#### MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, October 27, 2021 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon
See Zoom Meeting Info on Page 2

- 1. Call to Order and Pledge of Allegiance 9:00 a.m.
- 2. City/Citizen Comments: Individuals may address the Board on issues not on the agenda
- 3. Open Agenda: The Board may introduce subjects not already on the agenda
- 4. Consent Calendar
  - a. Accounts Payable and Payroll Payables
  - b. Intergovernmental Agreements between Gilliam & Morrow Counties for Independent Appraiser Services
  - c. Permit Applications OSI, OSJ, OSK and OSL from Umatilla Electric Cooperative to build in the County Right-of-Way

#### 5. Business Items

- a. Noting the passing of former Commissioner and State Representative, Raymond French
- b. Appointment Requests to the Fair Board (Ann Jones, Fair Secretary)
- c. Appointment Request to the Special Transportation Fund Advisory Committee and the Statewide Transportation Improvement Fund Advisory Committee (Katie Imes, Coordinator, The Loop)
- d. Intent to Award the Request for Qualifications for The Loop's Bus Barn & Transit Facility (Darrell Green, Administrator)
- e. Resolution No. R-2021-21: Multi-Program Budget Resolution (Kate Knop, Finance Director)
- f. Identify Funding Source for Contractor Expenses Related to the Grant Application to the Economic Development Administration's Coal Communities Program (Tamra Mabbott, Planning Director)
- g. Morrow County Command Team Update
- h. Building Project Updates

#### 6. Department Reports

- a. Road Department Monthly Report
- b. Clerk's Quarterly Report (Bobbi Childers)
- c. Human Resources Quarterly Report (Lindsay Grogan)
- d. Surveyor's Quarterly Report (Matt Kenny, Contacted Surveyor)
- e. Public Health Department Quarterly Report (Nazario Rivera)
- f. Weed Department Quarterly Report (Dave Pranger)
- g. The Loop Quarterly Report (Katie Imes)
- 7. Correspondence
- 8. Commissioner Reports
- 9. Signing of documents
- 10. Adjournment

Agendas are available every Friday on our website (<u>www.co.morrow.or.us/boc</u> 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.

#### **Zoom Meeting Information**

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

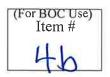
- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#



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#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 1 of 2)



10/10/0001

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

Department:	Date submitted to Requested Ag	o reviewers: 10/19/2021 renda Date:
Short Title of Agenda Item: (No acronyms please)  IGA with Gilliam		raiser for property in Morrow County/ and
This Item Involved  Order or Resolution Ordinance/Public Hearing: 1st Reading 2nd Reading Public Comment Anticipated Estimated Time: Document Recording Require Contract/Agreement	Ing Consent A  H: Discussion Estimated	ents Project/Committee genda Eligible n & Action
Contractor/Entity:	re-Authorizations, Contracts & Agreements	
Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000?	Through: Budget Line: No	
Reviewed By:  Bobbi Chidlers  Bobbi Chidlers	Department Director	Required for all BOC meetings
Danie iojos	Z/Administrator	Required for all BOC meetings
DATE	County Counsel	*Required for all legal documents
N/A DATE	Finance Office	*Required for all contracts; other items as appropriate.
N/A	Human Resources	*If appropriate
		dianeously). When each office has notified the submitting

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.

Rev: 8-26-21

#### AGENDA ITEM COVER SHEET

**Morrow County Board of Commissioners** (Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AN	D OPTIONS (IF ANY):
--------------------------------------	---------------------

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):
Morrow County and Gilliam County have had these agreements to appraise as independent appraisers for Board of Property Appeals (BOPTA). This helps both counties to meet the requirements for the upcoming BOPTA year.
2. FISCAL IMPACT:
N/A
2 STICCESTED A CHIONICO MACHIONICO
3. SUGGESTED ACTION(S)/MOTION(S):
Please sign this. This will allow us to meet Oregon Department of Revenue requirements

## Intergovernmental Agreement With Morrow County

This agreement made in the month of January 2022, by and between Morrow County, a political subdivision of the State of Oregon (Morrow) and Gilliam County, a political subdivision of the State of Oregon (Gilliam)

#### WITNESSETH:

That whereas, each of the parties has established a Board of Property Tax Appeals in order to perform the appropriate function regarding property tax appeals; and

Whereas, the duly elected Tax Assessor of each county is fully qualified to perform the appraisal services required; and

Whereas, the Gilliam County Tax Assessor qualifies as an independent appraiser for property situated within Morrow County; and the Morrow County Tax Assessor qualifies as an independent appraiser for property situated within Gilliam County;

NOW THEREFORE, the parties are agreed upon the following terms and conditions:

- 1. Upon request by the Gilliam County Court, the Morrow County Tax Assessor shall be available to provide the independent assessment services necessary to assist the Gilliam County Board of Property Tax Appeals in the performance of its function.
- 2. Upon request by the Morrow County Court, the Gilliam County Tax Assessor shall be available to provide the independent assessment services necessary to assist the Morrow County Board of Property Tax Appeals in the performance of its function.
- 3. Not withstanding any other provision herein, neither the Gilliam County Tax Assessor nor the Morrow County Tax Assessor shall be required to perform the services necessary to assist the Morrow County Board of Property Tax Appeals or the Gilliam County Board of Tax Appeals in the performance of its function.
- 4. The incidental expenses associated with the performance of the services described above, including, but not limited to, travel and meals, shall be submitted as a regular claim for reimbursement upon the county for whom the services were performed.

This Agreement is for the 2021 BOPTA year, the Board term commencing on January 1, 2022 and ending on April 30, 2022. Either party may terminate this agreement upon thirty days written notice to the other.

IN WITNESS WHEREOF, the parties have set their hands as of the date first mentioned above.

GILLIAM COUNTY COURT:	MORROW COUNTY COURT:
Elizabeth Farrar Gilliam County Judge Date	Don Russell Morrow County Chair Date
Pat Shannon Gilliam County Commissioner Date	Jim Doherty Morrow County Vice Chair Date
Sherrie Wilkins Gilliam County Commissioner Date  Chet Wilkins  Gilliam Co Assessor	Melissa Lindsay Morrow County Commissioner Date    Michael Gorman Date   Morrow Co Assessor
Attest:  Ellen ungenau  Gilliam County Clerk	Attest:  Bobby Alleller  Morrow County Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Gilliam County Counsel	Morrow County Counsel

Page 2 INTERGOVERNMENTAL AGREEMENT 2022

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Attest.	Attest:
Elenwagenaar	
Gilliam County Clerk	Morrow County Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:

Morrow County Counsel

Page 2 INTERGOVERNMENTAL AGREEMENT 2022

Gilliam County Counsel

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#### AGENDA ITEM COVER SHEET

(For BOC Use) Item #

## Morrow County Board of Commissioners (Page 1 of 2)

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

This Item Involves: (Check all that apply for this meeting.)  Order or Resolution Ordinance/Public Hearing: Update on Project/Committee  Ist Reading 2nd Reading Consent Agenda Eligible	Presenter at BOC: Department: Short Title of Agenda Item: (No acronyms please)	Date submitted to Requested Ag	
☐ Public Comment Anticipated:       ☐ Discussion & Action         Estimated Time:       Estimated Time:         ☐ Document Recording Required       ☐ Purchase Pre-Authorization         ☐ Contract/Agreement       ☐ Other	Order or Resolution Ordinance/Public Hearing: 1st Reading 2nd Read Public Comment Anticipate Estimated Time: Document Recording Requ	Appointment Update on Update on Consent A Discussion Estimated uired Purchase I	ents Project/Committee genda Eligible n & Action Time:
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	Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount:	Through: Budget Line:	
Reviewed By:  Department Director Required for all BOC meetings  Administrator Required for all BOC meetings		·	
Finance Office *Required for all contracts; other items as appropriate.		Finance Office	•
Human Resources *If appropriate  DATE *Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting	DATE		** *

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

### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

1.	ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):
<b>2</b> I	FISCAL IMPACT:
2. <u>1</u>	ISCAL IVII ACT.
3. <u>S</u>	SUGGESTED ACTION(S)/MOTION(S):
* A	ttach additional background documentation as needed.

# Umatilla Electric Co.-Op. Utility Permit Project Details For Permits#



Return to: MORROW COUNTY PUBLIC WORKS	APPLICATION#:
365 West Highway 74	600
C.O. Box 428	COUNTY ROAD #:
exington, Oregon 97839 Phone: (541) 989-9500	
	ROAD NAME: Homestead Lane
Applicant Mailing Address	3
matilla Electric Cooperative	APPLICATION FEE:
Name (Business Name, Attn: Name) O Box 1148	(CHECK ONE) Private (\$50.00) Utility Company (No Fee)
Mailing Address (Street/Post Office Box)	
ermiston, Oregon, 97838  City, State, Zip Code	PAYMENT RECEIVED:
41-289-1522 Phone Number	(Date Payment Received - Aryount Received - Initials)
1,10,10 1,141,1001	(2001),,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	SSITY TO BUILD ON RIGHT OF WAY ice Lines, Fixtures, Signs, and other Facilities)
Please fill out this form con	apletely in ink (Blue or Black) or type.
We, Umatilla Electric Cooperative	
( Name - Individual/Business ) (	Physical Address) (Work Order Number)
hereby request permission either to locate of Morrow County road Homestead Lane	at 0 miles from nearest
( Name of C	County Road ) (Miles)
interstection with road Bombing Range Road, Se	cc 07, Township 3 North, Range 26 East County Road ) (Section ) (Township ) (Range )
E.W.M. with a Electric Line	of 115 kV , Center Line 25 feet distance
(Water, Gas, Telephone Lines, ect.) from R/W line depth of line o	
(Depth)	(Note N, S, E, W)
As more particularly described by the attached	
PERMITTEE AGREES TO TERMS AND	CONDITIONS ON THE ATTACHED TWO PAGES
Page 1 W	Page 2
(Initial)	nd Conditions to be noted here.
PERMITTEE SIGNATURE:	Public Works Office for final inspection at (541) 989-9500.  DATE: 9 (33/8)
	Authorized Permittee ) ( Date Signed )
State of Oregon	
County of MORROW	
This instrument was acknowledged before	re me on September 23 , 20 21
10 1 1200	, ,
by Juppy Neal	OFFICIAL STAMP
Mason	KIRSTI LEA CASON NOTARY PUBLIC - OREGON
Notary Public - State of OFFCON	COMMISSION NO. 989746 MY COMMISSION EXPIRES JULY 21, 2023
Danied nemnit soulisation may be an	(68888888888888
	pealed to the Morrow County Board of Commissioners
RECOMMENDED BY:( Assistant Road I	Master) DATE:( Date Signed )
APPROVED BY:	DATE:
( Public Works D	
( Public Works D	irector) (Date Signed)
	ATTEST:
	(Morrow County Clerk)

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

#### SPECIFICATIONS:

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

#### **ROAD CROSSING:**

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

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

#### ADJACENT TO ROADWAY:

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

MORROW COUNTY PUBLIC WORKS Application for Necessity to Build Right of Way

Permit OSI

Page 1 of 2

#### **TRAFFIC**

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

#### **INSURANCE**

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

#### REPAIRS

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

#### REMOVEAL, RELOCATION AND REPAIR

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

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

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

MORROW COUNTY PUBLIC WORKS
Application for Necessity to Build Right of Way
Page 2 of 2





3940 GLENBROOK DRIVE PO BOX 1066 HAILEY, ID 83333 USA

> PHONE 208-788-3456 FAX 208-788-2082

#### **MEMORANDUM**

	Ostobor 12, 2021						
DATE:	October 13, 2021						
то:	Wendy Neal (UEC	)					
C:	Chad Campfield (U	JEC)					
	Cole Bode (UEC) Scott Ross (POWER) Kevin Lincoln (POWER)						
	Cesar Enoki (POWER) Cody Page (POWER) Russ Katt (QISG) Christopher Sharlow (QISG)						
FROM:	Buck Fife						
SUBJECT:	172409	Cottonwood to Bombing Range					

#### MESSAGE

This memo provides narrative describing Umatilla Electric Cooperative's (UEC) Cottonwood to Bombing Range Overhead Transmission and Distribution project's (PROJECT) interactions with Morrow County roads. This narrative is supplemental to the provided crossing permit drawings and mapbook.

The PROJECT involves the replacement of existing wood poles and wires with new ductile iron poles, steel poles, and wires. The PROJECT design includes a minimum vertical clearance to ground and all roadways of 21.5 ft for 12.47 kV distribution conductors and 23.1 ft for 115 kV transmission conductors. Existing distribution tap conductors will be transferred to the new structures as necessary.

The PROJECT enters Morrow County near UEC's Ordnance Substation with an east-west alignment crossing the county line between Umatilla and Morrow County. The PROJECT centerline continues west for approximately 5.1 miles. The western end of this alignment crosses Poleline Road. This Poleline Road crossing is described in crossing permit drawing CW-BR\_P4-4. At this location, the minimum vertical clearance to the roadway is 31.4 ft.

After crossing Poleline Road, the PROJECT alignment turns south running parallel to Poleline Road on the West side of the road for approximately 2.0 miles. Structure locations along this portion of the alignment are generally adjacent to existing transmission and/or distribution structures and, similar to the existing structures, are located approximately 25 to 30 ft off the road centerline. Approximately 1.5 miles south of the Poleline Road crossing, the transmission circuit will cross Poleline Road to enter UEC's Homestead Substation. This Poleline Road crossing is described in crossing permit drawing CW-BR\_P4-5. At this location, the minimum vertical

clearance to the roadway is 35.5 ft. The southern end of this alignment crosses Homestead Lane. This Homestead Lane crossing is described in crossing permit drawing CW-BR\_P4-6. At this location, the minimum vertical clearance to the existing roadway is 26.4 ft.

After crossing Homestead Lane, the PROJECT alignment turns west running parallel to Homestead Lane on the South side of the road for approximately 4.0 miles. Structure locations along this portion of the alignment are generally adjacent to existing transmission and/or distribution structures and, similar to the existing structures, are located approximately 20 to 30 ft off the road centerline. The western end of this alignment crosses Homestead Lane described in crossing permit drawing CW-BR\_P4-7. At this location, the minimum vertical clearance to the existing roadway is 38 ft.

It is understood that there are planned future modifications to the intersection of Poleline Road and Homestead Lane. These modifications include raising the road at the intersection to the height of the canal bridge and relocating the centerline of Poleline Road approximately 25 ft to the east to better align with the canal bridge centerline. This modification will change the road location described in crossing permit drawing CW-BR\_P4-5, reduce the minimum vertical clearance to the roadway and increase the grade at the PROJECT structure locations 196 and 196A. Based on information provided describing this intersection modification, crossing permit drawing CW-BR\_P4-9 describes the future arrangement. At this location, the minimum vertical clearance to the future roadway is 23.8 ft. The road modification will increase the distance from the road centerline to PROJECT structure location 195 by approximately 25 ft. The grade increase at PROJECT structure locations 196 and 196A require increased foundation reveals at these structures to avoid overburden covering the structure anchor bolts and baseplates.

Relocating Poleline Road 25 ft to the east would result in interference with existing UEC structures at this location. Following PROJECT construction activities in this area expected to be completed in March, 2022, these existing structures can be removed to facilitate the road modification and not cause any interference.

Permit OSI

#### **Matt Scrivner**

From:

Cole Bode <Cole.Bode@umatillaelectric.com>

Sent:

Tuesday, October 19, 2021 5:04 PM

To:

Matt Scrivner

Cc:

Chad Campfield; Wendy Neal

Subject:

RE: UEC-Meet Matt @ Pole Line/Homestead

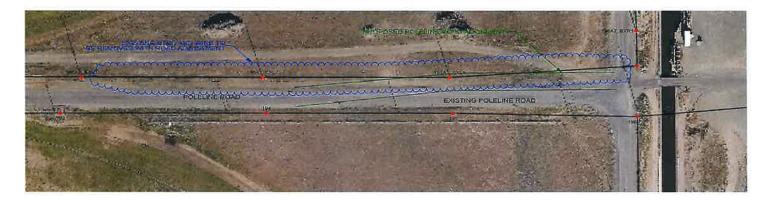
**Attachments:** 

CW-BR\_P5.pdf

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

#### Matt,

Thanks for meeting us in the field this afternoon. I have attached the most recent plan drawings for the transmission alignment along Pole Line and Homestead. As discussed in the field the three existing spans on the East side of Pole Line will be removed permanently to allow for the County Road improvements. Please let us know if you need anything else for the BoC.



# Cole Bode, PE Manager of Engineering 0:541-289-1566 C:541-561-3872 Umatilla Electric Cooperative

----Original Appointment----

From: Cole Bode

Sent: Thursday, October 14, 2021 10:08 AM

To: Cole Bode; Chad Campfield; Wendy Neal; Matt Scrivner

Subject: UEC-Meet Matt @ Pole Line/Homestead

When: Tuesday, October 19, 2021 12:00 PM-12:30 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Intersection Pole Line and Homestead

