LLC., and Orchard Windfarm 4, LLC collectively known as the Orchard Wind Project (the “Zone”).
- Whereas, Orchard Windfarm 1, LLC., Orchard Windfarm 2, LLC, Orchard Windfarm 3, L.C, and Orchard Windfarm 4, LLC, et. al., (the “Firm”) has entered into an agreement to receive SIP tax treatment with submitted necessary commitments to the county under ORS 285C.609(4)(a).
- WHEREAS, pursuant to the agreement with the Firm and requirements for the Zone, the Firm will make the fee payment to the county in each of 15 years subject to SIP tax treatment in an amount equal to twenty-five percent (25%) 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 \$500,000, consistent with ORS 285C.609.
- WHEREAS, the fee payment is not considered as payment in lieu of taxes.

- WHEREAS, under ORS 285C.609 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 seventy-five percent (75%) or more of all such districts' property tax authority where the SIP-assessed property is located. As well as the government of any city if the project is located within its corporate limits.
- WHEREAS, the location of the proposed SIP project is currently proposed in the following local taxing districts listed under ORS 198.010 or 198.180 have permanent or local option rate authority to levy ad valorem taxes on real and personal property within those areas: Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Boardman Rural Fire Protection District, Willow Creek Park District, and Morrow County Unified Recreation District.

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

1. DISTRIBUTION AND DISBURSEMENT

- 1.1 Within thirty (30) days of collecting the fee payment from the firm, the county shall disburse a portion of each year's collected amount to all specified parties as computed under this section.
- 1.2 Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Boardman Rural Fire Protection District, Willow Creek Park District, and Morrow County Unified Recreation District have agreed to a distribution as follows:
  - 1.2.1: Morrow County has waived their share of the community service distribution.
  - 1.2.2: After completion of the project, if it is determined that certain taxing districts are no longer in the project location; those taxing districts will be removed from this agreement and shall not receive funds from the community service fee.
  - 1.2.3: The community service fee shall be divided on a pro rata basis based on the tax rate existing at the time of the distribution among the voting members.



2. REPORTING AND ADMINISTRATION

- 2.1 With each disbursement the county shall provide to the party a statement showing the fee payment, the shares distributed to each party and the property tax rates used for the computations under Section 1, above.
- 2.2 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.
- 2.3 The county shall notify all parties if the firm fails to make the fee payment, which may be done once with 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

- 3.1 This agreement shall be effective upon the date of its final execution by signature of all parties and may be signed in counterparts, or on the date of determination by the Oregon Economic and Community Development Commission that the firm's project property shall receive SIP tax treatment, whichever occurs later.
- 3.2 The agreement shall expire on June 30 of the tax year at the conclusion of the 15-year period under ORS 307.123(1)(b).

Accepting for Morrow County

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Morrow County Health District:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Port of Morrow

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Boardman Rural Fire District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Willow Creek Park District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepting for Umatilla-Morrow Radio & Data District

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepting for Morrow County Unified Recreational District**

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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

(For BOC Use)
Item #
4e

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

Presenter at BOC: Greg Close/Kirsti Cason
Department: MC Parks
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-989-9500
Requested Agenda Date:

Annual OHV Training Area Property Use Agreement with OSU

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

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

Reviewed By:
[Signature] 11/19/19 DATE Department Director Required for all BOC meetings
[Signature] 11/25/19 DATE Administrator Required for all BOC meetings
R. Tovey email 11-19-19 DATE County Counsel \*Required for all legal documents
K. Knop email 11-19-19 DATE Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
DATE \*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

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

Annual agreement with Oregon ATV Safety Youth Rider Endorsement Program (Oregon State University) for use of training area at the OHV Park for youth safety evaluations at the OHV Park.

Has been ongoing annual renewal since 2014.

**2. FISCAL IMPACT:**

none

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

Motion to approve agreement and sign

Return document to public works to obtain OSU signatures

with understanding once completed to provide completed document for recording purposes

Attach additional background documentation as needed.



Oregon ATV Safety, 3800, SW Airport Way, Bldg. #4, Redmond, OR, 97756,  
Tel :( Shelly 541.516.0936 | Dave White 541-516-0935)

11/14/19

Morrow County Public Works Dept.  
ATTN: Morrow County Parks  
PO Box 428.  
Lexington, OR 97839  
541-989-8214  
mcparks@co.morrow.or.us

Dear Kirsti,

On behalf of the Oregon ATV Safety Youth Rider Endorsement Program, please accept my thanks and gratitude for the use of your property this past year. It will soon be time to renew Property Use License Agreements for 2020.

The Certificate of Insurance that we have from you is current until July 1, 2020. At that time we will need a copy of the new COI.

The COI from OSU is still in effect until July 1, 2020. I will send you a copy of Oregon State University's new COI when I receive it.

I am attaching a copy of the 2020 Property Use License Agreement. Please note that there are new requirements on insurance (Exhibit A; Item 3).

Please sign, date, and list your title on the Property Use License, and return it to me.

Thank you again for your support.

*Shelly Creach*

Shelly Creach  
3800 SW Airport Way, Bldg. #4  
Redmond, OR 97756  
[Shelly.creach@oregonstate.edu](mailto:Shelly.creach@oregonstate.edu)

PROPERTY USE LICENSE

THIS LICENSE is entered into by and between OREGON STATE UNIVERSITY, hereinafter called UNIVERSITY, and, Morrow County Parks, hereinafter called LICENSOR.

WITNESSETH:

WHEREAS, UNIVERSITY has need of the following property to conduct Oregon ATV Safety Youth Rider Endorsement classes; and

WHEREAS, LICENSOR has property available and is willing to let UNIVERSITY use it;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree to the following conditions:

1. LICENSOR will provide the following property located at Morrow County OHV, 71000 E. Morphine Lane, Heppner, OR 97836. ("Property").
2. LICENSOR is willing to allow UNIVERSITY to use the Property without charging a fee for the usage.
3. UNIVERSITY may use the Property for conducting and supervising ATV Safety Youth Rider Endorsement classes and related business. Any other use is subject to LICENSOR's prior written approval.
4. The period of performance under this LICENSE shall commence on January 1, 2020 and terminate on December 31, 2020.

The terms on Exhibit A are made a part of this LICENSE.

IN WITNESS WHEREOF, the parties hereto have executed this LICENSE.

LICENSOR:  
Morrow County Public Works Dept.  
ATTN: Morrow County Parks  
PO Box 428.  
Lexington, OR 97839  
541-989-8214  
mcparks@co.morrow.or.us

UNIVERSITY:  
OREGON STATE UNIVERSITY

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: Morrow County Commissioner - Chair

\_\_\_\_\_  
By: Nicole Neuschwander Date \_\_\_\_\_  
Its: Director of Leasing and Strategic Real Property  
Management

## Exhibit A

### STANDARD TERMS AND CONDITIONS

1. RELATIONSHIPS - UNIVERSITY and LICENSOR intend that their relationship at all times and for all purposes under this LICENSE be independent. Neither party is to be considered an agent or employee of the other party for any purpose.

2. EXCUSE FOR NONPERFORMANCE - Neither party shall be held in default for delay or failure to perform caused by unforeseeable events which are beyond the control of the party and which are substantially of the following nature: labor disputes, acts of God, fire, flood, legal acts of public entities, or unusually long delays by public carriers.

3. INSURANCE - UNIVERSITY is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the limits and conditions of the Oregon Tort Claims Act (ORS 30.260 - 30.300). A certificate of insurance will be provided upon request. UNIVERSITY does not waive the right of subrogation.

LICENSOR shall secure at its own expense and keep in effect during the term of this LICENSE, general liability insurance, including contractual liability and completed operations, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. This insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon, with an AM Best rating of no less than A-VII. A Certificate of Insurance will be provided to UNIVERSITY.

4. INDEMNITY - Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, UNIVERSITY agrees to be responsible for damage or third party liability which may arise from its use of the Property, to the extent liability arises out of the negligence of the UNIVERSITY, its officers, board members divisions, agents and employees. UNIVERSITY shall not be required to indemnify or defend LICENSOR for liability arising out of the negligent acts of LICENSOR, its officers, contractors, employees or agents.

LICENSOR shall indemnify, defend, and hold harmless the UNIVERSITY, including its officers, board members divisions, agents and employees, from all claims, suits, or actions of any nature resulting from the negligent acts of the LICENSOR, its officers, contractors, employees or agents under this LICENSE.

5. OBSERVANCE OF LAWS AND REGULATIONS - LICENSOR agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this LICENSE.

6. TERMINATION - This LICENSE may be terminated immediately by mutual consent of both parties or by either party upon thirty (30) days prior written notice. This LICENSE may be terminated for default by either party upon ten (10) days written notice.

7. GOVERNING LAW - This LICENSE shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be filed in the Circuit Court for Morrow County, Oregon.

8. THIS LICENSE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS LICENSE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.





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

(For BOC Use)
Item #
4f

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

Presenter at BOC: Mike Gorman
Department: Assessment & Tax Office
Short Title of Agenda Item: (No acronyms please) 2 Applications for refund of overpayment of taxes to CoreLogic Tax Service
Phone Number (Ext): 5416765607
Requested Agenda Date: 12/4/2019

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

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

Reviewed By:
Mike Gorman Department Director Required for all BOC meetings
[Signature] DATE 12/25/19 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Double payments in excess of \$2500 were made by Mid-Columbia Title Company and CoreLogic Tax Service on 2 accounts. CoreLogic has requested funds be returned to them. Per county policy, refunds larger than \$2500 must be approved by County Commissioners.

## 2. FISCAL IMPACT:

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

Please approve and sign the attached applications for refund.

Attach additional background documentation as needed.

