

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 3, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Electronic Meeting Information on Page 2

**AMENDED**

1. **Call to Order and Pledge of Allegiance:** 9:00 a.m.
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
  - a. Accounts Payable and Payroll Payables
  - b. Resolution #R-2020-10 – Authorizing Grant Application to Oregon Parks and Recreation Department (storage building at Cutsforth Park)
  - c. Amended Criminal Justice Commission, Maximizing LPSCC (*Local Public Safety Coordinating Council*) Capacity Program Grant
  - d. Award McNab Lane Overlay Project
  - e. Award Contract for Trucking Services
  - f. Award Bid for Lexington Public Works Sand Shed Building
5. **Business Items**
  - a. Request to Approve Hiring Part-Time Drivers for The Loop (Katie Imes, Coordinator)
6. **Public Hearing on the Approved Budget for Fiscal Year 2020-2021** – Discuss the budget for fiscal year beginning July 1, 2020 as approved by the Morrow County Budget Committee
7. **Business Items, continued**
  - a. Morrow County Government Command Center Update
  - b. Reopening Plan - Phase 2 Opening Request to the Governor
  - c. Courts Reopening/Facility Use (Justin Nelson, District Attorney/County Counsel)
  - d. Public Utilities Commission – Discussion Regarding Petition to Intervene (Justin Nelson)
  - e. LPSCC Coordinator Contract (Justin Nelson)
  - f. Federal Aviation Administration CARES Act Airport Grant Application (Matt Scrivner, Public Works Director)
  - g. Road Department Purchase Pre-Authorization Request – Water Tank & Spray Components (Eric Imes, Assistant Road Master)
  - h. Irrigon Building Update (Darrell Green, Administrator)
8. **Department Reports - Written**
  - a. Administrator’s Monthly Report
  - b. Sheriff’s Office Monthly Report
  - c. Treasurer’s Monthly Report
9. **Correspondence**
10. **Commissioner Reports**
11. **Signing of documents**
12. **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.

### **Electronic Meeting Information**

Morrow County Board of Commissioners is inviting you to a scheduled Zoom meeting. Join Zoom Meeting

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

**PASSWORD: 97836**

Meeting ID: 541-676-2546

#### **Zoom Call-In Numbers for Audio Only:**

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

Meeting ID: 541-676-2546

Find your local number: <https://zoom.us/u/abD3eWKYVW>



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

(For BOC Use)  
 Item #  
 4b

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

Presenter at BOC: 4-Corners Snowmobile Club/MC Parks      Phone Number (Ext): 541-676-5607  
 Department:      Requested Agenda Date: 6/3/2020  
 Short Title of Agenda Item:  
(No acronyms please)      **Resolution #R-2020-10 - Authorizing Completion of Grant Application to Oregon Parks and Recreation Department**

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

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

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:  
 Contractor/Entity Address:  
 Effective Dates – From:      Through:  
 Total Contract Amount:      Budget Line:  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

<u>Matt Scrivner</u> 5/29/2020      Department Director	Required for all BOC meetings
<u></u> DATE      Administrator	Required for all BOC meetings
<u>Richard Tovey</u> 5/29/2020      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):**

The 4-Corners Snowmobile Club, Morrow County Search & Rescue and Morrow County Parks have collaborated to apply for a grant to construct a multi-use building at Cutsforth Park. The grant applications requires a resolution from the County Commission.

**2. FISCAL IMPACT:**

None

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

Please Sign Resolution so we can continue with the grant application

Attach additional background documentation as needed.

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

IN THE MATTER OF THE APPLICATION            )  
FOR THE RECREATION TRAILS PROGRAM        )  
GRANT FROM THE OREGON PARKS AND         )        RESOLUTION NO. R-2020-10  
RECREATION DEPARTMENT FOR THE         )  
CONSTRUCTION OF A SNOW GROOMER         )  
BARN AT CUTSFORTH PARK                    )

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the Recreational Trails Program Grant; and

**WHEREAS**, the Morrow County Parks, in full cooperation with the Four Corners Snowmobile Club, has identified the need to construct an enclosed structure for the storage of the Snow Groomer as well as storage space for Morrow County Parks and Morrow County Sheriff Search and Rescue equipment and tools; and

**WHEREAS**, the Morrow County Parks Department desires to participate in this grant program to the greatest extent possible as a means to shelter the snow groomer, as well as Parks and Search & Rescue equipment and tools, in order to lessen the burden of equipment maintenance labor and expenditures of Morrow County Parks, Morrow County Sheriff Search & Rescue and Four Corners Snowmobile Club; and

**WHEREAS**, Morrow County hereby certifies that the matching share/s for this application is readily available at this time; and

**WHEREAS**, Morrow County will provide adequate funding of on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

**IT IS HEREBY RESOLVED** that the Morrow County Parks Department is authorized to apply for the Recreational Trails Program Grant available from Oregon Parks and Recreation Department to construct a storage building for the purpose of snowmobile trail maintenance, park trail maintenance and safety equipment.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**MORROW COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Melissa Lindsay, Chair

\_\_\_\_\_  
Don Russell, Commissioner

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Jim Doherty, Commissioner



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

(For BOC Use)
Item #
40

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

Presenter at BOC: Justin Nelson/Melissa Lindsay
Department: LPSCC/Morrow County
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5626
Requested Agenda Date: 6/3/2020

Local Public Safety Coordinating Council (LPSCC) Coordinator
Grant- Amended

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: Criminal Justice Commission

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.
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):

The Morrow County Board of Commissioners recently approved the Criminal Justice Commission Maximizing LPSCC Capacity Program Grant. After consultation with LPSCC Coordinator Jessie Rose and the Morrow County team, it was determined that it would be easier to have the grant funds all allocated as Contractual Services vs. funds as a employee that would include equipment, travel, and other reporting requirements.

This amended agreement with the Criminal Justice Division only changes the funding types from personnel/travel/equipment to a single item- Contractual services.

## 2. FISCAL IMPACT:

County would receive \$24,060.10 to be used to contract with a LPSCC Coordinator to serve Morrow County.

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

Motion to approve the Criminal Justice Commission Maximizing LPSCC Capacity Program Grant, and allow the Chair to sign on behalf of the County.

Attach additional background documentation as needed.

CRIMINAL JUSTICE COMMISSION  
MAXIMIZING LPSCC CAPACITY PROGRAM

885 Summer Street NE  
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC” and **Morrow County**, hereinafter referred to as “Grantee”. CJC and Grantee are hereinafter referred to individually without distinction a “Party” and collectively as the “Parties”.

**1. Effective Date; Availability of Grant Funds.** This Agreement shall become effective on the date of April 1, 2020 or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.

**2. Agreement Documents.** This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Insurance**
- Exhibit C: **Federal Terms and Conditions**
- Exhibit D: **Award Identification**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: Exhibit C; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit D.

**3. Grant Funds.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$24,060.10** (“Grant Funds”) for eligible costs described in Section 6 hereof.

**4. Project.** The Grant Funds shall be used solely in accordance with the budget (“Project Budget”) and for the project described in Exhibit A (“Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.c hereof. Grantee shall complete the Project no later than the Project End Date.

**5. Reports.** Grantee shall submit the reports required by this section.

- a. Progress Reports.** Grantee shall submit a report quarterly on its progress in completing the Project. Reports must be in form and substance acceptable to CJC and received by CJC no later than the 25th day of each July and October, commencing July 25, 2020. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC



may adjust this reporting schedule on an as-needed basis upon notice to Grantee as provided in Section 11.f.

**b. Financial Reimbursement Reports.**

i. In order to receive reimbursement, Grantee shall submit to CJC Requests for Reimbursement (“RFR”) that include supporting documentation for all Project costs for which Grantee is seeking reimbursement. Grantee shall submit RFRs no more frequently than monthly. If an RFR is submitted after the 15<sup>th</sup> day of a month, CJC shall treat it as the RFR for the following calendar month. Reimbursements will be withheld if Progress Reports have not timely been submitted or are incomplete.

ii. Reimbursement rates for travel costs shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>. Requests for reimbursement for travel costs must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual costs or authorized rates incurred.

iii. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any. Grantee certifies that it will use equipment purchased with grant funds for criminal justice purposes.

iv. Reimbursements will be made only for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before the Project Start Date or after the Project End Date.

v. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or amounts resulting from the Agreement that results in a debt owed to the Federal Government. CJC may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

**6. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** CJC shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the Grantee’s indirect costs (up to the limit set forth in the Project Budget) and reasonable and necessary costs (up to the limit set forth in the Project Budget) incurred by Grantee’s subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for costs incurred by Grantee prior to the Project Start Date or after the Project End Date. Subject to satisfaction of the conditions precedent set forth below and the other terms and conditions hereof, CJC will disburse Grant Funds to the Grantee as reimbursement for eligible Project costs satisfactorily documented in an RFR, within 30 days of CJC’s approval of the RFR .

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Grantee has provided to CJC a RFR in accordance with Section 5.b.i. hereof.

**c. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement or the Project End Date.

**7. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the execution and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation, bylaws, or any other organizational documents of Grantee, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub agreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

**e. Registration with the System for Award Management ("SAM").** Grantee has registered with SAM (available through <http://www.ojp.usdoj.gov/funding/sam.htm>) and has provided its Data Universal Numbering System number ("DUNS") to CJC.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **8. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations, and the requirements of 2 CFR Part 200, Subpart F. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon ("Secretary"), the United States Department of Justice Office of Special Programs, Bureau of Justice Assistance ("USDOJ"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit

questions at the end of the six-year period, Grantee shall retain the books, documents, papers and records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

**d. Audits.** If Grantee expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single audit conducted in accordance with the 2 CFR Part 200, Subpart F. Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements. Records must be available for review or audit by appropriate officials as provided in Section 8.a herein.

**e. Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F, are unallowable. If Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the Grant Funds.

## **9. Grantee Sub agreements and Procurements**

**a. Sub agreements.** Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, “sub agreements”) for performance of the Project only with the prior written consent of CJC.

**i.** All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

**ii.** Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

**b. Sub agreement indemnity.** Each sub agreement shall require the other party to such sub agreement, if that party is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee’s sub agreement or any of such party’s officers, employees, agents, or sub grantees or subcontractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising

solely from the negligent or willful acts or omissions of CJC, be indemnified by the other party to Grantee's sub agreement from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's subgrantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subgrantee, subcontractor or contractor is prohibited from defending State, that Grantee's subgrantee, subcontractor or contractor is not adequately defending State's interests, that an important governmental principle is at issue, or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's subgrantee, subcontractor or contractor if State elects to assume its own defense.

**c. Procurements.**

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. All sole-source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole-source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to CJC.

**10. Default and Remedies**

**a. Grantee Default** Grantee shall be in default under this Agreement if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement.

**b. Remedies of CJC.** If Grantee's default remains uncured 30 days after written notice thereof to Grantee, CJC may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to CJC to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including but not limited to the following remedies and actions:

- i. Terminating all further disbursements of Grant Funds.
- ii. Demanding repayment of all or a portion of the Grant moneys previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.
- iii. Declaring Grantee ineligible to receive future awards from CJC.
- iv. Applying amounts otherwise due to Grantee from the State of Oregon to payment of the amounts due under this Agreement, as provided by Oregon law.
- v. Terminating this Agreement in accordance with Section 10A below.

#### **10A. Termination.**

**a. Termination by CJC.** CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice if:

- i. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- iii. The Project would not produce results commensurate with the further expenditure of funds;
- iv. CJC determines, in its sole discretion, to end funding for the Project.
- v. Grantee is in default under this Agreement and such default remains uncured at the end of the cure period specified in Section 10.b above.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

**c.** Upon termination of this Agreement under subsection 10A, CJC may end all further disbursements of Grant Funds, but Grantee shall not be required to repay to CJC any Grant Funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement, unless the termination is pursuant to Section 10A.a.v.

## **11. General Provisions**

**a. Indemnity.** TO THE EXTENT PERMITTED BY ARTICLE XI, SECTION 10 OF THE OREGON CONSTITUTION, GRANTEE *SHALL INDEMNIFY AND DEFEND STATE AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.*

State shall reasonably cooperate in good faith, at Grantee's expense, in the defense of a covered claim. Grantee shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Grantee. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State, its officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and at its own expense at any time State determines important governmental interests are at stake. State agrees to promptly provide Grantee with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Grantee may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments; budget changes.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget that do not increase the total amount of the Project Budget. The proposed changes to the Project Budget will be effective without a written Amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.f.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by certified mail, postage prepaid, shall be deemed to be given five days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt is expressly acknowledged in writing by the receiving party.

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether



sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**h. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit C. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**i. Insurance; Workers' Compensation.** Grantee shall obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement. In addition, all employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

**j. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

**l. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings,

agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Approved by Grantee**

By: \_\_\_\_\_ Date: June 3, 2020  
Signature of Grantee \_\_\_\_\_ Date

Melissa Lindsay, Chair, Morrow County Board of Commissioners  
Name/Title \_\_\_\_\_

 \_\_\_\_\_

 \_\_\_\_\_

**Criminal Justice Commission**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Schmidt, Executive Director \_\_\_\_\_ Date

**Legal Sufficiency**

By: Approved for Legal Sufficiency by AAG Sam Zeigler by email dated April 30, 2020

CJC Grant Administrator  
Ian Davidson  
885 Summer St. NE  
Salem, OR 97301-2524  
503-378-6374  
ian.davidson@oregon.gov

Grantee Contact  
Dan Robbins  
205 NE 3<sup>rd</sup>  
Irrigon, OR 97844  
[Dan.I.robbsins@cc.doc.state.or.us](mailto:Dan.I.robbsins@cc.doc.state.or.us)  
503-314-5222

## EXHIBIT A

### Project Description and Budget

The goal of the Criminal Justice Commission's Maximizing LPSCC Capacity Program, as part of the *Justice Reinvestment Initiative: Maximizing State Reforms Grant Program 2016*, is to financially support and train professional coordinators for six (6) Local Public Safety Coordinating Councils (LPSCCs). The professional coordinators will provide analytical and administrative support, facilitate county-level collaboration, and assist LPSCC membership in identifying and addressing local public safety challenges, goals and planning needs.

Project Start Date: April 1, 2020

Project End Date: September 30, 2020

GRANT #: JRIF-20-04

CFDA #: 16.827

PROGRAM CONTACT: Dan Robbins

FISCAL CONTACT: Kenneth W. Matlack

EMAIL: [dan.l.robbins@cc.doc.state.or.us](mailto:dan.l.robbins@cc.doc.state.or.us)

EMAIL: [kmatlack@co.morrow.or.us](mailto:kmatlack@co.morrow.or.us)

TELEPHONE: 541-314-5222

TELEPHONE: 541-314-5201

#### BUDGET SUMMARY:

	Grant Funds Awarded
Contractual	\$24,060.10
Total	\$24,060.10

## EXHIBIT B

### Insurance Requirements

Grantee shall obtain at Grantee's expense the insurance specified below and shall maintain it in full force and at its own expense until the earlier of termination of this Agreement or full and complete performance of all of Grantee's obligations under this Agreement; provided, however, that the insurance shall be further maintained as necessary to comply with any extended reporting period or tail coverage requirements. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State of Oregon and that are acceptable to CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### TYPES AND AMOUNTS.

##### i. COMMERCIAL GENERAL LIABILITY.

Required by CJC    Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis with a combined single limit of liability per occurrence not less than the highest limit of liability for a local government under the Oregon Tort Claims Act.

##### ii. AUTOMOBILE LIABILITY INSURANCE

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be written on an occurrence form basis with a combined single limit of liability per occurrence not less than the highest limit of liability for a local government under the Oregon Tort Claims Act.

**ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include CJC, its officers, employees and agents as Additional Insureds but only with respect to the Grantee's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**CERTIFICATE(S) OF INSURANCE.** Grantee shall obtain and submit to CJC certificate(s) of insurance for all required insurance before the Grantee performs under this Agreement. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

The Grantee shall immediately notify the CJC of any change in insurance coverage.

## EXHIBIT C

### Federal Terms and Conditions

- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- II. No Supplanting. The Grantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal aid, would be made available for law enforcement activities.
- III. Compliance with Applicable Law. The Grantee shall comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and CJC in the performance of this Agreement. Without limiting the generality of the foregoing, Grantee shall comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by CJC, including but not limited to:
  - A. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment Regulations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 54, Title IX Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
  - B. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  - C. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
  - D. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.).
  - E. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
  - F. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
  - G. Clean Air Act, 42 USC 7401 et seq.
  - H. Clean Water Act, 33 USC 1368 et seq.
  - I. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
  - J. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
  - K. Endangered Species Act of 1973, 16 USC 1531 et seq.
  - L. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.

- M. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
- N. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
- O. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
- P. Indian Self-Determination Act, 25 USC 450f.
- Q. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
- R. Animal Welfare Act of 1970, 7 USC 2131 et seq.
- S. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
- T. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
- U. 28 CFR Part 46 and all USDOJ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

IV. Standard Assurances and Certifications Regarding Lobbying.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The CJC will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. Certification of Non-discrimination.

The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination

under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. Grantee shall comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Title VI the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42, Subparts C, D, E, G, and I, and pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

**In accordance with Federal civil rights laws, the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.**

In the event that a Federal or State court or administrative agency, such as BOLI, makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to CJC. CJC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The addresses for CJC and OCR are as follows:

Oregon Criminal Justice Commission  
885 Summer Street, NE  
Salem, Oregon 97301

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531

## VI. Systems Requirements.

- A. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Office of Justice Programs (OJP) requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov.gsp\\_grantcondition](http://www.it.ojp.gov.gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and



appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- B. Any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.
- C. Grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- D. To avoid duplicating existing networks or information technology systems in any initiatives funded by OJP, Bureau of Justice Assistance (BJA) for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed information technology system.

VII. Services to Limited-English-Proficient (LEP) Persons.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, the CJC and grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

- VIII. Equal Employment Opportunity Plan (EEOP). The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the DJCS, if it has received a single award of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide an EEOP Certification Form to

the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at:  
<http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>:

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements. **The grantee must complete the EEOP certification and submit the Certification or the EEOP document (as applicable) within 60 days of contract execution.**

IX. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

A. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. New construction;
2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
3. A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

B. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

X.. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Establishing a drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The Grantee's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - C. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).
  - D. Notifying the employee that, as a condition of employment under the award, the employee will:
    - 1. Abide by the terms of the statement; and
    - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
  - E. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
  - F. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
    - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
    - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
  - G. Making a good faith effort to continue to maintain a drug-free workplace.
- XI. No Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," Grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.

**Exhibit D**  
**Sub-Award Information**

1. Federal Award Identification: Maximizing LPSCC Capacity Program
2. Grantee Name (must match the name associated with 3 below): Morrow County
3. Grantee's unique entity identifier (i.e. DUNS number): Click here to enter text.
4. Federal Award Identification Number (FAIN): N/A
5. Federal Award Date: 10/01/2016
6. Period of Performance Start & End Date: From 10/01/2016 to 9/30/2020
7. Total Amount of Federal Funds Obligated by this Agreement:
  - A. Total Amount of Federal Award: \$7,400,000.00  
Federal award project description: Justice Reinvestment: Maximizing State Reform  
Name of Federal awarding agency: Bureau of Justice Assistance  
Contact information for awarding official: Karol V. Mason – Assistant Attorney General  
Indirect cost rate: 10% de minimus
    - i.a. CFDA Number and Name: 16.827 – Justice Reinvestment Initiative
    - i.b. Amount:
8. Total Amount of Federal Funds Obligated to Grantee:
9. Is Award R&D?       Yes                       No



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

(For BOC Use)  
 Item #  
 4d

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

Staff Contact: Matt Scrivner  
 Department: Public Works - Road Department  
 Short Title of Agenda Item: **Award McNab Lane Overlay -**  
 (No acronyms please)

Phone Number (Ext): 541-989-9500  
 Requested Agenda Date: 06/03/2020

**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 checked="" type="checkbox"/> Other <b>Award</b>

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Interstate Concrete & Asphalt Company dba American Rock Products**  
 Contractor/Entity Address: **PO Box 398, Pendleton, OR 97801**  
 Effective Dates – From: \_\_\_\_\_ Through: \_\_\_\_\_  
 Total Contract Amount: **775,550.00**      Budget Line: **202.220.5.20.3440.**  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

Matt Scrivner    5-28    Department Head      Required for all BOC meetings  
DATE

[Signature]    6/1/20    Admin. Officer/BOC Office    Required for all BOC meetings  
DATE

\_\_\_\_\_    \_\_\_\_\_    County Counsel      \*Required for all legal documents  
DATE

K. Knop    6-1    Finance Office      \*Required for all contracts; other  
DATE      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):**

On April 17, 2019 the Fund Exchange agreement was signed for putting an overlay on McNab Lane this will be for a 5.6 miles stretch of roadway that qualifies under the Fund Exchange agreement criteria. Bid advertisement was 05.05.2020 and at the time of bid opening on May 21, 2020 two bids had been received.

Interstate Concrete & Asphalt Company dba American Rock Products in the amount \$775,550.00  
Granite Construction in the amount \$914,825.00

Fund Exchange provides an opportunity for local cities and counties to ex- change their Federal STBG dollars for State Highway Fund dollars. ... Agencies may request funds on eligible projects through a reimbursement process. This amount this year is in the amount of \$307,160.04 This will help a lot in getting this project completed.

## **2. FISCAL IMPACT:**

468,389.96 Will be out Asphalt GL code of 202.220.5.20.2504 and remaining 307,160.04.  
202.220.5.20.3440.

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

Motion to accept the award to Interstate Concrete & Asphalt Company dba American Rock Products.

Attach additional background documentation as needed.