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, copy, use,

Permit OST

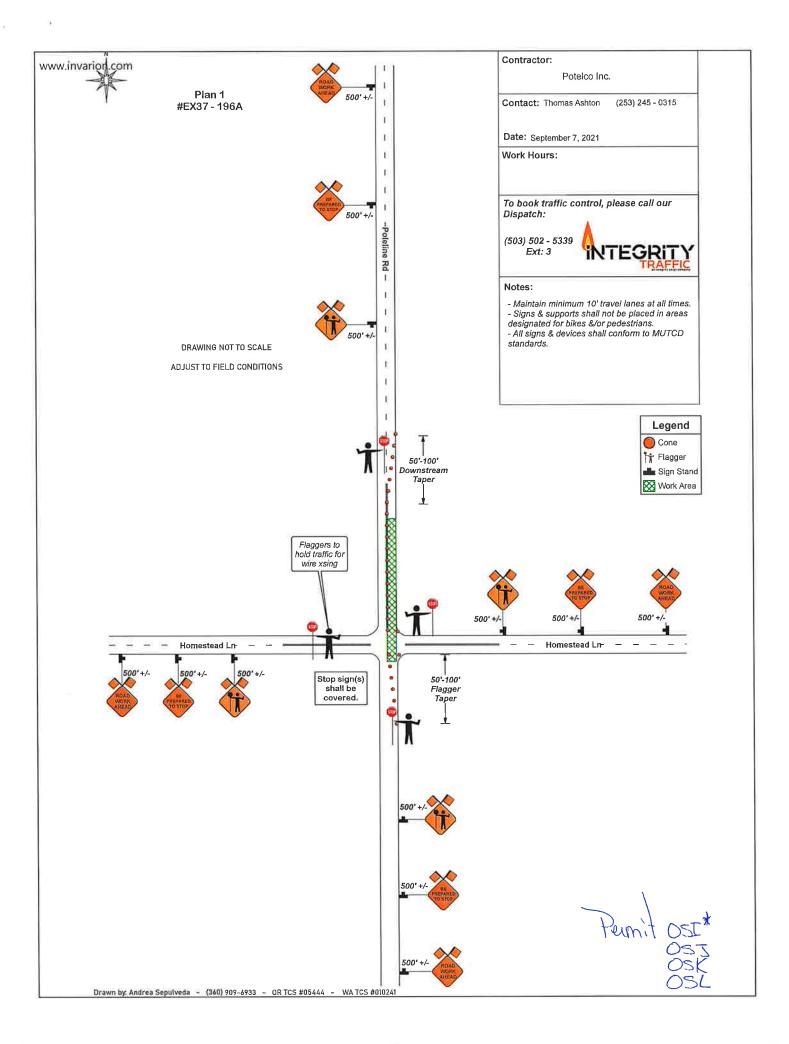


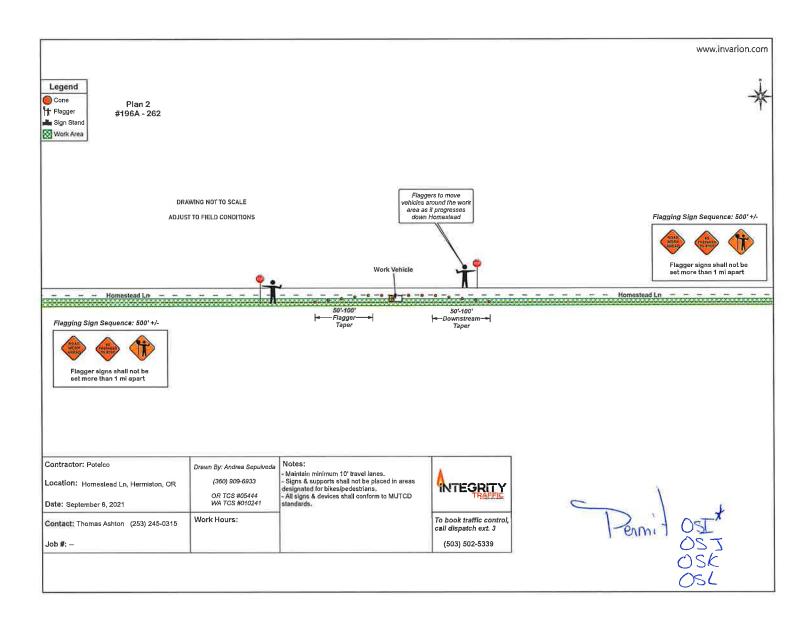


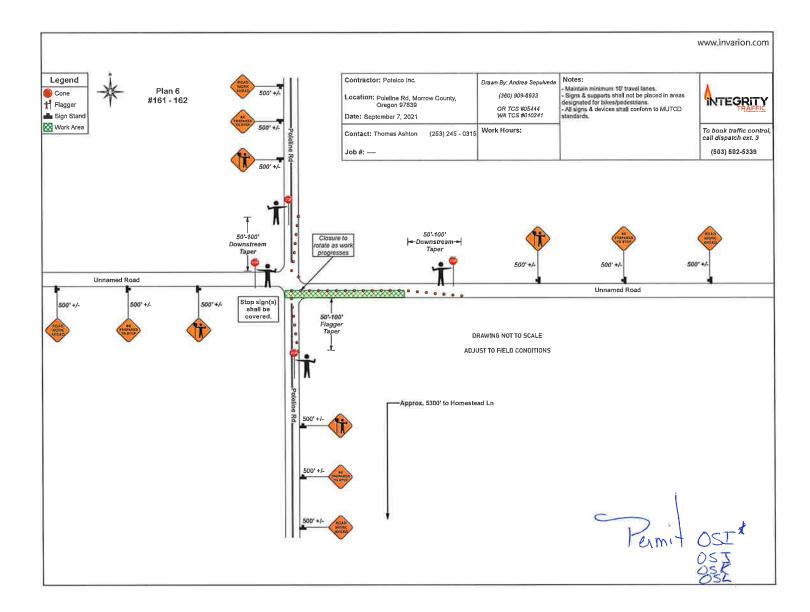
Date: Fri. 09.10.2021

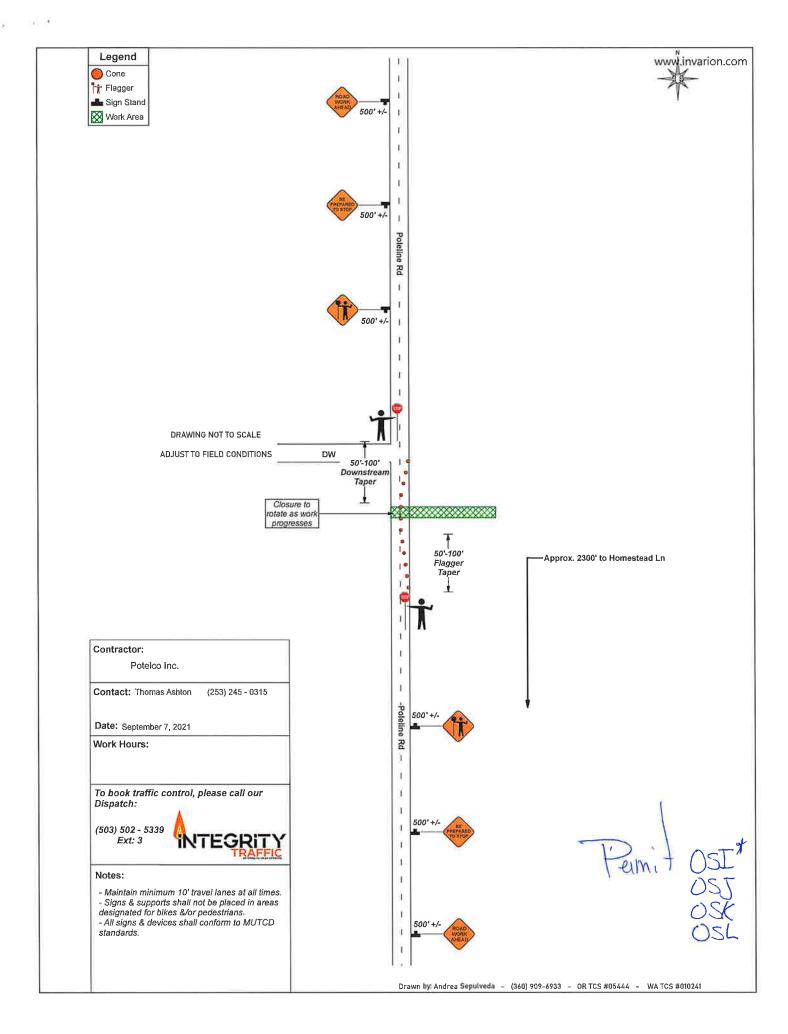
Submittal No.: SUB-005

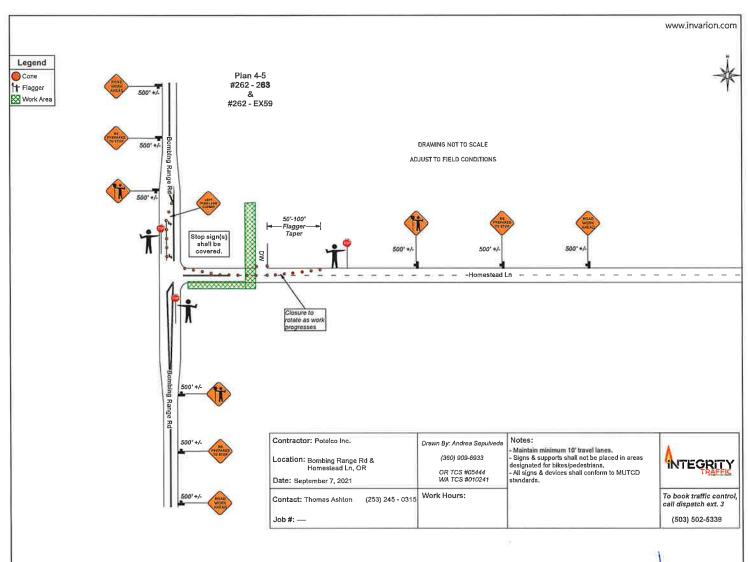
	s Katt			QEPC	
From: Wa	de English			Potelco	253.306.3596
<b>Material:</b> Cou	ınty Road TCP's			SPEC Sec	tion: Submittals
E FOLLOWING ITE	MS ARE INCLUE	DED IN THIS SUBI	/IITTAL PACKAGE:		
tems:	Item No.	Date	Item Description	1.16.6	
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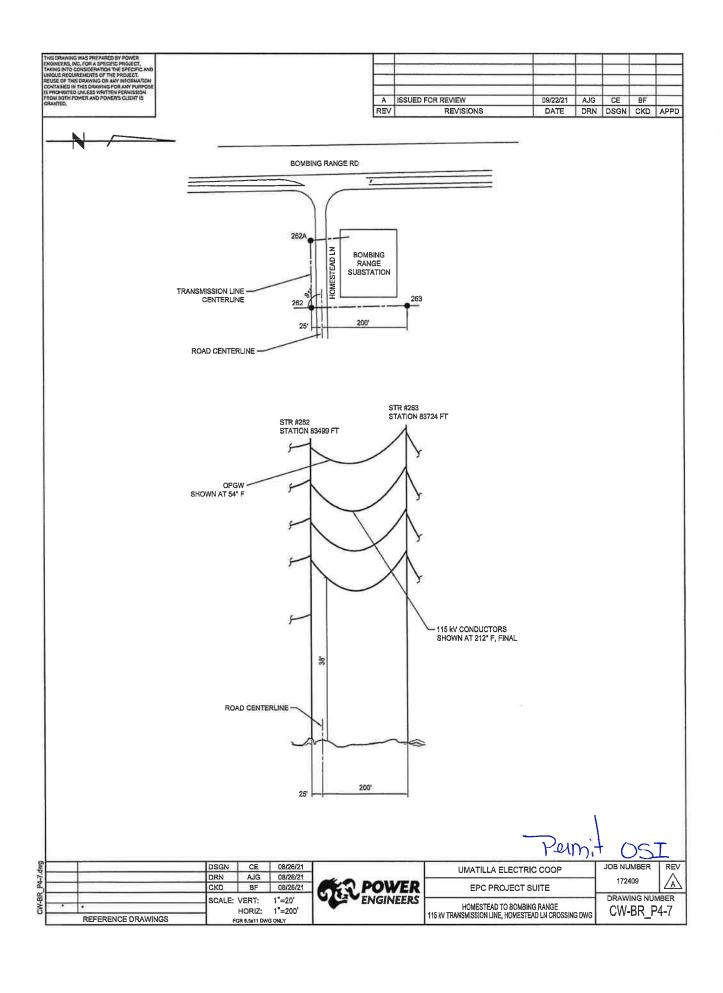


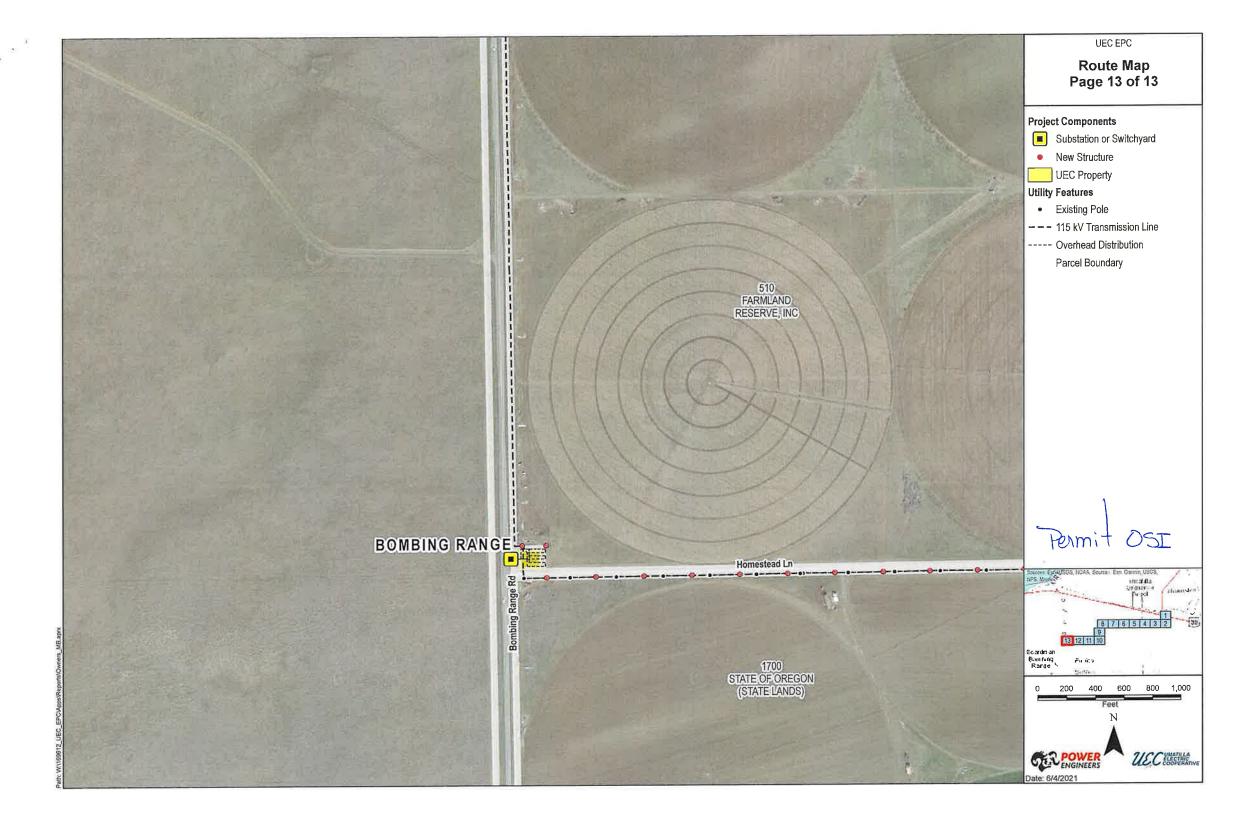


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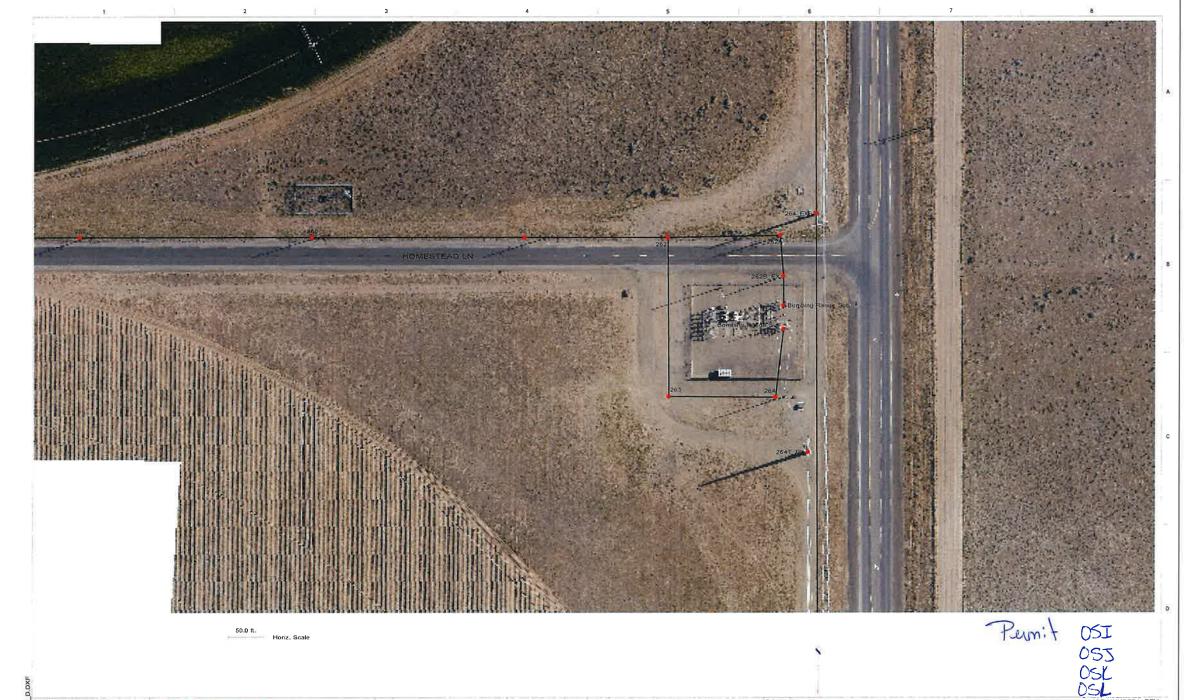
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# Umatilla Electric Co.-Op. Utility Permit Project Details For Permits#



Return to: MORROW COUNTY PUBLIC WORKS	APPLICATION #:	057
365 West Highway 74 P.O. Box 428 Lexington, Oregon 97839	COUNTY ROAD #:	559
Phone: (541) 989-9500	ROAD NAME:	Homestead Lane
Applicant Mailing Address Umatilla Electric Cooperative Name (Business Name, Attn: Name)	APPLICATION FE	0
P O Box 1148  Mailing Address (Street/Post Office Box)	☐ Private (\$50.00)	Utility Company (No Fee)
Hermiston, Oregon, 97838  City, State, Zip Code	PAYMENT RECEI	VED:
541-289-1522 Phone Number	Ol-Z3-ZOZI-	ed - Amount Beceived - Initials )
hereby request permission either to locate w  Morrow County road  Homestead Lane  (Name of County Road, Sec 10, Town (Name of County Road)  E.W.M. with a Electric Line  (Water, Gas, Telephone Lines, ect.)  from R/W line  (Depth)  As more particularly described by the attached of Road (Initial)	hysical Address) ithin County Road right attention of 115 kV (Dimensions) pipe, S-N (Note N, S, E, W) sketch.	(Work Order Number) t of way or cross  o miles from nearest  (Miles)  Section) (Township) (Range) enter Line 23 feet distance (Distance)  K side of road.  ATTACHED TWO PAGES
When work is completed call Morrow County Pu	ublic Works Office for fin	DATE: 93131
State of Oregon	<b>—</b> )	
County of MORPOW	· ·	
This instrument was acknowledged before  by  Notary Public State of  OREGON	MY CO	OFFICIAL STAMP KIRSTI LEA CASON TARY PUBLIC - OREGON OMMISSION NO. 989746 AN EXPIRES JULY 21, 2023
Denied permit application may be appe	aled to the Morrow County Board	
RECOMMENDED BY: (Assistant Road M	aster)	DATE:( Date Signed )
APPROVED BY:( Public Works Dire	ector )	DATE:( Date Signed )
	ATTEST:	
		(Morrow County Clerk)

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

#### **SPECIFICATIONS:**

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

# **ROAD CROSSING:**

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

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

# ADJACENT TO ROADWAY:

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

MORROW COUNTY PUBLIC WORKS Application for Necessity to Build Right of Way

Page 1 of 2

### **TRAFFIC**

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

# **INSURANCE**

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

## REPAIRS

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

# REMOVEAL, RELOCATION AND REPAIR

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

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

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

MORROW COUNTY PUBLIC WORKS
Application for Necessity to Build Right of Way
Page 2 of 2





3940 GLENBROOK DRIVE PO BOX 1066 HAILEY, ID 83333 USA

> PHONE 208-788-3456 FAX 208-788-2082

# **MEMORANDUM**

DATE:	October 13, 202	21			
то:	Wendy Neal (U	EC)			
	•				
C:	Chad Campfiel	· · ·			
	Cole Bode (UE				
	Scott Ross (PO	WER)			
	Kevin Lincoln (POWER)				
	Cesar Enoki (POWER)				
	Cody Page (POWER)				
	Russ Katt (QISG)				
	Christopher Sha				
FROM:	Buck Fife				
SUBJECT:	172409	Cottonwood to Bombing Range			

#### MESSAGE

300 8

This memo provides narrative describing Umatilla Electric Cooperative's (UEC) Cottonwood to Bombing Range Overhead Transmission and Distribution project's (PROJECT) interactions with Morrow County roads. This narrative is supplemental to the provided crossing permit drawings and mapbook.

The PROJECT involves the replacement of existing wood poles and wires with new ductile iron poles, steel poles, and wires. The PROJECT design includes a minimum vertical clearance to ground and all roadways of 21.5 ft for 12.47 kV distribution conductors and 23.1 ft for 115 kV transmission conductors. Existing distribution tap conductors will be transferred to the new structures as necessary.

The PROJECT enters Morrow County near UEC's Ordnance Substation with an east-west alignment crossing the county line between Umatilla and Morrow County. The PROJECT centerline continues west for approximately 5.1 miles. The western end of this alignment crosses Poleline Road. This Poleline Road crossing is described in crossing permit drawing CW-BR\_P4-4. At this location, the minimum vertical clearance to the roadway is 31.4 ft.

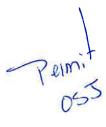
After crossing Poleline Road, the PROJECT alignment turns south running parallel to Poleline Road on the West side of the road for approximately 2.0 miles. Structure locations along this portion of the alignment are generally adjacent to existing transmission and/or distribution structures and, similar to the existing structures, are located approximately 25 to 30 ft off the road centerline. Approximately 1.5 miles south of the Poleline Road crossing, the transmission circuit will cross Poleline Road to enter UEC's Homestead Substation. This Poleline Road crossing is described in crossing permit drawing CW-BR P4-5. At this location, the minimum vertical

clearance to the roadway is 35.5 ft. The southern end of this alignment crosses Homestead Lane. This Homestead Lane crossing is described in crossing permit drawing CW-BR\_P4-6. At this location, the minimum vertical clearance to the existing roadway is 26.4 ft.

After crossing Homestead Lane, the PROJECT alignment turns west running parallel to Homestead Lane on the South side of the road for approximately 4.0 miles. Structure locations along this portion of the alignment are generally adjacent to existing transmission and/or distribution structures and, similar to the existing structures, are located approximately 20 to 30 ft off the road centerline. The western end of this alignment crosses Homestead Lane described in crossing permit drawing CW-BR\_P4-7. At this location, the minimum vertical clearance to the existing roadway is 38 ft.

It is understood that there are planned future modifications to the intersection of Poleline Road and Homestead Lane. These modifications include raising the road at the intersection to the height of the canal bridge and relocating the centerline of Poleline Road approximately 25 ft to the east to better align with the canal bridge centerline. This modification will change the road location described in crossing permit drawing CW-BR\_P4-5, reduce the minimum vertical clearance to the roadway and increase the grade at the PROJECT structure locations 196 and 196A. Based on information provided describing this intersection modification, crossing permit drawing CW-BR\_P4-9 describes the future arrangement. At this location, the minimum vertical clearance to the future roadway is 23.8 ft. The road modification will increase the distance from the road centerline to PROJECT structure location 195 by approximately 25 ft. The grade increase at PROJECT structure locations 196 and 196A require increased foundation reveals at these structures to avoid overburden covering the structure anchor bolts and baseplates.

Relocating Poleline Road 25 ft to the east would result in interference with existing UEC structures at this location. Following PROJECT construction activities in this area expected to be completed in March, 2022, these existing structures can be removed to facilitate the road modification and not cause any interference.



#### **Matt Scrivner**

From: Cole Bode <Cole.Bode@umatillaelectric.com>

Sent: Tuesday, October 19, 2021 5:04 PM

To: Matt Scrivner

Cc: Chad Campfield; Wendy Neal

Subject: RE: UEC-Meet Matt @ Pole Line/Homestead

Attachments: CW-BR\_P5.pdf

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

# Matt,

Thanks for meeting us in the field this afternoon. I have attached the most recent plan drawings for the transmission alignment along Pole Line and Homestead. As discussed in the field the three existing spans on the East side of Pole Line will be removed permanently to allow for the County Road improvements. Please let us know if you need anything else for the BoC.