**APPLICATION FOR REFUND  
MORROW COUNTY, OREGON**

No. 19-47  
Tax Year 2019-20  
Acct. # 11982

*Refund to :*

CoreLogic  
Centralized Refunds  
PO Box 9202  
Coppell, TX 75019-9760

*Owner & Tax Payer:*

Erika Lynn Lasater  
Mid-Columiba Title Company  
Corelogic

Receipt # 259072, 260179

Date paid 11/1/2019, 11/14/2019

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
3,369.09	6,637.11	-101.07	6,536.04	3,369.09	-101.07	3,268.02	0.00	0.00	3,268.02	0.00	3,268.02

Reason: Double payment by title company & tax service

Approved: \_\_\_\_\_ 2019

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

  
\_\_\_\_\_  
Michael Gorman, Tax Collector

Date 11-25-19

**APPLICATION FOR REFUND  
MORROW COUNTY, OREGON**

**No. 19-51  
Tax Year 2019-20  
Acct. # 11913**

Refund to:

Corelogic  
Centralized Refunds  
Po Box 9202  
Coppell, TX 75019-9760

Property owner & Tax Payer:

Ivan & Vanessa Sandoval  
  
Mid-Columbia Title Company  
Corelogic

Receipt # 258598, 260179

Date paid 10/25/2019, 11/14/2019

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
4,586.41	9,035.23	-137.59	8,897.64	4,586.41	-137.59	4,448.82	0.00	0.00	4,448.82	0.00	4,448.82

Reason: double payment

Approved: \_\_\_\_\_

2019

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

  
\_\_\_\_\_  
Michael Gorman, Tax Collector

\_\_\_\_\_  
Commissioner

Date 11-25-19

\_\_\_\_\_  
Commissioner



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

(For BOC Use)
Item #
5a

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

Presenter at BOC: Safety Committee Members
Department: Safety Committee
Short Title of Agenda Item:

Phone Number (Ext): 541-676-5620
Requested Agenda Date: 11-27-19

(No acronyms please) Safety Committee Bi-Annual Update

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

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

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Karmen Carlson 11/12/19 Human Resources \*If appropriate

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

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

Safety Committee Update of past and future projects.

## **2. FISCAL IMPACT:**

None

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

None

Attach additional background documentation as needed.

# SAFETY COMMITTEE PRESENTATION

- 1) Safety Committee members
  - a) Chair - Bob Gates – Road
  - b) Secretary – Ivy Adams – MCSO
  - c) Sheree Smith – Health Dept.
  - d) Secretary - Sherry Wright – Juvenile
  - e) Erik Patton – MCSO
  - f) Eric Imes – Road Dept.
  - g) Ex officio - Karmen Carlson – Human Resources
  - h) Ex officio – Tony Clement – General Maintenance
- 2) Monthly Meetings
  - a) Discuss employee safety concerns
  - b) Discuss employee safety suggestions
  - c) Discuss county incidents / accidents
  - d) Manage Building Inspections
  - e) Discuss mitigating at risk safety situations
    - i) “Stranded” safety packs
    - ii) slips trips and falls
    - iii) falling ice
    - iv) Etc., etc.
- 3) Budget
  - a) Annual budget supported by SAIF dividends
    - i) Current budget balance: \$22,972.51
  - b) Budget Expenditures
    - i) First aid/CPR/AED training
    - ii) First aid kits
    - iii) Safety Data Sheet digital system
    - iv) Personal Protective Equipment (PPE)
      - (1) Headlamps
      - (2) Safety glasses
      - (3) Puncture proof gloves
      - (4) Ice trekkers
      - (5) Custom fit earplugs
      - (6) Batteries for smoke, CO2 detectors, AED’s
      - (7) Etc., etc.



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

(For BOC Use)
Item #
56

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

Staff Contact: Sheree Smith
Department: Health
Short Title of Agenda Item:

Phone Number (Ext): 5212
Requested Agenda Date: 11/20/19

Request to Advertise for Part Time 0.6 FTE RN

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates -- From: Through:
Total Contract Amount: Budget Line: 101-114-5-10-1008
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Sheree Smith 11/12/19 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson County Counsel \*Required for all legal documents
Kate Knop 11-25-19 Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

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

This was previously a full time 1 FTE RN position which included 2 days per week working within the schools, 2.5 days

Providing Health Education including serving as the Tobacco Prevention Education Program (TPEP) Coordinator

and providing .5 days per week as clinic back up. The first of three RNs serving in this position since Feb 2017 transferred into a Home Visiting position in Jan 2018. The second RN to serve in this position was hired Feb 2018 and subsequently departed 6 mos later in Aug 2018. The position was then vacant for 3 ½ months before the third RN was hired Nov 2018, and resigning in May 2019 due to three different family members with significant health issues. As a side note, that RN immediately began a private Nursing position working the night shift to free up daytime hours to assist the ill family members, but shared with my staff that she is earning the same wage in 2 days of work that she was making working full time for the County. The position has remained vacant since May with minimal response from applicants (1) that was not well suited to the position for a variety of reasons. Although two other local RNs expressed interest, both identified salary as a factor and neither submitted an application. The position remains vacant at this time in spite of various methods of outreach utilized in an effort to generate interest. I am wondering if there may be an RN currently residing locally that would prefer a part time vs a full time position and would like the option to advertise the vacancy as a part time, 0.6 FTE position. However, I would like to reserve the option to hire for the Full Time RN Position should a qualified RN apply (assuming we have not created and filled a stand-alone .5 FTE TPEP Position) and the option of applying for TPEP Funds at a Tier 1 level is still available.

---

## 2. FISCAL IMPACT:

Decrease in FTE and related cost.

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

Please approve request to try advertising for a Part Time RN, with option to fill current Full Time vacancy if appropriate RN candidate applies.

Attach additional background documentation as needed.

# FTE Ask Executive Summary

# Morrow County Oregon

A. Position Description & Dept. Public Health Dept.  
 (Attach Job Description)

Pay Scale and Pay Range RN - 16 A

B. What is the TOTAL cost to Morrow County?

**CHART OF ANNUAL EXPENSES PER FTE**

	<u>WAGES</u>	<u>BENEFITS</u>	<u>MATERIALS &amp; SERVICE COSTS</u>	<u>CAPITAL EXPENSE</u>	<u>TOTAL COST</u>
<u>CURRENT COST</u>	<u>\$56,112</u>	<u>\$43,949.08</u>	<u>N/A</u>	<u>N/A</u>	<u>\$100,061.08</u>
<u>PROJECTED COST</u>	<u>\$33,671.04</u>	<u>\$26,566.59</u>	<u>N/A</u>	<u>N/A</u>	<u>\$60,237.63</u>
<u>DIFFERENCE</u>	<u>\$22,440.96</u> <u>Less</u>	<u>\$17,382.49</u> <u>Less</u>			<u>\$39,823.45 Less</u>

c. FTE History for the last three (3) years. (Example: FY 16/17 5.25 FTE)

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	<u>13.40 FTE (Including 1.40 Contracted)</u>	<u>13 FTE (Including .75 Contracted)</u>	<u>11.40 FTE (Including .75 Contracted)</u>

**Personnel Services History for the last three (3) years.**  
 (Example: FY 16/17 \$264,707; FY 15/16 \$244,544; FY14/15 \$235,602)

<u>YEAR</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>FTE</u>	<u>\$887,373</u>	<u>\$911,451</u>	<u>\$970,037</u>

D. How will this position be funded? Grants \_\_\_\_\_ Fees \_\_\_\_\_ General Fund  X  Other  X   
If other, Please explain:

This was previously a full time 1 FTE RN position which included 2 days per week working within the schools, 2.5 days Providing Health Education including serving as the Tobacco Prevention Education Program (TPEP) Coordinator and providing .5 days per week as clinic back up. The first of three RNs serving in this position since Feb 2017 transferred into a Home Visiting position in Jan 2018. The second RN to serve in this position was hired Feb 2018 and subsequently departed 6 mos later in Aug 2018. The position was then vacant for 3 ½ months before the third RN was hired Nov 2018, and resigning in May 2019 due to three different family members with significant health issues. As a side note, that RN immediately began a private Nursing position working the night shift to free up daytime hours to assist the ill family members, but shared with my staff that she is earning the same wage in 2 days of work that she was making working full time for the County. The position has remained vacant since May with minimal response from applicants (1) that was not well suited to the position for a variety of reasons. Although two other local RNs expressed interest, both identified salary as a factor and neither submitted an application. The position remains vacant at this time in spite of various methods of outreach utilized in an effort to generate interest. I am wondering if there may be an RN currently residing locally that would prefer a part time vs a full time position and would like the option to advertise the vacancy as a part time, 0.6 FTE position. However, I would like to reserve the option to hire for the Full Time RN Position should a qualified RN apply (assuming we have not created and filled a stand-alone .5 FTE TPEP Position) and the option of applying for TPEP Funds at a Tier 1 level is still available.

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E. Where will the position be located physically? Is there space for them?

This position would ideally be based out of the Heppner office where there is currently designated office space which was previously dedicated to this position. However, this position could also be based out of the Boardman office if that would be a better fit for the applicant.

---

F. Quantify what has occurred in your department to request an FTE?

This FTE request represents a current vacancy I have had since May 2019 and been unable to fill. This request actually represents a decrease in total FTE compared with the previous FY 2018/19. As noted above, we have had this vacancy since May 2019 with very minimal response. During this timeframe there were changes to the TPEP Program Funding offered at a Response, Tier I, Tier II or Tier III based on the Annual Plan and activities identified. To apply for the Tier I level, the FTE requirement for TPEP increased to a minimum of .5 FTE. Since the vacancy of this position previously tasked to this program remained vacant at the time of program plan submission, I felt forced to seek the lowest level of participation for "Response"

Only to address complaints related to Indoor Clean Air Act – Tobacco violations due to a lack of capacity to Provide any higher level of support for this program. This resulted in a reduction of f TPEP Program funding (although OHA assured Morrow County that should we be able to hire for the vacancy and thus assign a Minimum of 0.5 FTE to TPEP we could apply for the Tier I level of funds). The inability to hire for the RN Full Time FTE position has resulted in this request to reduce the RN FTE offered to 0.6 FTE Part Time position.

**G. What is the benefit to Morrow County? And the citizens of Morrow County?**

The benefit to Morrow County Health Dept is to pursue the hiring of a Part Time RN to fulfill the commitment the Health Dept has made to Morrow County Schools in collaboration with braided funding from other community partners for Nursing hours provided within the schools as part of the CARE program and this level of FTE will also allow for one day per week dedicated to clinic duties.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Notification of interview team for the Community Development Director Position:

Jim Doherty - Commissioner

Darrell Green - County Administrator

Matt Scrivner - Public Works Director

Karmen Carlson - Human Resources Director

Tentative date for interviews set at December 13th, 2019

## 2. FISCAL IMPACT:

n/a

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

To create the interview team for the Community Development Director consisting of; Jim Doherty, Darrell Green, Matt Scrivner, Karmen Carlson.