# PUBLIC WORKS DEPARTMENT

*Airport    General Maintenance    Road Department    Parks    Waste Management*

365 W. Highway 74  
 P.O. Box 428  
 Lexington, OR. 97839  
 Phone: (541) 989-9500  
 Fax: (541) 989-8352

Matt Scrivner  
 Director

Eric Imes  
 Asst. Road Master

Sandi Pointer  
 Management Asst.

Kirsti Cason  
 Administrative Asst.

## McNab Lane Overlay – 2:15pm on May 21, 2020

Est \$ 8091,000-

Sealed Bids for the described Project will be received by Matt Scrivner, Public Works Director, or his authorized representative, at Morrow County Public Works, P.O. Box 428/365 West Highway 74, Lexington, Oregon 97839, until **2:15 p.m.**, local time, **May 21, 2020**, at which time the Bids received will be publicly opened and read.

**Contractor, name and address**

**Bid amount \$**

	<b>Contractor, name and address</b>	<b>Bid amount \$</b>
#1	Interstate Concrete America Rock Prod.	\$ 775,550.00
#2	Granite Construction-	\$ 914825.00

**ADVERTISEMENT FOR BIDS  
MORROW COUNTY, OREGON  
MCNAB LANE OVERLAY - 2020**

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

**Morrow County, Oregon**, invites Bids for the construction of **McNab Lane Overlay - 2020**. Work for this Project consists primarily of an asphalt overlay of approximately 5.6 miles of McNab Lane from Highway 74 to Upper Four Mile Road. Some areas may require localized pavement repairs prior to overlay. Asphalt overlay will include adding a 2-inch asphalt concrete pavement (ACP) overlay for the complete Project length, localized pavement repair as needed, along with associated Work to complete the Project. The Project includes approximately 9,700 tons of ACP.

Sealed Bids for the described Project will be received by Matt Scrivner, Public Works Director, or his authorized representative, at Morrow County Public Works, P.O. Box 428/365 West Highway 74, Lexington, Oregon 97839, until 2:15 p.m., local time, May 21, 2020, at which time the Bids received will be publicly opened and read.

The Contract is subject to the applicable provisions of Oregon Revised Statutes (ORS) 279C.800 through ORS 279C.870, the Oregon Prevailing Wage Law.

The Issuing Office for the Bidding Documents is: Anderson Perry & Associates, Inc., 1901 N. Fir Street, La Grande, Oregon 97850, Andy Lindsey, P.E., 541-963-8309, [alindsey@andersonperry.com](mailto:alindsey@andersonperry.com).

Bidding Documents are available at <http://www.andersonperry.com> under the **Bid Docs** link. The digital Bidding Documents may be downloaded for a non-refundable payment of \$25.00 by inputting QuestCDN eBidDoc Number 7062880 on the website. Assistance with free QuestCDN membership registration, document downloading, and working with the digital Project information may be obtained at QuestCDN.com, at 952-233-1632, or via e-mail at [info@questcdn.com](mailto:info@questcdn.com). The Bidding Documents will be available for download after **May 6, 2020**. No paper sets will be provided for bidding purposes.

The Owner is an equal opportunity employer. Minority and women-owned businesses are encouraged to bid. Minority and women-owned businesses should indicate they are a minority on the Planholders List.

Owner: **Morrow County, Oregon**  
By: **Matt Scrivner**  
Title: **Public Works Director**  
Date: **May 6, 2020**

+ + END OF ADVERTISEMENT FOR BIDS + +



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## NOTICE OF AWARD

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Date of Issuance: **May 29, 2020**

Owner: **Morrow County, Oregon**

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

Project: **McNab Lane Overlay - 2020**

Bidder: **Interstate Concrete and Asphalt dba American Rock Products**

Bidder's Address: **P.O. Box 398, Pendleton, Oregon 97801**

### TO BIDDER:

You are notified that Owner has accepted your Bid dated May 21, 2020, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the total bid price.

The Contract Price of the awarded Contract is: \$775,550.00

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.

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)

**Matt Scrivner**

(NAME)

**Public Works Director**

(TITLE)

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### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

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

Copy to Owner



**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)**

Staff Contact: Matt Scrivner  
 Department: Public Works - Road Dept.  
 Short Title of Agenda Item: (No acronyms please) **Award Trucking Contract for Public Works - Road Dept.**

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

**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 checked="" type="checkbox"/> Other <b>Award</b>

N/A      Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Andy Ashbeck Trucking LLC**

Contractor/Entity Address: **69425 Little Buttercreek Rd, Echo, OR 97826**

Effective Dates – From: \_\_\_\_\_ Through: \_\_\_\_\_

Total Contract Amount: **Fee Schedule**      Budget Line: **202.220.5.20.3119**

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

Reviewed By:

Matt Scrivner / MS      5-28      Department Head      Required for all BOC meetings  
DATE

[Signature]      6-1-20      Admin. Officer/BOC Office      Required for all BOC meetings  
DATE

\_\_\_\_\_      \_\_\_\_\_      County Counsel      \*Required for all legal documents  
DATE

K. Knopf / RK      6-1-20      Finance Office      \*Required for all contracts; other  
DATE      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):**

Advertised with a Request for Qualification for a three (3) year contract that will allow the proposer to provide with hauling, trucking services when the need arises. If deadline to get a project paved road repaired and need gravel , this will allow someone else to call upon if needing the additional trucking services.

At the time of review one proposal had come in on May 21, 2020 With the panel of five individuals it was decided that Andy Ashbeck Trucking will be the best fit for the County.

**2. FISCAL IMPACT:**

Contract truck and Equipment line G/L code is 202.220.5.20.3119

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

Motion to accept and award the contracting company to Andy Ashbeck Trucking LLC.

Attach additional background documentation as needed.

**General Trucking Contractor**

RFP Score Sheet

5/19/2020

Proposer

Total score

SNP      ELI      DG      MS      GZ  
 #1      #2      #3      #4      #6

TOTAL

Andy Ashbeck Trucking LLC				75	86	82	60	87	390

75      86      82      60      87

- #1 Sandi Pointer, MC Management Assistant
- #2 Eric Imes, Assistant Road Master
- #3 Darrell Green, County Administrator
- #4 Matt Scrivner, Public Works Director
- #5 Gregg Zody, Director of Community Development



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

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

The lexington Sand Shed in the Road Department yard needed to be completed on the existing foundation and funding became available and advertisement for the 100 ft. by 300 ft. building was advertised on May 5, 2020 at that time of bid opening on May 21, 2020 Six bids for the construction to finish this building.

JB Steel Inc.	\$442,338.00
Conkraft Construction	\$602,000.00
Silver Creek Contracting	\$290,636.91
K3 Construction LLC	\$198,800.00
JH Kelly	\$328,654.00
LJH Construction, LLC	\$219,270.00

The apparent low bid was K3 Construction LLC and careful review from AndersonPerry engineering confirmed and Public Works would like to award the bid to them.

**2. FISCAL IMPACT:**

198,800.00 will be from the GL code 101.120.5.40.4402

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

Motion to accept and Award to K3 Construction LLC

Attach additional background documentation as needed.

**BID TABULATION**

ANDERSON PERRY & ASSOCIATES, INC.  
P.O. Box 1107  
La Grande, Oregon 97850

**PROJECT: Morrow County, Oregon  
Lexington Sand Shed - 2020**

**OWNER: Morrow County, Oregon  
P.O. Box 428  
Lexington, Oregon 97839**

Bid Opening: 2:00 p.m., May 21, 2020, Morrow County Public Works,  
365 West Highway 74, Lexington, Oregon 97839

**BIDDERS**

Item	Description	Unit	Amount	Engineer's Estimate		K3 Construction LLC		LJH Construction, LLC		Silver Creek Contracting LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization (not to exceed 10% of Total Bid Price)	LS	1	\$17,700.00	\$17,700.00	\$18,750.00	\$18,750.00	\$8,500.00	\$8,500.00	\$23,814.45	\$23,814.45
2	Steel Building Construction	LS	1	\$160,000.00	\$160,000.00	\$146,100.00	\$146,100.00	\$192,110.00	\$192,110.00	\$227,451.70	\$227,451.70
3	Steel Stairwell	LS	1	\$8,500.00	\$8,500.00	\$12,500.00	\$12,500.00	\$8,800.00	\$8,800.00	\$16,720.00	\$16,720.00
4	Reinforced Concrete Landing	EA	4	\$1,125.00	\$4,500.00	\$800.00	\$3,200.00	\$1,590.00	\$6,360.00	\$1,985.94	\$7,943.76
5	Overhead Door Installation	LS	1	\$4,300.00	\$4,300.00	\$18,250.00	\$18,250.00	\$3,500.00	\$3,500.00	\$14,707.00	\$14,707.00
<b>TOTAL BID PRICE</b>					<b>\$195,000.00</b>		<b>\$198,800.00</b>		<b>\$219,270.00</b>		<b>\$290,636.91</b>



**REQUEST FOR BIDS  
MORROW COUNTY, OREGON  
LEXINGTON SAND SHED - 2020**

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

**Morrow County, Oregon** (Owner) invites Bids for the **Lexington Sand Shed - 2020** project located at 365 West Highway 74, Lexington, Oregon 97839. The Work includes constructing a 100-foot by 300-foot steel building, furnished by the Owner, on an existing new foundation. The building will have one 30-foot by 20-foot framed overhead door opening, one 20-foot by 20-foot framed overhead door opening, and two 3-foot exterior entry doors to be field-located. The Work also includes constructing a 100-foot interior partition wall on existing new foundation, framing two entry door openings with Contractor-furnished material, constructing four 10-foot by 10-foot reinforced concrete landings, and furnishing and installing a steel stairwell along the interior partition wall.

Sealed Bids for the described Project will be received by Matt Scrivner, Public Works Director, or his authorized representative, at Morrow County Public Works, P.O. Box 428/365 West Highway 74, Lexington, Oregon 97839, until 2:00 p.m. local time, May 20, 2020, at which time the Bids received will be publicly opened and read.

The Contract is subject to the applicable provisions of Oregon Revised Statutes (ORS) 279C.800 through ORS 279C.870, the Oregon Prevailing Wage Law.

The Project is being funded by the Owner.

The project shall be completed by July 31, 2020. The Owner anticipates making the Contract award on or before May 27, 2020, upon reviewing the Bids.

The Contractor and subcontractors shall be licensed, bonded, and insured for doing business in the State of Oregon. The Project will not require execution of Performance and Payment Bonds specific to the Project.

A Bid Form is included with the Request for Bids documents for the Bidder's use in preparing and submitting their Bid. This is the only Bid Form that will be accepted by the Owner for the Project.

The Bidder shall submit, with its Bid, the Bidder's Certification Statements as Required by Certain Oregon Revised Statutes (ORS) form. This form is included with the Request for Bids documents.

The Issuing Office for the Bidding Documents is: Anderson Perry & Associates, 1901 N. Fir Street, La Grande, Oregon 97850. Prospective Bidders should contact Bill Ledbetter at the Issuing Office at 541-963-8309 or [bledbetter@andersonperry.com](mailto:bledbetter@andersonperry.com) Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. to obtain the Bidding Documents. Questions concerning the Work should be directed to Bill Ledbetter.

Owner: **Morrow County, Oregon**  
By: **Matt Scrivner**  
Title: **Public Works Director**  
Date: **May 6, 2020**

+ + END OF REQUEST FOR BIDS + +



**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 March 20th 2019 the Morrow County Board of Commissioners approved the Transit Driver position for the The Loop. The Loop is asking for the fourteen driver positions to be added to this pay scale position.

I am requesting to move \$210,000 out of STIF dollars in contingency (\$1,628,018) to fund fourteen part-time demand response driver positions. The estimated cost of each driver is \$15,000 a year. Bringing the total cost for fourteen drivers to \$210,000. These funds would allow the fourteen drivers to provide up to 12,844 hours of service, over double the hours provided in 2018/2019. This proposal would aid in maintaining our current operation and the future growth of The Loop.

**2. FISCAL IMPACT:**

Budget for Fiscal Year 20/21 would appropriate \$210,000.00 to personnel. Move out of contingency.

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

Motion to approve up to fourteen part-time demand response driver positions, not to exceed 38 hours per pay period.

Attach additional background documentation as needed.

## Appendix A

# Agency Facts at a Glance

### Morrow County Special Transportation – The Loop

Figures as of 2020 unless noted otherwise

Service Area, 2018	11,327
Service Area Covered	2,049 square miles
Incorporated Cities in Service Area and Their Populations, 2018	<ul style="list-style-type: none"><li>• Boardman 3,405</li><li>• Irrigon 1,795</li><li>• Heppner 1,289</li><li>• Ione 330</li><li>• Lexington 241</li></ul>
Total Count of Fixed Routes	0
Total Vehicles Used for Service	11
Total Non-Driver Paid Staff	2
Total Count of Drivers	<ul style="list-style-type: none"><li>• 0 Paid</li><li>• 3 Volunteers</li></ul>
Total Riders 7/2018-6/2019	4,221
Total Vehicle Service Hours, 7/2018-6/2019	5,535
Total Transports 7/2018-6/2019	1,054

## Board of Commissioners Ask

June 3 2020

### The Facts:

- Present Agency at a glance – Appendix A
- What are we paying drivers now? \$25 a Day.
- Why do we want to pay drivers? Morrow County is the last of two Counties in Oregon to operate on a Volunteer Staff. We need to build capacity to meet the needs of the program and continue the growth and stability of The Loop program.
- Looking at the last fiscal year 2018/2019, we paid drivers through our STF Funds a total of \$26,400, which adds up to 5,535 driver hours and provided 4,221 riders transportation, and a total of 1054 trips.
- We currently have one driver in Boardman; two drivers and one in the hiring process in Irrigon, and zero drivers in Heppner.
- After frequent conversations with Frank Thomas [our Region Five Transportation Coordinator for ODOT] I expressed my desire to pay our Volunteer drivers actual wages instead of the \$25 per diem.
- The question was asked by Frank, why not use our STIF funds to accomplish this? 10 Projects are in the STIF Plan. Project 6 was allotted \$229,700 to aid in providing access to shopping, medical facilities, and entertainment for citizens with limited or no means of transportation.
- Project 6 description is referenced as a fixed-route service. I contacted David Graf [STIF Fund Coordinator], and proposed a change to consider the project delivery nuance of “fixed route service” to “demand response services”. David responded stating that this is a “satisfactory approach and is consistent with the STIF Plan”.
- Clarification: These positions would NOT be “on call drivers”, they would be “on demand” drivers. Also, we would NOT have all fourteen driver positions working at the same time. That is not feasible with our current fleet, six passenger vans and four buses.

LOOP DEMAND RESPONSE DRIVER

38 HR PER PAY PERIOD FY 20-21

YR.SALARY	\$13,203.63
HEALTH&DENTAL FAMILY	\$0.00
FICA	\$818.63
RETIRE	\$0.00
UNEMP	\$158.44
DISAB.	\$0.00
LIFE	\$0.00
W.C. 7380	\$526.82
MEDICARE	\$191.45
LIFE FLIGHT	\$0.00

ESTIMATE

TOTAL	\$1,695.34
OVERHEAD	\$1.72
AVG HR COST	\$13.36
TOTAL COST PER HR	\$15.08
COST PER YEAR	\$14,898.97

5/28/2020



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

(For BOC Use)
Item #

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

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 6/3/20

Public Hearing on the Approved Budget for Fiscal Year 2020-2021

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
Kate Knop 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):**

As required by ORS 294.438 "Publication of notice of meeting, financial summary and budget summary", and ORS 294.441 stating, "Requirements for Financial Summaries", a Public Hearing Meeting is scheduled to discuss the budget for the fiscal year beginning July 1, 2020 as approved by the Morrow County Budget Committee.

Additional changes that have occurred to the Approved Budget for fiscal year 2020-2021 since April 16, 2020:

1. On May 6, 2020, the Board of Commissioners approved a 2.5% COLA for Elected Officials and Non-represented Employees with a net decrease in Personnel of <\$24,904>.

The breakdown is as follows: #101 - General Fund <\$17,613>; #202 - Road <\$1,405>; #207 - 911 Emergency <\$4,320>; #216 - STF Fund <\$140>; #238 - Parks <\$624>; #504-5310 Fund <\$139>; and #510 - Community Correction <\$663>.

2. On May 27, 2020, the Board of Commissioner approved moving 100% of the Dispatcher for the Loop into #216 - STF Fund net increase of \$21,316 and decreasing the #504 - 5310 <33,257>.

3. On June 3, 2020, the Board of Commissioners will be presented with a request to approve "Demand Drivers" for the Loop increasing the #216 - STF budget by a net personnel budget increase of \$169,569 for 14 drivers.

4. Additional corrections included #214 - Fair Fund - Interfund Transfer <5,000>; and #101 - General Fund - Interfund Transfer to Airport \$86,172,

**2. FISCAL IMPACT:**

The budget for the fiscal year beginning July 1, 2020 as approved by the Morrow County Budget Committee includes appropriations in the amount of \$50,299,189. The Board of Commissioners will be presented with the approved budget for adoption on June 17, 2020

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

Discussion and motion to approve budget changes since Budget Committee approval with a net zero impact. Budget appropriations remain the same at \$50,299,189.

Attach additional background documentation as needed.



**FORM LB-1**

**NOTICE OF BUDGET HEARING**

A public meeting of the Morrow County Board of Commissioners (governing body) will be held on June 3, 2020 at 9:00 am at the Bartholomew Building, Upper Conference Room 110 N. Court St. Heppner, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2020 as approved by the Morrow County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Morrow County Bartholomew Building located at 110 N. Court St. Heppner, OR between the hours of 8:00 a.m. and 5:00 p.m. or online at [www.co.morrow.or.us](http://www.co.morrow.or.us). This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Katherine Knop

Telephone: (541) 676-5615

Email: [kknop@morrow.or.us](mailto:kknop@morrow.or.us)

**FINANCIAL SUMMARY - RESOURCES**

<b>TOTAL OF ALL FUNDS</b>	<b>Actual Amount 2018-19</b>	<b>Adopted Budget This Year 2019-20</b>	<b>Proposed Budget Next Year 2020-21</b>
Beginning Fund Balance/Net Working Capital	11,435,299	12,194,837	14,623,534
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	8,357,032	7,631,273	7,860,110
Federal, State and All Other Grants, Gifts, Allocations and Donations	8,353,383	8,152,125	9,450,615
Revenue from Bonds and Other Debt	-	-	-
Interfund Transfers / Internal Service Reimbursements	4,332,804	6,083,367	7,084,617
All Other Resources Except Property Taxes	1,007,514	428,475	485,665
Property Taxes Estimated to be Received	8,933,252	9,128,284	10,794,648
<b>Total Resources</b>	<b>42,419,284</b>	<b>43,618,361</b>	<b>50,299,189</b>

**FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION**

Personnel Services	11,098,052	12,198,917	12,814,817
Materials and Services	8,109,681	8,865,688	10,332,410
Capital Outlay	1,894,222	5,344,444	5,772,614
Debt Service	379,995	394,000	394,000
Interfund Transfers	3,647,473	6,242,406	7,525,404
Contingencies	-	1,311,513	3,360,873
Special Payments	4,632,124	3,929,428	3,095,392
Unappropriated Ending Balance and Reserved for Future Expenditure	12,657,738	5,331,965	7,003,679
<b>Total Requirements</b>	<b>42,419,284</b>	<b>43,618,361</b>	<b>50,299,189</b>

**FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM \***

<b>Name of Organizational Unit or Program FTE for that unit or program</b>			
Name County Court	570,051	616,632	635,980
FTE	5	5	5
Name County Accountant	494,508	552,618	574,536
FTE	5	5	5
Name County Assessor/Tax Collector	743,062	841,164	877,540
FTE	7	7	7
Name County Treasurer	120,117	126,353	132,625
FTE	1	1	1
Name County Clerk	364,569	345,782	347,147
FTE	3	3	3
Name Veterans	129,922	108,000	108,941
FTE	1	2	2
Name Board of Equalization	1,948	2,787	2,887
FTE	-	-	-
Name Justice Court	277,846	325,135	335,656
FTE	3	3	3
Name District Attorney	373,017	449,716	430,875
FTE	3	3	3
Name Juvenile	309,021	406,953	409,868
FTE	3	3	3
Name Sheriff	4,069,546	4,517,471	4,620,014
FTE	31	31	31
Name Health	1,340,718	1,441,559	1,519,637
FTE	11	11	11
Name Planning	375,656	395,990	377,772
FTE	4	4	4
Name Community Development	-	-	150,546
FTE	-	-	1
Name Emergency Management	50,109	35,303	44,539
FTE	-	-	-