Cole Bode, PE
Manager of Engineering
0:541-289-1566
C:541-561-3872
Umatilla Electric Cooperative

-----Original Appointment-----

From: Cole Bode

Sent: Thursday, October 14, 2021 10:08 AM

To: Cole Bode; Chad Campfield; Wendy Neal; Matt Scrivner

Subject: UEC-Meet Matt @ Pole Line/Homestead

When: Tuesday, October 19, 2021 12:00 PM-12:30 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Intersection Pole Line and Homestead

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# ROAD PERMIT DRAWING

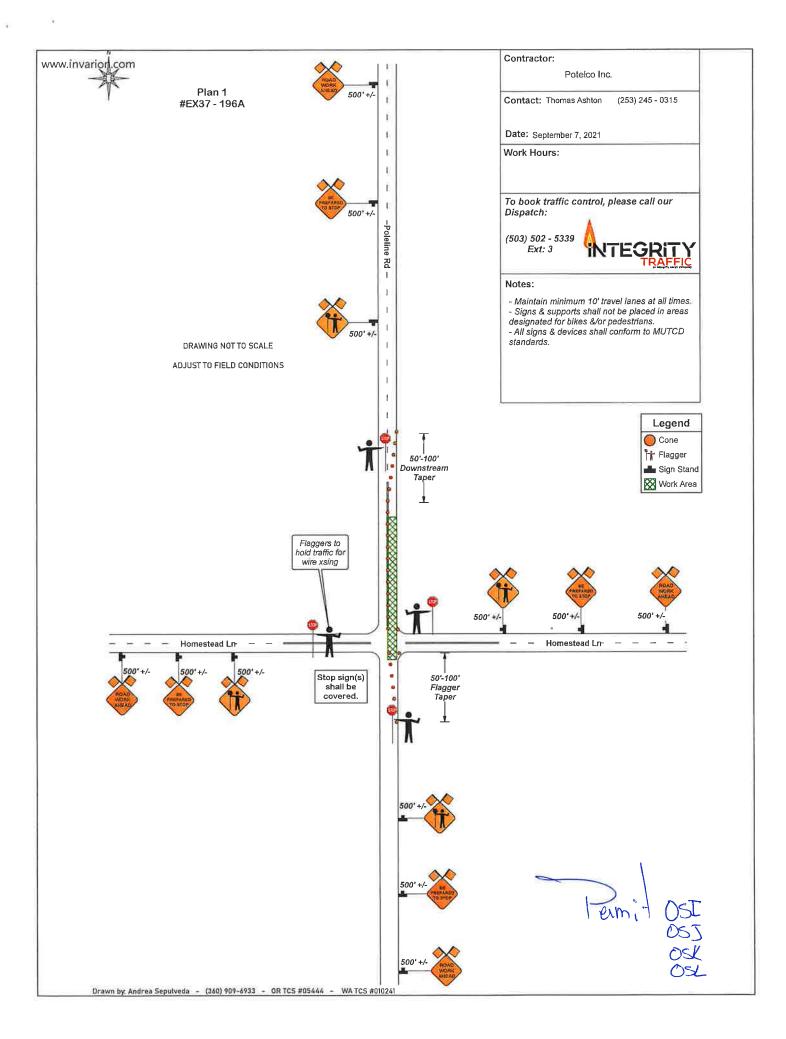
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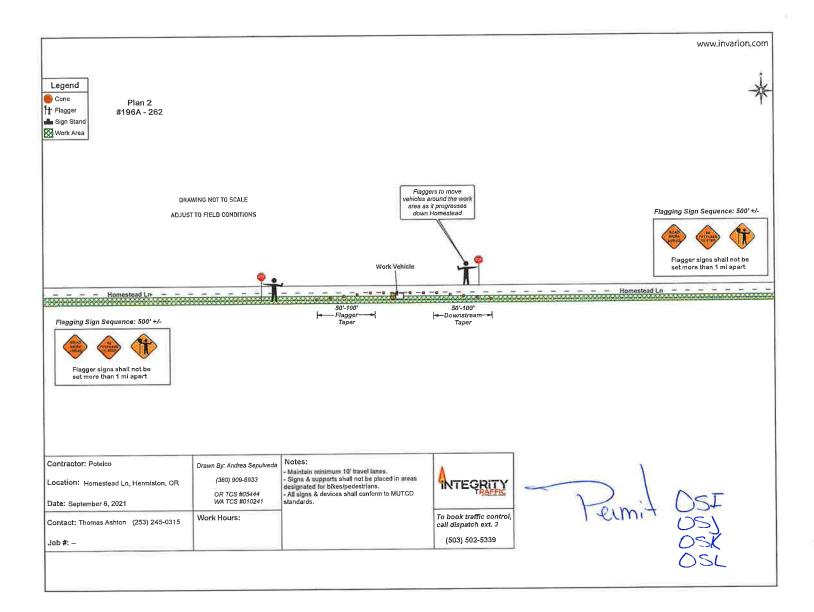


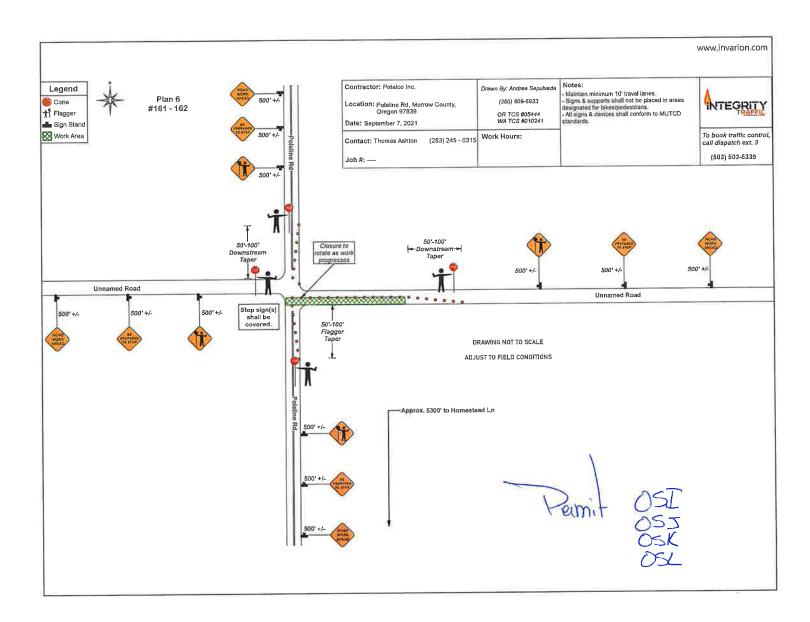
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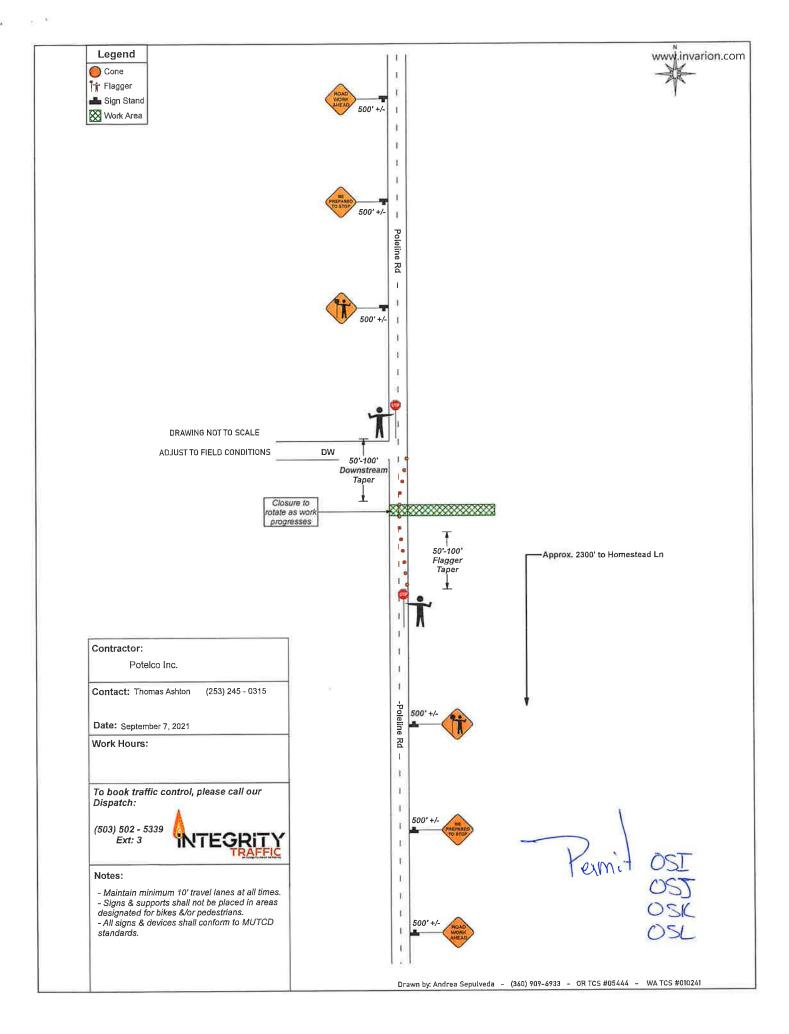
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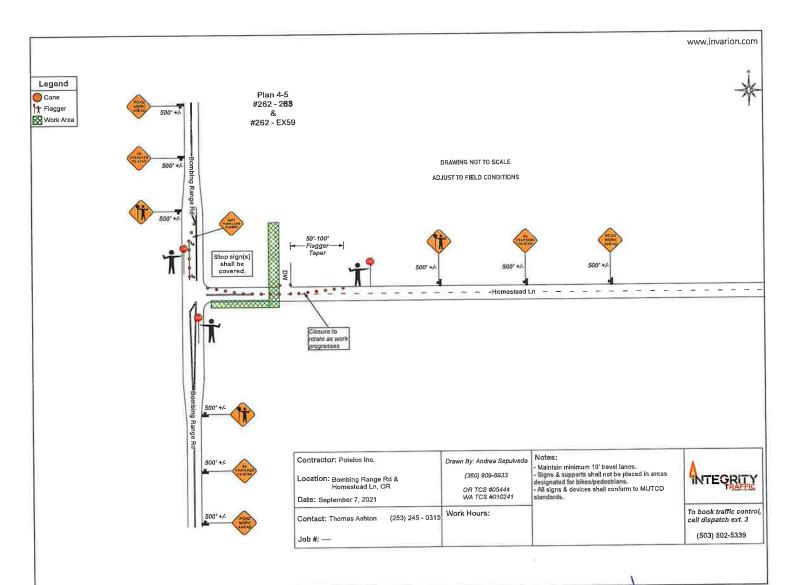
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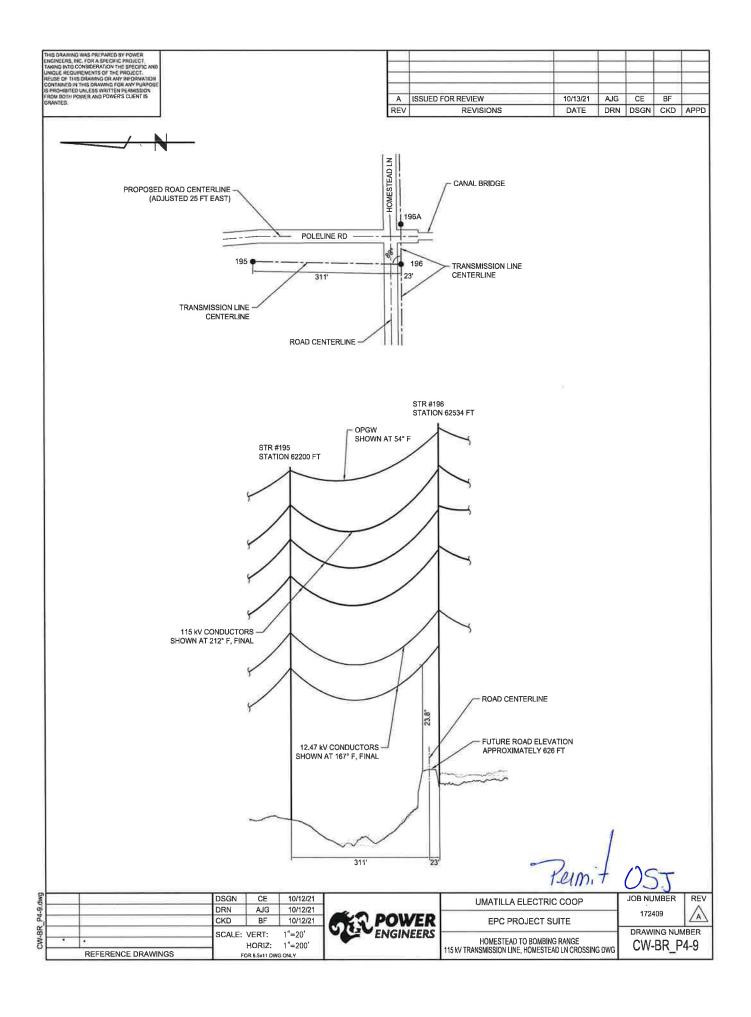








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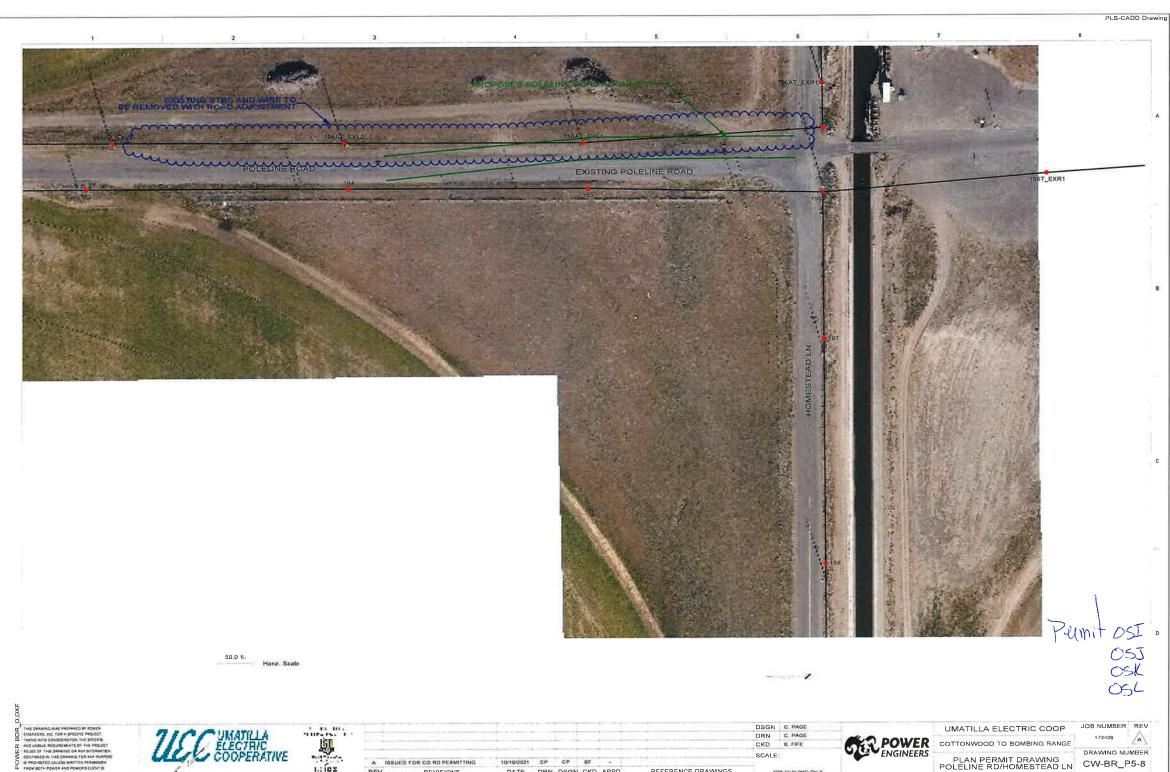
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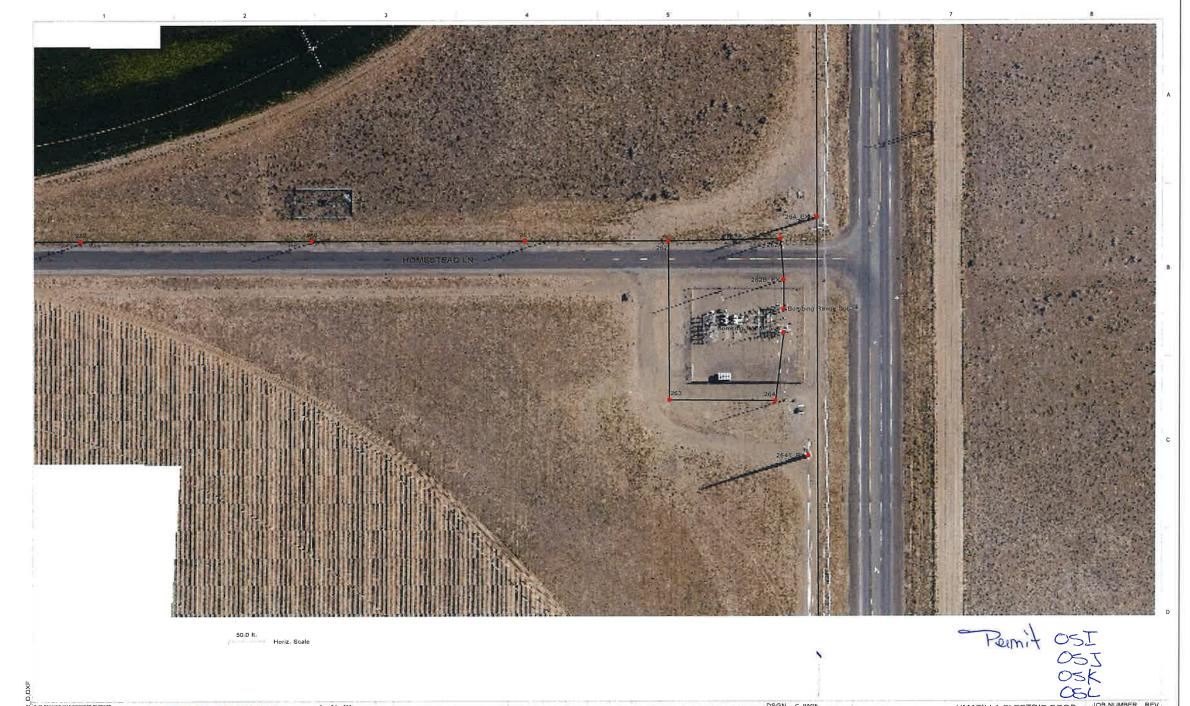
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# Umatilla Electric Co.-Op. Utility Permit Project Details For Permits#



Return to: MORROW COUNTY PUBLIC WORKS	APPLICATION #:	<u>osk</u>
365 West Highway 74 P.O. Box 428 Lexington, Oregon 97839	COUNTY ROAD #:	905
Phone: (541) 989-9500	ROAD NAME:	Poleline Road
Applicant Mailing Address Umatilla Electric Cooperative	APPLICATION FEI	Ε:
Name (Business Name, Attn: Name)	(CHECK ONE)	<b>T</b>
P O Box 1148  Mailing Address (Street/Post Office Box)	☐ Private (\$50.00)	Utility Company (No Fee)
Hermiston, Oregon, 97838	PAYMENT RECEIVE	VED:/
City, State, Zip Code 541-289-1522	09-73-7071-	PO ASC
Phone Number	(Date Payment Receive	d - Amount Received - Initials )
APPLICATION FOR NECESS (Water, Gas, Communication Service  Please fill out this form comp  We, Umatilla Electric Cooperative	e Lines, Fixtures, Signs,	and other Facilities)
( Name - Individual/Business ) ( P	hysical Address)	(Work Order Number)
hereby request permission either to locate w  Morrow County road  Poleline Road  (Name of Co  Homestead Lane, Sec 10, T  (Name of Co	at unty Road ) ownship 3 North, Range 26 Easunty Road )	miles from nearest  (Miles)  t  Gection (Township) (Range)
( Water, Gas, Telephone Lines, ect. )	$-$ of $\frac{115 \text{ kV}}{\text{(Dimensions)}}$ , Ce	enter Line 30 feet distance
from R/W line depth of line or	pipe, W-E X	side of road.
As more particularly described by the attached s	( Note N, S, E, W )	
PERMITTEE AGREES TO TERMS AND O		ATTACHED TWO PACES
		ATTACHED TWO TAGES
Page 1 (Initial)	Page 2	(Initial)
When work is completed call Morrow County Pu  PERMITTEE SIGNATURE:  (Signature of A	blic Works Office for fina	DATE: 9 133 13-( Date Signed)
State of Oregon		
County of MOREDW	_	
11.00 (2) (0)	<del></del>	
This instrument was acknowledged before	me on September 23	, 20 <u>21 </u>
by Went Vea Notary Juliuc - State of OREGON	MY COMMISSI	OFFICIAL STAMP KIRSTI LEA CASON TARY PUBLIC - OREGON DIMMISSION NO, 989746 ON EXPIRES JULY 21, 2023
Denied permit application may be appear	iled to the Morrow County Board of	f Commissioners
RECOMMENDED BY:		DATE:
( Assistant Road Ma	ster)	( Date Signed )
APPROVED BY:(Public Works Direction)	etor)	DATE:( Date Signed )
	ATTEST:	
	Allesi:	(Morrow County Clerk)
		(1410110W County Clerk)

# PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

# **SPECIFICATIONS:**

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

## **ROAD CROSSING:**

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

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

# ADJACENT TO ROADWAY:

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

MORROW COUNTY PUBLIC WORKS
Application for Necessity to Build Right of Way
Page 1 of 2

### **TRAFFIC**

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

## **INSURANCE**

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

## **REPAIRS**

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

# REMOVEAL, RELOCATION AND REPAIR

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

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

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

MORROW COUNTY PUBLIC WORKS
Application for Necessity to Build Right of Way
Page 2 of 2





3940 GLENBROOK DRIVE PO BOX 1066 HAILEY, ID 83333 USA

> PHONE 208-788-3456 FAX 208-788-2082

# **MEMORANDUM**

HOLIS	0 4 1 12 2021	
DATE:	October 13, 2021	
то:	Wendy Neal (UEC	C)
C:	Chad Campfield (	UEC)
	Cole Bode (UEC)	
	Scott Ross (POW)	ER)
	Kevin Lincoln (Po	OWER)
	Cesar Enoki (POV	VER)
	Cody Page (POW	ER)
	Russ Katt (QISG)	
	Christopher Sharl	ow (QISG)
FROM:	Buck Fife	
SUBJECT:	172409	Cottonwood to Bombing Range

### MESSAGE

C . B

This memo provides narrative describing Umatilla Electric Cooperative's (UEC) Cottonwood to Bombing Range Overhead Transmission and Distribution project's (PROJECT) interactions with Morrow County roads. This narrative is supplemental to the provided crossing permit drawings and mapbook.