Attach additional background documentation as needed.



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

(For BOC Use)
Item #
5e

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

Presenter at BOC: Matt Scrivner
Department: Public Works / Road
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 1-541-989-9500
Requested Agenda Date: 11/27/2019

Acceptance of Contract for NextEra Energy Resources Wheatridge
road improvements

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10-15 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Steve Lindley Contracting, Inc.
Contractor/Entity Address: P.O. Box 862 Union, Oregon 97883
Effective Dates - From: November 29th 2019 Through: March 31st 2020
Total Contract Amount: \$ 437,200 Budget Line: To be determined
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 11/21/19 Department Director Required for all BOC meetings
[Signature] 11/25/19 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County and NextEra Energy entered into a road use agreement for a project on October 2nd. In the road use agreement there is an Exhibit C that is to include all needed improvements to the county road system. Morrow County Public Works, Anderson Perry and associates, DK Consulting and NextEra have reviewed the needed improvements and said improvements were published for bid on November 4th with a closing date of November 21st. Attached you will find a bid tabulation form with bids submitted. After reviewing bids it is recommended by Public Works and Anderson Perry and associates that Steve Lindley Contracting, Inc. be awarded the contract in the amount of \$ 437,200.00.

The bids closed on Thursday November 21st, Intent to award was issued on Thursday the 21st after review of the bids. The seven day protest period will expire on Thursday November 28th. It is recommended to award and approve the contract pending no changes and no protest and make the document available for signature by the contractor on Friday November 29th. If any changes to the contract or there is a protest the contract will be reviewed and brought back to the BOC for discussion and approval.

## 2. FISCAL IMPACT:

Public Works and Finance will be working to get a budget resolution for both income and expenses for the project. This project is funded by NextEra along with a 10% administration fee as agreed upon in the road agreement on page four.

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

Motion to approve contract for NextEra road improvement project to Steve Lindley Contracting, Inc in the amount of \$ 437,200.00 pending no changes or protests. Signature and acceptance will be for Friday November 29th. Final executed contract will be presented in the consent calendar at a future BOC meeting.

Attach additional background documentation as needed.



ANDERSON PERRY & ASSOCIATES, INC.  
P.O. BOX 1107  
LA GRANDE, OREGON 97850

BID TABULATION  
Morrow County, Oregon  
Nextera Energy Resources -  
Wheatridge Road Improvements - 2019

BID OPENING  
November 21, 2019  
2:00 p.m. Local Time

BIDDER	BID	First-Tier Form? (Y or N)			
CRESTLINE CONSTRUCTION	675,225 <sup>00</sup>	No			
TAPANI INC.	468,375 <sup>00</sup>	No	SUBMITTED 2:14		
STEVE LINDLEY CONSTRUCTION	437,200 <sup>00</sup>	No	SUBMITTED 2:10		
ALEX HOOGE CONSTRUCTION	499,350 <sup>00</sup>	YES			
LJH CONSTRUCTION	513,575 <sup>00</sup>	YES			
Engineer's Estimate	\$ 589,490 <sup>00</sup>				

**NOTE: Bid information is preliminary and is under review.**

**NOTICE OF INTENT TO AWARD CONTRACT**

TO: **All Bidders for the Project Listed Below**

DATE OF NOTICE: **November 21, 2019**

PROJECT NAME: **Morrow County, Oregon  
Nextera Energy Resources - Wheatridge Road Improvements - 2019**

NOTICE IS HEREBY GIVEN that **Morrow County, Oregon** (Owner) intends to award the above-described Contract to the following apparent low Bidder:

STEVE LINDLEY CONTRACTING, INC.

(Name of Bidder)

PO Box 862

(Street or P.O. Box)

UNION, OR 97883

(City and State)

NOTICE IS FURTHER GIVEN that any protest of the Owner's Notice of Intent to Award Contract must be filed with Morrow County, Oregon, P.O. Box 428 / 365 West Highway 74, Lexington, Oregon 97839 on or before seven calendar days from the date of this Notice. Protests must be in writing stating the basis of the protest in detail as provided by Oregon Law and be physically received at the above address on or before said date.

If no protest is filed on or prior to said date, the Owner will thereafter award the above described Contract to the Bidder named above by issuance of a Notice of Award of Contract to said Bidder.

Dated this 21st day of November, 2019.

**Morrow County, Oregon**

By 

Matt Scrivner, Public Works Director

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- Contractor's Completion Certificate
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## **AGREEMENT**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between **Morrow County, Oregon** ("Owner") and \_\_\_\_\_ ("Contractor"). Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work for this Contract involves various road improvements to County roads, including intersection widening at eight intersections, construction of 31 roadway approaches, reconstruction of approximately 2,900 linear feet of Strawberry East Road, installation of approximately 1,500 feet of 18-inch culvert, 300 feet of 24-inch culvert, and 75 feet of 72-inch culvert. The Work includes, but is not limited to, traffic control, erosion control, earthwork, aggregate base and asphalt concrete paving, and other Work specified and/or shown on the Drawings.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Nextera Energy Resources - Wheatridge Road Improvements - 2019

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by and Drawings prepared by dk Engineering. Technical Specifications and Contract Documents have been prepared by Anderson Perry & Associates, Inc.

3.02 The Owner has retained Anderson Perry & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before December 31, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before January 15, 2020.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

#### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid Form, Article 5 - Bid Schedule, attached hereto as Exhibit A.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall process Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage).
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due shall bear interest at an annual rate equal to three (3) times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after receipt of the Engineer-approved Application for Payment from the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date. The annual rate of interest shall not exceed 30 percent.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 of 7 to 7 of 7, inclusive).
  - 2. Exhibit A: Contractor's Bid Form, Article 5 - Bid Schedule (page 3).
  - 3. Exhibit B: Addenda (*if applicable*) (\_\_\_ to \_\_\_, inclusive)
  - 4. Performance Bond (not attached but incorporated by reference).
  - 5. Payment Bond (not attached but incorporated by reference).
  - 6. Certificate of Insurance (not attached but incorporated by reference).
  - 7. General Conditions (not attached but incorporated by reference).
  - 8. Supplementary Conditions (pages 1 of 16 to 16 of 16, inclusive) (not attached but incorporated by reference).
  - 9. Wage Requirements (not attached but incorporated by reference).
  - 10. Specifications as listed in the table of contents of the Contract Documents (not attached but incorporated by reference).
  - 11. Drawings (not attached but incorporated by reference) consisting of Drawings G1.00 (Page 1) to G6.01 (Page 16) inclusive.
  - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed
    - b. Applications for Payment
    - c. Requests for Interpretation
    - d. Field Orders
    - e. Work Change Directives



- f. Change Orders
  - g. Contractor's Notice of Substantial Completion
  - h. Certificate of Substantial Completion
  - i. Contractor's Completion Certification
  - j. Notice of Acceptability of Work
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. Counterparts will be provided to Owner, Contractor, and Engineer.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

**OWNER: Morrow County, Oregon**

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

P.O. Box 428 / 365 West Highway 74

\_\_\_\_\_

Lexington, Oregon 97839

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**Exhibit A**  
**Contractor's Bid Form, Article 5 - Bid Schedule**

**Exhibit B**  
**Addenda *(if issued)***

## **CONTRACT FORMS**

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NOTICE OF AWARD

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Date of Issuance:

Owner: **Morrow County, Oregon**

Engineer: **Anderson Perry & Associates, Inc.**

Project: **Nextera Energy Resources - Wheatridge Road Improvements - 2019**

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [ \_\_\_\_\_ ] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

---

*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: \$ \_\_\_\_\_

You must comply with the following conditions within 15 days of the date you receive this Notice of Award.

**1. Notice of Award**

Acknowledge acceptance of the Project award in the space provided on this Notice of Award form. Be sure to include the date, as well as the signature and title of the person signing the Award form. **Return all 3 copies to the Engineer.**

**2. Agreement Between Owner and Contractor**

Date and sign all **3** copies of the attached Agreement form. **Return all 3 copies** to the Engineer.

**3. Payment and Performance Bonds**

Provide the Construction Performance and Payment Bonds. Enclosed are **3** copies of the Payment Bond and **3** copies of the Performance Bond forms. Include an appropriate Power of Attorney which is properly dated with each of the bonds. **Additionally, note that the date shown on the Payment and Performance Bonds must be on or after the date shown on the Agreement.** The date on the Power of Attorney should be the same as shown on the Bond. These Payment and Performance Bond forms must be used, and no others will be accepted. Return **3** completed copies to the Engineer.

**4. Certificate of Insurance**

Complete the enclosed Certificate of Insurance form. The enclosed Certificate of Insurance form is the only acceptable form to be used for this project. Standard ACORD forms from the insurance company will be required to be attached to this form. Be sure to include Worker's Compensation certificates. Return all **3** copies to the Engineer.

**5. Statutory Public Works Bond**

The Contractor and applicable Subcontractors must file a Public Works Bond with the Construction Contractor's Board in accordance with Oregon Laws 2005, Chapter 360, Section 2. Verification that this bond has been filed by the Contractor must be submitted to the Engineer.

**6. Other requirements**

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Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 20 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement and Contract Documents.

Morrow County, Oregon

(OWNER)

By:

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

---

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Copy to Owner



## PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

**Morrow County**  
**P.O. Box 428 / 365 West Highway 74**  
**Lexington, Oregon 97839**

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): **Morrow County, Oregon - Nextera Energy Resources - Wheatridge Road Improvements - 2019**

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed

by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

**Morrow County**  
**P.O. Box 428 / 365 West Highway 74**  
**Lexington, Oregon 97839**

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): **Morrow County, Oregon - Nextera Energy Resources - Wheatridge Road Improvements - 2019**

### BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
(seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
(seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
  8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

**CERTIFICATE OF INSURANCE**

Owner: **Morrow County, Oregon**

Contractor:

Engineer: **Anderson Perry & Associates, Inc.**

Project: **Nextera Energy Resources - Wheatridge Road Improvements - 2019**

The Name and Address of Insurers on this Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor certifies that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract.