Name Surveyor	36,146	39,040	179,226
FTE	-	-	1
Name Museum	11,000	11,000	11,000
FTE	-	-	-
Name Public Works Administration	313,062	571,265	573,959
FTE	-	-	-
Name Public Works General Maintenance	562,883	601,255	590,555
FTE	3	3	3
Name Solid Waste Transfer Station - North	91,913	42,845	37,670
FTE	-	1	1
Name Solid Waste Transfer Station - South	52,909	47,660	65,221
FTE	-	1	1
Name Transfers to Other Funds	476,850	494,000	994,000
FTE	-	-	-
Name Computer	184,239	198,930	190,267
FTE	-	-	-
Name Weed Dept.	117,266	146,813	156,326
FTE	1	1	1
Name Heritage Trail	17,707	27,695	18,095
FTE	-	-	-
Name Road Equipment Reserve	466,476	1,294,329	1,332,841
FTE	-	-	-
Name Road	8,039,993	8,467,000	8,860,421
FTE	21	21	21
Name Finley Buttes Trust	669,524	766,515	1,273,337
FTE	-	-	-
Name Commission on Children & Families	66,158	66,158	-
FTE	-	-	-
Name Airport	140,636	68,622	1,187,846
FTE	-	-	-
Name Law Library	39,610	44,327	41,565
FTE	-	-	-
Name 911 Emergency	512,424	508,900	869,224
FTE	5	5	5
Name Surveyor Preservation	224,493	235,777	253,876
FTE	-	-	-
Name CSEPP	-	-	-
FTE	-	-	-
Name Finley Buttes License Fees	2,096,932	1,846,939	1,904,478
FTE	-	-	-
Name County School	242,345	209,526	201,060
FTE	-	-	-
Name Ione School	21,991	18,587	20,240
FTE	-	-	-
Name Fair	336,171	361,452	409,390
FTE	1	1	1
Name Computer Reserve	45,415	42,565	67,071
FTE	-	-	-
Name Special Transportation	141,171	128,385	2,128,060
FTE	-	-	1
Name Programming Reserve	71,698	102,508	92,773
FTE	-	-	-
Name Enforcement	23,273	23,214	24,403
FTE	-	-	-
Name Video Lottery Economic Development	149,146	136,129	141,893
FTE	-	-	-
Name Victims/Witness Assistance	116,265	134,588	108,876
FTE	1	1	1
Name Willow Creek Wind Fees	160,346	105,750	123,167
FTE	-	-	-
Name CAMI Grant	51,622	41,909	36,920
FTE	-	-	-
Weed Equipment Reserve	10,380	15,380	20,640
FTE	-	-	-
Name STF Vehicle Reserve	141,760	140,353	146,250
FTE	-	-	-

Name Fair Roof Reserve	20,269	22,335	22,335
FTE	-	-	-
Name Heppner Admin. Building	395,586	394,608	424,049
FTE	-	-	-
Name Safety Committee	25,383	21,452	22,356
FTE	-	-	-
Name Bleacher Reserve	12,271	30,552	25,724
FTE	-	-	-
Name Rodeo	56,729	30,151	10,000
FTE	-	-	-
Name Justice Court Bails/Fines	632,345	588,950	593,253
FTE	-	-	-
Name Clerk's Records	19,809	20,943	23,357
FTE	-	-	-
Name DUII Impact	29,495	28,902	30,174
FTE	-	-	-
Name Fair Improvement Reserve	10,795	20,833	21,097
FTE	-	-	-
Name Building Permit	870,911	849,111	989,499
FTE	-	-	-
Name Cutsforth Park	86,150	87,614	88,230
FTE	-	-	-
Name Anson Wright Park	65,471	60,415	60,755
FTE	-	-	-
Name ATV Park	817,517	890,423	916,516
FTE	2	2	2
Name Fairground Park	-	1,941	1,941
FTE	-	-	-
Name Equity	619,031	19,000	523,000
FTE	-	-	-
Name Building Reserve	274,968	774,146	1,070,818
FTE	-	-	-
Name Liquor Control	849	858	883
FTE	-	-	-
Name Water Planning	11,258	6,258	6,258
FTE	-	-	-
Name Forest Service Fund	68,435	62,656	71,237
FTE	-	-	-
Name Court Security	153,836	181,680	127,682
FTE	-	-	-
Name Echo Wind Fees	107,787	129,040	97,310
FTE	-	-	-
Name Shepherds Flat Fees	1,743,876	1,591,000	1,822,490
FTE	-	-	-
Name STO Operating	106,696	208,482	116,756
FTE	-	2	1
Name Community Corrections	1,005,512	934,305	1,057,608
FTE	3	3	3
Name PGE Carty	2,266,407	2,226,294	2,374,677
FTE	-	-	-
Name Sheriff Reserve	-	-	27,600
FTE	-	-	-
Non-Departmental / Non-Program	8,166,007	7,397,691	7,144,371
FTE	-	-	-
<b>Total Requirements</b>	<b>42,419,284</b>	<b>43,618,361</b>	<b>50,299,189</b>
Total FTE	114	119	121

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

For the upcoming 2020 - 2021 Budget Year it is anticipated that the revenue increase is relatively modest. Budgeted Property Tax increases \$1,007,588. The personnel costs continue to increase. The costs have risen as a result of FTE increases over the past few years, increases of contributions to County-provided health insurance benefits, cost-of-living adjustments, and contributions to the Morrow County Retirement Plan. Additional expenditures include the approval of \$379,000 in Grants to Cities; \$550,000 for the North-End Building project; \$250,00 for a new Sheriff's storage building; and \$8,860,421 in the Road Department fund. The Road Fund is supported by \$4,246,667 in interfund transfers. Finally, the Administration Building loan payment, in the amount of \$394,000, continues in 2020-21 lowering the principal balance to an estimated \$1,066,459

**PROPERTY TAX LEVIES**

	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit 4.1347 per \$1,000)	4.13470	4.13470	4.13470
Local Option Levy	-	-	-
Levy For General Obligation Bonds	-	-	-

**STATEMENT OF INDEBTEDNESS**

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	-	-
Other Bonds	-	-
Other Borrowings - Capital Leases	123,668	-
Other Borrowings - Construction Loan	1,066,459	-
<b>Total</b>	<b>1,190,127</b>	<b>-</b>

150-504-073-2 (Rev. 11-11)

## BUDGET FY 2020-2021

## 2.5% ADJ IMPACT

101	\$	2,080.00
102	\$	1,616.00
103	\$	570.00
104	\$	(6,200.00)
105	\$	490.00
107	\$	5.00
109	\$	495.00
111	\$	727.00
112	\$	494.00
113	\$	14,307.00
114	\$	698.00
115	\$	449.00
116	\$	494.00
117	\$	732.00
120	\$	159.00
121	\$	497.00
510	\$	663.00
202	\$	1,405.00
207	\$	4,320.00
216	\$	140.00
238-300	\$	468.00
238-200	\$	78.00
238-238	\$	78.00
504	\$	139.00
	\$	<u>24,904.00</u>

SAVINGS FROM 3% COLA TO 2.5%

## #216 - STF FUND

	Approved Budget	Changes Proposed	Changes Proposed	Tentatively Approved Budget
Beginning Fund Balance	1,274,524			1,274,524
Property Taxes Estimated to be Received (Current Year)				-
Fees, Licenses, Permits, Fines, Assessments & Charges for Services	500			500
Grants, Gifts, Allocations & Donations	850,036			850,036
Revenue From Bonds and Other Debt	-			-
Interfund Transfers				-
Internal Service Reimbursements	-			-
Other Resources	3,000			3,000
<b>Total Resources</b>	<b>2,128,060</b>	<b>-</b>		<b>2,128,060</b>
Personnel Services	173,660		190,885	364,545
Materials and Services	320,100			320,100
Capital Outlay				-
Debt Service	-			-
Interfund Transfers	6,282			6,282
Contingencies	1,628,018		(190,885)	1,437,133
Special Payments				-
Unappropriated Ending Balance & Reserved for Future Expenditures	-			-
<b>Total Requirements</b>	<b>2,128,060</b>	<b>-</b>		<b>2,128,060</b>

## #504 - 5310 FUND

	Approved Budget	Changes Proposed	Changes Proposed	Tentatively Approved Budget
Beginning Fund Balance	1,274,524			1,274,524
Property Taxes Estimated to be Received (Current Year)				-
Fees, Licenses, Permits, Fines, Assessments & Charges for Services	500			500
Grants, Gifts, Allocations & Donations	850,036			850,036
Revenue From Bonds and Other Debt	-			-
Interfund Transfers				-
Internal Service Reimbursements	-			-
Other Resources	3,000			3,000
 Total Resources	 2,128,060	 -		 2,128,060
 Personnel Services	 173,660		 (33,257)	 140,403
Materials and Services	320,100			320,100
Capital Outlay				-
Debt Service	-			-
Interfund Transfers	6,282			6,282
Contingencies	1,628,018		33,257	1,661,275
Special Payments				-
Unappropriated Ending Balance & Reserved for Future Expenditures	-			-
 Total Requirements	 2,128,060	 -		 2,128,060

## #214 - FAIR FUND

	Approved Budget	Changes Proposed	Changes Proposed	Tentatively Approved Budget
Beginning Fund Balance	245,800			245,800
Property Taxes Estimated to be Received (Current Year)	73,674			73,674
Fees, Licenses, Permits, Fines, Assessments & Charges for Services	26,050			26,050
Grants, Gifts, Allocations & Donations	53,166			53,166
Revenue From Bonds and Other Debt	-			-
Interfund Transfers	5,000		(5,000)	-
Internal Service Reimbursements	-			-
Other Resources	5,700			5,700
<b>Total Resources</b>	<b>409,390</b>	<b>-</b>	<b>-</b>	<b>404,390</b>
Personnel Services	25,109			25,109
Materials and Services	138,383			138,383
Capital Outlay	-			-
Debt Service	-			-
Interfund Transfers	7,000			7,000
Contingencies	238,898		(5,000)	233,898
Special Payments	-			-
Unappropriated Ending Balance & Reserved for Future Expenditures	-			-
<b>Total Requirements</b>	<b>409,390</b>	<b>-</b>	<b>-</b>	<b>404,390</b>

### Key Changes

Reduce Interfund Transfer <\$5k>





KATE BROWN  
Governor

May 28, 2020

TO: County Leaders  
FROM: Governor Kate Brown  
SUBJ: Process for Entering Phase II

Encountering this global pandemic here at home has dramatically changed the way Oregonians live and do business. Counties across Oregon took lifesaving steps in compliance with my Stay Home, Save Lives Executive Order. Now, Oregon is reopening, cautiously and thoughtfully, county by county, in a phased regional manner. This approach is guided by data and metrics to ensure that our public health infrastructure is adequate to safeguard the health and safety of Oregonians across the state, as we continue to respond to this public health crisis.

To date, most counties in Oregon have entered Phase I. To enter Phase I, a county must successfully demonstrate that it meets certain public health prerequisites in order to safely reopen business and public life. Likewise, to enter Phase II, a county must again ensure that crucial public health metrics have been satisfied.

This letter outlines the process for counties to request to enter Phase II of the reopening process. As prescribed in the A Safe and Strong Oregon, Executive Order 20-25, a county may only enter Phase II after 21 days in Phase I. A county may request to move into Phase II any time after 14 days in Phase I. If a county submits a letter of request and meets the criteria outlined below, it may be approved to move to Phase II.

A letter of request to move into Phase II must contain:

- The date the county is requesting to enter Phase II;
- A re-attestation that county first responders have sufficient Personal Protective Equipment (PPE);
- The number of trained contact tracers currently available to the county; and
- Any substantive changes to responses submitted in the Phase I application regarding meeting Phase I prerequisites.

Upon receiving a request, the Governor's Office and the Oregon Health Authority (OHA) will review the application and ensure that the original prerequisites remain satisfied and that additional criteria are met to enter Phase II. Both the original prerequisites and the additional criteria are listed below. For any county to enter Phase II, all of the following prerequisites and criteria must be met.

**Original Prerequisites:**

1. Over the previous 14-day period, the percentage of emergency department visits for COVID-19-like illnesses (CLI) for the state as a whole must be less than the historic average for flu at the same time of year.  
*\*OHA tracks these data and will confirm that the state meets this metric.*
2. Over the previous 14-day period, a county must show stable or declining hospital admissions for COVID-19. (\*This metric only applies to counties with more than 5 hospitalized cases in the last 28 days.)  
*\*OHA tracks these data and will confirm whether the county meets this metric.*
3. A county must have an adequate Contact Tracing System, as previously defined.  
*\*Include number of contact tracers in request to move to Phase II.*
4. In addition, a county must continue to maintain adequate isolation/quarantine facilities, a Minimum Testing Regimen, as previously defined, sufficient health care capacity to accommodate a 20% increase in suspected or confirmed COVID-19 hospitalizations, and sufficient PPE supply as reported to OHA's Hospital Capacity system.

**Additional criteria required to enter Phase II:**

*OHA tracks these data. Counties should consider how they are meeting these criteria before requesting to move to Phase II, and describe mitigation efforts when criteria are not met.*

5. **Timely Follow-Up:** A minimum of 95% of all new cases must be contact traced within 24 hours as reported in the state's ORPHEUS system over the previous 7 day and 14 day time periods.
6. **Successful tracing:** A minimum of 70% of new COVID-19 positive cases must be traced to an existing positive case over the previous 7 day and 14 day time periods.
7. **No increase in incident cases or positivity:\***
  - a) There cannot be a five percent or greater increase in new cases in the county over the past 7 days; or
  - b) There cannot be a significant increase in the percentage of positive cases out of total tests taken in your county over the past 7 days.

*\*If a controlled outbreak in a group living or working facility is solely responsible for violating this criteria and where extensive follow-up testing and isolation has been successfully carried out, this criteria may be waived by the Governor with support from the Oregon Health Authority.*

If you feel you are ready to enter Phase II, please email me a letter signed by county management containing the information above to [Jennifer.j.andrew@oregon.gov](mailto:Jennifer.j.andrew@oregon.gov).



P.O. Box 788 • Heppner, OR 97836  
541-676-5613  
www.co.morrow.or.us

## **Board of Commissioners**

Commissioner Melissa Lindsay, Chair  
Commissioner Don Russell  
Commissioner Jim Doherty

June 1, 2020

The Honorable Governor Kate Brown  
Governor of Oregon  
900 Court Street N.E., Suite 254  
Salem, OR 97301-4047

RE: Letter of Request to Move into Phase II Reopening

Dear Governor Brown,

Morrow County respectfully requests to enter into Phase II Reopening on June 5, 2020.

As described in, "A Safe and Strong Oregon" Executive Order, Morrow County is prepared to move into Phase II after a successful Phase I for 21 days.

Morrow County meets the criteria outlined in the letter to County Leaders, May 28, 2020, and should be approved to move into Phase II.

We attest, based upon available information, the following:

- Morrow County's first responders have sufficient Personal Protective Equipment (PPE).
- Morrow County currently has 13 known cases of COVID-19 and has successfully traced all contacts for all cases.
- Morrow County currently has nine trained contact tracers, including two who are bilingual, in excess of the OHA recommendation based on the population of Morrow County.
- We have had no substantive changes made to the responses we submitted in the Phase 1 application regarding meeting the prerequisites.

Morrow County has successfully followed up on 100% of all new cases and contact traced within 24 hours, as reported in the State's ORPHEUS system, over the past seven-day and 14-day time periods.

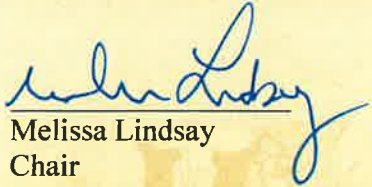
Morrow County has successfully identified, contacted and traced 100% of new COVID-19 positive cases and verified 100% traced to an existing positive case over the past seven-day and 14-day time periods.

Morrow County has been successful in following the protocols and guidance of OHA and the CDC to keep positive cases to a minimum. Even with increased testing, Morrow County has only had one additional case in over 21 days. The most recent Morrow County resident case was acquired out-of-state by exposure on the job. This successfully meets the less than five percent increase threshold. Morrow County has tested 190 individuals to-date, and all persons under monitoring have been discharged as of this date.

Again, we request your approval to move into Phase II Reopening.

Thank you and please do not hesitate to contact me with any questions or concerns, [mlindsay@co.morrow.or.us](mailto:mlindsay@co.morrow.or.us), or 541-561-0234. We look forward to working closely with the State to continue into Phase II and beyond.

Sincerely,



Melissa Lindsay  
Chair



Don Russell  
Commissioner



Jim Doherty  
Commissioner

Enclosure: Attestation Letter from Morrow County Health District

CC: Nik Blosser, Chief of Staff, Office of the Governor  
Jennifer Andrew, Executive Assistant to the Chief of Staff  
Commissioner Don Russell  
Commissioner Jim Doherty  
Representative Greg Smith  
Senator Bill Hansell  
Diane Kilkeny, Morrow County Interim Public Health Director  
John Bowles, Morrow County Undersheriff



**MORROW COUNTY  
HEALTH DISTRICT**  
Excellence in Healthcare

PO BOX 9  
Heppner OR 97836  
Tel: 541-676-9133  
Toll Free: 1-800-737-4113  
[www.morrowcountyhealthdistrict.org](http://www.morrowcountyhealthdistrict.org)

6/1/2020

TO WHOM IT MAY CONCERN:

This letter is Morrow County Health District/Pioneer Memorial Hospital's attestation that currently we have more than a 14 day supply of PPE for all of our clinics, ambulance services as well as our acute care hospital located in Heppner, OR. This is also verified by our weekly reporting on the HOSCAP reports that are submitted to OHA.

As further indicated, we have not reported any new COVID 19 positive cases from our in house testing for the past three plus weeks and we feel confident about moving into Phase II of the Governor's plan to reopen Oregon.

If you have any questions, please do not hesitate to contact me at [boh@moco hd.org](mailto:boh@moco hd.org) or 541-676-2915.

Sincerely;

*Bob Houser*

Bob Houser, CEO, FACHE

Morrow County Health District

Heppner, OR 97836

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P - (541) 676-9133 F - (541) 676-2901 TDD - (541) 676-2908	P - (541) 676-2946 F - (541) 676-9017	P - (541) 676-5504 F - (541) 676-9025	P - (541) 922-5880 F - (541) 922-5881	P - (541) 422-7128 F - (541) 422-7145	P - (541) 676-9133 F - (541) 676-2901



**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):**

BACKGROUND: On March 19, 2020, Umatilla Electric Cooperative (“UEC”) filed a Petition for Certificate of Public Convenience and Necessity to allow construction of an overhead transmission line which will require a condemnation of land or an interest therein. The Transmission Line will run approximately four and three tenths (4.3) miles west from the Highway 730 Switchyard and terminate at UEC's planned Olson Road Substation (location of new data center being constructed). UEC states that the transmission line (and possible requirement for condemnation) is necessary to allow the company to continue to provide adequate line capacity and reliability to existing and new loads in the Boardman and Port of Morrow Areas.

Morrow County submitted a written comment to the project (attached).

The question- Should/Can the County petition to intervene in the process- i.e., become a party.

**2. FISCAL IMPACT:**

Unknown at this time- staff time and resources

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

Will be discussed at meeting.

Attach additional background documentation as needed.



P.O. Box 788 • Heppner, OR 97836  
541-676-5613  
www.co.morrow.or.us

## Board of Commissioners

Commissioner Melissa Lindsay, Chair  
Commissioner Don Russell  
Commissioner Jim Doherty

May 13, 2020

Attn.: PCN 4  
Administrative Hearings Division  
Public Utility Commission of Oregon  
PO Box 1088  
Salem, OR 97308-1088

RE: Morrow County Initial Written Comments  
PCN 4

On March 19, 2020, Umatilla Electric Cooperative (“UEC”) filed a Petition for Certificate of Public Convenience and Necessity to allow construction of an overhead transmission line which will require a condemnation of land or an interest therein. The Transmission Line will run approximately four and three tenths (4.3) miles west from the Highway 730 Switchyard and terminate at UEC’s planned Olson Road Substation (location of new data center being constructed). UEC states that the transmission line (and possible requirement for condemnation) is necessary to allow the company to continue to provide adequate line capacity and reliability to existing and *new loads* in the Boardman and Port of Morrow Areas.

Morrow County has an interest in the Public Utility Commission determination based upon the following:

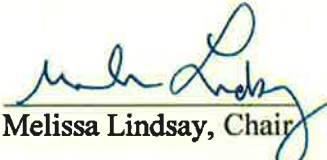
- The County owns property adjacent to the Tallman property. While none of the proposed routes include condemnation or use of County owned property, the transmission line would run along two sides of the County owned property (Attachment A). The county has concerns regarding any negative effects on access to the County parcel (line goes over road), and any insurance issues regarding fall lines of the poles.
- Prior to the filing of this PCN request, UEC filed Land Use Application LUD-N-26-20 with the Morrow County Planning Department, requesting the County allow construction and operation of a double circuit 230 kV transmission line on single-poles on property in the County (other part of the lines is on City of Boardman jurisdiction). (Attachment B). That Land Use Application is still under review by planning staff.



- The Morrow County Board of Commissioners believe that any condemnation of property by a government agency or utility is something that should only occur as an absolute last resort and necessary for public service.

The County will continue to monitor this process and provide additional testimony or evidence as necessary. The County appreciates the work of Public Utility Commission, and we look forward to continuing our involvement in this process.