The PROJECT involves the replacement of existing wood poles and wires with new ductile iron poles, steel poles, and wires. The PROJECT design includes a minimum vertical clearance to ground and all roadways of 21.5 ft for 12.47 kV distribution conductors and 23.1 ft for 115 kV transmission conductors. Existing distribution tap conductors will be transferred to the new structures as necessary.

The PROJECT enters Morrow County near UEC's Ordnance Substation with an east-west alignment crossing the county line between Umatilla and Morrow County. The PROJECT centerline continues west for approximately 5.1 miles. The western end of this alignment crosses Poleline Road. This Poleline Road crossing is described in crossing permit drawing CW-BR\_P4-4. At this location, the minimum vertical clearance to the roadway is 31.4 ft.

After crossing Poleline Road, the PROJECT alignment turns south running parallel to Poleline Road on the West side of the road for approximately 2.0 miles. Structure locations along this portion of the alignment are generally adjacent to existing transmission and/or distribution structures and, similar to the existing structures, are located approximately 25 to 30 ft off the road centerline. Approximately 1.5 miles south of the Poleline Road crossing, the transmission circuit will cross Poleline Road to enter UEC's Homestead Substation. This Poleline Road crossing is described in crossing permit drawing CW-BR P4-5. At this location, the minimum vertical

clearance to the roadway is 35.5 ft. The southern end of this alignment crosses Homestead Lane. This Homestead Lane crossing is described in crossing permit drawing CW-BR\_P4-6. At this location, the minimum vertical clearance to the existing roadway is 26.4 ft.

After crossing Homestead Lane, the PROJECT alignment turns west running parallel to Homestead Lane on the South side of the road for approximately 4.0 miles. Structure locations along this portion of the alignment are generally adjacent to existing transmission and/or distribution structures and, similar to the existing structures, are located approximately 20 to 30 ft off the road centerline. The western end of this alignment crosses Homestead Lane described in crossing permit drawing CW-BR\_P4-7. At this location, the minimum vertical clearance to the existing roadway is 38 ft.

It is understood that there are planned future modifications to the intersection of Poleline Road and Homestead Lane. These modifications include raising the road at the intersection to the height of the canal bridge and relocating the centerline of Poleline Road approximately 25 ft to the east to better align with the canal bridge centerline. This modification will change the road location described in crossing permit drawing CW-BR\_P4-5, reduce the minimum vertical clearance to the roadway and increase the grade at the PROJECT structure locations 196 and 196A. Based on information provided describing this intersection modification, crossing permit drawing CW-BR\_P4-9 describes the future arrangement. At this location, the minimum vertical clearance to the future roadway is 23.8 ft. The road modification will increase the distance from the road centerline to PROJECT structure location 195 by approximately 25 ft. The grade increase at PROJECT structure locations 196 and 196A require increased foundation reveals at these structures to avoid overburden covering the structure anchor bolts and baseplates.

Relocating Poleline Road 25 ft to the east would result in interference with existing UEC structures at this location. Following PROJECT construction activities in this area expected to be completed in March, 2022, these existing structures can be removed to facilitate the road modification and not cause any interference.



## **Matt Scrivner**

From: Cole Bode <Cole.Bode@umatillaelectric.com>

Sent: Tuesday, October 19, 2021 5:04 PM

**To:** Matt Scrivner

**Cc:** Chad Campfield; Wendy Neal

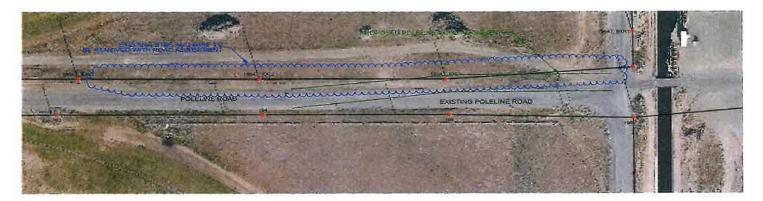
Subject: RE: UEC-Meet Matt @ Pole Line/Homestead

Attachments: CW-BR\_P5.pdf

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

### Matt,

Thanks for meeting us in the field this afternoon. I have attached the most recent plan drawings for the transmission alignment along Pole Line and Homestead. As discussed in the field the three existing spans on the East side of Pole Line will be removed permanently to allow for the County Road improvements. Please let us know if you need anything else for the BoC.



Cole Bode, PE
Manager of Engineering
0:541-289-1566
C:541-561-3872
Umatilla Electric Cooperative

----Original Appointment----

From: Cole Bode

Sent: Thursday, October 14, 2021 10:08 AM

To: Cole Bode; Chad Campfield; Wendy Neal; Matt Scrivner

Subject: UEC-Meet Matt @ Pole Line/Homestead

When: Tuesday, October 19, 2021 12:00 PM-12:30 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Intersection Pole Line and Homestead

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Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, copy, use,

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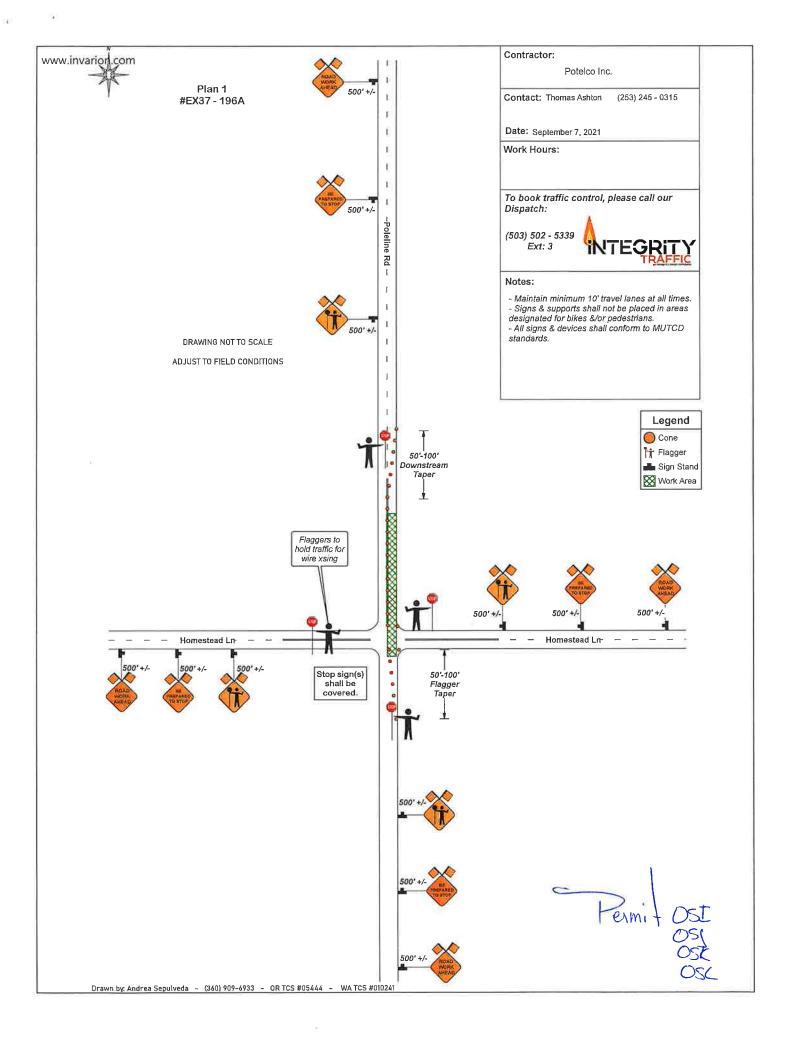
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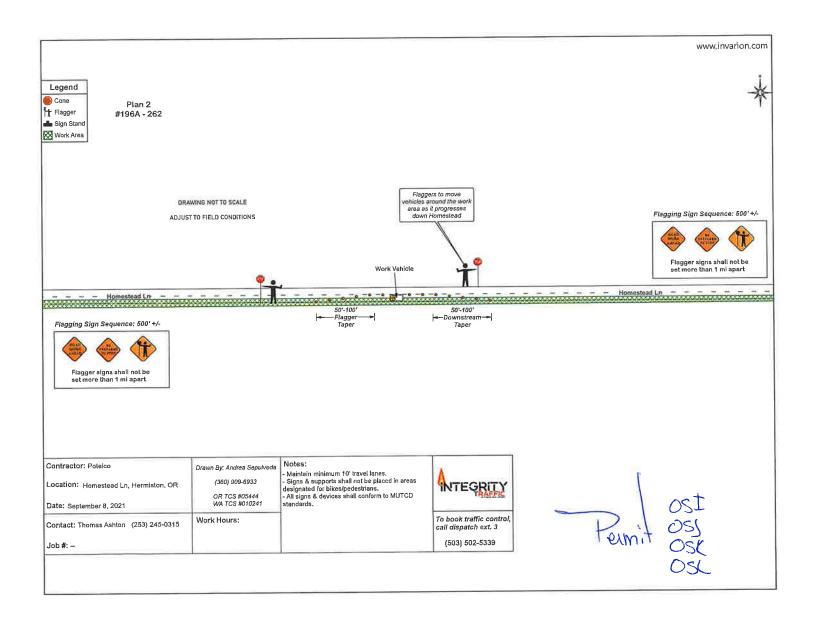


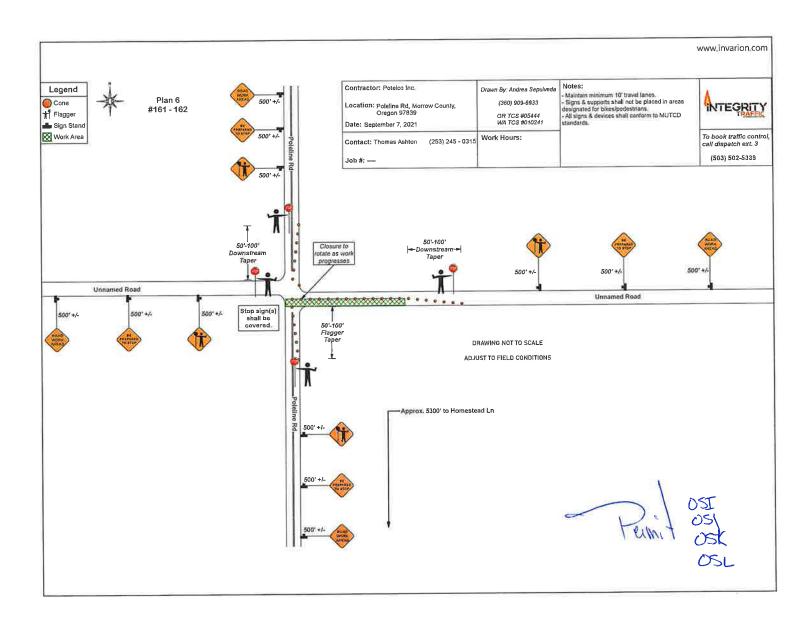
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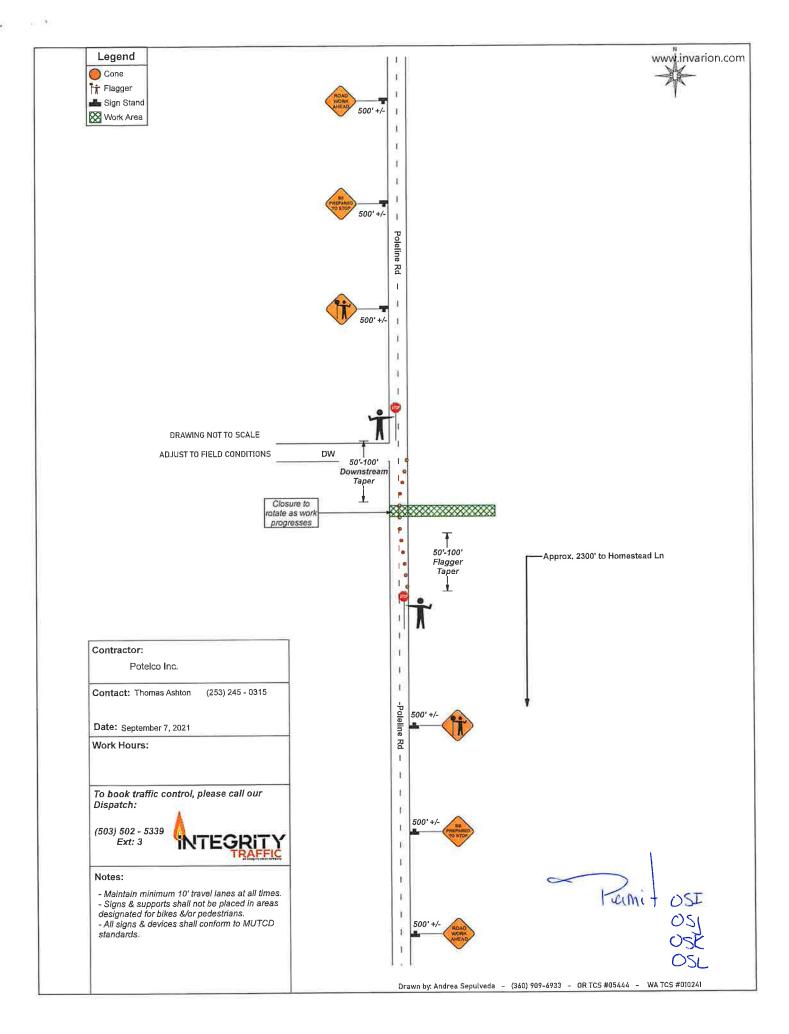
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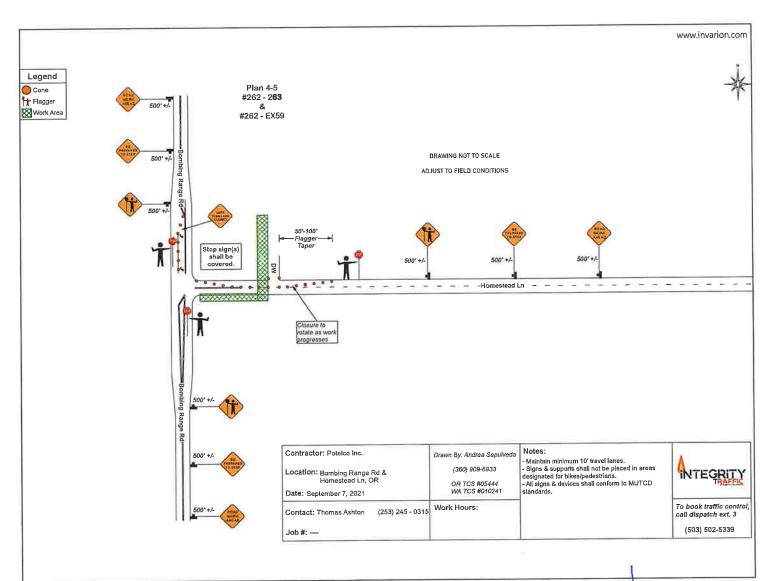
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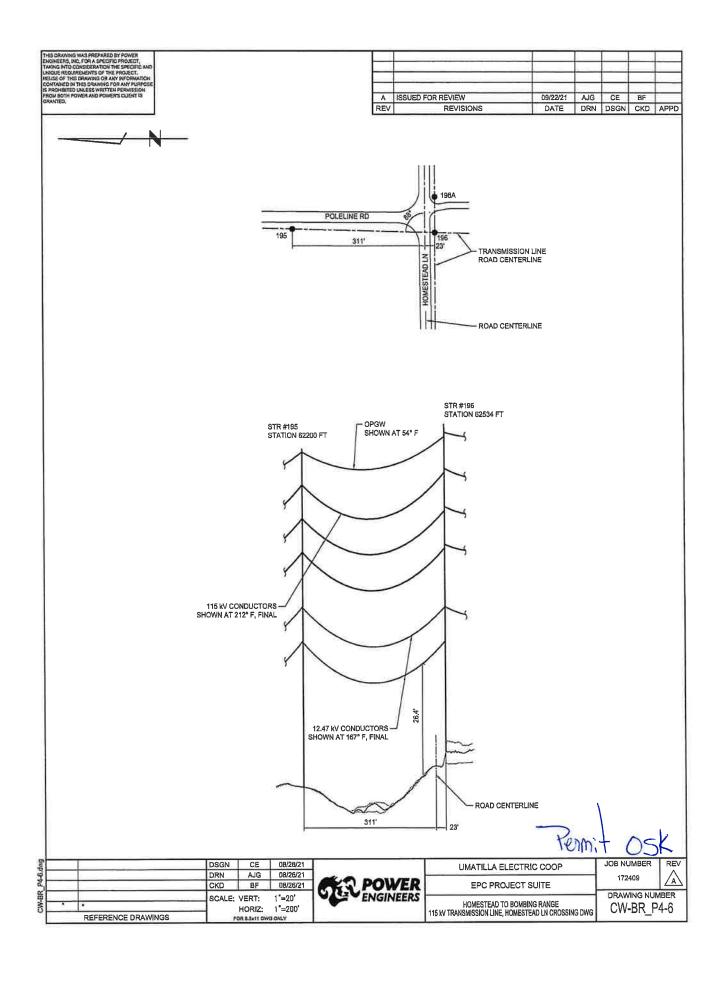








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# Umatilla Electric Co.-Op. Utility Permit Project Details For Permits#



Return to:	APPLICATION #:	054
MORROW COUNTY PUBLIC WORKS 365 West Highway 74		905
P.O. Box 428 Lexington, Oregon 97839	COUNTY ROAD #	. 105
Phone: (541) 989-9500	ROAD NAME:	Poleline Road
Applicant Mailing Address		
Umatilla Electric Cooperative	APPLICATION FE	Æ:
Name (Business Name, Attn: Name) P O Box 1148	(CHECK ONE) Private (\$50.00)	Utility Company (No Fee)
Mailing Address (Street/Post Office Box)	,	
Hermiston, Oregon, 97838  City, State, Zip Code	PAYMENT RECEI	VED:
541-289-1522	09.73.2021-	49 6
Phone Number	(Date Payment Receiv	ed - Amount Received - Initials )
APPLICATION FOR NECESS	SITY TO BUILD ON RI	GHT OF WAY
(Water, Gas, Communication Service	e Lines, Fixtures, Signs,	and other Facilities)
Please fill out this form comp	oletely in ink (Blue or Bla	ck) or type.
We, Umatilla Electric Cooperative		
	Physical Address)	(Work Order Number)
hereby request permission either to locate w Morrow County road Sage Hollow Ranch, Sec 10	,	0.05 miles from nearest
( Name of C	ounty Road )	( Miles )
interstection with road Bombing Range Road, Sec (Name of C		26 East Section ) (Township ) (Range)
E.W.M. with a Electric Line		Center Line 27 feet distance
(Water, Gas, Telephone Lines, ect.)	(Dimensions)	(Distance) X side of road.
from R/W line depth of line or	pipe, $\frac{W-E}{\text{(Note N, S, E, W)}}$	X side of road.
As more particularly described by the attached	sketch.	
PERMITTEE AGREES TO TERMS AND	CONDITIONS ON THE	ATTACHED TWO PAGES
Page 1 \w	Page 2	~
(Initial)	3	(Initial)
Additional Terms an	d Conditions to be noted	l here.
When work is completed call Morrow County P	ublic Works Office for fir	nal inspection at (541) 989-9500.
PERMITTEE SIGNATURE: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	. ()	0/00/01
	Authorized Permittee )	DATE: 9 33121
State of Oregon		
(a)	<del></del>	
County of MORKOW	<del></del>	
This instrument was acknowledged before	e me on September 23	, 20 21
by Mendy Neal	_	OFFICIAL STAMP
SAAnson		KIRSTI LEA CASON  IOTARY PUBLIC - OREGON
Notary Public - State of OCECON	()	COMMISSION NO. 989746 SION EXPIRES JULY 21, 2023
	(Seeses)	9499999999
Denied permit application may be appe	ealed to the Morrow County Board	of Commissioners
RECOMMENDED BY:( Assistant Road M	(	DATE:
·	aster)	( Date Signed )
APPROVED BY:(Public Works Dir	ector)	DATE:( Date Signed )
`	,	(=====,
	ATTEST: _	(Morrow County Clerk)

(Morrow County Clerk)

## PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

# **SPECIFICATIONS:**

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

# **ROAD CROSSING:**

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

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
  - 1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with ¾" 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
  - 2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1"-0" or 3/4"-0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration Pipelines
  - 1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
  - 2. Where a buried crossing is sough, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

# ADJACENT TO ROADWAY:

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

MORROW COUNTY PUBLIC WORKS
Application for Necessity to Build Right of Way
Page 1 of 2

## TRAFFIC

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

### INSURANCE

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

### REPAIRS

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

# REMOVEAL, RELOCATION AND REPAIR

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

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

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

MORROW COUNTY PUBLIC WORKS
Application for Necessity to Build Right of Way





3940 GLENBROOK DRIVE PO BOX 1066 HAILEY, ID 83333 USA

> PHONE 208-788-3456 FAX 208-788-2082

# **MEMORANDUM**

DATE:	October 13, 2021		
то:	Wendy Neal (UEC	)	
C:	Chad Campfield (U	JEC)	
	Cole Bode (UEC)		
	Scott Ross (POWE	R)	
	Kevin Lincoln (POWER)		
	Cesar Enoki (POWER)		
	Cody Page (POWER)		
	Russ Katt (QISG)		
	Christopher Sharlo	w (QISG)	
FROM:	Buck Fife		
SUBJECT:	172409	Cottonwood to Bombing Range	

### MESSAGE

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This memo provides narrative describing Umatilla Electric Cooperative's (UEC) Cottonwood to Bombing Range Overhead Transmission and Distribution project's (PROJECT) interactions with Morrow County roads. This narrative is supplemental to the provided crossing permit drawings and mapbook.