Attached to this Certificate are the following:

- Standard ACORD Form
- Listing of Additional Insureds
- Statutory Public Works Bond Verification
- Other: \_\_\_\_\_

All policies contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to Contractor. Within 3 days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

\_\_\_\_\_  
Name of Insurance Company(s)

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature of Authorized Insurance Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

**NOTICE TO PROCEED**

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Owner: **Morrow County, Oregon**

Contractor:

Engineer: **Anderson Perry & Associates, Inc.**

Project: **Nextera Energy Resources - Wheatridge Road Improvements - 2019**

Effective Date of Contract:

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**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [\_\_\_\_\_, 20\_\_].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_.

Before starting any Work at the Site, Contractor must comply with the following:

The Contractor is required to return **3** signed copies of this Notice to Proceed to the Engineer within 10 days of the issue date.

---

Owner: **Morrow County, Oregon**

Authorized Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Accepted:

Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer



## ROAD USE AND MAINTENANCE AGREEMENT

THIS ROAD USE AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into as of this 2nd day of October, 2019 ("**Effective Date**") by and between Morrow County, whose address for purposes of this Agreement is 100 S. Court St., Heppner, Oregon, 97836 ("**County**") and Wheatridge Wind Energy, a Delaware limited liability company, whose address for purposes of this Agreement is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Wind Operator**").

### **RECITALS**

WHEREAS, Wind Operator is developing a commercial wind turbine electrical generation facility ("**Project**") on sites located in Morrow County, Oregon, as described in **Exhibit A**, (Overall map including turbines, haul routes, access permits, utility permits, O&M building and etc.) with approximately 120 wind turbine generators and an expected total nameplate capacity of approximately 300 megawatts ("**MW**"); and

WHEREAS, Wind Operator intends to obtain the necessary approvals to build, operate and maintain the Project; and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County and as shown on **Exhibit B** (Map to include all wind turbine delivery routes, construction routes and other roads used during construction of projects) attached hereto (collectively, the "**Roads**"), over which it will be necessary for Wind Operator and Wind Operator's Representative(s) to, among other things: (i) transport heavy equipment and materials which may be in excess of local design limits of certain Roads, (ii) transport locally sourced materials, such as concrete and gravel, on the Roads; (iii) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, cattle guards, road shoulders and other fixtures) to permit such equipment and materials to pass; and (iv) place overhead and underground electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Roads; and

WHEREAS, Wind Operator and the County wish to set forth their understanding and agreement relating to the use of Roads during the construction and operation of the Project; and

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

### **TERMS AND CONDITIONS**

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

a. Designate a company representative with authority to represent Wind Operator. At any time the Wind Operator Designee is changed, Wind Operator shall notify County within 24

a. Designate a company representative with authority to represent Wind Operator. At any time the Wind Operator Designee is changed, Wind Operator shall notify County within 24 hours, informing County of new Designee name, physical and mailing addresses, email address, and contact phone number. As of the date of the Agreement, the company representative is David Lawlor;

b. At least ninety (90) days prior to beginning construction of the Project, provide the County with a site plan identifying turbine locations, site access points, and road crossings, to be attached as **Exhibit A**, along with the transportation route for the Project including routes for heavy haul, construction materials, supplies and other construction traffic attached as **Exhibit B**, subject to amendment and approval from Morrow County Public Works Director, County Administrator or designee of County;

c. At least ninety (90) days prior to beginning construction of the Project, provide the County with all design and engineering specifications for Road improvements required for the Project, as attached as **Exhibit C**, subject to amendment and approval from Morrow County Public Works Director, County Administrator or designee of County, which design and engineering specifications shall be consistent with standards per the Morrow County Transportation System Plan;

d. Erect permanent markers indicating the presence of permitted Cables and install tape in any trench in which Wind Operator has placed or will place permitted Cables in a County right-of-way. All Cables shall comply with county permit requirements as specified in the permit. Cables and any other utilities shall be installed with the least intrusion and placement in County right-of-ways;

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

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

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

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

i. Maintain any Roads then used by Wind Operator as necessary for Wind Operator's use of such Roads, which maintenance shall at all times be in compliance with County standards for general public use, and may include, but are not limited to, snow removal, blading of gravel roads, patching of paved roads, and dust abatement. For purposes of clarity, this Paragraph does not require County to modify its regular repair and maintenance schedule. If Wind Operator determines that maintenance and repair activities in addition to those regularly conducted by County are necessary for Wind Operator's use of the Roads, then such additional maintenance and repair activities shall be performed by Wind Operator at its sole cost and expense pursuant to this subparagraph;

j. Purchase and deliver applicable road materials for repairs to Roads that are damaged by Wind Operator, Wind Operator Representative, Wind Operator contractor, subcontractor, or employee during the hauling of materials and/or construction of the Project and bear the reasonable costs to restore any Roads that are damaged by Wind Operator and/or a Wind Operator Representative during the hauling of materials and/or construction of the Project to the condition enjoyed immediately prior to or better than prior to such damage occurring. It is the intent of this Agreement that the Roads will remain open for public use during construction, and Wind Operator will keep all Roads used by it in conditions approved by Morrow County Public Works Director that allow the continued public use of the Roads. If, despite using commercially reasonable efforts, Wind Operator or Wind Operator Representative is unable to repair damage caused by it within the time frame requested by County to Public Works Director's approval, County may, at its sole discretion, repair such damage and invoice Wind Operator for the cost for such repair. Wind Operator will pay such cost, plus an additional fee of 10% above said cost for County administration. Wind Operator shall reimburse County for the cost of such repairs within thirty (30) days of Wind Operator's receipt of an invoice for such costs. County and Wind Operator agree that this Section is not intended to require County to perform the needed road repairs with reimbursement from Wind Operator on a regular basis. It is the intent of County and Wind Operator that Wind Operator will maintain and repair roads as described in this Agreement, and will only request County assistance if required after exercise of commercially reasonable efforts to repair damage caused by it within the time frame requested by County. Wind Operator will provide a designated person who will be responsible to inspect County's requests for repairs and schedule those repairs within the time frame requested by County of notice by the County Public Works Director or his designated representative; and

k. Cables may cross a road, in which case, these Cables will be bored under the road, buried at a minimum depth of forty-eight (48) inches below the road surface and the crossing shall be restored to its pre-construction condition within forty-eight (48) hours; There will be No open-cut trenching in County roads or right-of-ways unless specifically authorized by the Public Works Director in writing.

l. All roads described in **Exhibit B** identified in the preconstruction inventory must be brought to the current County standard per the Morrow County Transportation System Plan, or to the standard necessary for the use by Wind Operator. Each road will be evaluated during the preconstruction inventory and mutually agreed upon by the County and Wind Operator and be added to **Exhibit C** for said improvements.

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

a. Designate the County Public Works Director as the representative with authority to represent the County. As of the date of the Agreement, the County representative is: Public Works Director, 541-989-9500;

b. Timely review and approve all design and engineering specifications for Road improvements required for the Project, as attached as **Exhibit C**, which design and engineering specifications shall be consistent with standards per the Morrow County Transportation System Plan;

c. Timely complete Wind Operator's requested Road improvements pursuant to the design and engineering specification approved by County and set forth in **Exhibit C**;

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

e. Timely review and approve all Project-related access points and road crossings, which are submitted by Wind Operator in **Exhibit A and B**;

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

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

3. **Costs and Expenses.** Prior to County's commencement of work on Wind Operator's requested Road improvements (**Exhibit C**), County and Wind Operator shall agree upon the costs of such requested Road improvements. Wind Operator will pay such agreed-upon costs, plus an additional fee of 10% above said cost for County administration of said Road improvements. Any changes to the agreed-upon costs caused by modifications to Wind Operator's design and engineering specifications shall, likewise, be agreed upon by the Parties prior to commencement of the relevant work and paid by Wind Operator, plus the administrative fee, as set forth in the aforementioned.

4. **Pre-Construction Inventory.** No later than thirty (30) days prior to construction, the Parties shall jointly perform a survey to record the condition of all Roads which will be used in the transport of equipment, supplies and personnel to the Project. During this survey, the entire length of the Roads shall be videotaped and if deemed necessary by the parties, photographs may also be taken. In addition, the County will provide Wind Operator, if available, with copies of any plans, cross-sections and specifications relevant to the existing

Roads structure. Copies of all pre-construction documentation shall be provided to each of the Parties. Wind Operator will reimburse the County for all costs associated with the Pre-Construction Inventory at a rate of seventy-five dollars (\$75.00) per hour and reimburse the County within forty-five (45) days of invoice date.

5. Post-Construction Inventory. Upon completion of construction of each phase of the Project, representatives of the County and Wind Operator will perform a Post-Construction Inventory, the methods of which shall be similar to those of the Pre-Construction Inventory described above. The two sets of pre-construction and post-construction data will be compared and if there are any wheel lane ruts, cracking or other damage in excess of the original survey, the County and Wind Operator will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. All costs associated with the Post-Construction Inventory repairs shall be borne solely by Wind Operator. The timeframe of completion of said repairs shall be no later than forty-five (45) days after the Project begins commercial operations, and said repairs are to be scheduled as agreed to by the Parties.

6. Routing and Access Approval. As soon as practical after execution of this Agreement and as necessary throughout the construction of the Project, Wind Operator and County shall meet to discuss routing for the transportation of equipment to the Project, Project-related access points, road crossings and Cable locations and the County shall review and approve the same in accordance with Section 2.

7. Agreement Violations. If County determines that a County road or right-of-way has been used by Wind Operator or any designee, employee, or contractor outside of those Roads authorized in **Exhibit B**, the County may, at its sole discretion, choose to terminate this Agreement, add the road or right-of-way to the list in **Exhibit B**, or come to a mutually agreed resolution with Wind Operator.

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

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

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

c. **Required Insurance.** Wind Operator shall upon commencement of construction of the Project and for the period of construction of the Project, maintain in full force and effect commercial general liability insurance, in the aggregate amount equal to Three Million Dollars (\$3,000,000). Wind Operator may utilize any combination of primary and/or excess insurance to satisfy this requirement and may satisfy this requirement under existing insurance policies for the Project.