Thank you for your time,

  
Melissa Lindsay, Chair

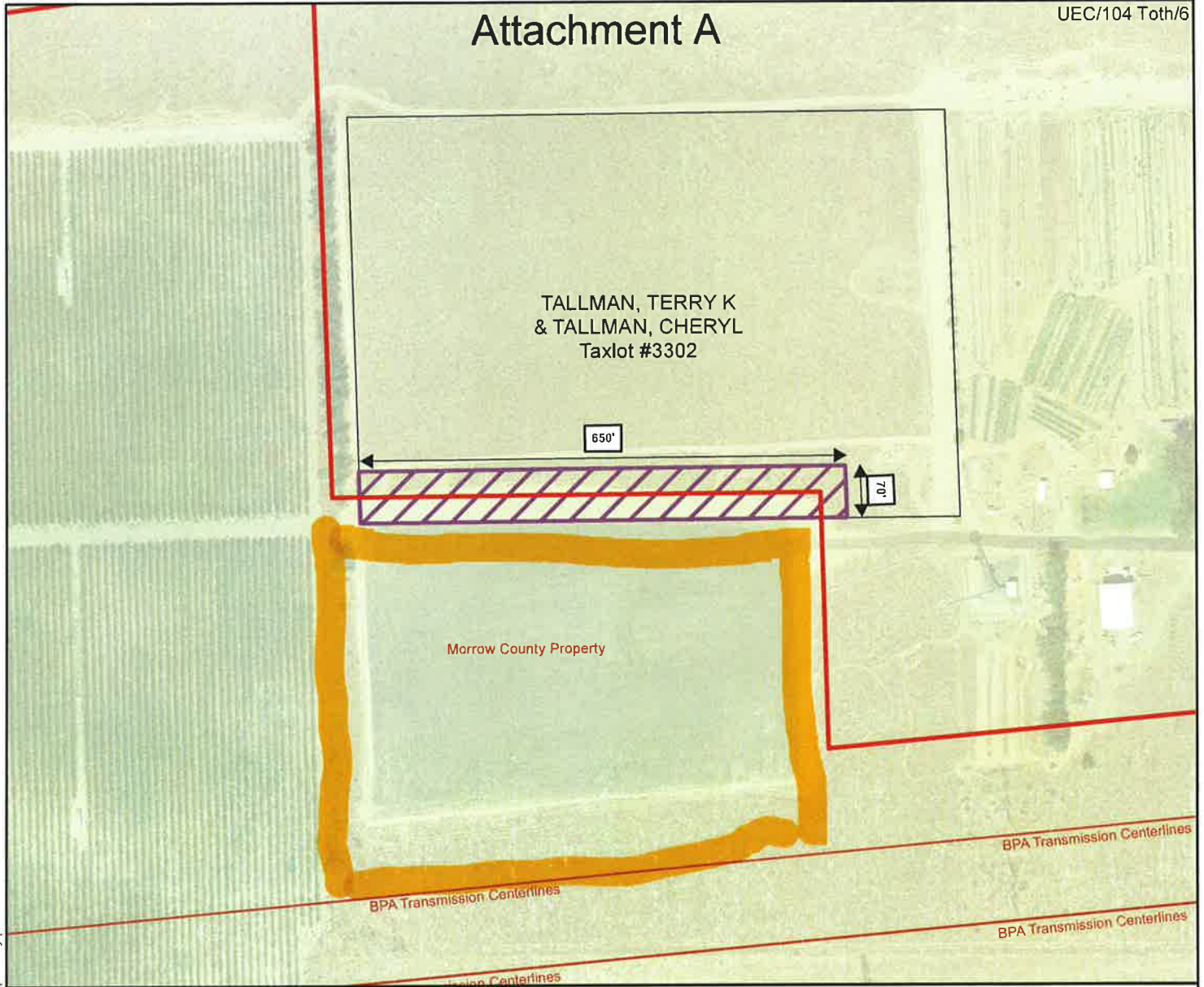
  
Jim Doherty, Commissioner

  
Don Russell, Commissioner



# Attachment A

UEC/104 Toth/6



O:\Oregon\OR14\GIS\mxd\230KV\_TransLine\230KV\_Landowner\_Maps\_For\_CPCN\_85x11.mxd | dhatley | 2/27/2020

- Easement Required
- Preferred 230kV Centerline



THIS EXHIBIT IS FOR INFORMATIONAL PURPOSES AND SHOULD ONLY BE RELIED UPON AS SUCH



830 E PRIMROSE, SUITE 200  
 SPRINGFIELD, MO 65807  
 Ph. 417-888-0645 Fax: 417-888-0657  
 www.tothassociates.com

Project: **Olson Rd 230kV Planned Transmission Line**

Client: **UMATILLA ELECTRIC COOPERATIVE**  
 HERMISTON, OREGON OREGON 14, UMATILLA

Land Owner: **TALLMAN, TERRY** Map #: **M7**  
 1 of 5

# **Umatilla Electric Cooperative**

**Olson Rd 230 kV Planned Transmission Line**

**Morrow County Land Use Request**

## Attachment B - 2

# Umatilla Electric Cooperative Olson Rd 230 kV Planned Transmission Line Land Use Application TABLE OF CONTENTS

1. Application Form
2. Project Narrative
3. Exhibits
  - a. Table A - Landowner List
  - b. Table B - Subject Parcels
  - c. Exhibit A - Vicinity Map
  - d. Exhibit B - Project Map
  - e. Exhibit C - Pole Diagram
  - f. Exhibit D - Landowner Consent Documentation
4. Application Fee (submitted separately)

Submitted by Umatilla Electric Cooperative. Direct questions/comments to:

**Wendy Neal**  
wendy.neal@umatillaelectric.com  
(541) 289-1522

**Gopala Borchelt**  
gborchelt@tothassociates.com  
(417) 888-0645

# Application Form

Attachment B - 4



LAND USE APPLICATION

PAID 03/11/2020 JML

FILE NUMBER LUD-N-24-20

Fee \$200  
Date Received 03-11-2020  
Date Deemed Complete \_\_\_\_\_

Type of Application (check one):

- Non-Farm Use
- Temporary Use
- Dwelling Authorization
- Agri-tourism
- Event(s)
- Other Utility Facility Necessary for Public Service

Applicant:

Name(s) Umatilla Electric Cooperative  
 Address 750 W Elm P.O. Box 1148  
Hermiston, OR 97838  
 Phone 541-289-1522 E-mail address wendy.neal@umatillaelectric.com  
417-888-0645 gborchelt@tothassociates.com

Legal Owner (if different from the applicant):

Name(s) See parcels list in Table B accompanying this application.  
 Address \_\_\_\_\_  
 \_\_\_\_\_

Legal and Physical Description:

Township 4N Range 25E, 26E Section 11, 12, 07 Tax Lot(s) 500, 600, 400, 201  
 Physical Address See Table B and Exhibit D: Landowner Consent Documentation.  
 General Location Project alignment runs generally from the northeast of the intersection of Hwy 730 and I-84 from a planned electrical switch station, westerly to a planned electrical substation location just west of Olson Road and south of I-84.

PROPOSAL (Identify what you are proposing):

A double circuit, 230 kV transmission line on single-pole structures ranging from approximately 90 ft to 130 ft tall.

APPROVAL CRITERIA:

Zoning Designation EFU Acreage See attached Table A  
 List the applicable Article, Section(s), and Subsection(s): Article 2, Sections 3.010 Subsection D.10

*A Planner can assist you in identifying the review criteria that apply to your request. The review criteria are used to determine whether your application will be approved or denied. It is your responsibility to provide adequate written justification and any other evidence you feel is relevant to explain how your request complies with the review criteria. Failure to provide adequate justification may result in your application being denied, or deemed incomplete until additional information is provided. For additional space on any questions, please attach a separate sheet of paper.*

# Attachment B - 5

## PHYSICAL FEATURES (Describe the site):

Vegetation on the property: Property has some cultivated agricultural land use and some irrigated areas.

Topography of the property (i.e. rocky, hilly, forested): Gently rolling hills, 2 to 12 percent slopes.

Any significant features of the property (i.e. steep slopes, water bodies, etc.): No

Soil type(s): Quincy loamy fine sand.

Is the land or any portion of it subject to flooding? Minimal, if any. None expected to affect project.

Most current use of the property: Cultivated agricultural land use.

Has the location been utilized as an integral part of the farming operation on the property? No

Does the location have water rights for irrigation? Proposed utility does not affect water rights or use.

What are the predominant farming types in the area? Center pivot irrigation, row crops.

Is the property currently under special assessment by the County Assessor's Office? EFU

## EXISTING IMPROVEMENTS:

What structures or development does the property contain? Will any structure be removed or demolished? No buildings within proposed use area (easement area). No structures will be removed.

## DESCRIBE THE ACCESS TO THE PROPERTY (check one):

State Highway     County Road     Public Road     USFS     Private Easement

Road Name: Hwy 730, Root Lane, Olson Rd, private farm roads.

Improvement type and condition of road: Paved and unpaved 2 lane roads.

Will any new access be required? No

## EXISTING SERVICES:

Fire protection district or method: Not applicable.

Solid waste disposal method: Not applicable.

Utilities and other public services provided: Not applicable.

## Please include a map or plot plan with the following information:

Existing and proposed water supply; Not applicable.

Existing and proposed sewage disposal method; Not applicable.

Location of existing and proposed structures; and Not applicable.

Existing and proposed roads and accesses. Existing roads shown on Exhibit A.

## With the map please provide a description of:

How the proposal will be compatible with surrounding land uses: Proposed alignment has been developed in collaboration with landowners to mitigate any impact to existing farm use.

How the proposal will protect and preserve existing natural resources such as trees, vegetation, water resources and wildlife habitat: No impacts are expected to water and vegetative resources.

Design will adhere to the applicant's Avian Protection Plan which conforms to APLIC guidelines.

Whether you believe diking, screening or other landscaping will be required to protect nearby properties and habitats: Silt fence or other methods may be used when building across canal or ditch if deemed necessary.





Attachment B - 7

# **Land Use Request**

**Project Narrative**

# Attachment B - 8

## Umatilla Electric Cooperative

### Olson Rd 230 kV Proposed Transmission Line

#### Project Narrative

**APPLICANT:** Umatilla Electric Cooperative  
750 W Elm P. O. Box 1148  
Hermiston, OR 97838

**OWNERS:** Umatilla Electric Cooperative (UEC) is proposing to construct the Olson Road 230 kV Transmission Line (Proposed Line) in Morrow County near Boardman, OR. The Proposed Line crosses several parcels which fall in Morrow County and the City of Boardman jurisdictions. Each parcel is identified with its respective landowner, and Exclusive Farm Use (EFU) zoned parcels subject to the application (See Tables A and B). These landowners have given consent for a Land Use Decision application to be submitted to the County either by signing a Land Use Consent Form, or through grant of an Easement or Easement Option to UEC. Written consent documentation is provided (See Exhibit D).

**PROPOSAL:** The Proposed Line is needed to reliably accommodate electrical growth in the Boardman area. The Proposed Line will be integrated into UEC's electric system grid as a new electrical source into the area. UEC's electrical load in the Boardman area has grown from 62 MW in 2009 to 260 MW in 2019, with forecasted growth to be above 535 MW by the end of 2029. This growth is the main reason behind the need for the new transmission line into the area. See attached Exhibits A and B showing the Proposed Line that is the subject of this Application and that will be needed to continue providing adequate service to the area as electrical load growth continues.

The Proposed Line will extend from the planned Hwy 730 Switchyard, to the planned Olson Rd Substation, approximately 4.3 miles (See Exhibit B). Proposed Line construction will consist of a double circuit 230 kV transmission configuration on single steel pole structures with typical heights between 90 and 130 feet (See Exhibit C). In order to minimize impacts related to construction activities tied to the line, as well as minimize potential impacts of the line regarding existing land use and future area development, several criteria were utilized in development of the line route. These criteria include route selection that is adjacent to roadways, on the edge of property boundaries, and near existing electric transmission corridors where reasonably feasible. The need for the Proposed Line to cross EFU parcels is due in large part to restrictive BPA crossing locations for reasons of safety, and the spanning requirements related to crossing Hwy 730. See 3.010.D.10(1)(b) for additional information.

Several alternate routes for this transmission line have been explored and the Proposed Line is considered the preferred alternative. Minimization of land use impacts, input from landowners and design feasibility were primary factors in determining the preferred route. Considering that the anticipated demand for electrical power is in the Boardman area, as stated above, a more southerly route alternative for the Proposed Line is less desirable because it would have to be considerably longer to reach the

## Attachment B - 9

needed service area and would also require crossing more EFU land. No workable alternate route exists directly north of and adjacent to I-84 (Columbia River Hwy) due to there being no feasible crossing of the BPA transmission lines on the north side of and adjacent to I-84. An alternate route running parallel and just south of the existing BPA transmission lines would have to be longer than the Proposed Line in order to reach a feasible location to cross the BPA lines. The BPA transmission lines in this area consist of three separate lines with three separate sets of tower structures which are staggered. The staggered nature of the towers limits possible crossing locations due to needed clearances and structure requirements. An alternate route running south of and adjacent to BPA's lines would also impact irrigated croplands, wetlands and residential areas. An alternate route running just south of I-84 in the Laurel Lane Rd interchange would cause new impacts to commercial properties in this area. With the Proposed Line, total impacts are lower by the line running parallel to the existing BPA transmission lines where possible.

**REQUEST:** UEC requests a determination that the Proposed Line is a Use Permitted Outright as a *Utility Facility Necessary for Public Service* pursuant to the Morrow County Zoning Ordinance governing Exclusive Farm Use (EFU) stated in Section 3.010, Subsection B.25.

**LOCATION:** The Proposed Line location is identified in the attached Exhibits A and B.

**ZONING:** This application for a Land Use Decision only applies to areas zoned EFU, which are shown in Table B.

The Proposed Line traverses through other zones and jurisdictions where the use does not require separate land use approval, including Morrow County and the City of Boardman. The Proposed Line lies in county zoned areas, General Industrial (MG), Farm Residential (FR2), and Port Industrial (PI). It also lies in two Commercial Districts of the City of Boardman, which include the Service Center Sub District (SC) and General Industrial (GI). Refer to Table A for a list of all parcels designated by jurisdiction.

**COMPLIANCE:** The Proposed Line is permitted outright in the County EFU zone, subject to Use Standards provided in section 3.010 Subsections B.25 and D.10. The following includes narrative from the applicable Morrow County Zoning Ordinance (Zoning Ordinance) Sections (**in bold**) with compliance justification and responses following each subsection.

**EFU – 3.010.B. Uses Permitted Outright.** In the EFU zone, the following uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance:

**3.010.B.25. Utility facilities necessary for public service, including associated transmission lines as defined in Article 1 and wetland waste treatment systems, but not including commercial facilities for the purpose of generating**

# Attachment B - 10

**electrical power for public use by sale or transmission towers over 200 feet in height as provided in Subsection D.10.**

Article 1 of the Zoning Ordinance defines "utility facility" in part as a "major structure owned or operated by a public, private, or cooperative electric, fuel, communication, sewage, or water company for the generation, transmission, distribution, or processing of its products or for the disposal of cooling water, waste, or byproducts, and including power transmission lines..." The Proposed Line does not include towers of 200 feet in height. The Proposed Line is therefore a power transmission line and qualifies as a Utility Facility under the County's definition.

A Utility Facility is "necessary" under this provision of the Zoning Ordinance, which implements ORS 215.275, if it is necessary to be in the farm zone. The Use Standards addressed below also determine when a Utility Facility is necessary.

The following parcels are in this zone: 500, 600, 400, and 201. The eastern most portion of the Proposed Line is the Hwy 730 Switchyard. That parcel where the switchyard is, and the parent parcel it was created from, is completely surrounded by EFU parcels. The line cannot avoid crossing all EFU parcels in that area, largely because of the constraints that exist at the intersection of Highway 730 and Interstate 84. Even if such a crossing were feasible, once the line got to the west side of Highway 730, there would be more EFU parcels adjacent to that area that would still have to be crossed. Even if those parcels did not exist, the line would have to then double back to the east, then north toward the existing BPA lines. As noted above, and explained in more detail below, such a northerly route is not feasible.

Given the prevalence of EFU parcels around the Highway 730 Switchyard site, there is no feasible route that completely avoids EFU parcels. The Proposed Line, however, is designed to have minimal impact to current and future agriculture land use in the area.

### **3.010.D. Use Standards**

#### **10. A utility facility that is necessary for public service.**

**a. A utility facility is necessary for public service if the facility must be sited in the exclusive farm use zone in order to provide the service.**

**(1) To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:**

#### **(a) Technical and engineering feasibility;**

The Proposed Line is feasible from an engineering perspective and utilizes existing transmission corridors, runs along roadways and minimizes road crossings. UEC analyzed multiple alternative routes in part to determine whether EFU parcels could be avoided. Because of the prevalence of EFU parcels in this area, no route exists that would avoid all EFU parcels. An alternative route located along the north side of I-84 would avoid several EFU parcels, but would still require crossing one EFU parcel, and that alternative is not feasible from an engineering standpoint. As stated above, there is not a feasible location where the BPA transmission lines can be crossed on

## Attachment B - 11

the north side of I-84 due in part to the proximity of industrial buildings to the interstate Right-of-Way in this area and partly due to the locations of the BPA transmission towers. There are three adjacent BPA transmission lines that transect this area which are supported by towers that are not in line but are staggered along the transmission corridor. These conditions create a scenario where the clearance needed for the safe crossing of the 230 kV line under the BPA transmission lines is not available.

A more southerly route or a route adjacent to and just south of the BPA Transmission lines would not only have a greater impact on EFU parcels than the Proposed Line route but would also add to the overall length of the line.

**(b) The proposed facility is locationally-dependent. A utility facility is locationally- dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;**

The siting of the Proposed Line in the EFU-Zoned parcels is locationally dependent for multiple reasons. As explained above, the area around the Highway 730 Switchyard parcel is completely surrounded by the EFU zone, except for the I-84 right of way where the line cannot be constructed. To completely avoid EFU parcels, the Proposed Line would be forced to cross the intersection of Highway 730 and Interstate 84 in a manner that is not technically feasible. Further, even such a crossing would force the route to zig-zag around other EFU parcels, creating a route that is not direct, much less reasonably direct.

The crossing of tax lots 500 and 600 specifically is due to the limited safe crossing locations under the three existing BPA transmission lines in the area. Access across these parcels will not impact the farming operations due to placement of the Proposed Line, which will be situated along the roadway and will be the most direct route for the line. This feasible BPA transmission line crossing is located just within the City of Boardman city limits approximately 1500 feet east of Laurel Ln Rd.

EFU-zoned parcel 400, is located north of Interstate 84. The siting of the Proposed Line on this parcel will parallel the Interstate Right-of-Way and the BPA transmission line, and little to no impact on agricultural use is expected.

Siting of the Proposed Line on the EFU-Zoned parcel 201 is due to this location being the only feasible access to the planned 730 Switchyard on the adjacent parcel, parcel 4703. Tax Lot 201 current use is for equipment parking and is not currently in crop production. In addition, the structures will be located to provide the least amount of impact to the property, based on the landowner input.

**(c) Lack of available urban and non-resource lands;**

The Proposed Line utilizes urban and non-resource lands where available (Parcels 900, 1100, 1200, 1201, 200, 300, 200, and 4703). However, as explained above, there is a lack of urban or non-resource lands that would otherwise allow the Proposed Line to avoid EFU parcels altogether.

# Attachment B - 12

## **(d) Availability of existing rights of way;**

The Proposed Line utilizes existing rights of way where available. In areas where there are none, the Proposed Line is routed to avoid and minimize impacts to EFU lands while taking into consideration the other factors listed here.

## **(e) Public health and safety; and**

Public health and safety are taken into consideration by minimizing unnecessary road crossings, crossing the BPA lines in a safe manner, and avoiding proximity to buildings and residences.

## **(f) Other requirements of state and federal agencies.**

As noted above, the crossing of the BPA lines is very limited, and the crossing proposed in this application is one of the few areas where BPA would allow such a crossing.

**(2) Costs associated with any of the factors listed in Subsection (1) may be considered but, cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.**

The primary factors in determining the specific location of the Proposed Line include; input from landowners along the route, design feasibility and cost, and minimization of current land use impacts. While cost was a factor, this was not the only consideration.

**(3) The owner of a utility facility approved under Subsection a shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this Subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.**

UEC acknowledges these requirements and affirms its responsibility for compliance. UEC contractors will be required to restore damages as near to their former condition as can reasonably be expected. UEC contractors are required to be insured and bonded for the full value of their respective contracts.

**(4) The county shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.**

The siting of the Proposed Line is designed to follow existing power lines and road corridors to minimize the impact of construction and maintenance activities. Structure heights and

## Attachment B - 13

placement are designed to minimize ground clearances impacts on farm activities, such as center pivots, and farm equipment. The structures will be designed to meet requirements of RUS Bulletin 1724E-200 and 2017 National Electrical Safety Code (NESC).

**(5) Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under the EFU Zone or other statute or rule when project construction is complete. Off-site facilities allowed under this Subsection are subject to Article 6. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.**

This criterion does not apply. The proposed use will not include facilities for temporary workforce housing.

**(6) In addition to the provisions of Subsection D.10.a(1) through (4), the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) shall be subject to the provisions of 660-011-0060.**

This criterion does not apply. The proposed use will not include facilities for sewage disposal.

**(7) The provisions of Subsection a do not apply to interstate natural gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.**

This criterion does not apply. The proposed use will not include natural gas pipelines or facilities associated with natural gas pipelines.

**b. An associated transmission line is necessary for public service upon demonstration that the associated transmission line meets either the following requirements of Subsection (1) or Subsection (2) of this Subsection.**

The Proposed Line is not an "associated transmission line" as defined by ORS 215.274. The standards set forth in this section of the Zoning Ordinance therefore do not apply.