The PROJECT involves the replacement of existing wood poles and wires with new ductile iron poles, steel poles, and wires. The PROJECT design includes a minimum vertical clearance to ground and all roadways of 21.5 ft for 12.47 kV distribution conductors and 23.1 ft for 115 kV transmission conductors. Existing distribution tap conductors will be transferred to the new structures as necessary.

The PROJECT enters Morrow County near UEC's Ordnance Substation with an east-west alignment crossing the county line between Umatilla and Morrow County. The PROJECT centerline continues west for approximately 5.1 miles. The western end of this alignment crosses Poleline Road. This Poleline Road crossing is described in crossing permit drawing CW-BR\_P4-4. At this location, the minimum vertical clearance to the roadway is 31.4 ft.

After crossing Poleline Road, the PROJECT alignment turns south running parallel to Poleline Road on the West side of the road for approximately 2.0 miles. Structure locations along this portion of the alignment are generally adjacent to existing transmission and/or distribution structures and, similar to the existing structures, are located approximately 25 to 30 ft off the road centerline. Approximately 1.5 miles south of the Poleline Road crossing, the transmission circuit will cross Poleline Road to enter UEC's Homestead Substation. This Poleline Road crossing is described in crossing permit drawing CW-BR\_P4-5. At this location, the minimum vertical

clearance to the roadway is 35.5 ft. The southern end of this alignment crosses Homestead Lane. This Homestead Lane crossing is described in crossing permit drawing CW-BR\_P4-6. At this location, the minimum vertical clearance to the existing roadway is 26.4 ft.

After crossing Homestead Lane, the PROJECT alignment turns west running parallel to Homestead Lane on the South side of the road for approximately 4.0 miles. Structure locations along this portion of the alignment are generally adjacent to existing transmission and/or distribution structures and, similar to the existing structures, are located approximately 20 to 30 ft off the road centerline. The western end of this alignment crosses Homestead Lane described in crossing permit drawing CW-BR\_P4-7. At this location, the minimum vertical clearance to the existing roadway is 38 ft.

It is understood that there are planned future modifications to the intersection of Poleline Road and Homestead Lane. These modifications include raising the road at the intersection to the height of the canal bridge and relocating the centerline of Poleline Road approximately 25 ft to the east to better align with the canal bridge centerline. This modification will change the road location described in crossing permit drawing CW-BR\_P4-5, reduce the minimum vertical clearance to the roadway and increase the grade at the PROJECT structure locations 196 and 196A. Based on information provided describing this intersection modification, crossing permit drawing CW-BR\_P4-9 describes the future arrangement. At this location, the minimum vertical clearance to the future roadway is 23.8 ft. The road modification will increase the distance from the road centerline to PROJECT structure location 195 by approximately 25 ft. The grade increase at PROJECT structure locations 196 and 196A require increased foundation reveals at these structures to avoid overburden covering the structure anchor bolts and baseplates.

Relocating Poleline Road 25 ft to the east would result in interference with existing UEC structures at this location. Following PROJECT construction activities in this area expected to be completed in March, 2022, these existing structures can be removed to facilitate the road modification and not cause any interference.



## **Matt Scrivner**

From: Cole Bode <Cole.Bode@umatillaelectric.com>

Sent: Tuesday, October 19, 2021 5:04 PM

To: Matt Scrivner

Cc: Chad Campfield; Wendy Neal

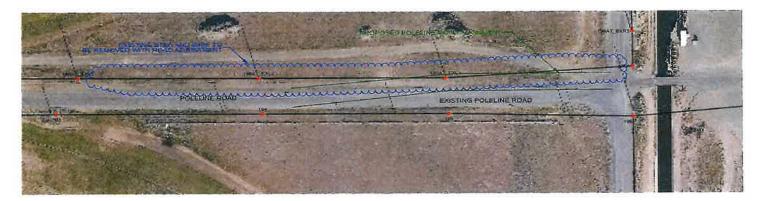
Subject: RE: UEC-Meet Matt @ Pole Line/Homestead

**Attachments:** CW-BR\_P5.pdf

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

## Matt,

Thanks for meeting us in the field this afternoon. I have attached the most recent plan drawings for the transmission alignment along Pole Line and Homestead. As discussed in the field the three existing spans on the East side of Pole Line will be removed permanently to allow for the County Road improvements. Please let us know if you need anything else for the BoC.



Cole Bode, PE
Manager of Engineering
0:541-289-1566
C:541-561-3872
Umatilla Electric Cooperative

-----Original Appointment-----

From: Cole Bode

Sent: Thursday, October 14, 2021 10:08 AM

To: Cole Bode; Chad Campfield; Wendy Neal; Matt Scrivner

Subject: UEC-Meet Matt @ Pole Line/Homestead

When: Tuesday, October 19, 2021 12:00 PM-12:30 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Intersection Pole Line and Homestead

Permit

# ROAD PERMIT DRAWING

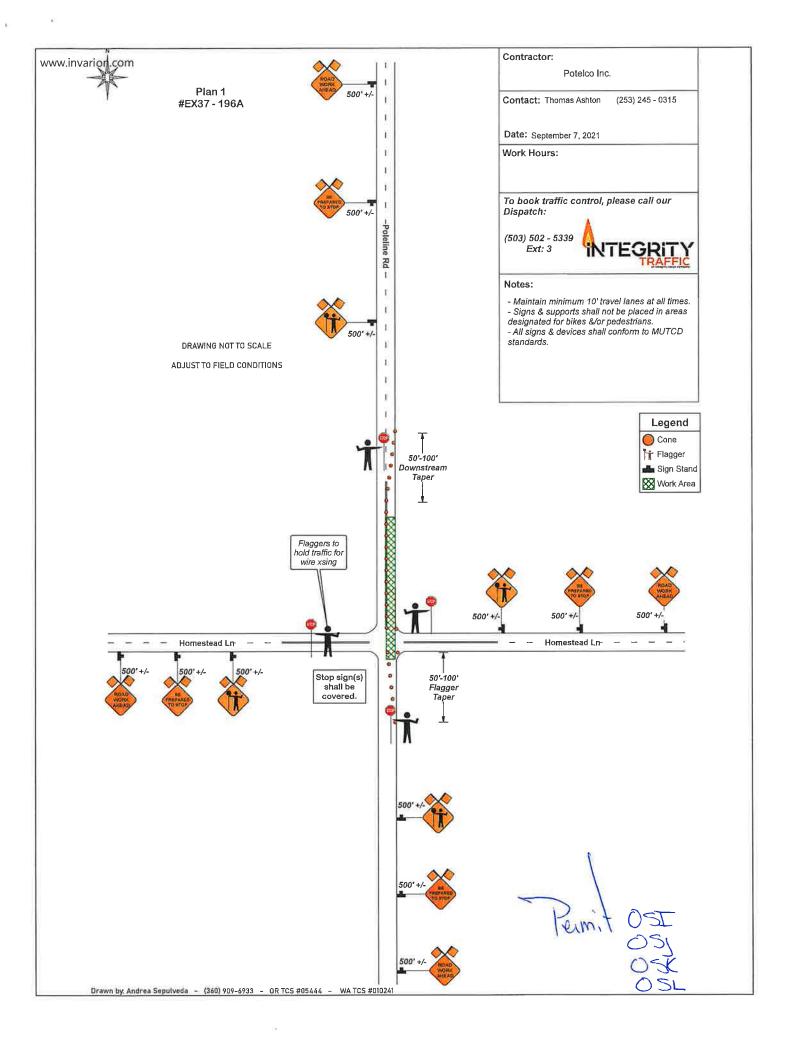
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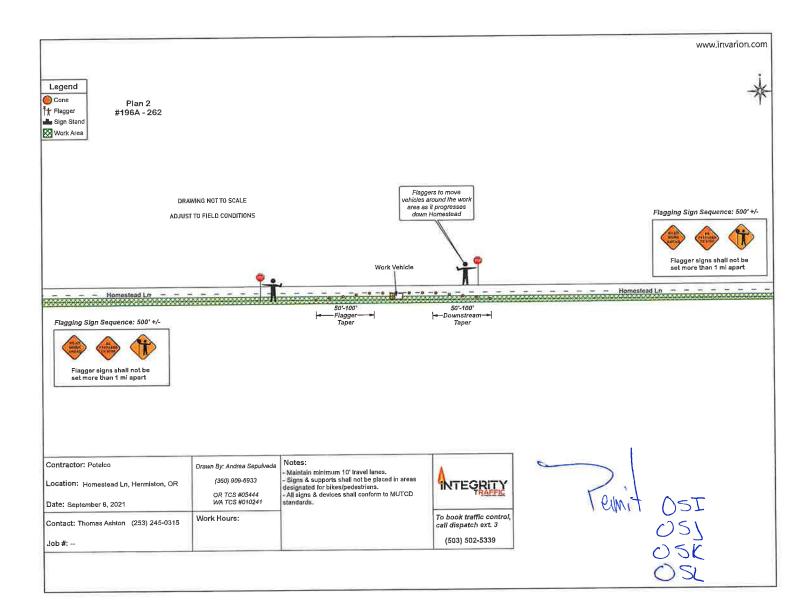


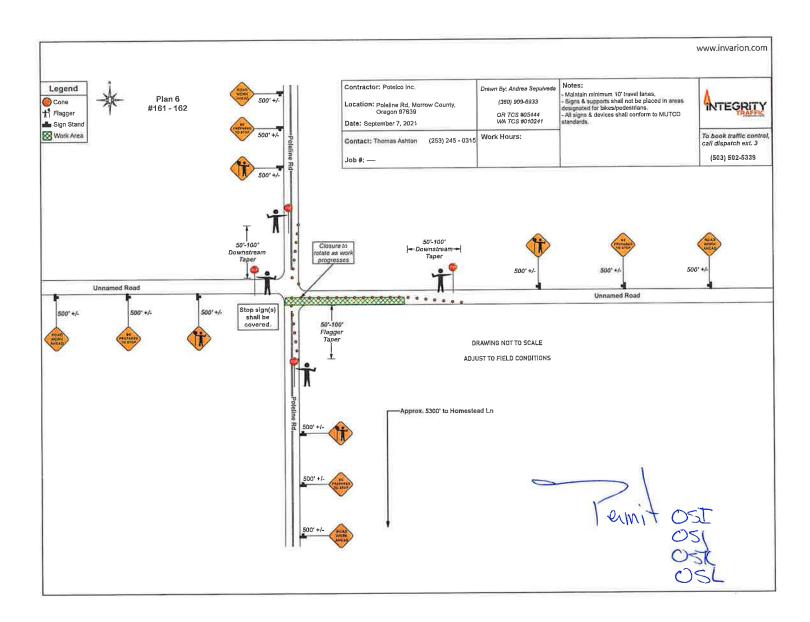
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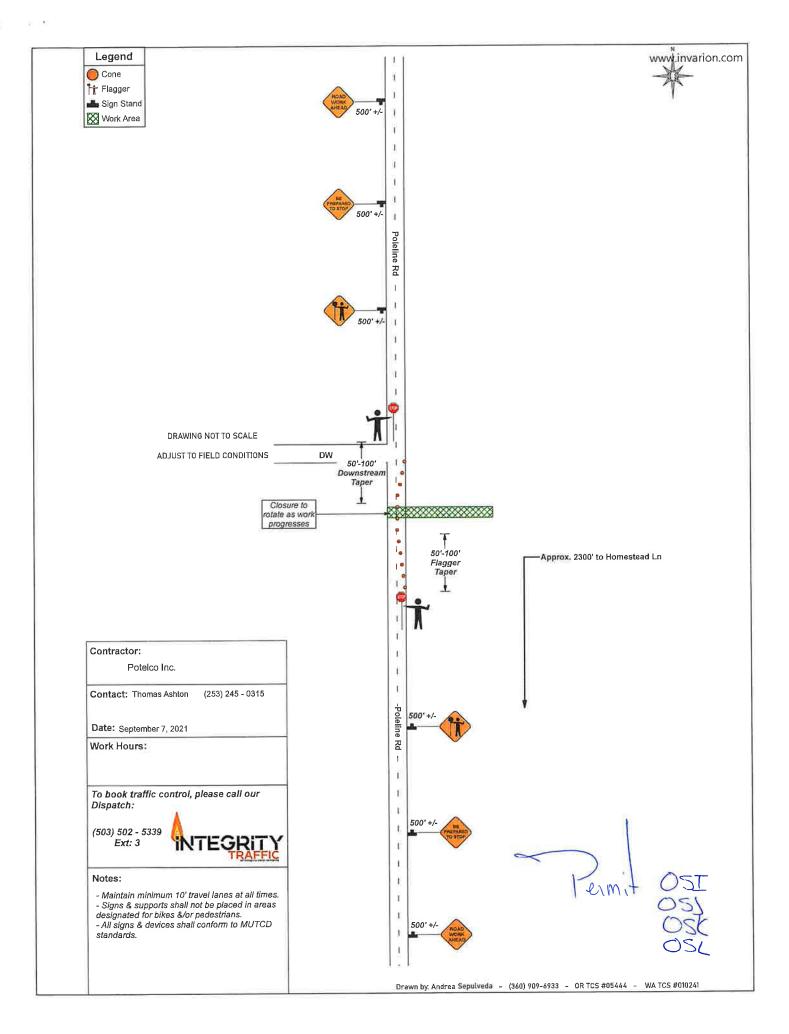
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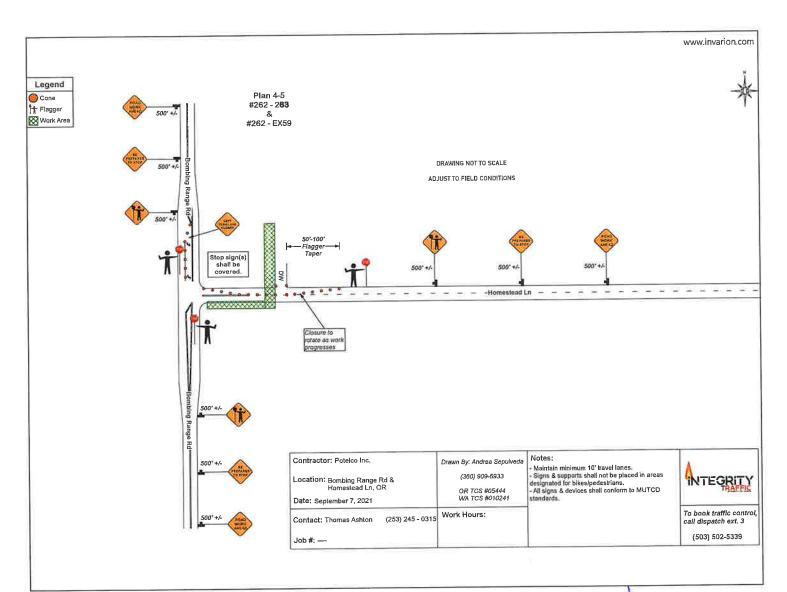
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Material:	County Road TCP's			SPEC Se	ction: Submittals	
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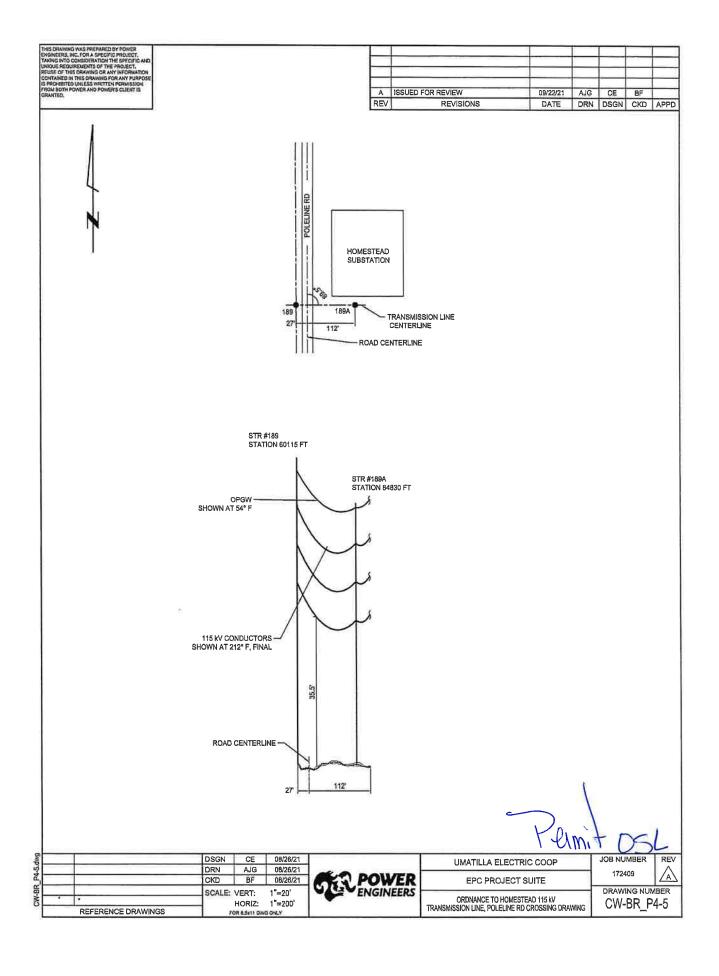