9. **Miscellaneous**

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

b. **Due Authorization.** Wind Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Wind Operator. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

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

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

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

f. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Wind Operator may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

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

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

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

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

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

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

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


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

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

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

**Wind Operator:**

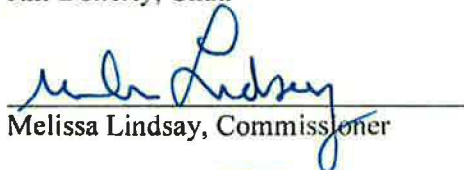
Wheatridge Wind Energy, LLC  
a Delaware limited liability company

By:   
Matthew S. Handel, Vice President

**County:**

  
Jim Doherty, Chair

10-2-19  
Date

  
Melissa Lindsay, Commissioner

10/2/19  
Date <sup>2 Rs per M<sub>2</sub></sup>

  
Don Russell, Commissioner

10-2-19  
Date

Approved as to Form:

By:   
Name: Josh Nelson  
Title: County Attorney <sup>SB # 07460</sup>



**EXHIBIT A**

**Site Plan**

**EXHIBIT B**

**Transportation Route – “Roads”**

**EXHIBIT C**

**Road Improvements**



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

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

On Monday we had a meeting with the ADO ( Airport District Office ) Federal Aviation and our Engineer (Centurywest Engineering) for the scope of the 2020 project for the runway and Taxiway seal coat and REIL (Runway end identifier lights) installation. In the past Morrow County has been successful in using their own County labor and equipment for a big portion of the match/force account for these projects as they require a match from the local agency. We had designed and completed a cost estimate of \$110,000.00 for the pavement marking removal and the minor crack repair along the entire surface of the project done by the County. Along with applying for a COAR ( Critical Oregon Airport Relief ) in the amount of \$91,555.50. Short list should be available in December of the results, with a final approval list in February time frame. Information on our meeting resulted with the ADO not allowing Morrow County or any other small municipal airports to do the match/force account works to supply the project with their match.

Discussion on the project moving forward as to schedule, funding and explanation from FAA as to reason that force account work is no longer an option.

Visiting from Century west Engineering, Tom Headley, Project Manager and Greg Reince, Project Engineer.

**2. FISCAL IMPACT:**

None at this time

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

Discussion

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Attach additional background documentation as needed.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Seattle Airports District Office  
2200 S 216<sup>th</sup> Street  
Des Moines, WA 98198

November 22, 2019

Mr. Matt Scrivner  
Director of Public Works  
Morrow County

365 West Highway 74  
Lexington, OR 97839

Lexington Municipal Airport, Lexington, OR  
Airport Improvement Program (AIP) Project Number 3-41-0034-009  
Airfield Seal Coat & REIL Installation  
Force Account

Dear Mr. Scrivner:

I have reviewed Century West Engineering's scope of work for the subject project, which proposes the inclusion of some force account-reimbursed construction to be performed by the Morrow County Road Department, for specific work items to be determined by the County, the FAA, and Century West. As you know based on our phone conversation this week, we are not inclined to approve the request.

The AIP Handbook does allow for sponsor force account work to be performed on an AIP-funded contract (Order 5100.38D, par. 3-53) provided the sponsor submits the request in writing and gets ADO approval in advance of the grant offer. Any requests must satisfy the requirements laid out in Tables 3-33 through 3-35, including the requirement to demonstrate that the benefits to the Federal government of using force account override the Federal policy of competitive bidding or negotiated contracts.

Federal design standards for airfield construction work can be very stringent, and most sponsors do not have personnel with the experience and qualifications to perform the work. As a result, the Seattle ADO is typically very reluctant to approve any sponsor force account construction work. I understand that the ADO has approved and Morrow County has performed work on several past AIP projects using force account reimbursement, and to be clear, we have no reason to believe that the work in question does not meet standards.

In reviewing force account requests the ADO looks not only to the specific request but also to the impact on other potential similarly situated requests from other sponsors. Most sponsors do not have staff as well-qualified to perform airfield construction work as the firms they propose to replace, nor do we believe the value to the Federal government is typically significant enough to outweigh that risk (if indeed

the financial value is positive at all, as many requests are for an amount that is likely to exceed the low-bid cost of a 3<sup>rd</sup> party contract).

Finally, we have concerns with the structural setup of the quality assurance in a sponsor-performed construction scenario, wherein the inspection and standards-enforcement responsibility will generally fall to a firm that also happens to be employed by the sponsor. Again, we have no specific complaints about the performance of Morrow County or your consultants thus far, but given that the FAA is often unable to perform project inspections or validation of our own, it should be obvious that such a setup is inherently less desirable than one in which the contract is performed by a 3<sup>rd</sup> party and that potential conflict of interest is removed.

We believe the value to the Federal government is best served by competitively bidding this work. This is from a quality assurance standpoint, competition standpoint, and providing opportunity for small and disadvantaged businesses under the Federal DBE Program. Therefore, we are not inclined to approve a force account request for AIP-funded construction on this project.

If you have any questions, please call me at (206) 231-4134.

Sincerely,

**KEVIN E  
LATSCHAW**

Digitally signed by KEVIN E  
LATSCHAW  
Date: 2019.11.22 13:59:40 -08'00'

Kevin Latschaw, P.E.  
Seattle Airports District Office

cc: Sandi Pointer, Morrow County Public Works  
Joelle Briggs, Manager, Seattle ADO  
Randal Anton, Project Manager, Seattle ADO



## **Scope of Work**

### **Engineering Design and Construction Services Lexington Airport Seal Coat & REIL Installation**

**11 November 2019**

#### **GENERAL**

The general scope of the project is to provide engineering design, bidding, and construction management services for the construction of a seal coat of airport pavement and installation of Runway End Identifier Lights (REILs) at the Lexington Airport (9S9). The Airport is owned and operated by Morrow County (OWNER).

The project area encompasses approximately 70,200 SY of seal coat treatment on Runway 8-26, Taxiway A, Taxiway B, Taxiway C, Parallel Taxiway, and Apron. Runway 8-26 was reconstructed in 2011, and Taxiways A, B, C, and the Parallel Taxiway were reconstructed in 2007. The last known maintenance performed near the Apron was an overlay in 2007. The 2017 PCI Study recommends a seal coat of the entire airport surface to extend the useful life of the pavement. The project will also include re-striping the runway to Non-Precision Instrument (NPI) standards and relocating existing guidance signs to 200' from runway centerline to meet Object Free Zone (OFZ) standards per the Airport Layout Plan (ALP) recommendations.

Elements of the project will be constructed by the Morrow County Road Department on a force account basis. The extent of this force account work will be determined through forthcoming coordination with the FAA, OWNER, and Century West. Plans, technical specifications, and bidding documents will be prepared for OWNER use during construction and will be suitable for public bidding should the OWNER elect to break out various work items. The plans and specifications will clearly show work to be done by the OWNER and work to be done by the bidder.

This scope of work details activities and work elements needed to perform design, bidding, construction management, and project closeout services for the work.

The improvements include:

- Minor crack repair of Runway 8-26;



- Minor crack repair of Taxiway A;
- Minor crack repair of Taxiway B;
- Minor crack repair of Taxiway C;
- Minor crack repair of Parallel Taxiway;
- Minor crack repair of Apron;
- Wide crack repair and AC patching (as required) for Runway 8-26, Taxiways A, B, C, Parallel Taxiway, and Apron;
- Seal coat of approximately 70,200 SY of Runway 8-26, Taxiways A, B, C, Parallel Taxiway, and Apron;
- Relocation or disengagement of lighted holding position guidance signs (3 locations) to meet OFZ standards;
- Installation of Runway 8 REIL;
- Installation of Runway 26 REIL;
- Provide trench repair and surface restoration details for electrical trenching over non-paved areas;
- Replace the Constant Current Regulator (CCR), if required;
- Replace the Radio Control Equipment, if required;
- Construct electrical room modifications as needed for the CCR and radio control equipment replacement and associated NEC code updates;
- Upgrade/modify existing power and control, as required; and
- AGIS survey for NAVAID installation of REILs at each runway end.

The seal coat treatment will consist of a slurry seal. FAA Specification P-626 is anticipated to be used.

Minor crack repair is anticipated to consist of routing, cleaning and preparation of small quantities of narrow cracks less than 1 inch. Minor crack repair will also consist of a "burn and seal" treatment of existing cracks, by heating existing crack fill material with a heat lance and "topping off" with additional, new, crack seal material.

Wide crack repair is anticipated to consist of 12"-18" wide pavement removal, centered on wide cracks greater than 1 inch, and repair with new pavement, centered over wide cracks, as necessary.

Pavement dig outs and patching may be needed on a limited basis in order to repair minimal areas of depressions and/or alligator cracking.

No other significant pavement repairs are anticipated, and no drainage work is included in the project.

For the lighting improvements, LED fixtures will be considered for the REILs and lighted hold position guidance signs. The existing constant current regulator and radio control equipment will be evaluated to determine if replacement is necessary.

As cost estimates are refined, the project bid schedule will be prepared as a Base Bid with Additive Alternates, if necessary, so the work to be constructed can be matched with available project funding.

Services to be performed are as follows:

## **PHASE I – DESIGN AND BIDDING SERVICES**

### **TASK 1 – ADMINISTRATION AND COORDINATION**

1. Finalize work scope, schedule, and negotiate contract with the Owner.
2. Provide a detailed scope of work and figures without costs to OWNER for obtaining an independent fee estimate (IFE) by a separate Engineer.
3. Assist OWNER with Record of Negotiations documentation.
4. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the Sponsor, monitoring and reporting technical and budget issues to the Sponsor, preparation of monthly consultant invoices for submittal to the Sponsor. Assume 4 hours per month over a 12-month period for design and construction and 2 hours per month over a 12-month period for AGIS coordination (24 months total).
5. Attend predesign meeting with the OWNER and FAA via telephone conference. The Consultant will provide a conference call-in number, prepare a meeting agenda, and distribute meeting minutes.
6. Coordinate project team and sub-consultants.
7. Provide a project schedule to the OWNER and FAA. Up to 3 revisions are anticipated.
8. Assist OWNER with the submittal of FAA Sponsor Certification forms (up to 6).
9. Assist the OWNER in the administration and reporting for FAA and/or other funding programs and development of overall program costs.