## **EXHIBITS**

**Table A - Landowner list**

**Table B - Subject parcels**

**Exhibit A - Vicinity map**

**Exhibit B - Project Map**

**Exhibit C - Pole Diagram**

**Exhibit D - Landowner consent documentation**



**TABLE A**

Owner	Address/Phone#	Physical Address of Property	Map Number/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
VADATA, INC	P.O. Box 80416 Seattle, WA 98108		04N25E 09 TL 411	80.19	City of Boardman	Expected to Sign
STIFFLER, LLC (Land Use Decision: LUD 9-19-19)	33896 E Walls Rd. Hermiston OR 97838		04N25E 10 TL 3400	77.98	EFU (LUD 9-19-19)	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818 (541)481-7678		04N25E 10 TL 3000	11.43	City of Boardman	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818 (541)481-7678		04N25E 10 TL 3300	1.29	City of Boardman	Signed
TERRY K & CHERYL TALLMAN	706 Mt. Hood Ave. Boardman, OR 97818		04N25E 10 TL 3302	10	City of Boardman	Negotiating
TERRY K & CHERYL TALLMAN	706 Mt. Hood Ave. Boardman, OR 97818	452 Laurel Ln Rd. Boardman, OR 97818	04N25E 10 TL 3205	11.88	City of Boardman	Negotiating
FE & FRANCES T GLENN	PO Box 281 Boardman, OR 97818	105 Laurel Ln Rd. Boardman, OR 97818	04N25E 10 TL 3201	7.61	City of Boardman	Signed
WALO, LLC	PO Box 909 Irrigon, OR 97844	325 Yates Ln Boardman, OR 97818	04N25E 10 TL 3206	11.75	City of Boardman	Negotiating
RANDALL E & CATHERINE A YATES	PO Box 669 Boardman, OR 97818	335 Yates Ln Boardman, OR 97818	04N25E 11 TL 403	7.57	City of Boardman	Negotiating
JOSEPH TAYLOR - DOUBLE T FARMING	77458 Threemile Rd Boardman, OR 97818		04N25E 11 TL 402	28.33	City of Boardman	Signed

**TABLE A CONTINUED**

Owner	Address/Phone#	Physical Address of Property	Map #/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111		04N25E 11 TL 500	10	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111	79252 Rippee Rd Boardman, OR 97818	04N25E 11 TL 600	41.5	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944	79269 Rippee Rd Boardman, OR 97818	04N25E 11 TL 900	30.71	FR2	Signed
SHOOK, EDWARD L	PO Box 185 Troutdale, OR 97050	79307 Root Ln Boardman, OR 97818	04N25E 11 TL 1100	12.06	FR2	Negotiating
RIEKKOLA FARMS, INC	PO Box 95 Boardman, OR 97818	79115 Root Ln Boardman, OR 97818	04N25E 11 TL 1200	10.03	FR2	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 11 TL 1201	5.2	PI	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 12 TL 200	20.83	PI	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N25E 12 TL 300	16.79	PI	Signed
CITY OF BOARDMAN	P.O. Box 229 Boardman, OR 97818 (541)481-9252		04N25E 12 TL 400	147.12	EFU	Signed
PORT OF MORROW	P.O. Box 200 Boardman, OR 97818		04N26E 07 TL 200	81.5	PI	Signed
TERRA POMA LAND, LLC	PO Box 862 1645 W. Orchard Ave, Hermiston, OR 97838 (541)567-1010 (541)571-1912	72063 Hwy 730, Irrigon OR 97844	04N26E 07 TL 201	2	EFU	Signed

**TABLE B**

**Subject Parcels (with addresses)**

Owner	Address/Phone#	Physical Address of Property	Map #/Tax Lot	Size (Acres)	Zoning/Jurisdiction	Easement Status
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111		04N25E 11 TL 500	10	EFU	Signed
SAGE HOLLOW RANCH, LLC	3620 Independence Rd Sunnyside, WA 98944 (509)391-1111	79252 Rippee Rd Boardman, OR 97818	04N25E 11 TL 600	41.5	EFU	Signed
CITY OF BOARDMAN	P.O. Box 229 Boardman, OR 97818 (541)481-9252		04N25E 12 TL 400	147.12	EFU	Signed
TERRA POMA LAND, LLC	PO Box 862 1645 W. Orchard Ave Hermiston, OR 97838 (541)567-1010 (541)571-1912	72063 Hwy 730, Irrigon OR 97844	04N26E 07 TL 201	2	EFU	Signed

# Attachment B - 18

## EXHIBIT A

### VICINITY MAP

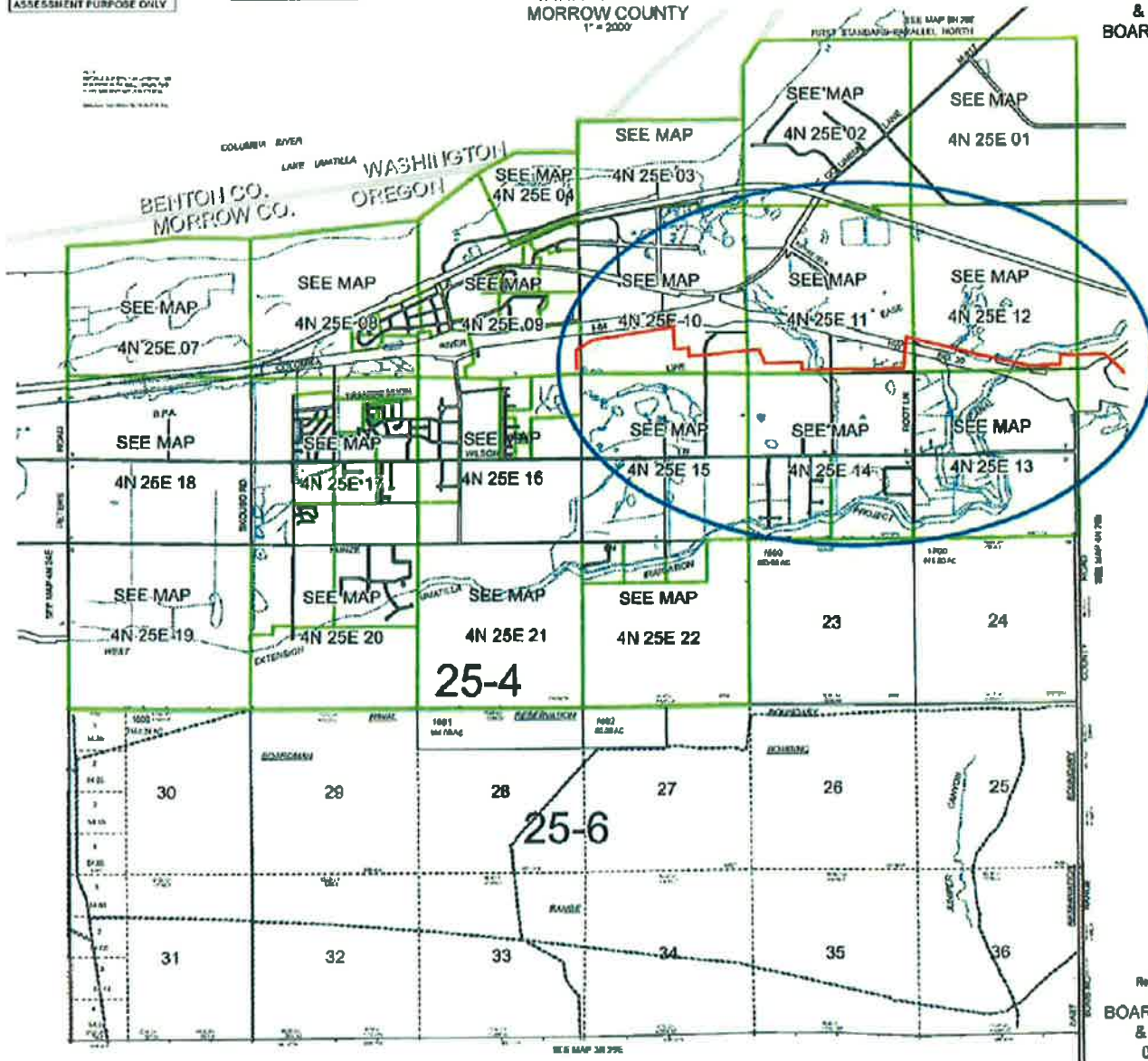
#### Proposed 230 kV Transmission Line

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



T.4N. R.25E. W.M.  
MORROW COUNTY  
1" = 2000'

04N25E  
& INDEX  
BOARDMAN



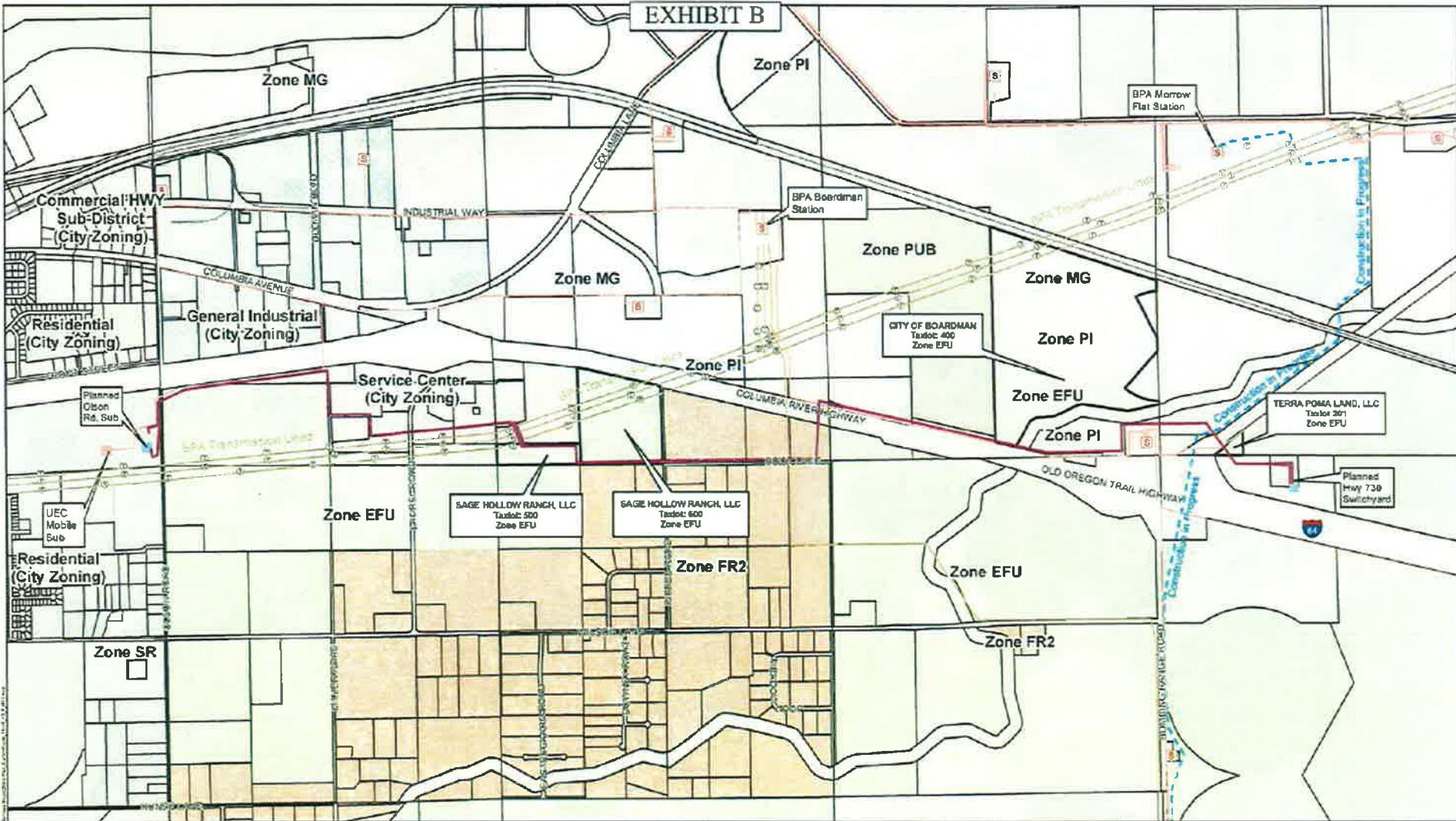
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- 100
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- 150
- 200
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- 400
- 500
- 600
- 700
- 800
- 900
- 1000
- 1100
- 1200
- 1300
- 1400
- 1500

25-4

25-6

Revised: DMC  
06/18/2014  
BOARDMAN  
& INDEX  
04N25E

EXHIBIT B



Attachment B - 19

- Preferred Route
- Railroads
- 230 kV Transmission Line (Construction in progress)
- Planned Station
- BPA Towers
- BPA Transmission Lines
- Morrow County Parcel Lines
- Substations
- UEC Transmission Lines



ATOTH  
ASSOCIATES

DISCLAIMER: This exhibit is for informational purposes only, and should only be relied upon as such.



UMATILLA ELECTRIC COOPERATIVE  
HERMISTON, OREGON  
OREGON 14, UMATILLA

Olson Rd 230kV Planned Transmission Line



## **Exhibit D**

# **Landowner Consent Documentation**

# Attachment B - 22

AFTER RECORDING RETURN TO:

Umatilla Electric Cooperative  
P.O. Box 1148  
Hermiston, OR 97838

UEC REFERENCE: Tax Lots 500, 600 & 900

MORROW COUNTY, OREGON **2019-45212**

E-EAS

10/17/2019 10:34:26 AM

Cnt=1 Str=23 TC

\$65.00 \$11.00 \$60.00 \$10.00

\$136.00



00038293201900452120110110

I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



## MEMORANDUM OF EASEMENT OPTION AGREEMENT

**BETWEEN:** Sage Hollow Ranch, LLC ("Grantor")  
3620 Independence Rd.  
Sunnyside, WA 98944

**AND:** Umatilla Electric Cooperative ("Grantee")  
P.O. Box 1148  
Hermiston, OR 97838

Pursuant to a Utility Line Option and Easement Agreement dated 10/8, 2019, ("Option Agreement"), Grantor granted to Grantee an option to purchase an easement, described in the attached Exhibit A, for utility purposes on certain property in Morrow County, Oregon ("Property"), more particularly described as:

Parcel 1 and Parcel 2 of the property located in Section 11, Township 4 North, Range 25 East of the Willamette Meridian, in Morrow County, Oregon, described as recorded in Morrow County Public Records on December 2, 2011, as instrument number 2011-29237

ALSO, Parcel 5 of the property located in Section 11, Township 4 North, Range 25 East of the Willamette Meridian, in Morrow County, Oregon, described as recorded in Morrow County Public Records on January 31, 2011 as Instrument number 2011-27546:

The Property is subject to the terms and conditions of the Option Agreement, for a term commencing \_\_\_\_\_ and terminating \_\_\_\_\_, subject to Grantee's right to extend the term for four additional one-year periods as set forth in the Option, after which it will be of no further force or effect.

A complete copy of the Option Agreement may be obtained from Grantor or Grantee.

This Memorandum is being executed and recorded in the Official Records of Morrow County, Oregon, to give notice of the provisions of the Option Agreement and will not be deemed or construed to define, limit, or modify the Option Agreement in any manner.





Attachment B - 24

Made and dated this 20<sup>th</sup> day of Sept., 2019 (the "Effective Date").

Sage Hollow Ranch, LLC, GRANTOR  
John Bosma, member/manager

John Bosma  
Signature

ACKNOWLEDGEMENT

State of Washington

§§

County of Jaloma

This certifies that on this 20<sup>th</sup> day of Sept., 2019, before me the undersigned personally appeared the above-named John Bosma, member/manager of Sage Hollow Ranch, LLC, on behalf of the company, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Gene M. Hall

My Commission Expires 12/23/22







UMATILLA ELECTRIC COOPERATIVE, GRANTEE

Sonja Bogart  
Signature

Sonja Bogart  
Printed Name

COO  
Title

**ACKNOWLEDGEMENT**

State of Oregon )  
County of Umatilla ) SS.

This certifies that on this 8<sup>th</sup> day of October, 2019, before me the undersigned personally appeared the above named Sonja Bogart, on behalf of **UMATILLA ELECTRIC COOPERATIVE**, in his/her capacity as Chief Operating Officer, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

Wendy Neal

My Commission Expires Jan 29, 2022

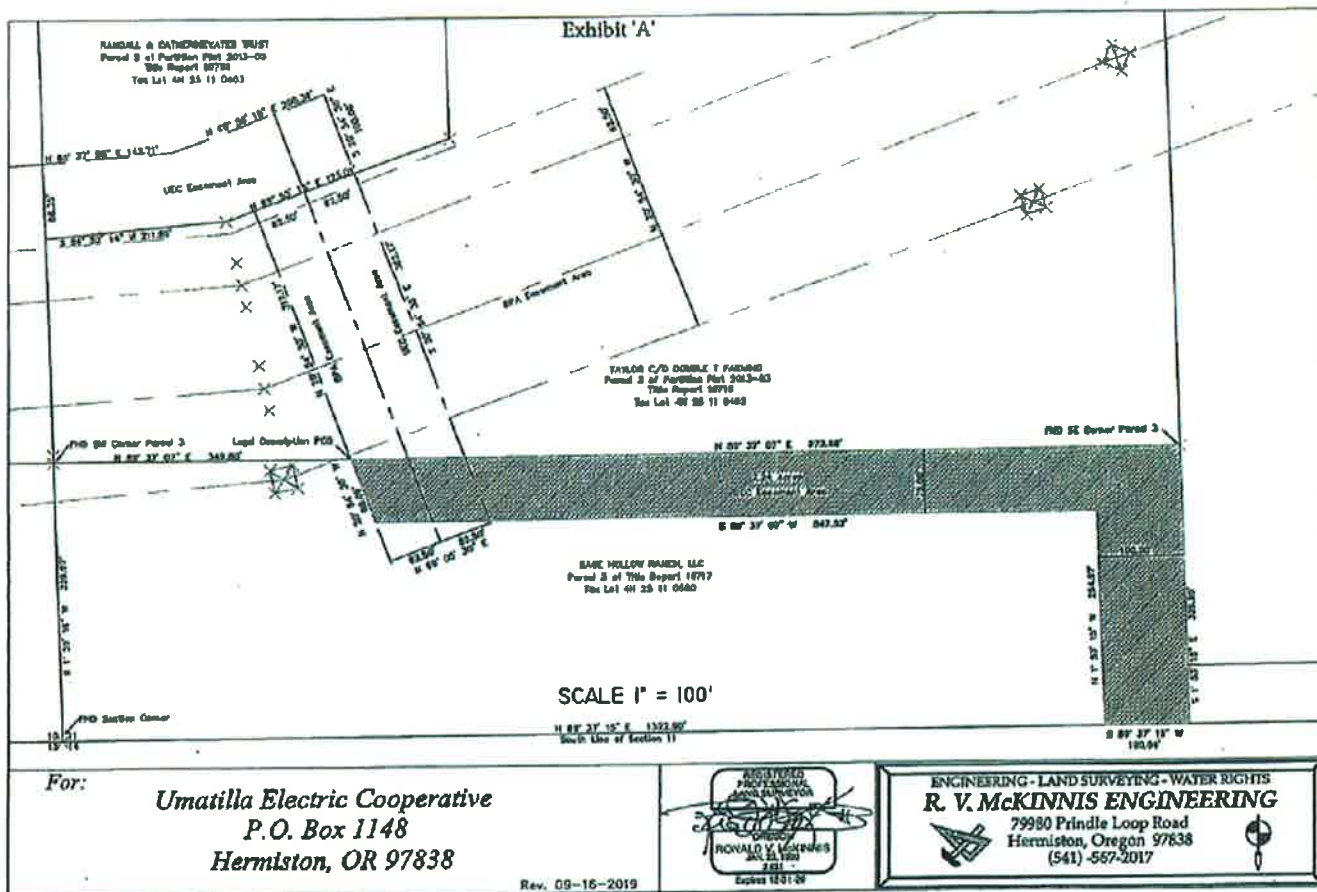
# Attachment B - 27

Exhibit 'A'  
Sage Hollow Ranch, LLC  
Easement Legal Description:

A 100 foot wide strip of land and a 75 foot wide strip of land located in the Southwest Quarter of the Southwest Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:  
Commencing at the Southwest Corner of said Section 11; thence North 1° 59' 16" West a distance of 329.97 feet to the Southwest corner of Parcel 3 of Partition Plot 2013-3, as filed in the files of Partition Plats of Morrow County; thence North 89° 37' 07" East along the South line of said Parcel 3 a distance of 349.80 feet to the Point of Beginning of this Easement Description; thence continuing North 89° 37' 07" East along the South line of said Parcel 3 a distance of 973.68 feet to the East line of said Southwest Quarter of the Southwest Quarter of Section 11; thence South 1° 53' 15" East a distance of 329.99 feet to the South line of said Section 11; thence South 89° 37' 15" West along the South line of said Section 11 a distance of 100.04 feet; thence North 1° 53' 15" West a distance of 254.97 feet; thence South 89° 37' 07" West a distance of 847.53; thence North 20° 54' 30" West a distance of 80.09 feet to the Point of Beginning.



# Attachment B - 28



# Attachment B - 29

**Exhibit 'A'**  
**Sage Hollow Ranch, LLC**  
**Easement Legal Description:**

A 70 foot wide strip of land located in the Southwest Quarter of the Southeast Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:  
The Southerly 70 feet the Southwest Quarter of the Southeast Quarter of said Section 11;  
EXCEPTING any and all road rights of way.