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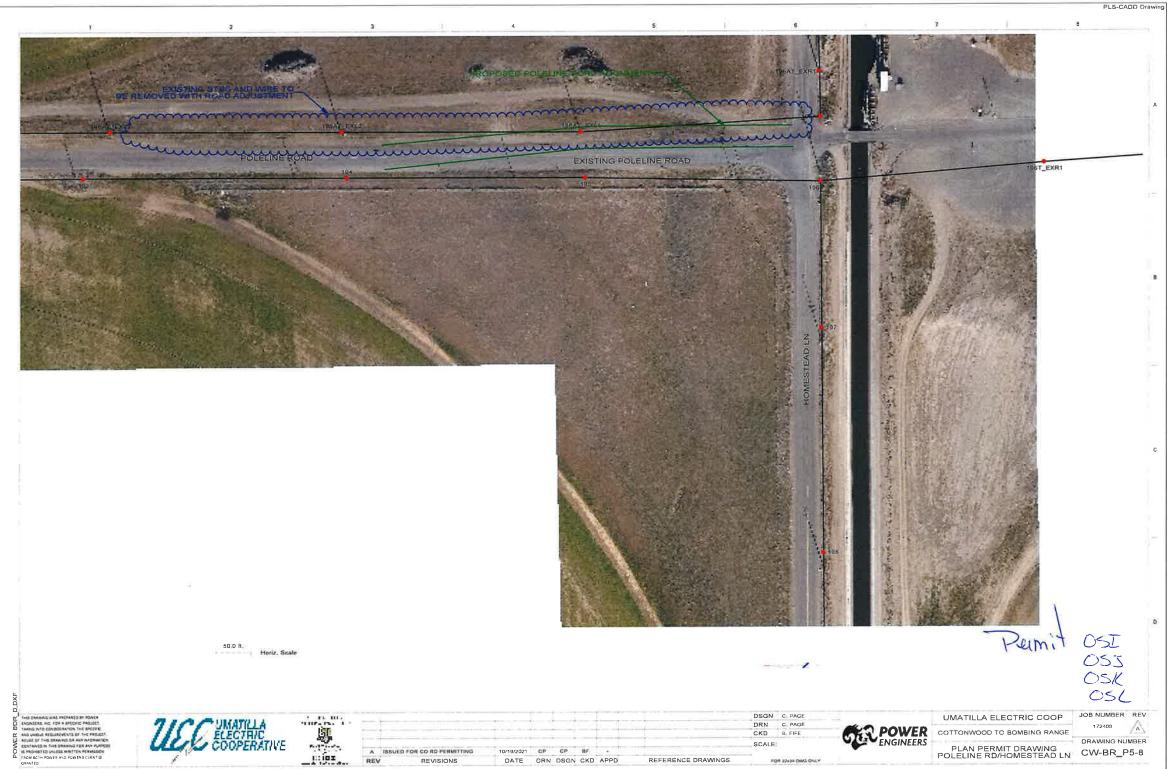
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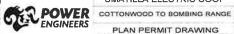
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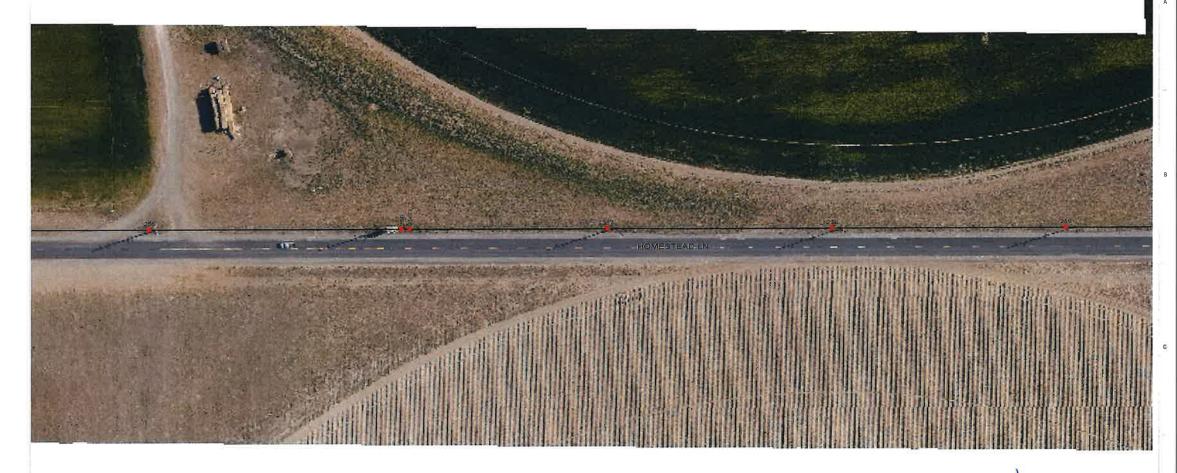
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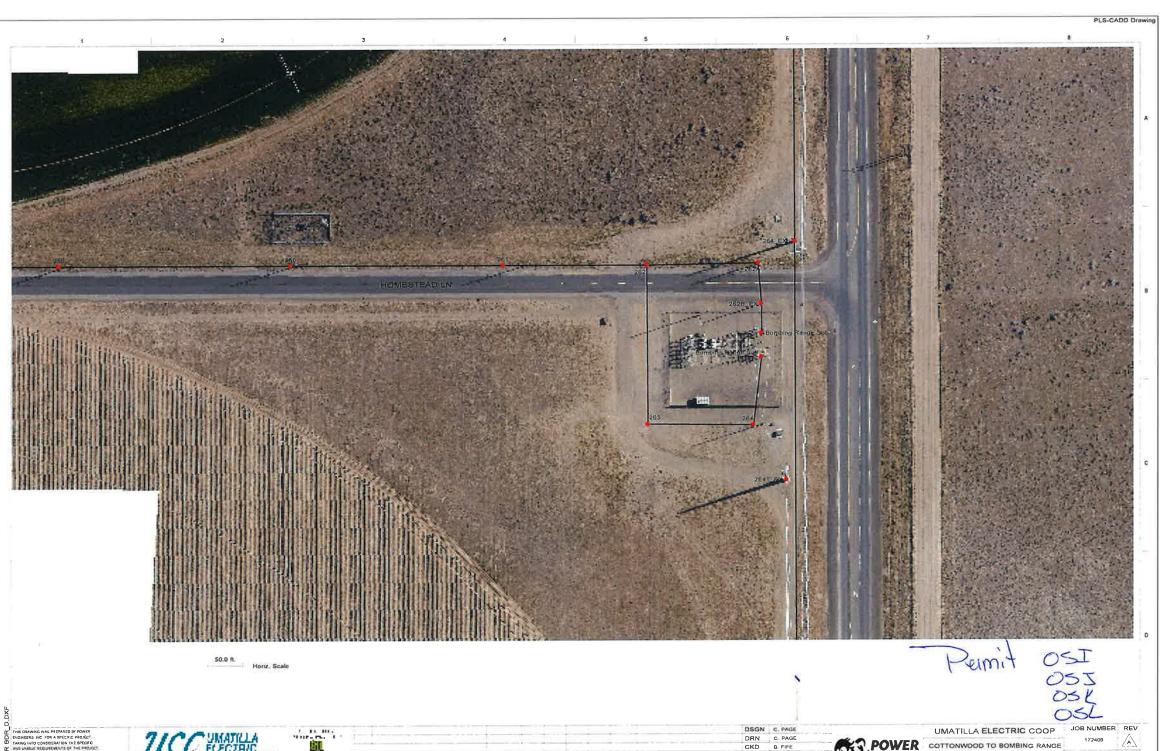
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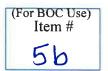
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#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 1 of 2)



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

Presenter at BOC: Ann Jones Department: Fair Short Title of Agenda Item: (No acronyms please)  Appoint 2 board r	Date submitted to Requested Ag members	
This Item Involv  Order or Resolution Ordinance/Public Hearing: Ist Reading 2nd Readi Public Comment Anticipated Estimated Time: Document Recording Requir	ing Consent A  d: Discussion  Estimated	ents Project/Committee genda Eligible 1 & Action
N/A Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000?	Through: Budget Line:	
Reviewed By:  Ann Jones  DATE	Department Director	Required for all BOC meetings
famel DATE	Z Administrator	Required for all BOC meetings
DATE	County Counsel	*Required for all legal documents
DATE	Finance Office	*Required for all contracts; other items as appropriate.
	Human Resources	*If appropriate
	*Allow I week for review (submit to all simu	Itaneously). When each office has notified the submitting

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

#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

Fair board has had 2 open positions for the better part of the year. We have advertised in the papers, with the chambers and social media.

We were fortunate enough to have Brittany Casperson step in at the beginning of July eager to help with fair, she was a great help during the week and brings a new energy and ideas to the board.

Alita Nelson approached one of the board members during fair and said she was interested in joining the board, as an active 4H leader for 20+ years she brings a knowledge of understanding the program and great ideas on how to bring both programs together for the betterment of all involved.

At this time we would ask the Board of Commissioners to appoint both Brittany Casperson and Alita Nelson to the Morrow County Fair Board.

#### 2. FISCAL IMPACT:

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

Appoint Brittany Casperson with term expiration of December 31, 2024 Appoint Alita Nelson with term expiration of December 31, 2024

<sup>\*</sup>Attach additional background documentation as needed.

Dear Morrow County Fair Board members,

I, Brittany Casperson, write this letter to express my sincere interest to join the Morrow County Fair Board. I have been a member of the community for the last 4 years and am looking to be more involved. Although relatively new to the community, I have deep roots in agriculture as I grew up on a small dairy and now beef operation where we still raise alfalfa hay, winter wheat, and malt barley in Idaho. I want to join the Morrow County Fair Board to help our community members of all ages and backgrounds enjoy all the celebrations while also gaining a greater knowledge and appreciation about all agriculture has to offer.

I would like to bring more awareness to the Morrow County Fair with the desire to gain more involvement from the North end of the county, not only with attendance but also through great programs such as 4-H and FFA. The team I work with at Threemile Canyon Farms strives to do this for our community members who have an interest in a dairy project. Our goal was to spark interest and help our community members learn more about the dairy industry. I believe there are numerous opportunities, similar to the goals of the Threemile team, to continue growing our Morrow County Fair while helping those who attend, understand at a new level, the agriculture commodities that are produced right here in our community.

Thank you for your time in serving our community. I look forward to joining the team in the capacity as a Morrow County Fair Board member.

Sincerely,

**Brittany Casperson** 

Hi, my name is Alita Nelson and I've been a resident of Morrow County for 21 years and a 4H leader in Morrow County also. I work for CCS, I'm a volunteer ambulance driver, and 4H leader. My family is continuing to grow roots in Morrow County as my daughter is a 4H leader now and my husband is employed at MCGG.

I was on the fair board years ago when my kids where in 4H and now that I'm seeing the next generations come along I would like to be involved again in the Fair board to be a representative of Morrow County and continue to help with the growth of the Morrow County fair!

I would be honored to be a fair board member again.

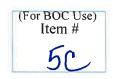
Sincerely,

Alita Nelson



#### **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)



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

Presenter at BOC: Katie Imes	Date submitted to reviewers: 10/20/21
Department: The Loop - Public Transit	Requested Agenda Date: 10/27/21
Short Title of Agenda Item: (No acronyms please)  Request for Appointment for Improvement Fund Advisor	or the Special Transportation Fund and Statewide Transportation
This Item Involves: (Ch  Order or Resolution Ordinance/Public Hearing: Ist Reading Public Comment Anticipated: Estimated Time: Document Recording Required Contract/Agreement	eck all that apply for this meeting.)  Appointments  Update on Project/Committee  Consent Agenda Eligible  Discussion & Action  Estimated Time:  Purchase Pre-Authorization  Other
N/A Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000?	Through: Budget Line:
Reviewed By:	
DATE	artment Director Required for all BOC meetings
Mutty DATE Adm	Required for all BOC meetings
Cour	*Required for all legal documents
Fina	*Required for all contracts; other items as appropriate.
·	an Resources *If appropriate
DATE *Allow I w	

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

#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

Stephanie Case, Morrow County Planner has submitted a letter of request to serve on the Special Transportation Fund and the Statewide Transportation Improvement Advisory Committees, representing "local government, land use planner". Attached are the Committee Member lists that define the geographic area and populations they represent in Morrow County. Please see her attached letter.

#### 2. FISCAL IMPACT:

N/A

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

Motion to approve Stephanie Case to the Special Transportation Fund and the Statewide Transportation Improvement Fund Advisory Committees, term expiring on December 31, 2022.

Attach additional background documentation as needed.



# THE LOOP - MORROW CO. TRANSPORTATION

P.O. Box 495 · Heppner, Oregon 97836 · (541) 676-5667 · 1-855-644-4560

Date: October 12, 2021	
To Whom It May Concern,	
I would like to be considered for the following committee(s).	
Statewide Transportation Improvement Fund (STIF) Special Transportation Fund (STF)	☐ Reappointment☐ Reappointment
I would like to see this program thrive in Morrow County because have in transportation:	of the following interest that I
As a Planner for Morrow County, I We	ould like to see
As a Planner for Morrow County, / We the program thrive to offer transporta	tion Solutions
for all citizens in Morrow County.	
I feel like I can contribute to this committee by representing the fo	llowing areas: *See next page
Local Government / Land Use Planner	
Thank you,	
Name: Stephanie lase	
Address: PO Box 40, Irrigon, OR 1844	_
Phone Number: <u>541-922-44624</u>	
Email: Scase Q. MOVYOW, OV. US	



#### THE LOOP - MORROW CO. TRANSPORTATION

P.O. Box 495 · Heppner, Oregon 97836 · (541) 676-5667 · 1-855-644-4560

#### \*List of Committee Member Representations

Local governments, including land-use planners;

Public Transportation Service Providers;

Non-profit entities which provide public transportation services;

Neighboring public transportation service providers;

Employers;

Social and human service providers;

Transit users;

Transit users who depend on transit for accomplishing daily activities;

Individuals age 65 or older;

People with disabilities;

Low-income individuals;

Social equity advocates;

Environmental advocates;

Bicycle and pedestrian advocates;

People with limited English proficiency;

Educational institutions; or,

Major destination for users of public transit.



#### **AGENDA ITEM COVER SHEET**

(For BOC Use) Item #

Morrow County Board of Commissioners (Page 1 of 2)

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

Presenter at BOC: Darrell Green	Date submitted to			
Department: Administration Short Title of Agenda Item: (No acronyms please) Intent to Award	Requested Ago d Bus Barn and Transit Facility	enda Date: 10/27/2021  Request for Qualifications		
(No acronyms picase)				
" <u>—</u>	es: (Check all that apply for thi	<u> </u>		
Order or Resolution Ordinance/Public Hearing:  Appointments Update on Project/Committee				
☐ 1st Reading ☐ 2nd Reading ☐ Consent Agenda Eligible				
Public Comment Anticipated	77 C			
Estimated Time:		Time: 10 minutes		
Document Recording Require Contract/Agreement	red Purchase F	Pre-Authorization		
Contract/Agreement	Outer			
	e-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		
DATE				
Darrell J Green 10/26/2  DATE	021Administrator	Required for all BOC meetings		
DATE	County Counsel	*Required for all legal documents		
DATE	Finance Office	*Required for all contracts; other items as appropriate.		
	Human Resources	*If appropriate		

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

\*Allow I 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 avenda,

#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

On October 6, 2021 we issued a Request for Qualifications (RFQ) for a Bus Barn and Transit Facility. Morrow County is seeking qualified consultants to assist the County by providing Architectural and Engineering services for the preliminary planning, design and construction management of a new Bus Barn and Transit Facility.

The evaluation team of Katie Imes, Nick Ducote (consultant) and Darrell Green, reviewed the three proposals on October 21, 2021. We determined to interview the following three companies, Pivot Architecture and Engineering, CIDA Architecture and Engineering and Design West Architecture on October 25, 2021. The RFQ proposal evaluation scoring sheet is attached.

It is the consensus of the evaluation team to recommend issuing an 'Intent to Award' to Pivot Architecture.

The funding for Phase 1 of this project comes from a State STIF discretionary grant we were awarded in July, see attached executed grant. \$78,832.00 is from the grant and \$19,708.00 will be a match from The Loop. The match will come from our STIF formula plan.

#### 2. FISCAL IMPACT:

Estimated \$98,540 for the planning phase, GL 216-320-5-20-3440.

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

Motion to grant the Intent to Award for the Bus Barn and Transit Facility to Pivot Architecture.

Attach additional background documentation as needed.

#### Architectural & Engineering Services for Bus Barn and Transit Facility in Boardman, OR for Morrow County, Oregon

Evaluator 1 - Darrell Green						
Evaluator 2 - Nick Ducote						
Evaluator 3 - Katie Imes						
Technical Scores	Design West	PIVOT	CIDA			
Ability to Permform All Services (Maximum 20 Points)						
Darrell	16	18	19			
Nick	16	20	18	1		
Katie	15	18	15			
Total Score	47	56	52			
Histroy & Experience (Maximum 45 Points)						
Darrell	35	43	40			
Nick	25	40	30			
Katie	30	40	35			
Total Score	90	123	105			
Available Resources &Team (Maximum 25 Points)						
Darrell	22	24	23			
Nick	15	22	20			
Katie	18	20	20			
Total Score	55	66	63			
References (Maximum 10 Points)						
Darrell	5	8	8			
Nick	10	10	10			
Katie	5	8	6			
Total Score	20	26	24			
Total Score						
Met ALL Proposal Requirements in RFP (0 Points)						
Evaluator 1	Yes	Yes	Yes			
Evaluator 2	Yes	Yes	Yes			
Evaluator 3	Yes	Yes	Yes			
Total Score	0	0	0	0	0	0
Grand Totals	212	271	244	0	0	0

# PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Morrow County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

#### **AGREEMENT**

- Effective Date. This Agreement shall become effective on the later of July 1, 2021 or the
  date when this Agreement is fully executed and approved as required by applicable law. Unless
  otherwise terminated or extended, grant funds under this Agreement shall be available for
  project costs incurred on or before June 30, 2023 (the "Expiration Date"). No grant funds
  are available for any expenditures after the Expiration Date. State's obligation to disburse
  grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
- 2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

#### **Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information** 

# Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

- 3. Project Cost; Grant Funds. State shall provide Recipient an amount not to exceed \$78,832.00 (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "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 State by amendment pursuant to Section 11.d hereof.
- 5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at https://www.oregon.gov/odot/RPTD/Pages/index.aspx. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
- 6. Disbursement and Recovery of Grant Funds.
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

- described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement.
  - Recipient'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. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
  - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

#### c. Recovery of Funds.

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.
- 7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:
  - a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement(1) have been duly authorized by all necessary action of Recipient 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 Recipient's Articles of Incorporation or Bylaws, if applicable, (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 Recipient is a party or by which Recipient 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 Recipient of this Agreement.
  - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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. Recipient'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 subagreements, except as permitted by applicable law. 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 Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State 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.

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. Recipient 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 and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the 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 Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.

#### d. Audit Requirements.

- i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

#### 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

#### b. Subagreement indemnity; insurance.

- i. Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(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 Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or 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 Recipient's Subrecipient if State elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
  - Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

- including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.
- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

#### d. STIF Procurements

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6) Recipient shall:

- Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
  - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
  - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

#### 10. Termination

- a. Termination by State. State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

- Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- 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; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
  - If 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. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- 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. Insurance. Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient 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.
- f. No Third Party Beneficiaries. State and Recipient 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.

Recipient 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 Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State 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.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. 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 Recipient 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. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

#### WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. Compliance with Law. Recipient 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, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient 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.
- j. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, 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.
- 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. Recipient, 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.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Morrow County/State of Oregon Agreement No. 35074

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW** 

Morrow County/State of Oregon Agreement No. 35074 Morrow County, by and through its **State of Oregon**, by and through its Department of Transportation (Legally designated representative) Karyn Criswell Name Don Russell, Public Transportation Division Administrator (printed) Date APPROVAL RECOMMENDED Name Ji Arla Miller By (printed) Date\_ 06/28/2021 Date

7 By Melissa Lindsay, Commissioner

Date 7-7-21

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By

Recipient's Legal Counsel

insel OSB #0744

Date\_\_\_//

**Recipient Contact:** 

Katie Imes PO Box 495 Heppner, OR 97836 1 (541) 676-5667 kimes@co.morrow.or.us

**State Contact:** 

Arla Miller 555 13th Street NE Salem, OR 97301-4179 1 (503) 949-5415 Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

#### **EXHIBIT A**

#### **Project Description and Budget**

#### **Project Description/Statement of Work**

<b>Project Title: STIF</b> Planning - Bus Barn		ity 35074		
Item #1:	General Developn	nent/Comprehensi	ve Planning	
	Total	Grant Amount	Local Match	Match Type(s)
	\$98,540.00	\$78,832.00	\$19,708.00	Local
Sub Total	\$98,540.00	\$78,832.00	\$19,708.00	
Grand Total	\$98,540.00	\$78,832.00	\$19,708.00	

#### 1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

#### 2. PROJECT DESCRIPTION

This Agreement funds a planning project to develop a bus barn facility for the public transit system serving Morrow County, Oregon. This project will fund the first phase of work including siting, environmental and cultural resources, hazardous materials, corridor assessment, architectural and design, and civil engineering for a facility to be constructed under another capital grant process.

#### 3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, if operating fixed route or deviated fixed route transit service, shall create and maintain current GTFS data describing the service. GTFS data shall be updated in advance of

system changes to allow trip planners to stay current. Recipient, if operating demand response service, shall create and maintain GTFS-flex data for their service.

The establishment and maintenance of GTFS data may be supported by State's GTFS contractor.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) shall include an explicit scoring preference for systems that support the GTFS-Ride and GTFS-RealTime data standards and shall include support for GTFS data access to State and interested third parties.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Recipient, in coordination with its regional transit coordinator, will conduct a procurement for a planning consultant, or use internal staff where sufficient planning capacity exists, to produce a work plan and facility design sketch guiding the delivery of this project. The site plan will detail the consultant/designer's consideration of elements intended to improve the building's energy efficiency and reduce the environmental impacts of construction. Such design considerations may include energy efficient lighting schemes, building material recommendations, water saving design, and other environmentally sustainable building elements.

#### 4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

STIF discretionary program reimbursements for this project shall not exceed \$78,832.

#### 5. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable. Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

#### Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information

System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

#### Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipient shall identify the actions taken towards completing planning deliverables, including, but not limited to, identifying partners and other stakeholders consulted for the project and description of feasibility studies or other studies completed in the course of meeting project objectives.

#### Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

## EXHIBIT B FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871	Total State Funding \$78,832.00
And/Or		
STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.		