Assume 2 hours per month over a 12-month period.

10. Prepare FAA form 7460 for submittal to FAA. Up to 2 submittals are anticipated.
11. Prepare and submit up to eight (8) FAA Quarterly Performance Reports.
12. Prepare Strategic Event Notification forms for submittal to FAA. Up to 3 submittals are assumed.
13. Conduct in-house quality control for each element of design.
14. Coordinate FAA Reimbursable Agreement for the flight check of the REIL installations.
15. Attend up to two Airport Advisory Board meetings at the Airport during the design of the project to provide Airport personnel and management project updates and status reports. Up to two (2) staff will attend the meeting.

#### Task 1 Summary

Anticipated Schedule: December 2019-December 2021.

#### **TASK 2 – DESIGN SURVEYING**

1. Perform one site visit during the topographic survey. It is anticipated the Project Engineer will perform the site visit.
2. Conduct limited surveying of the airport pavements. The purpose of the survey is to identify existing pavement markings, surface features/structures, building edges, edge lights, and guidance signs so that the existing layout and geometry can be accurately reestablished.

Limited surveying shall include edges of pavement for tapers, radii, runway centerline, taxiway centerlines, and pavement markings. For tangent pavement edges, the survey may be captured on approximately 200 ft intervals. The survey shall note the color and width of all existing pavement markings.

The surveying shall also include physical surface features such as edge

lights, guidance signs (noting legend on each face), catch basins, inlets, trench drains, manholes, valve boxes, vaults, duct bank markers, buildings, and other structures that could be impacted by the project.

The survey shall identify the edges of the electrical building.

3. Conduct a topographic survey as follows:
  - a. For Runway 8 REIL: Conduct a topographic survey to the north and south of the runway edges of pavement for REIL siting. Start at the Runway 8 centerline threshold and extend east 100'. Next, survey north and south of the runway centerline 100'. Next, extend west 150'. Perform a topographic survey of the included area (150' x 200').
  - b. For Runway 26 REIL: Conduct a topographic survey to the north and south of the runway edges of pavement for REIL siting. Start at the Runway 26 centerline threshold and extend west 100'. Next, survey north and south of the runway centerline 100'. Next, extend east 150'.

Perform a topographic survey of the included area (150' x 200').

Survey data for off-pavement areas shall be collected on cross sections at a 50' max interval or a 50' x 50' max grid spacing. Survey data on-pavement areas shall be collected on cross sections at a 25' max interval or a 25' x 25' max grid spacing.

The survey shall tie the Runway 8-26 centerline at each end and identify monuments, if present.

Property line and boundary delineations are not included.

4. Engage the Oregon Utility Notification Center ("one call") to request utility locates within the survey limits. The Surveyor will identify all locates identified in the "one call" request and include in the base map.
5. Surveyor will engage utility locate firm to denote on-airport private utilities, including the existing MIRL system, and existing PAPI system and coordinate on-airport utility locations with the airport. The Surveyor will identify all locates identified and include in the base map. The anticipated utilities include the MIRL system, Runway 8 PAPI system, Runway 26 PAPI system, and homerun to the electrical building. Century West will provide the Surveyor with available record drawings of these utilities.

6. Using the data collected from the topographic survey, develop a digital terrain model of the area surveyed in AutoCAD Civil 3D format.
7. Develop a contour map at a scale of 1"=50' for use in the design. The contour interval shall be 0.5 feet.
8. Establish horizontal (NAD 83) and vertical control (NAVD 88) for the survey work at the airport. Establish one benchmark for elevation control and a minimum of three points for horizontal control.
9. All elevations shall be accurate to 0.04 feet on pavement and 0.10 feet off pavement.

#### Task 2 Summary

Anticipated Schedule: December 2019-January 2020

### **TASK 3 – ENVIRONMENTAL EVALUATION**

FAA environmental staff have indicated that this project will be an undocumented categorical exclusion. As a result, no environmental work is included in this scope of work.

### **TASK 4 – PRELIMINARY DESIGN**

1. Review past mapping, plans, documents and other available information pertaining to the project.
2. A two-day site visit will be performed by the Project Engineer to quantify the approximate quantities of pavement repair to be performed. The quantities will be separated into the various bid items including (but not limited to): small crack repair, wide crack repair, burn-and-seal crack repair, and AC patching.
3. Prepare up to (3) three phasing alternatives for consideration. Conduct a phone conference call with the OWNER to discuss the phasing alternatives.
4. Prepare a preliminary construction phasing and safety plan (CSPP) and recommendations. Safety plan is to be reviewed by the FAA and OWNER. Solicit comments and incorporate into final form for approval by FAA. Final version shall be submitted via the OEAAA portal for approval a minimum of

45 days prior to bid opening.

5. Provide the electrical design for the proposed improvements. Prepare electrical plans, specifications, and details for construction of new items.

Electrical components include:

- Relocation or disengagement of lighted holding position guidance signs (3 locations) to meet OFZ standards;
  - Installation of Runway 8 REIL;
  - Installation of Runway 26 REIL;
  - Provide trench repair and surface restoration details for electrical trenching over non-paved areas;
  - Replace the Constant Current Regulator (CCR), if required;
  - Replace the Radio Control Equipment, if required;
  - Construct electrical room modifications as needed for the CCR and radio control equipment replacement and associated NEC code updates;
  - Upgrade/modify existing power and control, as required; and
6. Coordinate the operation and control settings of the MIRL, PAPIs, and REILs with the owner (e.g., always on, photo-cell control, manual control of various system components, etc.).
  7. Prepare Life Cycle Cost Analysis (LCCA) of incandescent REILs and signs versus LED lights and signs. Make a recommendation regarding the viability of using LED fixtures vs. incandescent fixtures. Include any recommendations in the Design Report.
  8. The Project Manager and Project Engineer will make one site visit and inspection when the project is approximately 75% complete and discuss progress with the OWNER.
  9. Prepare preliminary quantity and construction estimates for the project. Up to 3 preliminary estimates will be made.
  10. Prepare preliminary (90%) plans. The plan set is expected to consist of approximately 23 drawings and will include the following components:
    - Cover Sheet

- Construction phasing/safety/work area plan drawings to be incorporated into the construction plan set based on the recommendations from a previous task
  - Preliminary erosion control plan and details for construction
  - Demolition plan to depict civil and electrical items scheduled for removal
  - Crack sealing and seal coat plans and details for Runway 8-26, Taxiways A, B, C, Parallel Taxiway, and Apron.
  - Pavement marking plan to replace all current pavement markings impacted by the project. This includes remarking the Airport to NPI to match the Airport Layout Plan and so that they conform with current FAA pavement marking standards per AC 150/5340- 1M
  - REIL layout plans
  - Guidance sign plan
  - Electrical room plan
  - One-line diagram
11. Prepare an engineer's design report to the established FAA requirements.
12. Prepare 90% preliminary contract documents (plans, specifications, design report, and cost estimate) for the Project. OWNER will provide contract boilerplate for consultant use in developing bidding documents. At the owner's request, Consultant's standard contract boilerplate will be used.
- It is anticipated that the project bidding documents will be developed as a Base Bid with Additive Alternates, if necessary, so the work to be constructed can be matched with available project funding.
13. Provide up to five (5) sets of 90% preliminary contract documents (plans, specifications, design report, and cost estimate). One hard copy will be sent to the FAA, and one hard copy will be sent to the Owner.
14. Solicit, receive, record and incorporate into the final form of the 90% preliminary contract documents, all comments provided by the OWNER and FAA.

#### Task 4 Summary

Anticipated Schedule: December 2019 through February 2020.

#### Exclusions

Application for an NPDES 1200-C permit is not anticipated to be required, and is not included in this scope of work, since the project will disturb less than one acre of land.

### **TASK 5 – FINAL DESIGN**

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings.
3. Develop final technical specifications using Advisory Circular 150/5370-10(latest edition), Standards for Specifying Construction of Airports.
4. Complete final quantity calculations and prepare a detailed Engineer's estimate of construction costs for the project.
5. Print up to 15 sets of contract documents for OWNER for use during bidding and construction. The Consultant will retain 5 sets of the plans for use during construction.
6. Submit final contract documents (plans, specifications, design report, and cost estimate) to OWNER and FAA for review and approval. One copy will be sent to the OWNER, and one copy will be sent to the FAA.

#### Task 5 Summary

Anticipated Schedule: February 2020 through March 2020

### **TASK 6 – BIDDING SERVICES**

1. Provide an advertisement for public bidding of the project. It is anticipated the bid documents will be distributed via an online distribution center, similar to QuestCDN. Place ads for the project in the Daily Journal of Commerce, and other like publications on the OWNER'S behalf. Advertising costs will be paid by the OWNER.
2. Assist in answering questions from potential bidders during the construction contract bidding process.



3. Prepare addenda as necessary to clarify bid documents. This scope assumes up to two addendums will be prepared and distributed. Any additional addenda will be considered additional work and may require a subsequent agreement.
4. Organize, attend, and conduct a pre-bid conference at the Airport. The Project Manager will attend the meeting.
5. Maintain and coordinate the plan holder's list.
6. Attend the bid opening at the Airport. The Project Manager will attend the bid opening.
7. Prepare bid analysis tabulation, recommendation of award to the FAA, and notice of award to the Contractor.
8. Prepare FAA grant application for OWNER signature and submittal to FAA.

#### Task 6 Summary

Anticipated Schedule: March 2020-April 2020

## **PHASE II – CONSTRUCTION MANAGEMENT, AGIS, AND PROJECT CLOSEOUT SERVICES**

### **GENERAL**

The general scope of the project is to provide construction period services, AGIS Survey for NAVAIDs, and project closeout for the proposed improvements at the Lexington Airport. This work is scheduled to occur during the 2020 construction season.