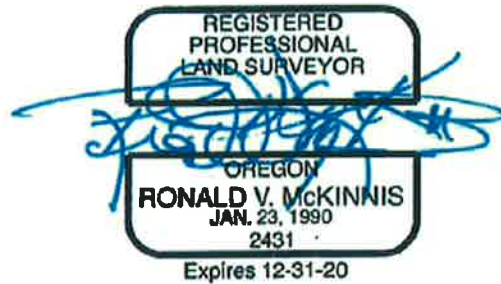


Exhibit 'A'

SAGE HOLLOW  
Parcel 5 of Title Report 10717  
Tax Lot 4N 25 11 0000  
Southwest Quarter of Southeast Quarter  
SECTION 11

RUPPEE ROAD  
11.17 04' W  
70.02  
70.01  
14  
20' 20'

S 85° 33' 00" W 1296.79'

2.08 Acres

1/4 Section Area

N 88° 53' 00" E 1296.50'

ROOT LANE

3.81 37' 19" S  
70.00

SCALE 1" = 100'

For:

*Umatilla Electric Cooperative*  
P.O. Box 1148  
Hermiston, OR 97838

Rev. 09-16-2019



ENGINEERING - LAND SURVEYING - WATER RIGHTS  
**R. V. MCKINNIS ENGINEERING**  
 79980 Prindle Loop Road  
 Hermiston, Oregon 97838  
 (541)-567-2017



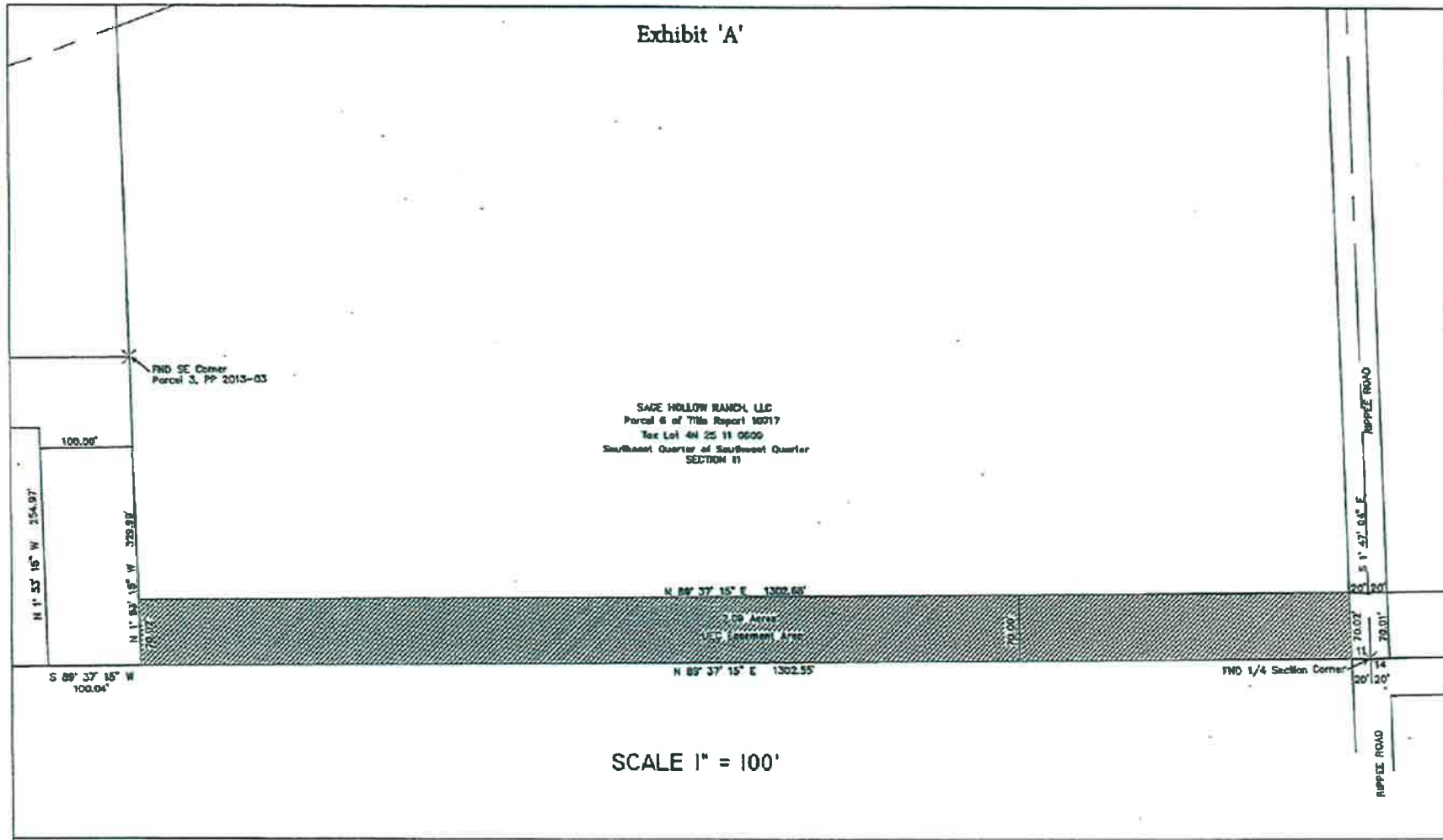


# Attachment B - 31

**Exhibit 'A'**  
**Sage Hollow Ranch, LLC**  
**Easement Legal Description:**

A 70 foot wide strip of land located in the Southeast Quarter of the Southwest Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:  
The Southerly 70 feet the Southeast Quarter of the Southwest Quarter of said Section 11;  
EXCEPTING any and all road rights of way.





For: *Umatilla Electric Cooperative*  
*P.O. Box 1148*  
*Hermiston, OR 97838*

Rev. 09-15-2019



ENGINEERING - LAND SURVEYING - WATER RIGHTS  
**R. V. MCKINNIS ENGINEERING**  
 79980 Prindle Loop Road  
 Hermiston, Oregon 97838  
 (541) -567-2017

# Attachment B - 33

## RECORDING COVER SHEET (Please Print or Type)

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

MOTC-ACCOM


### AFTER RECORDING RETURN TO:

City of Boardman  
200 City Center Circle, PO Box 229  
Boardman, OR 97818

MORROW COUNTY, OREGON	<b>2019-45626</b>
E-EAS	12/17/2019 11:46:02 AM
Cnt=1 SIn=23 TC	\$35.00 \$11.00 \$10.00 \$80.00
	<b>\$116.00</b>

I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)  
UEC and City of Boardman Easement of Township 4 North, Range 25 East of the Willamette Meridian, Section 12, M2002-3060

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160  
City of Boardman

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160  
Umatilla Electric Co-Op

4) TRUE AND ACTUAL CONSIDERATION  
ORS 93.030(5) - Amount in dollars or other  
\$ \_\_\_\_\_  Other

5) SEND TAX STATEMENTS TO:  
\_\_\_\_\_  
\_\_\_\_\_

6) SATISFACTION of ORDER or WARRANT  
ORS 205.125(1)(e)  
CHECK ONE:  FULL  
(If applicable)  PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)  
\$ \_\_\_\_\_

8) If this instrument is being re-recorded, complete the following statement, in accordance with ORS 205.244:  
"Re-recorded at the request of \_\_\_\_\_ to correct  
\_\_\_\_\_  
previously recorded in Book \_\_\_\_\_ and page \_\_\_\_\_, or as Fee Number \_\_\_\_\_"

# Attachment B - 34

AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative  
P.O. Box 1148  
Hermiston, Oregon 97838

UEC REF: Tax Lot 400

## EASEMENT

City of Boardman, a municipal corporation, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Umatilla Electric Cooperative, an Oregon cooperative corporation, Grantee, and to its licensees, successors or assigns, a perpetual and non-exclusive easement and right of way, the purpose of which is to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television and communication lines, or any related system and facilities on, across, over, or under a strip of land 100 feet wide located on property described below:

Township 4 North, Range 25 East of the Willamette Meridian, Section 12, and more particularly described in a deed recorded in Morrow County on January 3<sup>rd</sup>, 2002, as M2002-3060, Morrow County Records Office in Morrow County, State of Oregon.

See Exhibit "A" for Easement Legal Description and depiction of easement area.

Grantor further grants the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the easement area which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described easement area which may pose a hazard to the operation of the facilities within the easement area; to keep the easement clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described easement area.

Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

Because governmental approvals may be necessary from the land owning Grantor for Grantee to use the easement, Grantor appoints Grantee as Grantor's attorney in fact, agent, and authorized representative, to make and progress on Grantor's behalf, any and all land use and regulatory requests, and to make applications and requests to governmental entities and agencies, so Grantee may make use of this easement and its rights, including but not limited to the following: (1) applying for conditional use permits and progressing those applications through to completion and any modifications thereof, including defending the applications and appealing adverse decisions; and (2) applying for any other necessary governmental and administrative approvals and progressing them through to completion and any modifications thereof, including defending the applications and appealing adverse decisions. Grantor agrees not to make any objections to the above applications, or to oppose them in any way at any time. Grantor may not revoke these appointments during the effective period of this easement. All Grantee's applications and work shall be at its sole cost and expense.

# Attachment B - 35

Grantor covenants that it is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person: Easement; Microfilm No. M-46988, Morrow County Microfilm Records.

SIGNATURE PAGES TO FOLLOW

# Attachment B - 36

## EXHIBIT "A" City of Boardman Easement Legal Description:

A strip of land 100 feet in width along the southern boarder of Tax Lot number 400, described as follows:

A parcel of land located in Section 12 of Township 4 North, Range 25 East of the Willamette Meridian, in the County of Morrow and State of Oregon, being more particularly described as recorded in Morrow County Public Records on January 4, 2002 as document number 2002-3060:

COMMENCING at the Southeast corner of Section 12, of Township 4 North, Range 25 East of the Willamette Meridian in Morrow County; thence North  $1^{\circ} 36' 46''$  West along the East Line of said Section 12, a distance of 756.32 feet to the North right of way line of the West Extension Irrigation District Canal and True Point of Beginning of this description; thence continuing North  $01^{\circ} 36' 46''$  West along the East line of said Section 12, a distance of 52.05 feet to the outer edge of an Irrigation circle with a radius of 881.67 feet; thence Northwestwardly along the perimeter of said 881.67 foot circle a distance of 595.32 feet through an arc of  $38^{\circ} 41' 13''$  of which the cord of said arc bears North  $67^{\circ} 49' 18''$  West a distance of 583.07 feet; thence North  $41^{\circ} 14' 20''$  East, a distance of 787.52 feet to the Intersection of the East Section line of said Section 12; thence North  $1^{\circ} 36' 46''$  West along said East line of Section 12 a distance of 202.22 feet; thence North  $27^{\circ} 17' 15''$  West a distance of 733.88 feet to the perimeter of an 881.67 foot circle; thence Northeasterly along the arc of said 881.67 foot circle a distance of 331.00 feet through an arc of  $21^{\circ} 30' 36''$  whose chord bears North  $72^{\circ} 46' 11''$  East and a distance of 328.32 feet to the Intersection of the East line of said Section 12; thence along the East line of said Section 12 North  $1^{\circ} 36' 46''$  West a distance of 132.88 feet to the South right of way line of the Union Pacific Railroad mainline; thence North  $72^{\circ} 08' 58''$  West along said South right of way line of the Union Pacific Railroad a distance of 2790.73 feet to North-South centerline of said Section 12; thence South  $1^{\circ} 38' 29''$  East along the said North-South centerline of Section 12, a distance of 3454.68 feet to the North Right of way of Interstate Highway No. 84; thence South  $77^{\circ} 06' 26''$  East along the North right of way of Interstate No. 84 a distance of 290.98 feet to the intersection with the North right of way of the West Extension Irrigation District Canal; thence Northeasterly along the North right of way of the West Extension Irrigation District Canal to the Point of Beginning of this description. Said parcel containing 147.12 Acres.

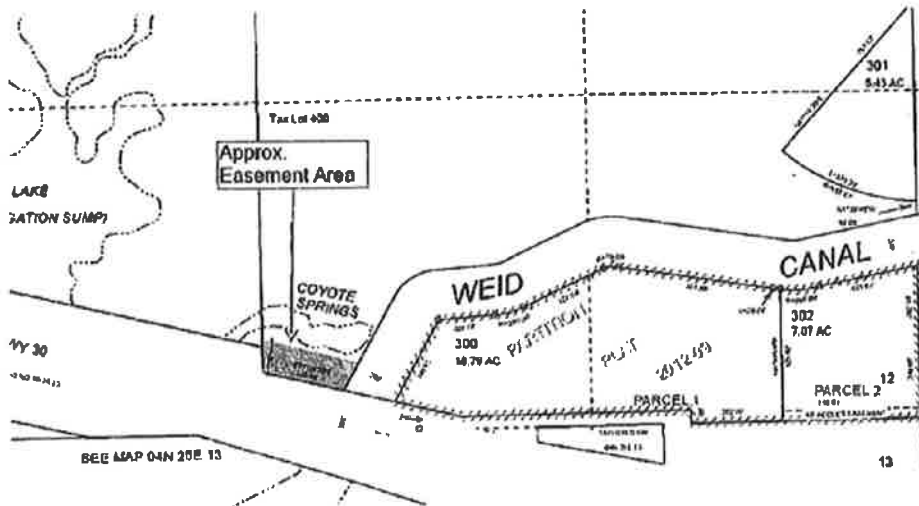


Illustration NOT TO SCALE

# Attachment B - 37

Exhibit 'A'  
City of Boardman  
Tax Lot 4N 25 12 #400  
Easement Legal Description:

A 100 foot wide strip of land located in the Southwest Quarter of the Southeast Quarter of Section 12, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:  
Commencing at the South Quarter Corner of said Section 12; thence North 1° 13' 08" West, along the Center Section Line of said Section 12, a distance of 219.45 feet to a point on the North right of way line of Interstate 84, AKA Columbia River Highway and True Point of Beginning of this description; thence South 77° 08' 28" East along the said North right of way line a distance of 295.89 feet to a point on the intersection with the West right of way line of the West Extension Irrigation District Canal; thence North 29° 07' 08" East along the said West right of way line of said Canal, a distance of 104.17 feet; thence North 77° 06' 28" West a distance of 350.14 feet to the Center Section line of said Section 12; thence South 01° 13' 08" East along the said center Section line of said Section 12 a distance of 103.10 feet to the Point of Beginning.







# Attachment B - 39

Dated this 3<sup>rd</sup> day of December, 2019.

CITY OF BOARDMAN, GRANTOR

Signature *Sandra F. Toms*

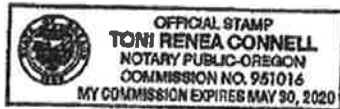
Printed Name Sandra F. Toms

Title of Officer Mayor

### ACKNOWLEDGEMENT

State of Oregon )  
County of Macrow ) SS

This certifies that on this 3<sup>rd</sup> day of December, 2019, before me the undersigned personally appeared the above named Sandra F. Toms who is the Mayor for the City of Boardman, on behalf of the corporation, known to me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that they executed the same.



*Toni Renea Connell*

My Commission Expires May 30, 2020

# Attachment B - 40

## Consent to Land Use Application

This document serves as notice that **Terra Poma Land, LLC**, as owner of the real property commonly known as Tax ID: **T04N R26E Section 07 Tax Lot 201**, and as more particularly described below, expressly gives permission for Umatilla Electric Cooperative to file a land use application with the County of Morrow for permits necessary for the construction of a proposed transmission line and related facilities that may pass upon its Property.

### Property Description

Property Location:	Directly east of Hwy 730 at I-84 In Morrow County OR. (See attached)
Landowner(s) in Title:	Terra Poma Land, LLC
Assessor's Tax Map Description:	04N26E07 Section 07 Tax Lot 201
Landowner Mailing Address:	PO Box 862 Hermiston OR 97838
Landowner Telephone No:	[if known]

Terra Poma Land, LLC

Owner

  
Authorized Agent Name (printed)

Ken Vandewall  
Authorized Agent Signature

1/16/2020  
Date

# Attachment B - 41

Morrow County

Authorization to File a  
Land Use Permitt  
Application

Attachment

County Assessor's Map:

Township	Range	Section	Subsection	Tax Lot
4N	26E	07		201

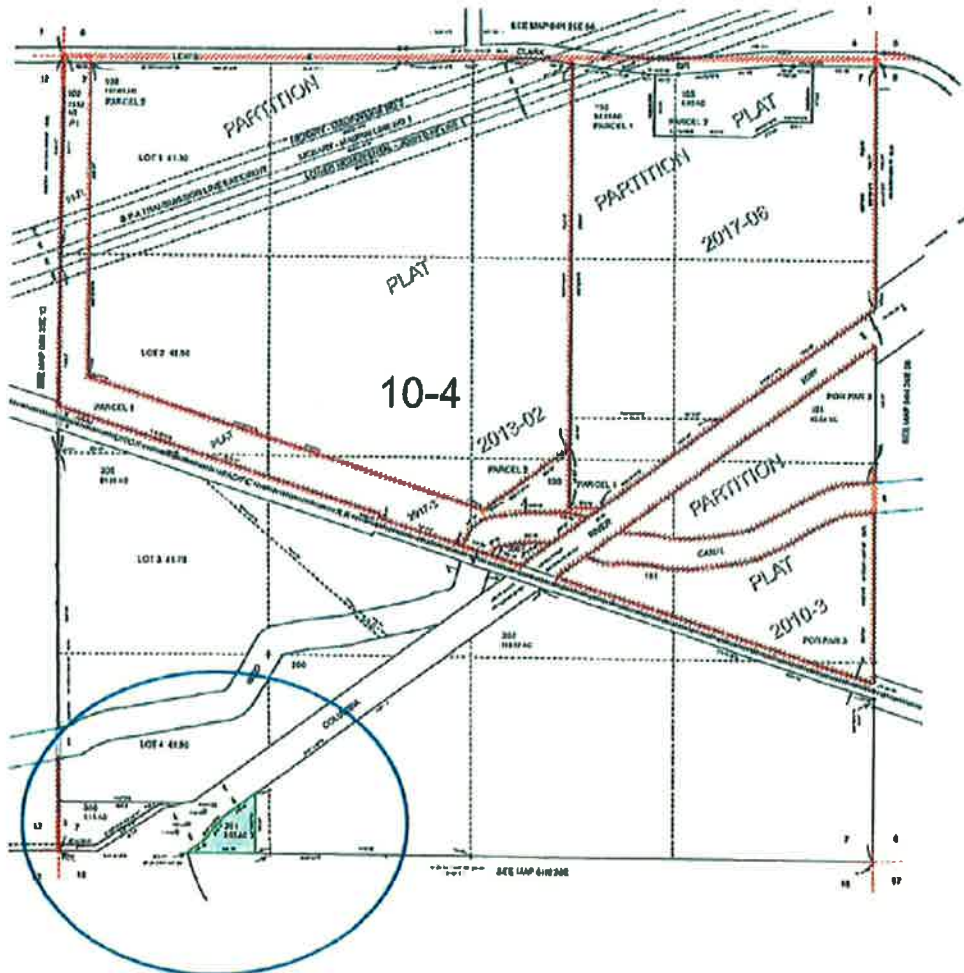
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSES ONLY



SECTION 7 T.4N. R.26E. W.M.  
MORROW COUNTY  
1" = 400'

04N26E07

CompMap  
104



RevMap 63  
01/05/2018

04N26E07

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

PCN 4

In the Matter of

UMATILLA ELECTRIC  
COOPERATIVE,

Petition for Certification of Public  
Convenience and Necessity.

RULING

**DISPOSITION: MOTION GRANTED; PROCEDURAL SCHEDULE MODIFIED**

On May 19, 2020, Staff filed a motion to modify the procedural schedule, with expedited consideration requested. Staff represents that Umatilla Electric Cooperative does not oppose the motion. The current schedule called for written comments to be filed on May 19, 2020, which necessitated the expedited consideration. To better conform to the rescheduled public comment hearing date of June 4, 2020, Staff proposes to adjust the deadlines for written public comment and petitions to intervene to the following:

<b>EVENT</b>	<b>DATE</b>
Public Comment Hearing	June 4, 2020
Deadline for Written Public Comment	June 5, 2020
Requested Petition to Intervene Deadline	June 10, 2020

I find that Staff has shown good cause to revise the procedural schedule as set forth above.

**RULING**

The motion to modify the procedural schedule filed by Staff is granted, and the proposed procedural schedule modifications are adopted.

Dated this 22nd day of May, 2020, at Salem, Oregon.



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Christopher J. Allwein  
Administrative Law Judge

Attachment: Notice of Contested Case Rights and Procedures

## NOTICE OF CONTESTED CASE RIGHTS AND PROCEDURES

Oregon law requires state agencies to provide parties written notice of contested case rights and procedures. Under ORS 183.413, you are entitled to be informed of the following:

**Hearing:** The time and place of any hearing held in these proceedings will be noticed separately. The Commission will hold the hearing under its general authority set forth in ORS 756.040 and use procedures set forth in ORS 756.518 through 756.610 and OAR Chapter 860, Division 001. Copies of these statutes and rules may be accessed via the Commission's website at [www.puc.state.or.us](http://www.puc.state.or.us). The Commission will hear issues as identified by the parties.

**Right to Attorney:** As a party to these proceedings, you may be represented by counsel. Should you desire counsel but cannot afford one, legal aid may be able to assist you; parties are ordinarily represented by counsel. The Commission Staff, if participating as a party in the case, will be represented by the Department of Justice. Generally, once a hearing has begun, you will not be allowed to postpone the hearing to obtain counsel.

**Notice to Active Duty Servicemembers:** Active Duty Servicemembers have a right to stay these proceedings under the federal Servicemembers Civil Relief Act. For more information contact the Oregon State Bar at 800-452-8260, the Oregon Military Department at 503-584-3571 or the nearest United States Armed Forces Legal Assistance Office through <http://legalassistance.law.af.mil>. The Oregon Military Department does not have a toll free telephone number.

**Administrative Law Judge:** The Commission has delegated the authority to preside over hearings to Administrative Law Judges (ALJs). The scope of an ALJ's authority is defined in OAR 860-001-0090. The ALJs make evidentiary and other procedural rulings, analyze the contested issues, and present legal and policy recommendations to the Commission.

**Hearing Rights:** You have the right to respond to all issues identified and present evidence and witnesses on those issues. *See* OAR 860-001-0450 through OAR 860-001-0490. You may obtain discovery from other parties through depositions, subpoenas, and data requests. *See* ORS 756.538 and 756.543; OAR 860-001-0500 through 860-001-0540.

**Evidence:** Evidence is generally admissible if it is of a type relied upon by reasonable persons in the conduct of their serious affairs. *See* OAR 860-001-0450. Objections to the admissibility of evidence must be made at the time the evidence is offered. Objections are generally made on grounds that the evidence is unreliable, irrelevant, repetitious, or because its probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or undue delay. The order of presenting evidence is determined by the ALJ. The burden of presenting evidence to support an allegation rests with the person raising the allegation. Generally, once a hearing is completed, the ALJ will not allow the introduction of additional evidence without good cause.

Notice of Contested Case Rights and Procedures continued

**Record:** The hearing will be recorded, either by a court reporter or by audio digital recording, to preserve the testimony and other evidence presented. Parties may contact the court reporter about ordering a transcript or request, if available, a copy of the audio recording from the Commission for a fee set forth in OAR 860-001-0060. The hearing record will be made part of the evidentiary record that serves as the basis for the Commission's decision and, if necessary, the record on any judicial appeal.