#### **Administered By**

Public Transportation Division 555 13th Street NE Salem, OR 97301-4179

#### **EXHIBIT C**

#### **Insurance Requirements**

#### **Subagreement Insurance Requirements**

#### GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

#### **TYPES AND AMOUNTS.**

#### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.** 

#### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

#### **AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

#### **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

#### **ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

#### "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

#### NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.** 

#### CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

#### **Recipient Insurance Requirements**

#### **GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

#### INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

#### TYPES AND AMOUNTS.

#### **WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

#### **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than \$2,000,000.

#### **AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

#### **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

#### **ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

#### "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or,

(ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

#### NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

#### CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

#### STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C.** 



#### AGENDA ITEM COVER SHEET

(For BOC Use) Item #

Morrow County Board of Commissioners (Page 1 of 2)

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 Phone Number (Ext): 5302

Department: Finance Requested Agenda Date: 10/27/2021

Short Title of Agenda Item: (No acronyms please)

Resolution - R-2021-21 Multi-program Budget Resolution

This Item Inv Order or Resolution Ordinance/Public Hearin 1st Reading 2nd Re Public Comment Anticip Estimated Time: Document Recording Re Contract/Agreement	eading Consent A ated: Discussion Estimated	nents n Project/Committee Agenda Eligible on & Action
Contractor/Entity:	use Pre-Authorizations, Contracts & Agreements	
Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000	Through: Budget Line:  Yes No	
Reviewed By:		
Kate Knop 10/26/2		Required for all BOC meetings
DAT	Administrator	Required for all BOC meetings
DAT	County Counsel	*Required for all legal documents
DAT	Finance Office	*Required for all contracts; other items as appropriate.
DAT	Anow I week for review (subline to all sim	*If appropriate ultaneously). When each office has notified the submitti

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

#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

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

Budget resolution R-2021-21 increases appropriations in materials and services, and capital outlay for general fund and community corrections fund.

#### General Fund:

- 1. Veteran's department revenue increases include: Aid to Counties for \$3,682, Suicide Awareness and Prevention Grant for \$1,000, and prior fiscal year carry-over for \$4,092.
- a. Budget resolution increases materials and services from \$17,130 to \$25,904; and
- b. Total budget appropriations from \$111,180 to \$119,954.
- 2. Emergency management department transfer budget appropriations from personnel to materials and services.
- a. Adjustments include reducing appropriations for personnel medical/dental insurance, and increasing materials and services for \$13,097; and
- b. Total budget appropriations do not change, \$125,933.

#### **Community Corrections:**

- 1. Criminal Justice Reinvestment Grant revenue increased \$8,182, increasing materials and service contracts service for \$4,142, contract for Jessica Rose, and \$4,042 for mental health services;
- 2. Transfer from contingency to capital outlay vehicle purchase, \$50,000; and
- 3. Total budget appropriations increase \$8,182; from \$933,824 to \$942,006.

#### 2. FISCAL IMPACT:

Increase grant and intergovernmental agreements for \$16,956. Total Morrow County budget appropriations, all funds is \$60,916,305.

#### 3. <u>SUGGESTED ACTION(S)/MOTION(S):</u>

Move to approve Resolution R-2021-21 as written.

Attach additional background documentation as needed.

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

IN THE MATTER OF )	RESOLUTION NO. R-2021-21
APPROPRIATIONS FOR FISCAL )	
YEAR BEGINNING JULY 1, 2021)	

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2021, for the following purposes:

WHEREAS, the Morrow County General Fund – Veteran's Department received additional grant funds and carry-over increasing Materials and Services appropriations; Emergency Management Department is transferring appropriations from Personnel to Materials and Services; and the Community Corrections Fund received additional grant funds and transfer from

Contingency for increasing Materials and Services, and Capital Outlay.

		Current		Increase		Amended
		Appropriations		(Decrease)		Budget
GENERAL FUND						
Veterans Dept.	\$	111,180	\$	8,774	\$	119,954
Emergency Management Dept.	\$	125,933	\$	0	\$	125,933
Total Increase/(Decrease) General Fund	\$	22,871,492	\$	8,774	\$	22,880,266
COMMUNITY CORRECTIONS						
Materials & Services	\$	203,220	\$	8,182	\$	211,402
Capital Outlay	\$	-	\$	50,000	\$	50,000
Contingency	\$	-	\$	(50,000)	\$	(50,000)
Total Increase/(Decrease) Resiliency Fund	\$	933,824	\$	8,182	\$	942,006
		Tota	I APPI	ROPRIATIONS, All	Funds	\$ 60,916,305
	1	otal Unappropriation	and Re	serve Amounts, All	Funds	\$ 8,385,969
			TO	TAL ADOPTED BUI	DGET	\$ 52,530,336

Dated this 27<sup>th</sup> day of October 2021.

## MORROW COUNTY BOARD OF COMMISSIONERS MORROW COUNTY, OREGON

	Don Russell, Chair
	Jim Doherty, Commissioner
	Melissa Lindsay, Commissioner
Approved as to Form:	
	_
Morrow County Counsel	

PACKET: 00153-R-2021-21 Multi Program Bdgt

BUDGET CODE: CB-Current Budget

	D ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE	
	117-5-10-1001			2,928.00	58,550.00		61,478.00	44,373.33	
	M.C. EMER.MANAGE DEPT: EMERGENCY	MANAGEMENT							
101	117-5-10-1301 FICA DEPT: EMERGENCY			182.00	3,630.00	0.00	3,812.00	2,757.06	
101	117-5-10-1302 WORKERS COMP DEPT: EMERGENCY			260.00-	362.00	0.00	102.00	97.80	
	117-5-10-1303 PACIFIC MUTUAL DEPT: EMERGENCY	10/27/2021		726.00	14,520.00	0.00	15,246.00	15,146.63	
101	117-5-10-1305 AOC-MEDICAL	10/27/2021		15,248.00-	23,755.00	0.00	8,507.00	6,362.63	
101	DEPT: EMERGENCY  117-5-10-1306  DENTAL INSURANCE	10/27/2021 E		1,536.00-	1,584.00	0.00	48.00	85.02-	
	DEPT: EMERGENCY  117-5-10-1317  UNITED HERITAGE	10/27/2021 LIFE		69.00	52.00	0.00	121.00	111.87	
101	DEPT: EMERGENCY  117-5-10-1321  MANDATED MEDICAF	10/27/2021		42.00	849.00	0.00	891.00	644.26	
101	DEPT: EMERGENCY  117-5-20-2283 OTHER OPERATING	10/27/2021		4,000.00	5,500.00	0.00	9,500.00	9,389.14	
101	DEPT: EMERGENCY  117-5-20-3134  EVALUATIONS	MANAGEMENT 10/27/2021		1,000.00	1,000.00	0.00	2,000.00	2,000.00	
101	DEPT: EMERGENCY			2,000.00	3,000.00	0.00	5,000.00	5,000.00	
	LODGING/MEALS IN DEPT: EMERGENCY	N/OUT ST.		·			·	•	
101	117-5-20-3315 MILEAGE/FUEL DEPT: EMERGENCY			1,500.00	500.00	0.00	2,000.00	1,963.39	
101	117-5-20-3318 TRAINING & EXERC DEPT: EMERGENCY			3,097.00	5,000.00	0.00	8,097.00	8,097.00	

PACKET: 00153-R-2021-21 Multi Program Bdgt

BUDGET CODE: CB-Current Budget

	D ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Биа	get Adj. # 000307							
101	117-5-20-3710 REPAIR & MAINT DEPT: EMERGENCY			1,500.00	5,500.00	0.00	7,000.00	6,938.53
101	106-3-60-4187 MISC REVENUE DEPT: VETERANS	10/27/2021		1,000.00	3,000.00-	0.00	4,000.00-	0.00
101	106-5-20-2282 OPERATING SUPPLI DEPT: VETERANS			1,000.00	7,000.00	0.00	11,682.00	11,397.04
510	113-3-30-3595 JUSTICE REINVEST DEPT: COMMUNITY	MENT GRANT		8,182.00	63,240.00-	0.00	71,422.00-	46,462.00-
510	113-5-20-3440 CONTRACT SERVICE DEPT: COMMUNITY	S		4,142.00	13,000.00	0.00	17,142.00	10,902.00
510	113-5-20-2435 MENTAL HEALTH SE DEPT: COMMUNITY	RVICES		4,040.00	31,000.00	0.00	35,040.00	35,040.00
510	113-5-50-5999 OPERATING CONTIN DEPT: COMMUNITY	GENCY		50,000.00-	100,000.00	0.00	50,000.00	50,000.00
510	113-5-40-4413 NEW VEHICLES DEPT: COMMUNITY	10/27/2021 CORRECTIONS		50,000.00	0.00	0.00	50,000.00	50,000.00
101	106-3-30-3511 AID TO COUNTIES DEPT: VETERANS	10/27/2021		3,682.00	78,054.00-	0.00	81,736.00-	81,736.00-
101	106-5-20-2282 OPERATING SUPPLI DEPT: VETERANS	10/27/2021 ES-O&E		3,682.00	7,000.00	0.00	11,682.00	11,397.04
101	106-5-20-2284 SB1100 CARRYOVER DEPT: VETERANS	10/27/2021 FUNDS		4,092.00	0.00	0.00	4,092.00	4,092.00
101	199-5-50-5999 OPERATING CONTIN DEPT: NON-DEPART	GENCY		4,092.00-	793,042.00	350,626.00-	438,324.00	438,324.00
	PACKET NOTES:				JUSTMENTSREV JUSTMENTSEXP		12,864.00 12,864.00	
				TOTAL IN PAC	KET		25,728.00	

10-26-2021 9:27 AM

BUDGET ADJUSTMENT REGISTER

PACKET: 00153-R-2021-21 Multi Program Bdgt

BUDGET CODE: CB-Current Budget

ORIGINAL PREVIOUS NEW BUDGET FUND ACCOUNT DATE DESCRIPTION ADJUSTMENT BUDGET ADJUSTMENTS BUDGET BALANCE

PAGE: 3

\*\*\* BUDGET DEFICIT WARNINGS \*\*\*

FUND ACCOUNT NAME BALANCE

101 117-5-10-1306 DENTAL INSURANCE 85.02-

TOTAL WARNINGS: 1

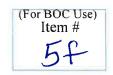
\*\*\* NO ERRORS \*\*\*

\*\*\* END OF REPORT \*\*\*



#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 1 of 2)



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

Presenter at BOC: Tamra Mabbott Department: Planning Short Title of Agenda Item: (No acronyms please) Identify source of funding to pay for Coal Communities Program Grant A	Date submitted to reviewers: October 22, 2021 Requested Agenda Date: October 27, 2021 contractor to complete Economic Development Administration applications.
This Item Involves: (Check all to Order or Resolution Ordinance/Public Hearing: Ist Reading 2nd Reading Public Comment Anticipated: Estimated Time: Document Recording Required Contract/Agreement	hat apply for this meeting.)  Appointments  Update on Project/Committee  Consent Agenda Eligible  Discussion & Action Estimated Time: 15 minutes  Purchase Pre-Authorization  Other
N/A  Contractor/Entity: Ducote Consulting  Contractor/Entity Address: PO Box 596 La Grande, OR 97850  Effective Dates – From: November 1, 2021  Total Contract Amount: 10,000  Does the contract amount exceed \$5,000?  Yes No	Through: January 28, 2022 Budget Line: TBD
Reviewed By:	
Tamra Mabbott, 10/22/21 Department  DATE  DATE  DATE  DATE  DATE  DATE  DATE	
County Cou	nsel *Required for all legal documents
K. Knop via email 10-25 Finance Off	*Required for all contracts; other items as appropriate.
Human Res	
Allow I week for rev	iew (submit to all simultaneously). When each office has notified the submitting

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

#### AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners (Page 2 of 2)

#### 1. <u>ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):</u>

Commissioner Lindsay and Planning Director Mabbott worked with landowners, Port of Morrow and other entities to identify projects that may be viable and qualify for Economic Development Administration Funding with a one-time program for Coal Communities.

A summary of three projects is attached.

To move forward with a grant application, this request is for funding to pay a contractor with direct experience writing EDA grants.

#### 2. FISCAL IMPACT:

\$10,000-\$15,000

## 3. <u>SUGGESTED ACTION(S)/MOTION(S):</u>

Approve use of funds from one of the following sources: ARPA Funds Resiliency Funds General Fund carry over.

Attach additional background documentation as needed.

----- Forwarded message -----

From: Nick Ducote < ducoteconsulting@gmail.com>

Date: Mon, Oct 11, 2021, 7:46 AM

Subject: Analysis of Ione Sewer Project for Funding

To: Melissa Lindsay < mlindsay@co.morrow.or.us >, Tamra Mabbott < tmabbott@co.morrow.or.us >

Commissioner Lindsay, you asked me to provide a short summary of my findings and analysis for the lone sewer project regarding EDA funding. Those thoughts are contained here.

The project is a very compelling and important step to modernize the infrastructure of lone. The correlations drawn between improving the infrastructure and supporting the economy and local industry are well developed. The "story" and narrative of the project is strong, but the technical feasibility is currently lacking.

My recommendation and encouragement to the City would be to continue progressing with its engineering feasibility study, DEQ discussions, and preliminary planning. From what I understand, the feasibility study is underway and close to being completed. It will be very difficult (or impossible) to receive funding from federal or state sources if DEQ has not bought off on the proposed solution (alternative). Business Oregon will specifically require regulatory approval of your feasibility work or final design before advancing the project to construction.

The best thing to do for now is to break up the preliminary study and planning into distinct projects and pursue funding for those phases. Until DEQ buys off, it will be very difficult to move from these preliminary stages to a final design stage (and eventually construction).

At this time, it doesn't seem like there are any steps or phases the City needs to fund (correct me if I'm wrong). If that changes and the next step comes into focus, it would be a good time to re-engage myself and federal/state funders. I would also be happy to review the Feasibility Study when that is completed.

Feel free to pass on any questions they have, Nick Ducote

# City of Heppner Oregon Robinson Project

Project Name Robinson addition reservoir and well resiliency project

## **Project Description**

This project will improve the water supply for the east side of the City, Currently the City has no storage and limited source for water in this area and pressure is below standard. The development of a well, storage and system connection will increase resiliency in the City's water supply as currently the system is dependent on a single 12-mile distant water source configuration. The benefit to improved infrastructure will help bring up to standard the regionally supported Hospital, County historic Courthouse and other public and private facilities that are impacted by this low-pressure situation. Additionally, the primary medical clinic and multiple housing units located near this site will be positively impacted by the improved water supply along with creating new buildable housing lots.

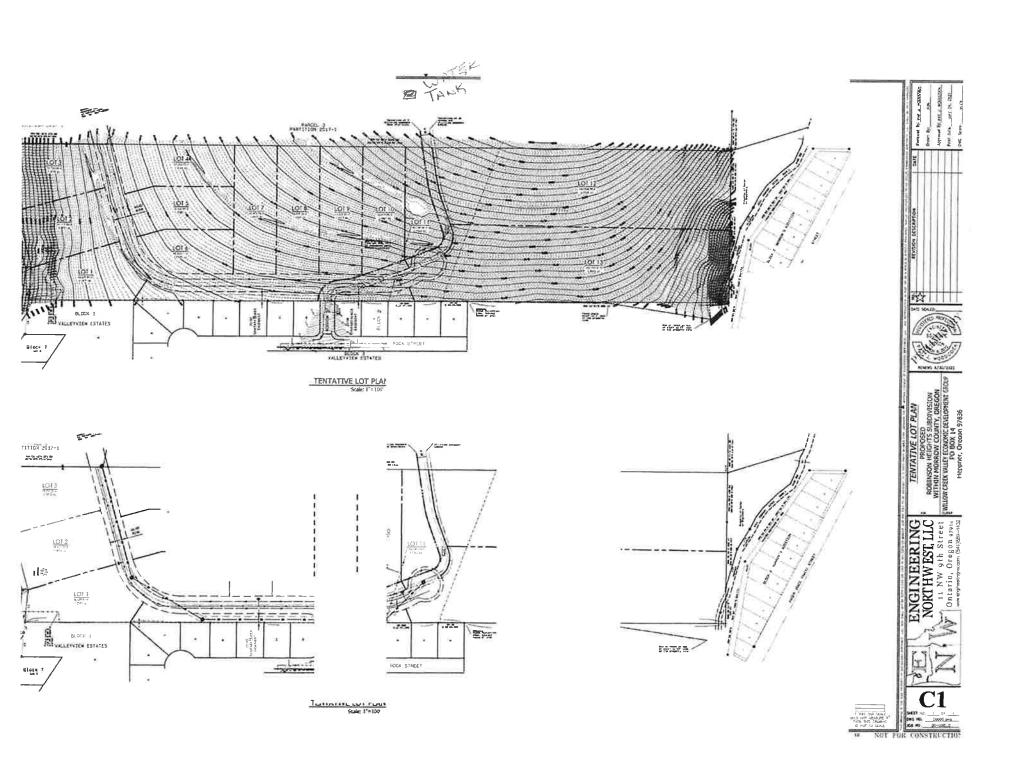
This project is ready to go with partnerships (Port of Morrow, City and Morrow County), planning and community support. Seed dollars to match with the above mentioned collaborations will be the key to getting this off the ground.

## **Project Location**

## City Limits of Heppner Oregon, South Hill area

Project Schedule (Please describe the project's readiness, including planned start and end dates and any remaining permits, approvals, or other steps that must be completed prior to beginning.)

Right of ways are secured, Property is secured, topography and survey is complete. Verbal agreements are complete to start the project and see completion within an 18-month period or less allowing we get funding. The start date would be the signed grant contract date. Spoke to Business Oregon about this project. (May 26, 2021)





#### **PROJECT BUDGET**

1,300,000
,
200,000
190,000
250,000
2,065,000

## Willow Creek Valley Economic Development Group Mill Site Project

### Project Name Kinzua Mill Site Flood Plain Reduction

#### **Project Description**

The overall project generally consists of reducing the Federal Emergency Management Agency (FEMA) 100-year floodplain along Willow Creek through excavation of a floodplain. The project reach is located through the Port of Morrow property at the old mill site in the industrial zone. Anderson Perry Engineering (AP) has completed a Conditional Letter of Map Revision (CLOMR) and has submitted it to FEMA. The CLOMR includes plans for excavation and embankment improvements that would allow FEMA to revise the current Flood Map and allow for development on this property. floodplain.

This 80 +/- acre piece of property is the only land zoned Industrial in South Morrow County. Most of the land in this area is zoned EFU and the use if very restricted.

There is a demand for land that will allow industrial manufacturing and small industries. A one-acre lot with an existing structure was recently sold. This brought four employees to this location. The economic impact of having available land for industrial/commercial development is immeasurable.

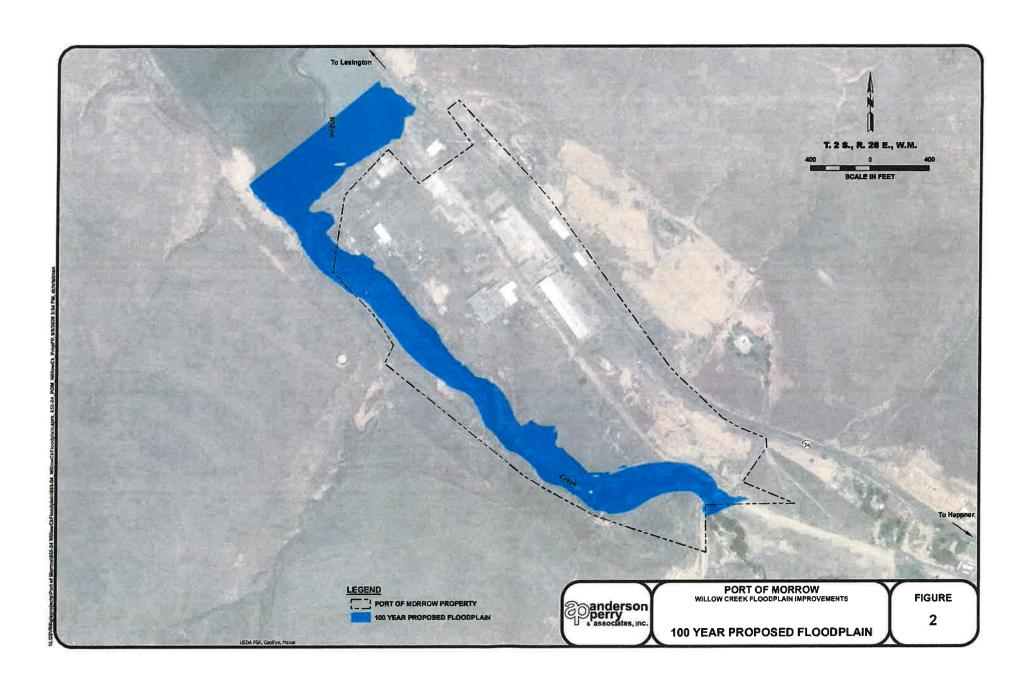
The current flood restriction on this site restricted the use of the property to approximately 25 of the 80 acres. This project would remove a majority of the land from flood restrictions (see maps).