The improvements include:

- Minor crack repair of Runway 8-26;
- Minor crack repair of Taxiway A;
- Minor crack repair of Taxiway B;
- Minor crack repair of Taxiway C;
- Minor crack repair of Parallel Taxiway;

- Minor crack repair of Apron;
- Wide crack repair and AC patching (as required) for Runway 8-26, Taxiways A, B, C, Parallel Taxiway, and Apron;
- Seal coat of approximately 70,200 SY of Runway 8-26, Taxiways A, B, C, Parallel Taxiway, and Apron;
- Relocation or disengagement of lighted holding position guidance signs (3 locations) to meet OFZ standards;
- Installation of Runway 8 REIL;
- Installation of Runway 26 REIL;
- Provide trench repair and surface restoration details for electrical trenching over non-paved areas;
- Replace the Constant Current Regulator (CCR), if required;
- Replace the Radio Control Equipment, if required;
- Construct electrical room modifications as needed for the CCR and radio control equipment replacement and associated NEC code updates;
- Upgrade/modify existing power and control, as required; and
- AGIS survey for NAVAID installation of REILs at each runway end.

#### **TASK 7 - CONSTRUCTION MANAGEMENT**

1. Coordinate and facilitate the development of the final contract with the Contractor on behalf of the OWNER. Engineer will prepare final contract forms, bond forms and insurance certificates for Contractor and OWNER execution.
2. Carry out project administration during construction including, but not limited to monitoring construction and project schedules, coordination of project with OWNER and FAA, monitoring and reporting technical and budget issues to OWNER and FAA, preparation of monthly Engineer invoices for submittal to OWNER. Activities for this task are assumed to occur over a 5-week period.
3. Organize, conduct and attend a Pre-construction Conference. The Project Manager and Resident Engineer will attend the meeting. Prepare an agenda and meeting notes for the meeting.
4. Prepare and submit weekly inspection reports to the FAA and the OWNER. Five (5) weekly reports are anticipated.

5. Provide on-site observation during the project construction period. On-site activities include observing and reviewing Contractor work for conformance with the contract documents, making field measurements, preparation of inspection reports, photographic documentation, addressing field questions, monitoring construction progress, conducting wage rate interviews, and field verification of construction quantities for pay requests.

Activities related to this task are expected to occur over a 5-week period. Century West will assign a staff member to the site during construction for this task. Part-time on-site inspection at 40 hours per week is assumed, including travel time.

Due to the long lead-time required for procurement of electrical equipment, it is anticipated the work will be completed in two separate phases:

- Phase 1: Pavement maintenance work (pavement marking removal, crack seal, slurry seal, and pavement markings)
- Phase 2: Electrical item installation (guidance signs, REIL units, and electrical room equipment, as needed).

The actual amount of time for on-site observation is dependent on the Contractor's work plan and schedule. The OWNER and Engineer agree to adjust this level of effort if necessary due to a Contractor's schedule that requires more effort than the assumed allowances.

These assumptions form the basis for materials testing on the project. Actual effort may vary depending on how the construction work is phased and executed. Additional testing, if required, will be conducted as extra work under an amendment of this scope if necessary.

6. Answer questions, provide clarifications, and prepare change orders or field orders, as necessary. An allowance of 8 hours per week (over 5 weeks) will be made to accommodate this effort.

OWNER and Engineer recognize that construction is not controlled by the Engineer and that the compensation for services during construction is dependent on the actual construction time expended by the Contractor and issues that arise during construction phase of the work. OWNER and Engineer agree to negotiate additional time for questions and clarifications

should the allowance be expended prior to final completion of the project. Any additional time negotiated will be agreed to in writing by both parties and will be amended to this scope of work.

7. Conduct weekly construction coordination meetings with the Contractor and the OWNER (5 anticipated). The Project Manager and Resident Engineer will attend the meetings. Prepare an agenda and meeting minutes for each meeting.
8. Review submittals and shop drawings.
9. Coordinate required closures and Notice(s) to Airmen ("NOTAM's") with the OWNER, users, and tenants.
10. Prepare and confirm monthly construction payment estimates and submit those estimates to the OWNER. Two monthly pay requests are anticipated.
11. Review OWNER force account documentation and prepare in format for FAA approval. An allowance of 40 man-hours for the Project Manager is made for this effort based on previous experience working with the FAA and force account requirements.
12. Conduct and document periodic wage rate interviews.
13. Conduct an inspection at substantial completion with the OWNER, and Contractor. Prepare punch list as necessary. The Project Manager and Resident Engineer will attend.
14. Conduct a final inspection once all punch list items are complete. One site visit by the Project Manager is allocated.
15. Coordinate the update of Form 5010. Include updated Pavement Classification Number (PCN) to be published.
16. Conduct a warranty inspection approximately 11 months after project final acceptance to address any warranty items to be addressed by the Contractor under the 1-year warranty period. One site visit by the Project Manager is allocated.

### Task 7 Summary



Anticipated Schedule: April 2020-December 2020

## **TASK 8 – PROJECT CLOSEOUT SERVICES**

1. Prepare a final Construction Report in accordance with FAA requirements. Prepare administrative FAA forms, project close out, and sponsor certification forms for submittal to FAA by OWNER.
2. Assist the OWNER with the A-133 annual audit including finding appropriate project files and answering questions, as required.
3. Provide record drawings and as constructed information to OWNER in hardcopy (11"x17") and electronic format (AutoCad and PDF).
4. Update the Airport Layout Plan with "as-constructed" information. Utilize existing CAD drawing supplied by the Owner. Provide hardcopy and CAD copies to OWNER. Three (3) signed copies shall be submitted to FAA for signature.
5. Complete the Annual Uniform DBE Report and submit via online FAA Civil Rights portal.
6. Revise DBE Program and Goal for FY21-FY23, due to FAA Civil Rights staff by August 1, 2020. Tasks include the following:
  - Prepare Draft DBE Plan and goal calculation. 1 hard copy will be mailed to the OWNER for viewing during the 30-day public review period. The Consultant will provide a Notice of Availability to be posted on the OWNER's website during the Public Review period and in the Newspaper of Record. The OWNER will pay the cost for advertising the Notice of Availability in the Newspaper of Record.
  - Engineer will coordinate with minority, women's and general Contractor groups, and community organizations who can share information on the availability of DBEs in the area, per Department of Transportation DBE Program – 49 CFR Part 26. CWEC will coordinate with the Business Oregon (<http://www.oregon4biz.com/How-We-Can-Help/COBID/DBE/>) directory to identify potential interested DBE general Contractor groups in the area. A conference call will be held with a representative from Business Oregon, if available, and interested parties, Engineer, and the

OWNER to discuss the DBE goal calculation and process and request feedback. Comments received will be incorporated in to the Final DBE Plan.

- Prepare Final Draft DBE Plan for FAA review. It is anticipated up to two revisions to the Final Draft will be required incorporating FAA comments.

### **TASK 9 – AGIS SURVEYING (Contingency Task)**

This work is included as a contingency task, pending FAA review of Airport GIS (AGIS) requirements.

The Consultant will conduct an aeronautical survey at Lexington Airport (9S9). The project will be done in compliance with AGIS Advisory Circulars and will include an airport airspace analysis for non-vertically guided operations for existing Runway 8-26 approach surfaces. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the FAA the National Geodetic Survey (NGS).

- AC 150/5300-16A “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.”
- AC 150/5300-18B (Change 1) “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards”

The following project tasks will be completed and were identified using the “Visual NAVAID” Column in AC 150/5300-18B (Change 1), Table 2-1 as a guide.

#### **Task 9.1 – AGIS Project Setup, Plans, and Coordination**

Project planning and coordination with the client and FAA are essential to a successful AGIS survey project. In order to clearly define project roles, responsibilities, and methods, the Consultant will complete the following in accordance with the above ACs:

- Assist the Airport Sponsor with project initiation and setup on the FAA Airport Data and Information Portal (ADIP)
- Develop and submit a Statement of Work (SOW) in coordination with the

Client and FAA ADO

- Develop and submit a Survey and Quality Control Plan
- Coordinate with the Client, FAA, and NGS to ensure that the above documents are approved and followed through the entirety of the project

Deliverables:

1. Initiated AGIS Project on ADIP website
2. AGIS Statement of Work, submitted to FAA AGIS Project Portal
3. Survey and Quality Control Plan, submitted to FAA AGIS Project Portal

**Task 9.2 – Ground Survey**

Ground survey is a core component of an AGIS survey. The consultant will complete an airfield survey using GPS and traditional surveying methods. All survey work will be done in accordance with the above mentioned ACs, the Statement of Work, and Survey and Quality Control Plan.

This task includes the following elements:

- Establish Temporary Control Marks (TCMs) on the Airport.
- Perform, Document, and Report the tie of TCMs to the National Spatial Reference System (NSRS)
- Survey and document both runway ends at the airport. Each runway end will be monumented if not previously performed.
- Survey the positions of NAVAIDs on the Airport
  - PAPIs, APBN
- Survey positions of NAVAID abeam points along runway centerline
  - PAPIs
- Survey all potential airspace obstacles beyond each runway end that are located within the confines of the NVGPS and NVGAS as described in AC 150/5300-18B (Change 1), section 2.7.1.3 (see attached exhibit).
- Provide completed field documentation, checklists and photos detailing field methods as described in AC 150/5300-18B:
  - Six photos will be submitted for each control point, runway end, and NAVAID: (1) Type 1 (close up), (1) Type 2 (eye level), and (4) Type 3 (one from each cardinal direction 10-30 feet from target).
  - Photo files will be named or otherwise noted to describe feature, photo type and direction for later annotating.

Deliverables:

1. Surveyed feature locations as tabular file (CSV, XLSX, or similar) in PNEZD format. All feature coordinates will be in NAD 1983 Oregon State Plane North Zone International Feet (OR83-NIF).
2. Properly notated field photos and completed forms and checklists. Paperwork will be submitted as PDF, photographs will be submitted as JPEG.

**Task 9.3 – GIS Data Development**

The Consultant will provide all survey data in GIS data formats (ESRI Shapefile and ESRI File Geodatabase). The final GIS deliverables will meet the standards set in AC 150/5300-18B.

This task includes the following elements:

- Convert and load all data from ground survey to ESRI FGDB format (18B Schema)
- Populate all required attributes for all FGDB features classes in accordance with 18B
- Upon completion of all data conversion and attribution of all features the FGDB feature classes will be converted to 18B-compliant ESRI Shapefiles for submission to the AGIS Project Portal

Deliverables:

1. Complete and attributed 18B compliant ESRI FGDB
2. Complete and attributed 18B compliant ESRI Shapefiles

**Task 9.4 – Quality Control & Final Data Submission**

The Consultant will complete a comprehensive quality control (QC) process to ensure that all data submitted are complete, accurate and meet the specifications of the ACs, SOW, and project plans. After the successful completion of the QC process the Consultant will submit all data and supporting documentation to the FAA AGIS Project Portal for review and verification by FAA and NGS.