**Final Order and Appeal:** After the hearing, the ALJ will prepare a draft order resolving all issues and present it to the Commission. The draft order is not open to party comment. The Commission will make the final decision in the case and may adopt, modify, or reject the ALJ's recommendation. If you disagree with the Commission's decision, you may request reconsideration of the final order within 60 days from the date of service of the order. *See* ORS 756.561 and OAR 860-001-0720. You may also file a petition for review with the Court of Appeals within 60 days from the date of service of the order. *See* ORS 756.610.



**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):**

CARES Act will be providing 100 percent funding of the FAA AIP projects for 2020. I got a hold of Ian at FAA, and he concurred that the Hangar Feasibility Study is consistent with intended CARES Act funding since we won't actually be constructing any items or requiring any environmental coordination.

The intention would be to use this \$20,000 funding to help with the feasibility study.

**2. FISCAL IMPACT:**

205.250.5.40.4303

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

Motion to accept and sign the CARES agreement from the FAA.

Attach additional background documentation as needed.





# Federal Aviation Administration

## CARES Act Airport Grants – Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The FAA has additional information unrelated to CARES Act grants for airport sponsors considering COVID-19 restrictions or accommodations. That information is available at [www.faa.gov/airports](http://www.faa.gov/airports).

The guidance here is not legally binding in its own right and will not be relied upon by the Federal Aviation Administration (FAA) as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

These FAQs will be updated periodically.

---

### General Questions

**Q1: How does the Coronavirus Aid, Relief, and Economic Security (CARES) Act benefit airports?**

**A:** Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency.

**Q2: Who is eligible to receive funding?**

**A:** These funds are available only to sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airports System (NPIAS).

**Q3: Where is this funding coming from?**

**A:** The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency. The FAA's Office of Airports will administer these grant funds to airport sponsors.

**Q4: What is the period of availability to obligate or spend CARES Act funding?**

**A:** Funds are available until expended. There is no deadline to obligate funds available under the CARES Act. Nevertheless, the FAA intends to award grants and obligate these funds on an expedited basis. The FAA encourages airport sponsors to spend funds expeditiously to reduce the adverse impacts of the current public health emergency.

**Q5: Is there a deadline by which funds for operating expenses must be used?**

**A:** No. However, grants for operating expenses may not include activities prior to January 20, 2020.

**Q6: How will this funding be allocated to airport sponsors?**

**A:** The \$10 billion in funding is divided into four groups. The CARES Act establishes formulas for each group to allocate the funds to specific airports. Because the CARES Act allocates all funds by formula or to increase the Federal share for grants funded under fiscal year (FY) 2020 appropriations, none of these funds are discretionary. These four groups are:

- (1) 100% Federal share for 2020 Airport Improvement Program (AIP) Grants. At least \$500 million is available to increase the Federal share to 100% for grants awarded under the fiscal year (FY) 2020 appropriations cycle for FY 2020 AIP and FY 2020 Supplemental Discretionary grants. The Federal share for FY 2018 and 2019 Supplemental Discretionary grants will not increase.
- (2) Commercial Service Airports. At least \$7.4 billion is available to Commercial Service Airports for any purpose for which airport revenues may lawfully be used. The total allocation to an airport is determined by the following formula:
  - a. 50% of the total allocation is based on the number of enplanements the airport had during calendar year 2018 as a percentage of total 2018 enplanements for all commercial service airports.
  - b. 25% of the total allocation is based on the sponsor's fiscal year 2018 debt service as a percentage of the combined debt service for all commercial service airports; and
  - c. 25% of the total allocation is based on the sponsor's fiscal year 2018 ratio of unrestricted reserves to its respective debt service.
- (3) Primary Airports. Up to \$2 billion is available to large, medium, and small hub airports and non-hub primary airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based upon statutory AIP primary entitlement formulas. However, the \$26 million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations.

- (4) General Aviation Airports. At least \$100 million is available to general aviation airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars.

**Q7: How is the 100% Federal share determined?**

**A:** When a grant is awarded, the Federal share is determined by the category of airport and the airport development goal. This Federal share is specific to each grant. To implement the CARES Act requirement and award AIP and Supplemental Discretionary grants appropriated for FY 2020 at a 100% Federal share, the FAA will calculate the increased Federal share for each AIP grant. The FAA will amend FY 2020 grants that already have been executed to adjust to the 100% Federal share. The FAA will award and execute the remaining FY 2020 grants with a 100% Federal share.

**Q8: Do CARES grants have a local match?**

**A:** No. Funds under the CARES Act are available at a 100% Federal share.

**Q9: How can an airport sponsor use CARES grant funds?**

**A:** An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's [Policy and Procedures Concerning the Use of Airport Revenues \("Revenue Use Policy"\)](#), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy document defines permitted and prohibited uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport.

**Q10: Can I use CARES grant funds for new airport development on the airport?**

**A:** Yes. However, additional requirements apply. To make these critical CARES funds available as quickly as possible, the FAA is issuing non-construction grants that permit expenditure for airport operating expenses (such as payroll) and to pay airport debt service. A recipient of a CARES grant that wishes to use the funds for new airport development or construction (i.e., to award a contract after March 27, 2020, for airport development) should contact its local Airports District Office or Airports Regional Office to make arrangements to do so. That office will ensure that such development is consistent with all of the recipient's prior Federal obligations, meets safety and security standards, meets National Environmental Policy Act (NEPA), prevailing wage, Buy American, Veterans' Preference, and Disadvantaged Business Enterprise Program requirements, and meets other specific requirements for new airport development under the CARES Act.

**Q11: Are there any other specific requirements for accepting CARES grant funds?**

**A:** Yes. The airport sponsor must continue to employ, through December 31, 2020, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. The Secretary of Transportation may waive this workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. The workforce retention requirement does not apply to non-hub or non-primary airports.

**Q12: How do small, medium and large hub airport sponsors report their respective compliance with the employee retention requirement?**

**A:** Airport sponsors must certify compliance with the CARES Act employment requirements (outlined in Q11) at the time of grant execution and report employment totals quarterly on June 30, September 30, and December 31, 2020. That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor intends to request a waiver from the employment requirements, it should do so no less than 30 days prior to a quarterly report date and provide documentation supporting its request.

**Q13: Are multi-year grants eligible for a 100% Federal share under the CARES Act?**

**A:** The FAA will provide a 100% Federal share for multi-year grants issued in FY 2020 under FY 2020 appropriations (Pub. L. 116-94). Future year funding for FY 2020 multi-year grants will continue to provide a 100% Federal share as long as CARES matching funds remain. Once matching funds are exhausted, FY 2020 multi-year grants will revert to the normal sponsor share. Multi-year grants issued in FY 2019 or earlier are not eligible for a 100% Federal share because they were issued under different appropriations laws. These grants will continue to be funded under the terms of the Grant Agreement.

**Q14: If an airport sponsor owns or operates multiple airports, may CARES Act Airport Grant funds be pooled?**

**A:** Yes. An airport sponsor may use funds at any airport under its control.

**Q15: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for CARES Act Airport Grants?**

**A:** No. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and

Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under the CARES Act.

**Q16: Are airports in U.S. territories eligible for CARES Act Airport Grants?**

**A:** Yes. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

**Q17: Can an airport sponsor use CARES Act Airport Grants and funding from other Federal programs to pay for expenses related to the COVID-19 public health emergency?**

**A:** CARES Act Airport Grants may be used for airport operating expenses that arise due to the COVID-19 public health emergency. The FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its CARES Act Airport Grant for expenses that have been reimbursed under another program.

### Questions on Allocation Formulas

**Q-F1: What financial information is the FAA using to determine distribution of the 50% of the \$7.4 billion available under the CARES Act for commercial service airports that pertains to an airport's debt ratio?**

**A:** This information is taken from each commercial service airport sponsor's annual financial report. By law, since 1994, each Chief Financial Officer (or equivalent) of a commercial service airport must certify an annual financial report to the FAA. FAA Advisory Circular (AC) 150/5100-19D, "Guide for Airport Financial Reports Filed by Airport Sponsors," provides detailed instructions on the use of the Certification Activity Tracking System (CATS), including how the system relates to government accounting requirements. Each airport must submit and certify its annual financial report within 120 days of the end of its fiscal year. The FAA used the FY 2018 CATS data for all airports, reported as of March 14, 2020, to calculate allocations under the CARES Act formulas. The FAA is not accepting sponsor-requested amendments to certified CATS data for purposes of calculating CARES Act Airport Grants allocations. Where the FAA's preliminary review identified airports whose submissions raised technical issues, the FAA worked closely with those airports to address and correct those issues.

**Q-F2: What is the CARES Act phrase "each sponsor's ratio of unrestricted reserves to their respective debt service" intended to accomplish?**

**A:** In general, the higher an airport's reserves are, or the lower its debt service is, the more it may be allocated under this ratio.

**Questions on Grant Application, Agreement, and Invoicing**

**Q-GA1: Is a grant application required to receive CARES Act Airport Grants?**

**A:** Yes, with one exception. After the Secretary of Transportation announces awards under the CARES Act, each airport sponsor must submit a grant application to access those funds. However, sponsors do not need to apply for the increased Federal share of FY 2020 AIP or FY 2020 Supplemental Discretionary grants.

**Q-GA2: Will the FAA use a standard grant application form or one specifically designed for this program?**

**A:** The FAA will use the Office of Management and Budget (OMB) SF-424, *Application for Federal Assistance*.

**Q-GA3: When will CARES Act Airport Grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?**

**A:** The FAA will provide this application to airport sponsors through the local Airports District Office or Airports Regional Office shortly after the Secretary announces CARES Act Airport Grants awards. The FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

**Q-GA4: Will the FAA use a standard AIP grant agreement or one specifically designed for this program?**

**A:** The FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under the CARES Act and makes funds immediately available for expenses, other than airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

**Q-GA5: Does a CARES Act Airport Grant require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?**

**A:** Generally, no. If an airport sponsor uses its CARES Act Airport Grant for operational expenses, the standard FAA Airport Sponsor Grant Assurances do not apply. The CARES Act Airport Grants for operational expenses remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Some laws outside of 49 U.S.C. chapter 471 also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its CARES Act Airport Grant for new airport development, additional requirements apply (see Q10). Additionally, CARES Act Airport Grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the [FAA Revenue Use Policy](#). The CARES Act does not, however,

void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

**Q-GA6: How will an airport sponsor submit payment requests for CARES Act Airport Grants?**

**A:** The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Airport sponsors will continue the current practice of submitting underlying payment request documentation. Examples of documentation include payroll receipts, janitorial contract invoices, and debt service payments. The FAA will review invoices manually to ensure adequate oversight, but it will process payments quickly.

**Questions on Use of Funds**

**Q-U1: Can CARES Act Airport Grants funds be used to purchase an aviation or aviation easement?**

**A:** Yes, provided the purchase is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). The airport sponsor should consult with its local Airports District Office or Airports Regional Office because this purchase could be considered "airport development" and subject to additional requirements. See Q10.

**Q-U2: Can CARES Act Airport Grants funds be used to accelerate structured settlement agreements or pay the penalty for early defeasement of debt?**

**A:** Yes, provided the use of funds is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). If any part of the debt had been approved for Passenger Facility Charge (PFC) collections, the airport sponsor may have to amend its PFC approval to reflect the change.

**Q-U3: Can CARES Act Airport Grants funds be used for a surface access project (roads or rail/transit)?**

**A:** Yes. This use is airport development and, therefore, additional requirements apply. See Q10.

**Q-U4: Can CARES Act Airport Grants funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?**

**A:** Yes, provided the prepayment is a *bona fide* transaction where the sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.

- Q-U5: Can CARES Act Airport Grants funds be deposited in the airport sponsor's reserve account (or invest them for future use)?**  
**A:** No. The FAA would not be able to ensure a potential future use is a use consistent with the CARES Act requirement. Airports should submit invoices and underlying documentation for airport expenditures. See Q-GA6.
- Q-U6: Can CARES Act Airport Grants funds be used to help bolster the local government's pension fund?**  
**A:** Generally, no. However, if the fund has historically been supported by the airport and the support is proportional to the share paid to airport retirees, then the airport should consult with its local Airports District Office or Airports Regional Office, to determine if such a use is appropriate.

#### **Questions on Environmental Review**

- Q-E1: Are there any environmental requirements associated with increases to 100% Federal share for FY 2020 AIP grants?**  
**A:** All projects funded for AIP and Supplemental Discretionary grants under FY 2020 appropriations continue to be subject to environmental requirements. However, no additional environmental analysis is required for the Federal share increase.
- Q-E2: Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service?**  
**A:** No. These types of grants have no potential to impact the environment, and therefore are not major federal actions subject to National Environmental Policy Act (NEPA) review.

#### **Questions on Administration under the State Block Grant Program**

- Q-SB1: What is the State Block Grant Program (SBGP)?**  
**A:** In 1987, Congress authorized the FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), the FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.
- Q-SB2: How will the FAA Administer CARES Act funding for States participating in the SBGP?**  
**A:** The FAA Airport Improvement Program Branch (APP-520) will utilize its existing relationships with the States participating in the SBGP for administration of CARES Act Airport Grants. These participants have relationships with airport



sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

**Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for CARES Act Airport Grants?**

**A:** Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout CARES Act Airport Grants implementation and administration.

**Q-SB4: Do CARES Act Airport Grants funding allocations work differently for the SBGP?**

**A:** No. The FAA will calculate each airport sponsor's allocation based on formulas in the CARES Act. The Secretary of Transportation will announce these award amounts along with all awards under the CARES Act Airport Grants program.

**Q-SB5: How much CARES Act funding may States participating in the SBGP distribute?**

**A:** The CARES Act provides for specific allocations to each airport sponsor. The FAA will aggregate the amounts announced for each airport sponsor into one State award.

**Q-SB6: How may States participating in the SBGP allocate CARES Act Airport Grants?**

**A:** States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under the CARES Act. The FAA expects States to make these sub-awards on an expedited basis, for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current public health emergency. States must follow 2 CFR part 200 requirements for CARES Act Airport Grants and sub-awards.

**Q-SB7: What application and grant agreement will be used for sub-grants?**

**A:** States participating in the SBGP will use a streamlined application and grant agreement process similar to what the FAA is using for all CARES Act Airports Grants. The FAA will provide States with template documents after these grants are announced.

**Q-SB8: Can States participating in the SBGP mix FY 2020 AIP funds and additional funds to increase the Federal share under the CARES Act?**

**A:** No. The (1) FY 2020 AIP and Supplemental Discretionary funds are separate from the (2) CARES Act funds to increase the Federal share. States must separately account for the two different funding sources as they are drawn down to ensure each appropriation is spent as intended.

**Q-SB9: What if my State legislature needs to approve the acceptance of CARES Act funding?**

**A:** The FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.

**Q-SB10: Can CARES Act Airport Grants be sub-awarded to airport sponsors that had previously opted out of the SBGP?**

**A:** No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted-out in FY 2020 or do not participate in the SBGP. The FAA will administer grants for those airport sponsors.

**Q-SB11: What are the reporting requirements for CARES Act Airport Grants?**

**A:** States participating in the SBGP will continue the current practice of providing sub-award reporting information on CARES Act Airport Grants to the FAA upon request.

**Q-SB12: Will CARES Act Airport Grants require end-of-fiscal-year reporting like other AIP funding?**

**A:** Yes. CARES Act Airport Grants funds will be included in the Annual Report of Federal Funding at the end of FY 2020.

**Q-SB13: How will payment requests be submitted for CARES Act Airport Grants?**

**A:** The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.

**Q-SB14: Will the FAA audit CARES Act Airport Grants administered by States participating in the SBGP?**

**A:** Yes. The FAA will include audits of CARES Act Airport Grants in its annual audit process.

## CARES Act Grant Transmittal Letter

Dear Mr. Scrivner:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-41-0034-010-2020 for Lexington Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 5, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Ian Bradshaw, by email that the grant is administratively and financially closed. Ian Bradshaw is readily available to assist you as your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



William C. Garrison  
Acting Manager  
Seattle Airport District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## CARES ACT AIRPORT GRANT AGREEMENT

### PART I – OFFER

Federal Award Offer Date May 12, 2020

Airport/Planning Area Lexington Municipal Airport – Lexington, Oregon

CARES Grant Number 3-41-0034-010-2020 (Contract Number: DOT-FA20NM-K0033)

Unique Entity Identifier 010741189

TO: Morrow County, Oregon  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 21, 2020, for a grant of Federal funds at or associated with the Lexington Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Lexington Municipal Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Lexington Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the

same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$20,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
  
The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 5, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award

- Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**17. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**18. Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
    - a. Associated with performance under this award; or



- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
- 4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

**19. Employee Protection from Reprisal.**

**A. Prohibition of Reprisals –**

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Employee Retention.** For Large, Medium, and Small Hub Airports only: [insert name of airport sponsor], owner and operator of [insert name of airport], as a [insert hub size] hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### **SPECIAL CONDITIONS**

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

**William C. Garrison**

*(Typed Name)*

**Acting Manager, Seattle ADO**

*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated \_\_\_\_\_

\_\_\_\_\_  
Morrow County, Oregon

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have

reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

## CARES ACT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

###### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in



connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



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

(For BOC Use)
Item #

79

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

Presenter at BOC: Eric Imes (Assistant Road Master)
Department: Public Works - Roads
Short Title of Agenda Item:

Phone Number (Ext): 541-256-0576
Requested Agenda Date: June 3, 2020

(No acronyms please)

Purchase Pre - Authorization of a water tank and components mounted
on our chassis by the tank supplier.

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 minutes
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Smith Equipment & Welding

Contractor/Entity Address: 13800 NE Allen Creek Road Prineville, Oregon 97754

Effective Dates - From:

Through:

Total Contract Amount: \$31,217.00

Budget Line: 201-220-5-40-4401

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

Reviewed By:

Department Director
DATE
Administrator
DATE
County Counsel
DATE
Finance Office
DATE
Human Resources
DATE

Required for all BOC meetings

Required for all BOC meetings

\*Required for all legal documents

\*Required for all contracts; other
items as appropriate.

\*If appropriate

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Public Works would like to purchase a new 4500 gallon water tank and spray components. Smith Equipment & Welding will shorten the wheel base and install tank and all components on a truck that we purchased in 2018. This truck was purchased to complete temporary bridge and structure work. It is fitted with a scissor lift platform and a 40 foot boom crane. The plan was to pull the platform and crane after structure work was completed, send those components to state surplus and use the chassis for another application.

Replacing our current 34 year old water truck has become necessary. The entire suspension needs replaced, the engine will need major repair soon, and the electrical system is failing. Also the water tank has become fatigued to a point that we are constantly repairing stress cracks. It is my hope to get this water truck to state surplus while it is still operational and worth some money.

Attached are two quotes: Smith Equipment & Welding @ \$31,217.00

Randco Tank (w/o wheel base mods) @ \$42,723.82

I attempted to get a third quote from Knapheide in Portland. Salesman Randy, told me it would be very expensive because they would have to ship the chassis back east to their tank shop. Randy did not want to waste either of our time with a quote he couldn't compete on. I asked for suggestions on other tank suppliers. The two other shops locally he knew of had closed down. He suggested calling Smith Equipment & Welding in Prineville. He says they do great work at prices most competitors cannot compete with. I thanked him for his advice and time.

## **2. FISCAL IMPACT:**

This purchase would pull from Capital Outlay expense budget 201-220-5-40-4401 in the amount of \$31,217.00. Smith Tank did say there may be added expense to shorten the wheel base depending on frame wiring and air tank placement. They could not give an exact price site unseen. If there is added expense. I believe it would be minimal. +

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

Motion to approve pre - authorization to purchase a new 4500 gallon tank and all necessary components to be installed by Smith Equipment & Welding in the approximate amount of \$31,217.00.

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Attach additional background documentation as needed.

Deluxe Installed Proposal  
**Smith Equipment & Welding**  
P.O. Box 625~13800 NE Allen Creek Road  
Prineville, Oregon 97754  
800-777-2342~FAX 541-447-2810

<b>To: Morrow County Road Department</b>	<b>Phone: (541)240-1789</b>	<b>Date: 3/18/2020</b>
	<b>Cell:</b>	<b>Fax:</b>
	<b>Email: mcshop@co.morrow.or.us</b>	
<b>Contact: Buzz</b>		

*We hereby submit specifications and estimates for:*

**New Approximate 4500 gal. 18 ft Smith Water tank system, 1,000 g.p.m. Smithco pump, PTO, Interior epoxy primer coated, 6 Spray system (2) front sprays, (2) rear sprays, (2) side spray,(2) 1 ½" Ball valve outlet & (1) 2 ½" Ball Valve outlet, Self-loading w/ hose & storage, 1½ Hose reel with hose and spray nozzle, 4" Betts Valve at rear of tank, Back up work lights, Fender Kit, Frame steam cleaned & painted chassis black, Frame extension combo push block tool box, Cab controls console, DOT lighting, Mud flaps, Tank painted white, Shorten wheel base.**

**Notes:**

**We propose to furnish material and labor-complete in accordance with the above specifications, for the sum of: Thirty One Thousand, Two Hundred Seventeen, and no/100 (\$31,217.00)**

*We Do NOT guarantee weight of truck once complete. Payment to be made as follows: 20 % Down. Net Due Upon Completion, a 5% fee of unpaid Balance will be added each month after 30 days from completion date until balance is paid.*

*\*All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.*

**Authorized by:** \_\_\_\_\_  
(SEW Manager)

**Note:** This proposal may be withdrawn by us at any time. If not accepted by you within 30 days this proposal may be withdrawn and could be subjected to a price change. Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

**Accepted by:** \_\_\_\_\_  
(Purchase)

**Randco Tanks**  
P.O. Box 277  
Kelso, WA 98626  
360-425-9100  
sales@randcotanks.com  
www.randcotanks.com



**ADDRESS**

Buz Wainwright  
morrow.or.us  
mcshop@co.morrow.or.us  
5412401789

**Estimate 3102**

**DATE 03/19/2020**

**CUSTOMER P.O.#**  
Buz Morrow County

**SALES REP**  
KES

PRODUCT / SERVICE	DESCRIPTION	QTY
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-Notes-  
--Truck Back of Cab to the CT is very large. Tank estimated placement would be 156" from front of the tank to the CT  
-I would recommend shortening the Wheelbase to put this tank or the 4000-gallon tank on. The back of the cab to the front of the tank would be about. 40".  
-Is the customer wanting to meet DOT legal weight or Gvwr?  
-This tank currently has 3 compartments. I've attached a transverse extra baffle to make this a 4 compartment tank  
- Can you provide pictures of the current truck? This way I can confirm the correct amount of supplies for inlet plumbing.  
-If things are in the way of mounting the pump and plumbing. They will be priced later as bill and materials to move them. (Let work together  
-How are you going to use the truck? Dust control, street flushing? I've attached the pump curve for you. Let me know if this is what your wanting.  
-When looking at weight of the system full. We estimate 10lbs per gallon.  
--Hydraulics are currently not included into the estimate.

18' Std 4250	18' Standard Profile 4250 (approx) Gallon Tank (Elliptical Flat Side Tank), (18' L x 60" H x 94" W) Entire Tank Welded Inside and Out Front and Rear Heads Dished 4" 3/16" Heads and Baffles (Baffled With 22" Crawl Holes) 1/4" Steel Subframe with Cross Members and Bolsters Rubber Padded Perma Slats Welded to Tank Subframes 2-Lift Eyes Top of Tank Rear Anti Skid Ladder 2.5" Hydrant Fill to Top of Manway with Components 24" x 24" Manhole (lid not included) 2-View Tube Ports (1-front, 1-rear) Brackets Tank Primered Coated	1
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Project Starts after Signed Estimate and 25% Down(Non-Refundable). Any invoice not paid within thirty (30) days of billing is subject to a 1.5% monthly interest charge. If customer terminates or cancels this sale prior to full delivery and payment, customer will be liable for a cancellation fee of up to 25%. Customer agrees to pay any cancellation fee within ten (10) days of the cancellation.



PRODUCT / SERVICE	DESCRIPTION	QTY
<b>BUNDLE - Fender System</b>	Tank Fender System to cover tandem and pusher axle INSTALLED	1
<b>BUNDLE - View Tube System</b>	View Tube System // INSTALLED	1
<b>BUNDLE - Mud Flap System</b>	Mud Flap System - Front & Rear // INSTALLED	1
<b>BUNDLE // Quarter Turn Discharge System // 2.5"</b>	2.5" Quarter Turn Discharge System // INSTALLED on the driver side spray manifold	1
<b>Quick Dump - Manual (Installed)</b>	10" x 10" Randco Quick Dump Valve - Manual - Painted (Installed)	1
<b>Extended Chute (Installed)</b>	36" Extended Chute for Quick Dump Valve - Painted	1
<b>2.5" Legal load valve</b>	2.5" Legal load valve ( plumbing inside tank to the bottom outside with vic fitting, 90 elebow, ball valve)	1
<b>Beacon Light - LED - Amber</b>	Amber LED Beacon Light (INSTALLED)-Controlled from one switch--	2
<b>4" Work Light (INSTALLED)</b>	4" Work Light Pedestal Mount - LED INSTALLED -Rear mounted facing rear. Controlled by 1 switch.--	2
<b>Reverse lighting wiring for work lights.</b>	Reverse lighting wiring for work lights.	1
<b>Bundle - Control Box Assembly</b>	Control Box Assembly // INSTALLED	1
<b>Pushblock</b>	Pushblock with basket	1
<b>Chassis Black</b>	Chassis Black Cab to end of frame	1
<b>Paint Tank White</b>	Paint Tank White (ft)	18

Our kits and bundled items typically reflect a Special Bundled Price. Credited items may not see full return value.

SUBTOTAL 42,723.82  
TAX (8.1%) 3,460.63

Project Starts after Signed Estimate and 25% Down(Non-Refundable). Any invoice not paid within thirty (30) days of billing is subject to a 1.5% monthly interest charge. If customer terminates or cancels this sale prior to full delivery and payment, customer will be liable for a cancellation fee of up to 25%. Customer agrees to pay any cancellation fee within ten (10) days of the cancellation.



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

## Administration

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

**TO:** Board of Commissioners

**FROM:** Darrell Green, County Administrator

**DATE:** May 29, 2020

**RE:** Administrator Monthly Report for May 2020

Below are the highlights for the month of May.

1. North County Government Building update:
  - a) We held our third Stakeholder meeting on May 5<sup>th</sup> to review the third design of the North Morrow County Government building. We were able to incorporate some additional feedback into the design of the building and Site Plan.
  - b) A basic design of the building, site plan and concept massing has been approved. Based on this information, we will start discussing our budget.
2. We started our recruitment for a Human Resource Director. Interviews will be on Friday, June 5<sup>th</sup>.
3. The Morrow County Government Command Center Team meets weekly to discuss what action(s) the county should take in the event COVID-19 levels off/subsides or if it gets worse. We have been working on opening the County government offices and planning for Phase II.
4. At our Director's meeting on May 12<sup>th</sup>, we discussed Albert Security which will give us up to date information about possible threats. Training about phishing and other potential cyber threats will be conducted through Knowbe4 Cybersecurity. We also had an Open Forum to discuss COVID-19.
5. The Leadership TEAM is continuing to work on the Morrow County Value- Teamwork. We had a great conversation about the behaviors that demonstrate TEAMWORK. We would like to see more Directors join us for Leadership TEAM meetings!
6. Other projects or activities;
  - a) Participated in RFQ for Trucking Contractor, interviews for Parks Youth, Janitorial Services contract and RFQ.
  - b) Video conference with one of our potential furniture vendors about their services.

- c) Joined our commissioners at a Joint Board of Commissioner meeting with the Umatilla commissioners to discuss topics that impact both counties.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green", with a long horizontal flourish extending to the right.

Darrell J Green



### Morrow County Sheriff's Office - Monthly Stats 2020

Incident	Jan	Feb	Mar	April	May	June
Alarms	8	8	6	3	8	
Animal Complaint	14	23	13	29	31	
Agency Assist	17	10	10	20	1	
Assaults	4	1	5	1	13	
Burglary	4	8	0	2	2	
CHL	29	11	17	0	0	
Citizen Assist	18	16	10	17	18	
Civil Service	69	54	56	16	28	
County Code Calls	44	34	31	23	16	
Heppner area	3	1	2	0	2	
Irrigon area	23	27	15	9	8	
Bdmn area	17	5	16	13	6	
lone/Lex area	0	1	1	1	0	
Death Investigation	1	0	1	0	1	
Disturbance	9	10	23	16	12	
Dog	52	50	52	39	64	
Driving Complaints	102	124	150	95	82	
Drunk/Impaired Driver	4	1	4	3	1	
EMS	15	14	16	12	19	
Hit & Run	4	3	4	2	2	
Juvenile Complaints	12	30	17	4	21	
Motor Vehicle Crashes	24	7	7	4	4	
RV Code	0	0	0	0	0	
Suicidal	6	6	1	4	4	
Suspicious Activity	49	33	25	38	42	
Theft	15	10	11	7	15	
Trespass	13	10	6	17	9	
Traffic Stops - Cite	63	49	64		112	
<b>Total Traffic Stops</b>	<b>201</b>	<b>197</b>	<b>228</b>	<b>105</b>	<b>240</b>	
UUMV-Stolen vehicle	1	0	1	2	2	
Welfare Check	12	12	14	11	14	
<b>Totals</b>	<b>790</b>	<b>721</b>	<b>772</b>	<b>470</b>	<b>761</b>	
<b>Other Misc. Incidents</b>	<b>594</b>	<b>622</b>	<b>624</b>	<b>729</b>	<b>739</b>	
<b>Total # of Incidents</b>	<b>1384</b>	<b>1343</b>	<b>1396</b>	<b>1199</b>	<b>1500</b>	
Felony Arrests	25	19	12	7	12	
<b>Total # of Arrests</b>	<b>50</b>	<b>36</b>	<b>30</b>	<b>24</b>	<b>28</b>	



## TREASURER

**Gayle L. Gutierrez**

100 Court Street  
P.O. Box 37  
Heppner, Oregon 97836  
**Phone: 541-676-5630 • Fax: 541-676-5631**  
E-mail: [ggutierrez@co.morrow.or.us](mailto:ggutierrez@co.morrow.or.us)

06/03/2020

To: Morrow County Board of Commissioners  
From: Gayle L. Gutierrez, Morrow County Treasurer  
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate in April for the Local Government Investment Pool was 1.76% average.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

Outstanding checks as of April 30, 2020 was \$564,594.38.

The statement for the LGIP is also included.

Also with your packet is the Authorization to Invest for the 20-21 fiscal year. I am not planning on moving any funds out of the State Pool for investment purposes for the rest of my term. I'll let the new Treasurer start fresh.



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### Account Statement - Transaction Summary

For the Month Ending **April 30, 2020**

MORROW CO - MORROW COUNTY - 4206

#### Oregon LGIP

Opening Balance	23,521,337.63
Purchases	808,240.68
Redemptions	(1,812,618.30)

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<b>Closing Balance</b>	<b>\$22,516,960.01</b>
Dividends	33,702.51

#### Asset Summary

	<b>April 30, 2020</b>	<b>March 31, 2020</b>
<b>Oregon LGIP</b>	22,516,960.01	23,521,337.63
<b>Total</b>	<b>\$22,516,960.01</b>	<b>\$23,521,337.63</b>



## Account Statement

For the Month Ending **April 30, 2020**

**MORROW CO - MORROW COUNTY - 4206**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>23,521,337.63</b>
04/01/20	04/01/20	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	1.00	5,876.21	23,527,213.84
04/01/20	04/01/20	LGIP Fees - ACH Redemption (6 @ \$0.05 - From 4206) - March 2020	1.00	(0.30)	23,527,213.54
04/01/20	04/01/20	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - March 2020	1.00	(0.20)	23,527,213.34
04/03/20	04/03/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	2,732.54	23,529,945.88
04/03/20	04/03/20	SFMS Fr:Administrative Services, Dept of 25% Forest Reserve Receipts	1.00	202,834.08	23,732,779.96
04/03/20	04/03/20	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	679.74	23,733,459.70
04/03/20	04/03/20	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(13,655.59)	23,719,804.11
04/03/20	04/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(481.87)	23,719,322.24
04/03/20	04/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(388.94)	23,718,933.30
04/03/20	04/03/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(2,425.49)	23,716,507.81
04/03/20	04/03/20	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(5,558.08)	23,710,949.73
04/03/20	04/03/20	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(16,838.45)	23,694,111.28
04/03/20	04/03/20	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(57,014.13)	23,637,097.15
04/03/20	04/03/20	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(9,448.73)	23,627,648.42
04/03/20	04/03/20	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(6,658.65)	23,620,989.77
04/06/20	04/06/20	Redemption - ACH Redemption	1.00	(37.87)	23,620,951.90
04/08/20	04/08/20	Redemption - ACH Redemption	1.00	(55.00)	23,620,896.90
04/09/20	04/09/20	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	35,696.00	23,656,592.90
04/10/20	04/10/20	Redemption - ACH Redemption	1.00	(300,000.00)	23,356,592.90



**Account Statement**

For the Month Ending **April 30, 2020**

**MORROW CO - MORROW COUNTY - 4206**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
04/15/20	04/15/20	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	90,881.95	23,447,474.85
04/15/20	04/15/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	178,152.00	23,625,626.85
04/16/20	04/16/20	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	417.38	23,626,044.23
04/16/20	04/16/20	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	462.69	23,626,506.92
04/17/20	04/17/20	ODOT - ODOT PYMNT	1.00	88,820.50	23,715,327.42
04/17/20	04/17/20	Redemption - ACH Redemption	1.00	(300,000.00)	23,415,327.42
04/20/20	04/20/20	ODOT - ODOT PYMNT	1.00	27,274.37	23,442,601.79
04/20/20	04/20/20	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	1.00	2,235.26	23,444,837.05
04/24/20	04/24/20	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	608.00	23,445,445.05
04/24/20	04/24/20	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	24,060.82	23,469,505.87
04/24/20	04/24/20	Redemption - ACH Redemption	1.00	(300,000.00)	23,169,505.87
04/27/20	04/27/20	SFMS Fr:Military Dept 911 Tax	1.00	78,010.94	23,247,516.81
04/28/20	04/28/20	OR REV CAFFA - DORACHDISB	1.00	35,795.69	23,283,312.50
04/29/20	04/29/20	Redemption - ACH Redemption	1.00	(55.00)	23,283,257.50
04/29/20	04/29/20	Redemption - ACH Redemption	1.00	(800,000.00)	22,483,257.50
04/30/20	05/01/20	Accrual Income Div Reinvestment - Distributions	1.00	33,702.51	22,516,960.01





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### Account Statement

For the Month Ending **April 30, 2020**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Closing Balance</b>					<b>22,516,960.01</b>
		<b>Month of April</b>	<b>Fiscal YTD July-April</b>		
<b>Opening Balance</b>		23,521,337.63	15,281,267.90	<b>Closing Balance</b>	22,516,960.01
<b>Purchases</b>		808,240.68	36,920,979.86	<b>Average Monthly Balance</b>	23,384,559.43
<b>Redemptions</b>		(1,812,618.30)	(29,685,287.75)	<b>Monthly Distribution Yield</b>	1.76%
<hr/>					
<b>Closing Balance</b>		<b>22,516,960.01</b>	<b>22,516,960.01</b>		
<b>Dividends</b>		33,702.51	368,925.01		

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	8,223,615.60 (	490,517.66)	7,733,097.94
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,799.22	25.62	17,824.84
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	1,197,022.22 (	66,441.71)	1,130,580.51
202-100-1-10-1500		ROAD FC W/TREASURER	3,084,808.11 (	315,663.12)	2,769,144.99
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	837,257.07	32,979.08	870,236.15
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	56,300.32 (	236.77)	56,063.55
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	31,565.01 (	505.26)	31,059.75
207-100-1-10-1500		911 FC W/TREASURER	259,002.70	35,827.89	294,830.59
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	238,084.89	1,388.50	239,473.39
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	739,478.37 (	81,827.93)	657,650.44
211-100-1-10-1500		MCSD CO SCHOOL FC W/TREAS	194.55	44,983.22	45,177.77
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	18.95	4,044.70	4,063.65
214-100-1-10-1500		FAIR FC W/TREASURER	266,619.84 (	3,232.36)	263,387.48
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	46,101.16	66.36	46,167.52
216-100-1-10-1500		STF FC W/TREASURER	275,102.17	80,086.26	355,188.43
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	60,973.20	87.77	61,060.97
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	23,802.49	34.26	23,836.75
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	44,248.89 (	5,858.57)	38,390.32
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	26,245.20 (	7,304.29)	18,940.91
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	47,531.27	68.42	47,599.69
223-100-1-10-1500		CAMI GRANT FC W/TREAS	36,097.47	26.95	36,124.42
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	15,590.11	22.44	15,612.55
225-100-1-10-1500		STF VEHICLE FC W/TREAS	144,250.32 (	121,847.77)	22,402.55
226-100-1-10-1500		FAIR ROOF FC W/TREAS	22,630.15	32.58	22,662.73
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	220,046.10 (	182,377.89)	37,668.21
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	19,256.26	27.72	19,283.98
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	25,524.71	36.74	25,561.45
230-100-1-10-1500		RODEO FC W/TREAS	( 0.28)	0.00 (	0.28)
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	67,952.82 (	17,168.44)	50,784.38
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	21,656.47	149.26	21,805.73
234-100-1-10-1500		DUII IMPACT FC W/TREAS	29,934.99	43.09	29,978.08
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	15,996.65	23.03	16,019.68
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	865,470.34	50,243.07	915,713.41
238-100-1-10-1500		PARK FC W/TREAS	171,018.11 (	33,114.94)	137,903.17
240-100-1-10-1500		EQUITY FC W/TREAS	251,091.71	361.46	251,453.17
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	739,699.69	51,069.63	790,769.32
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	863.48	1.24	864.72
245-100-1-10-1500		WPF FC W/TREASURER	6,257.73	0.00	6,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	69,637.29	7,031.10	76,668.39
322-100-1-10-1500		COURT SECURITY FC W/TREAS	116,767.22 (	4,903.63)	111,863.59
500-100-1-10-1500		ECHO WINDS FC W/TREAS	7,110.23	10.24	7,120.47
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	118,833.22	171.07	119,004.29
502-100-1-10-1500		MO CO ENTERPRISE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	35,181.76 (	14,184.74)	20,997.02
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	7,868.32	11.33	7,879.65
510-100-1-10-1500		P & P FC W/TREAS	331,560.31	81,601.14	413,161.45
514-100-1-10-1500		IONE SD B & I FC W/TREAS	1,449.78 (	103.85)	1,345.93

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: APRIL 30TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		481.87 (	37.18)	444.69
516-100-1-10-1500	RADIO DIST FC W/TREAS		2,631.65 (	197.21)	2,434.44
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		388.94 (	30.58)	358.36
521-100-1-10-1500	PGE CARTY FC W/TREAS		65,800.11	94.72	65,894.83
522-100-1-10-1500	SHERIFF RES FUND/TREAS		0.00	0.00	0.00
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		14,131.62 (	1,069.19)	13,062.43
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.07	0.00	0.07
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		2,712.44 (	150.77)	2,561.67
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		1,471.70 (	87.78)	1,383.92
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		16,152.56	108.53	16,261.09
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		37.87 (	2.34)	35.53
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,549.28	5.34	3,554.62
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		1,302.17 (	97.60)	1,204.57
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		14,126.01 (	1,013.43)	13,112.58
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		2,808.48 (	194.07)	2,614.41
633-100-1-10-1500	CITY OF IONE FC W/TREAS		445.20 (	30.08)	415.12
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		1,421.03 (	98.55)	1,322.48
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		276.45 (	18.40)	258.05
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		8,773.28 (	674.12)	8,099.16
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		444.75 (	30.99)	413.76
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		824.98 (	57.64)	767.34
640-100-1-10-1500	IONE RFPD FC W/TREAS		794,630.13 (	1,303.63)	793,326.50
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		118.70	0.92	119.62
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		229.90 (	19.63)	210.27
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		369.63 (	25.72)	343.91
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		125,764.23 (	2,417.20)	123,347.03
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		154.47 (	11.14)	143.33
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		1,090.33 (	75.57)	1,014.76
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		2,425.49 (	206.96)	2,218.53
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		613.78 (	44.24)	569.54
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		5,558.08 (	367.33)	5,190.75
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		807,107.29 (	372,345.49)	434,761.80
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		68.78 (	4.70)	64.08
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		56,819.58 (	4,244.86)	52,574.72
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,600,543.65	12,659.94	1,613,203.59
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		9,448.73 (	704.63)	8,744.10
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.28	0.02	14.30
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,159.25	0.00	26,159.25
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		7,294.31	10.50	7,304.81
658-100-1-10-1500	BMCC FC W/TREASURER		10,146.96 (	756.69)	9,390.27
659-100-1-10-1500	BMCC B & I FC W/TREASURER		3,508.63 (	271.93)	3,236.70
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		3,360.06 (	258.82)	3,101.24
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		330.60 (	23.05)	307.55
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		3,387.62 (	256.93)	3,130.69
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		1,296.33 (	82.69)	1,213.64

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: APRIL 30TH, 2020

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
667-100-1-10-1500	EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	10,874.60	15.65	10,890.25
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS	0.00	0.00	0.00
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS	1,502.06	733.46	2,235.52
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,146.72	1.65	1,148.37
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	95,024.59	136.79	95,161.38
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	11,511.44	4,773.63	6,737.81
682-100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	1,944.24	15.12	1,959.36
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,257,654.02	1,810.46	1,259,464.48
685-100-1-10-1500	STATE HOUSING FC W/TREAS	27,697.80	20,480.39	7,217.41
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	74,039.06	106.58	74,145.64
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	5,189.92	361.11	4,828.81
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	223.94	12.48	211.46
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	325.18	19.23	305.95
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	0.00	0.00	0.00
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH		23,969,028.95	( 1,351,993.06)	22,617,035.89

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	435,044.45	( 347,616.84)	87,427.61
999-100-1-10-1502	PAYROLL BEO	11,710.93	1.40	11,712.33
999-100-1-10-1503	STATE TREASURY POOL	23,521,337.63	( 1,004,377.62)	22,516,960.01
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.17	0.00	100.17
999-100-1-10-1508	US BANK	3.53	0.00	3.53
SUBTOTAL CASH IN BANK - POOLED CASH		23,968,196.71	( 1,351,993.06)	22,616,203.65

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE		0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH		23,968,196.71	( 1,351,993.06)	22,616,203.65
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In the matter of authorizing )  
the County Treasurer )  
to invest funds )

**ORDER**

This matter having come before \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 2020, at a properly organized meeting, a quorum having been present and all notice  
and procedural requirements having been met, the \_\_\_\_\_ does hereby  
make the following findings and issue the following ORDER:

That the Morrow County Treasurer is a "custodial officer" as defined by ORS 294.004 (2);

That the Morrow County Treasurer is authorized to invest funds of this body by virtue of ORS  
294.035, 294.125, and other general authorization:

Therefore, it is hereby ordered that the Treasurer of Morrow County is authorized to invest the  
funds of this body, subject to all statutory guidelines and provision, for the fiscal year 2020-2021:

It is further ORDERED that this ORDER be spread upon the minutes/journal of this body.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**PROPER AUTHORIZED SIGNATURES**

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