This task includes the following elements:



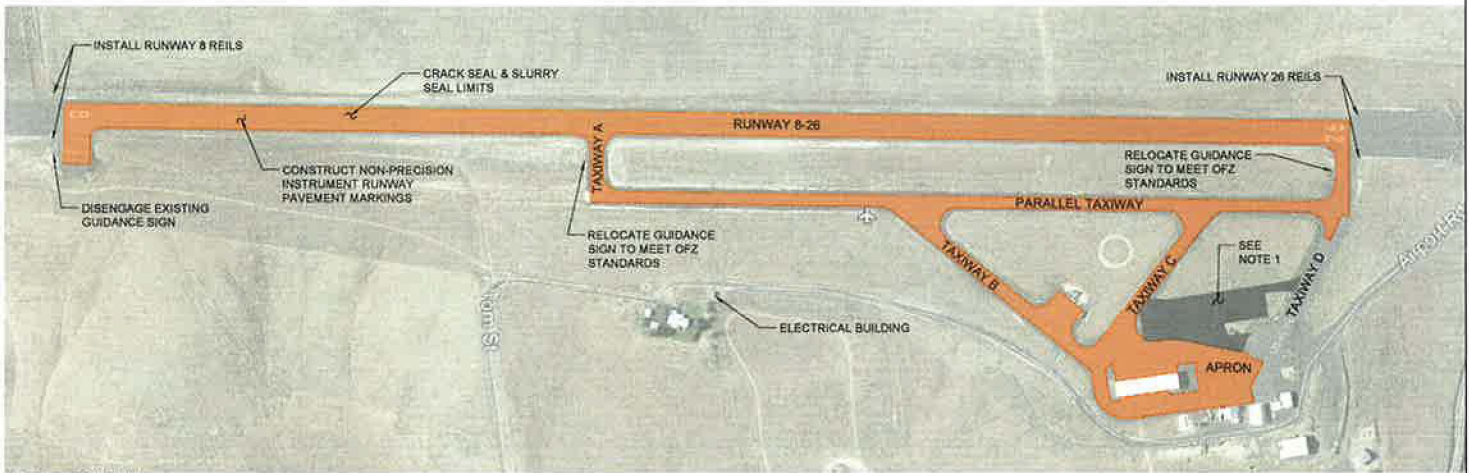
- Ensure all survey forms, checklists, and sketches are included and complete
- Ensure all field photographs are included and annotated
- Ensure all surveyed features were collected according to ACs, SOW, and the Survey and Quality Control Plan
- Ensure all feature attributes are populated with valid values
- Ensure all feature positions are projected to OR83-NIF
- Test 18B shapefile package upload on AGIS Project Portal
- Complete AGIS Survey Deliverables Checklist
- Submit Final Survey Deliverables Package to AGIS Project Portal

Deliverables:

1. Complete AGIS Survey Deliverables Package uploaded to AGIS Project Portal.
2. Monitor status through NGS review process through validation.

Task 9 Summary

Anticipated Schedule: March 2020-December 2021



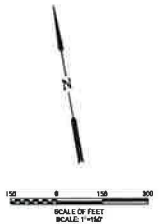
PROJECT OVERVIEW  
SCALE: 1" = 150'

**LEGEND:**

PROPOSED CRACK SEAL AND SLURRY SEAL AREA

**NOTES:**

1. APRON CONSTRUCTION LINE WORK (2018) APPROXIMATED ON AERIAL IMAGE



**CONCEPTUAL DRAWING NOT FOR CONSTRUCTION**

<p><b>VERIFY SCALES</b> BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>APPROV.</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	BY	APPROV.	REVISIONS																<p><b>CENTURY WEST</b> ENGINEERING</p> <p>MEMO OFFICE 1610 SW 88th AVE, PMB 100 MIAMI, FL 33156 (305) 446-1000 WWW.CENTURYWESTENGINEERING.COM</p> <p>DATE: NOVEMBER 2019      PROJECT NO: 180</p>	<p>DESIGNED BY: OJR DRAWN BY: OJR CHECKED BY: JMS SCALE: AS NOTED</p>	<p>MORROW COUNTY LEXINGTON AIRPORT SEAL COAT &amp; REIL INSTALLATION</p> <p>PROJECT OVERVIEW EXHIBIT AIP #3-41-0034-009-2020</p>	<p>DRAWING NO: <b>EX-1</b></p> <p>SHEET NO: <b>1 OF 1</b></p>
		NO.	DATE	BY	APPROV.	REVISIONS																			

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**CENTURY WEST ENGINEERING  
PRELIMINARY CONSTRUCTION COST ESTIMATE**

**MORROW COUNTY**

**LEXINGTON AIRPORT  
2020 - Seal Coat and REIL Installation**

August 24, 2018

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
<b>BASE BID: Seal Coat &amp; REIL Installation</b>					
1	Mobilization	LS	1	\$58,300.00	\$58,300
2	Temporary Flagging Marking and Signing	LS	1	\$10,000.00	\$10,000
3	Construction Staking	LS	1	\$15,000.00	\$15,000
4	Runway 26 REIL	LS	1	\$25,000.00	\$25,000
5	Runway 8 REIL	LS	1	\$25,000.00	\$25,000
6	REIL 600v Conductors (Each Runway End)	LF	300	\$3.00	\$900
7	2" Conduit	LF	300	\$15.00	\$4,500
8	#6 AWG Counterpoise	LF	300	\$4.00	\$1,200
9	Electrical Room Modifications	LS	1	\$5,000.00	\$5,000
10	REIL Aiming	LS	1	\$3,000.00	\$3,000
11	L-867 Base Can	EA	2	\$1,500.00	\$3,000
12	Pavement Marking (First Application)	SF	30,000	\$1.50	\$45,000
13	Pavement Marking (Final Application)	SF	30,000	\$1.50	\$45,000
14	Pavement Marking Removal	SF	10,000	\$2.00	\$20,000
15	Crack Seal (<1")	LF	12,500	\$3.00	\$37,500
16	Crack Seal (>1")	LF	1,250	\$50.00	\$62,500
17	Type 1 Slurry Seal	SY	70,200	\$4.00	\$280,800
Subtotal					\$641,700
Contingency 20%					\$128,340
<b>CONSTRUCTION COST ESTIMATE</b>					<b>\$770,040</b>
Sponsor Administration					\$4,500
Independent Fee Estimate					\$3,000
Engineering - Design					\$139,743
Engineering - Construction					\$100,000
<b>Total Estimated Project Cost</b>					<b>\$1,017,283</b>

# ROAD REPORT NOVEMBER 2019

**POTHOLE PATCHING:** Pothole patching continues as needed around the county.

**WINTER PREPERATIONS:** Our shop and road crew have been busy preparing for the upcoming winter. Sand has been stockpiled under cover at the mill site. Sanders and plows are being mounted to our dump truck fleet. Our deicer truck is ready to go. A load of deicer has been dispatched and will be headed this way shortly.

**FIRST AID / CPR TRAINING:** Our road crew and mechanics attended training for CPR and First Aid. The trainer was thorough and very informative. Remote project locations and extended response times from EMS proved this type of training is a priority.

**CATTLE GUARD REPAIR:** Repairs are being made to cattle guards around the county as needed.

**DITCH WORK AND BANK SLOPING:** We are working on Willow Creek reclaiming ditches and banks. Upon completion, we will build up roadway shoulders and turnouts. There are areas where willow creek has infiltrated shoulders. Rip Rap will be placed in these areas to armor creek banks.

**FALL BLADING:** Our blade operators continue blading our gravel road system. Dry conditions further hinder optimum road grading results.

**ROAD SIGN REPAIR:** Crew members continue making sign repairs around the county as needed.

**IRRIGON SHOP:** The road department has officially vacated the Irrigon property. The building, fuel tank, and all other odds and ends have been removed.

**PERMITS:** Following are the permits approved for the month of November.

<u>252/252a</u>	777	4th Road West	Frank Barquist	Approach		10/21/2019	10/31/2019
<u>254/254a</u>	689	Olson Road	Juan Martinez	Approach		10/29/2019	11/19/2019
<u>255/255a</u>	702	Alpine Lane	Orchard Shared Facilities, LLC	Approach		10/03/2019	11/05/2019
<u>256/256a</u>	702	Alpine Lane	Orchard Shared Facilities, LLC	Approach		10/03/2019	11/05/2019
<u>257/257a</u>	702	Alpine Lane	Orchard Shared Facilities, LLC	Approach		10/03/2019	11/05/2019

Do

Status



# MORROW COUNTY ROAD DEPARTMENT

**HAS WORKED**

**364 DAYS**

**Without a Lost Time Injury**

**134 DAYS**

**Without a Recordable Injury**

**391 DAYS**

**Without a Preventable Accident**



**MORROW COUNTY**  
[Illegible text from a document, possibly a checklist or report]

11/19/2019

Morrow County Board of Commissioners  
PO Box 788  
100 South Court Street  
Heppner, OR 97836

Dear Board of Commissioners:

My name is Bill Jepsen and I was raised on the family farm south of lone and have been a resident of Morrow County for the last 30 years. I am also an avid pilot and keep a Cessna 172 at Lexington. This letter is to encourage the board to approve the building of more hangar space at the airport.

I have been renting hangar 106 for six years now. I was on a waiting list for about a year and fortunately there was an opening which I took. To my knowledge only one of the hangars have changed renters since that time and there is a waiting list of at least four people for a spot to open up. If the County were to build a set of hangars they could be immediately rented to start paying back the cost of construction.

General aviation (small private planes for the most part) has fallen on hard times for over thirty years. I fly weekly and visit a lot of small airports. Most of them are like ghost towns with few planes and little activity. I believe that Lexington has the potential to become an airport with a lot happening. One of the first things needed are more hangars to attract more planes and pilots. The FAA will not grant money for hangars, so that is not an option in the future.

If you build it they will come!

Thank you for considering this opportunity.

Sincerely,

  
William R Jepsen



com