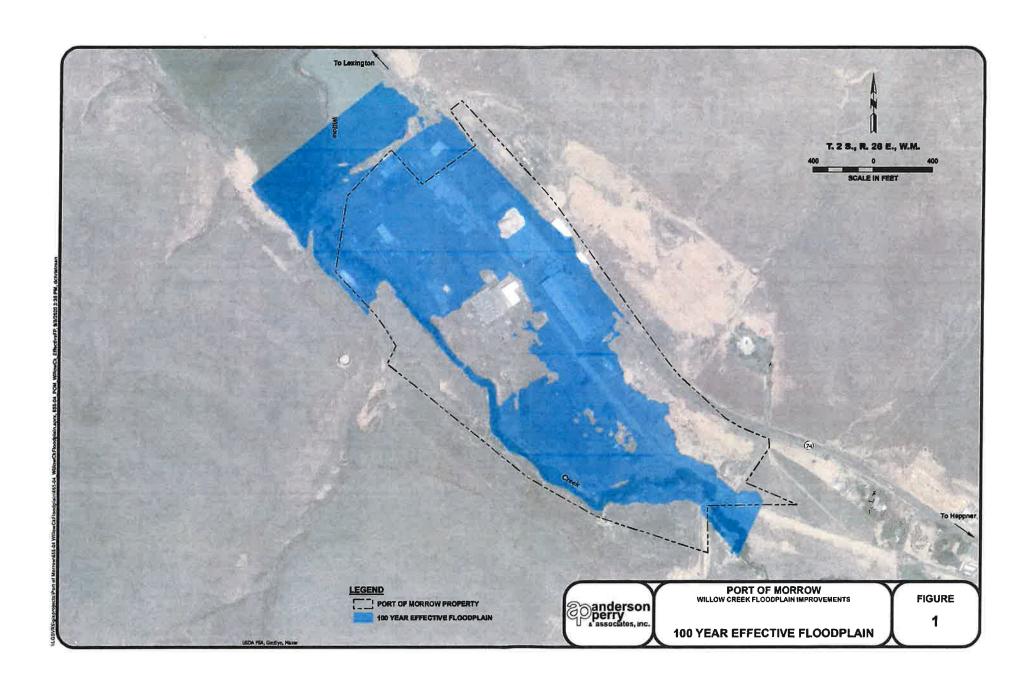
This project is ready to go with partnerships (Port of Morrow, City and Morrow County), planning and community support. Seed dollars to match with the abovementioned collaborations will be the key to getting this off the ground.

#### **Project Location**

## Kinzua Mill site – two miles north of Heppner, OR

Project Schedule: Anderson Perry has submitted the CLOMR. This is under review. The estimated review period for FEMA is 60-120 days. After approval the next steps will be seeking funding for the planned excavation and embankment improvements. This project is estimated to cost between \$750,000.00-\$1,200,000.00 depending on soil conditions. After FEMA approval and funding, this project is shovel ready.





## **ROAD REPORT OCTOBER 2021**

**BLADING OPERATIONS:** Following are the roads blade operators made improvements to.

Zone 1 - Immigrant, Petty's Canyon, Lloyd, Wheatland, Alpine,

Zone 2 - Kenny Rd., Nolan Rd., Dee Cox, Bell Canyon, Piper Canyon, Nichols

Zone 3 – Smith, Gus, Halvorsen, Olden McCabe, Howten, Valby,

Zone 4 – 21 Rd., Blake Ranch Rd., Tupper, Sunflower Flat, upper Rhea Creek, 22 road

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

**LEXINGTON STREETS:** Paving is complete for the Town of Lexington.

**SUNFLOWER FLAT:** An approach to a landowner's piece of property was repaired. The grade to the road had been changed years ago making access to the property impossible. It was made aware to me this summer. I explained to the landowner that I would get it done after paving season.

**ROAD CANYON:** Crew members cleaned out a cattle guard. This was the one that Commissioner Doherty had been questioned about this past summer.

**POST PAVING OPERATIONS:** Asphalt piles and chunks are being removed from roadsides. Shoulder rock is being placed on all the roads that were paved this year.

**BOMBING RANGE:** A deceased cow that was illegally dumped at mile post 4 was disposed of.

**PERMITS:** No permits to work in the county right-of-way have been approved during the month of October as of the 22nd.



### **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)



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

Presenter at BOC: Department: County Clerk Short Title of Agenda Item: (No acronyms please) Quarterly Repor	Requested Ag	o reviewers: 10/22/2021 enda Date:
This Item Invol	ves: (Check all that apply for the	
Ordinance/Public Hearing:  1st Reading 2nd Read Public Comment Anticipate	Update on Consent A	Project/Committee genda Eligible a & Action
Estimated Time:	Estimated	
Document Recording Requ	ired Purchase I	Pre-Authorization
Contract/Agreement	Other Wh	at we're doing in my world
N/A Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000?	Pre-Authorizations, Contracts & Agreements  Through: Budget Line:  No	
Reviewed By:		
Bobbi Childers  DATE	Department Director	Required for all BOC meetings
fluit 10/25	Administrator	Required for all BOC meetings
DATE	County Counsel	*Required for all legal documents
DATE	Finance Office	*Required for all contracts; other items as appropriate.
	Human Resources	*If appropriate
DATE		altaneously). When each office has notified the submitting muest 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)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):
What's going on in the Clerks office
2. FISCAL IMPACT:
3. SUGGESTED ACTION(S)/MOTION(S):

\*Attach additional background documentation as needed.



PO Box 338 Heppner, Oregon 97836 (541) 676-5604 FAX (541) 676-9876

### **County Clerk**

Bobbi A. Childers Ext. 5601

October 22, 2021

RE: Quarterly Report Request

Commissioners and Public,

In August I hosted Oregon Association of County Clerks (OACC) in Boardman. We had a great turn out considering some counties put no travel back into place.

We are in election mode right now, we have a shared election with Umatilla County, this is for Pilot Rock Rural Fire District. The election date in November 2, 2021.

My office continues to be open to the public 5 days a week. The County Clerk by statue was required to be open a minimum of 6 hours a day, between the hours of 9 a.m. and 4 p.m. including the first hour and the last hour, on every day except Saturdays, Sundays and Holidays. Senate Bill 250 has changed it a bit. We're still required to be open 30 hours a week and not less than 4 hours Monday through Friday. I have enclosed this for your information. I can reduce my hours to less than 30 hours for training programs of the office of the county clerk, not to exceed two business day closures per year. I believe that as long as banks are open, our office will always try to be open because need to record documents in the office and electronically. If we are closed to recording records, it could detrimental to projects being recorded timely, with the possibility of lost funds. I've included the synopsis of enacted bills for you to look at if you'd like. It was a hard legislative session.

In my duties as Morrow County Vital Records/Death Registrar we've had 59 in county deaths and issued 229 death certificates from January 1, 2021 through October 22, 2021

Dean Kegler is moving out of county, so he is no longer eligible to be on our Board of Property Tax Appeal Board. I have replaced him with David Sykes a local realtor. I've updated my website to include the new changes/forms for in case someone wants to file a Property Tax Appeal petition in my office.

In Clerks records we've recorded 807 documents this fiscal year, averaging a little over 200 documents a month the per page fee has generated into the general fund \$25,975.00, last years per page fees generated \$71,590.00. We've recorded 27 Partition Plats since July. We've recorded 2 Subdivisions that are in Boardman, one had 30 lots and the other had 27 lots, we are seeing sales in both subdivisions.

As the Passport Acceptance office for Morrow County we've facilitated 22 application for our citizens this fiscal year.

Morrow County currently has 6910 registered voters. City of Heppner has 898 voters, City of Ione has 243 voters, City of Irrigon has 1143 voters and Town of Lexington has 183 voters. The County Precinct numbers are as follows – Boardman 2128, Irrigon 2522, Lexington 439, Ione 456 and Heppner 1365.

Submitted by Bobbi Childers, Morrow County Clerk

# Oregon Association of County Clerks 2019-2021 Legislative Committees

## 2021 Recording and Election Legislative Synopsis

#### **INTRODUCTION**

This report is compiled to assist recording and election offices in identifying the various statutes that have been amended, added to, or repealed by the 2021 legislative session. Some of the new sections were not identified in the bills as to where they will be codified in the statutes. These sections will be placed in the statutes in the location deemed most appropriate by legislative counsel.

We tracked numerous bills throughout this session but this is a summary of enacted (engrossed) legislation only and has been prepared by topic, includes a brief synopsis, reference to the ORS being amended (added to or repealed), and 2021 Oregon Law if it was identified (some bills waiting chapter number assignments). Topic headings are: BOPTA, Elections, Ethics, Marriage, Public Records and Recording.

#### New this year:

- ➤ **Informational Only** that may be of interest for example to elected county clerk's or recording
- ➤ Tables: Clerk's bills that didn't pass and bills that we'll most likely see again ©

Thank you OACC for your support and response to requests for information during the session! As always, our Lobbyist, Rob Bovett, spent innumerable hours running and poking and drafting on our behalf. Thank you Rob for all your hard work and for your love of the GAME!

**Sine Die**: Oregon's Eighty-first Legislative Assembly opened January19, 2021 and adjourned Saturday, June 26, 2021 at 5:37 pm. Constitutional close of session was June 27, 2021.

Edited 7-30-21 @ 6:00 pm

# **BOPTA**

**HB 2178** – Modifies provisions relating to fees in tax court. (Decreases filing fee in the Magistrate Division from \$281 to \$50).

Effective date: January 1, 2022

LINK: https://olis.oregonlegislature.gov/liz/2021R1/Downloads/MeasureDocument/HB2178/Enrolled

HB 2289 – Directs Housing and Community Services Department to study issues relating to building in areas affected by wildfires and report to appropriate committee or interim committee of Legislative Assembly on or before September 15, 2022.] Establishes alternative process for alteration, restoration or replacement of certain uses affected by 2020 wildfires. Expands eligibility to repair or replace subsurface sewage disposal system for dwellings approved under alternative process. Sunsets *December 31, 2022*] January 2, 2031. Declares emergency, effective on passage.

Effective date: 6-11-2021

LINK: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB2289

**HB 2312** – Provides that lawful units of land whose property lines are relocated by certain judgments remain lawful units. Prohibits requiring additional validating procedures or denying permits because of judicial boundary changes.

Effective date: 1-1-2022

LINK: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB2312

\*\*\*\*\*

# **Elections**

HB 2091 – Related to boundaries of Lane Community College Service District.

Effective date: May 21, 2021

LINK: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB2091/Enrolled

**HB 2312** - Prohibits knowingly communicating materially false statement, including by electronic or telephonic means, with intent to mislead electors about date of election, deadline for delivering ballot, voter registration deadline, method of registering to vote, locations at which elector may deposit ballot, qualifications of electors or voter registration status within 30 days of primary election or special election or within 60 days of general election.

Effective date: 1-1-2022

LINK: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB2323/Enrolled

**HB 2323** - Prohibits knowingly communicating materially false statement, including by electronic or telephonic means, with intent to mislead electors about date of election, deadline for

delivering ballot, voter registration deadline, method of registering to vote, locations at which elector may deposit ballot, qualifications of electors or voter registration status within 30 days of primary election or special election or within 60 days of general election. Authorizes *Attorney General*] Secretary of State to prosecute violation and establishes civil penalty of up to \$10,000 for violation. Expressly states that current prohibition on circulating materially false statement relating to candidate, political committee or measure includes circulation by electronic or telephonic means. Prohibits printing or circulation of imitation voters' pamphlet unless pamphlet is clearly marked as unofficial. Establishes fine of up to \$10,000 for violation.

Effective date: January 1, 2022

LINK: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB2323

HB 2681 - Requires each county clerk to file annual report with Secretary of State identifying each voter who clerk moved to inactive status during previous calendar year and specifying reason for moving voter to inactive status.] Prohibits moving voter to inactive status due to voter not voting or updating voter registration for any period of time. Reactivates any voter whose registration is currently inactive due to voter not voting or updating voter registration. Requires county clerk, if voter moved to inactive status due to name change or signature on return identification envelope not matching signature in voter registration record, to mail voter notification of reason for inactive status and information on how voter can reactivate voter registration between 60 and 70 days before date of both next] general election. Requires county clerk to mail all currently inactive voters for whom county clerk has valid address voter notification of inactive status between 60 and 70 days before date of both 2022 primary election and 2022 general election.] Takes effect on 91st day following adjournment sine die.

Effective date: September 25, 2021 -- Note: As of the date of this revision, a Referendum has been filed. LINK: <a href="https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB2681">https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB2681</a>

HB 3021 - Requires Secretary of State to create and make publicly available list of five most common languages spoken, other than English, by residents of state and of each county. Requires Secretary of State to ensure state voters' pamphlet and county voters' pamphlet are translated into each listed language and to make translated voters' pamphlets available on state and county websites. Requires voters' pamphlets to include, in each listed language, website address for translated voters' pamphlet. Requires Secretary of State to include in translated state voters' pamphlet translation submitted of candidate statement, argument for or against state measure and argument for measure prepared by Legislative Assembly. Establishes Translation Advisory Council. Requires Secretary of State to consult with council to ensure translations of voters' pamphlets are conducted professionally, culturally responsively, accurately and to standard of original version. Applies to voters' pamphlets distributed on or after June 30, 2022. Appropriates moneys from General Fund to Secretary of State to carry out Act. Takes effect on 91st day following adjournment sine die. [See Sections related to making access to VPs available on county websites and effect on local measures]

Effective date: September 25, 2021; some operational June 30, 2022 LINK: <a href="https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB3021">https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB3021</a>

HB 3291 - Requires Secretary of State to conduct study and analyze best practices for financing electoral campaigns. Requires secretary to develop recommendations regarding most effective method for financing electoral campaigns in Oregon.] Requires secretary to submit report to interim legislative committees detailing recommendations by September 15, 2022.] Sunsets January 2, 2023.] Requires ballots returned by mail to have postal indicator showing ballot was mailed not later than date of election and be received by county clerk not later than seven days after date of election. Moves quarterly election date from third Tuesday in September to fourth Tuesday in August. Allows county clerks to open and begin counting ballot upon receipt. Applies to elections held on or after January 1, 2022.

Effective date: January 1, 2022

LINK: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB3291

**HB 5006** – Allocates a total of \$2,474,287 onetime funding to the Secretary of State's Election Division to support elections related updates/upgrades, OCVR updates and a staff position to assist in developing programming to combat misinformation.

Effective date: July 1, 2021

LINK: https://olis.oregonlegislature.gov/liz/2021R1/Downloads/MeasureDocument/HB5006/Enrolled

SB 27 – Requires that cover sheet of state, county, district and city initiatives list city and state of residence for chief petitioners, rather than residence address of chief petitioners. Requires notice of election for members of district board to be delivered to newspaper for printing, rather than be printed, no later than 40 days before filing deadline. Allows elections officer to post notice on county website in lieu of printing notice in newspaper. Clarifies requirements regarding notice of ballot measure election and ballot title for district ballot measures. Clarifies that certificate of nomination by individual electors must contain number of signatures of electors cast in relevant electoral district at last presidential election. Removes vector control districts from definition of district for purposes of special district elections. Alters procedures for hearing on whether to impose civil penalty for failing to properly file campaign finance statements. Clarifies that certain campaign finance statements may be filed electronically. Revises statutes to make clear that county clerk or other filing officer is not required to provide secrecy envelope for ballot if Secretary of State has approved alternative procedure to ensure secrecy. Authorizes county clerk to begin tallying any ballot received upon receipt of ballot. Requires each sheet of recall petition to include city and state of residence of chief petitioner, rather than address of chief petitioner.

Effective date: July 14, 2021, Sections 5 & 14 operative January 1, 2022

LINK: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/SB27/B-Engrossed

**SB 259** – Modifies statutory deadlines for reapportionment of congressional districts and judicial review. Establishes dates by which special judicial panel must be appointed and by which panel and Oregon Supreme Court must establish briefing schedules.

Establishes date by which candidate for state Senator, state Representative or Representative in Congress can first file nominating petition, declaration of candidacy or voters' pamphlet portrait and statement for May 2022 primary election.

Permits Secretary of State to adopt rules revising or establishing additional deadlines or filing dates to ensure fair and orderly nomination or election of candidates at May 2022 election while implementing revised state legislative and congressional reapportionment deadlines.

Declares emergency, effective on passage.

Effective date: June 25, 2021

LINK: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/SB259/B-Engrossed

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# **Ethics**

No bills impacting Ethics this session.

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# **Marriage Records**

No bills impacting Marriage Records this session.

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# Public Meetings & Records

**HB 2560** – Requires governing body of public body, to extent reasonably possible, to make all meetings accessible remotely through technological means and provide opportunity for members of general public to remotely submit oral and written testimony.

Effective: 9-25-2021

Link: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB2560

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# **Recording**

**HB 2654** - Authorizes electric cooperative to use or allow for use of electric easement in provision of broadband services, subject to certain conditions and exceptions.

Effective date: January 1, 2022

LINK: https://olis.oregonlegislature.gov/liz/2021R1/Downloads/MeasureDocument/HB2654/Enrolled

**HB 2884** - Extends time for recording partition plat incorporating city or county's permit validating unit of land to 365 days. Allow recording of all existing validating permits before December 31, 2022.

Effective date: 1-1-2022

LINK: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB2884

SB 220 – Prescribes formalities for remote attestation of writing, declares emergency.

Effective: June 11, 2011

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/SB220/Enrolled

**SB 250** – Provides that county clerk shall establish regular business hours of at least four hours per day, and 30 hours per *work*] week, Monday through Friday, for receipt and certification of instruments presented for recording. Allows for reduction in certain circumstances. Declares emergency, effective on passage.

Effective: July 14, 2021

Link: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/SB250

SB 458 - Allows land division to separate dwelling units for new middle housing allowed in cities.

Effective: 1-1-2022

Link: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/SB458

**SB 765** - Makes permanent provisions allowing notary public to perform notarial act using communication technology for remotely located individual under certain circumstances. Section 32, chapter 12, Oregon Laws 2020 (first special session), is repealed.

Effective: 6-15-2021

Link: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/SB765

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# **Informational Only**

HB 2008 – Provides tax exemption for property of religious organization held or used solely to provide affordable housing to low income households. Conditions tax exemption on property being subject to covenant to maintain affordability for not less than 60 years. Provides that default six-year sunset of tax expenditures does not apply to exemption. Requires initial claim to be filed with Department of Revenue and annual claims with county assessor thereafter. Restricts conditions that local governments may place on development of affordable housing provided by religious nonprofit corporations and expands zoning where such housing must be allowed. Takes effect on 91st day following adjournment sine die.

Effective: 6-14-2021

Link: https://olis.leq.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB2008/Enrolled

**HB 2155** – Relating to mandatory reporters of child abuse; amending ORS 419B.005. Modifies definition of "public or private official". [Also see HB 3071]

Effective: June 14, 2021

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB2155/Enrolled

**HB 2312** – Relating to judgments affecting lawful units of land; creating new provisions; and amending ORS 92.017

Effective: January 1, 2022

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB2312/Enrolled

**HB 2331** – Excludes over-the-air broadcasting] from meaning of "communication," for purposes of central assessment for property taxation, services of television and radio stations licensed by Federal Communications Commission that use primarily earth-based transmitters to broadcast programming via radio waves to television or radio receivers that use indoor or outdoor antennas for reception. Takes effect on 91st day following adjournment sine die.

Effective: September 25, 2021

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB2331/Enrolled

**HB 2809** – Allows temporary siting for up to 24 months of recreational vehicles on properties with dwellings that natural disasters have made uninhabitable.

Effective: January 1, 2022

Link: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/HB2809

**HB 3071** – Relating to mandatory abuse reporters; amending ORS 124.050, 419B.005, 430.735 and 441.630. Modifies definition of "public or private official". [Also see HB 2155]

Effective: January 1, 2021

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB3071/Enrolled

**HB 3126** – Directs county board to annex to domestic water supply district, upon petition, land surrounded by district where water supply has become inadequate or contaminated due to wildfire, if district or independent water supply source of district has water supply sufficient to provide water to land.

Declares emergency, effective on passage.

Effective: July 19, 2021

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB3126/A-Engrossed

**HB 5042** – Modifies certain appropriations from General Fund to specified state agencies and Emergency Board for biennium ending June 30, 2021.

Effective: April 15, 2021

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/HB3126/A-Engrossed

**HB 5538** – Appropriates moneys from General Fund to Secretary of State for certain biennial expenses. Limits certain biennial expenditures from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by Secretary of State. Limits certain biennial expenditures by Secretary of State from federal funds. Declares emergency, effective July 1, 2021.

Effective: July 14, 2021, Operative 7-1-2021

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/SB5538/A-Engrossed

**SB 90** – Exempts from public disclosure addresses of individuals with intellectual or developmental disabilities residing in adult foster homes, residential training facilities or residential training homes, unless public interest requires disclosure in particular instance.

Effective: September 25, 2021

Link: https://olis.leg.state.or.us/liz/2021R1/Measures/Overview/SB90

SB 716 – Requires employers to reasonably accommodate employee's work schedule availability related to child care. Includes child care needs as reason employee may identify as limitation or change in employee's work schedule availability. Amends ORS 653.450. Declares emergency, effective on passage.

Effective: June 3, 2021

Link: https://olis.leg.state.or.us/liz/2021R1/Downloads/MeasureDocument/SB716/Enrolled

**SB 863** – Authorizes rural fire protection district to acquire real property or easement for purpose of establishing fire evacuation route, to construct or maintain fire evacuation route or to participate in agreement related to fire evacuation route.

Effective: July 14, 2021

Link: https://olis.oregonlegislature.gov/liz/2021R1/Downloads/MeasureDocument/SB863/Enrolled

#### New this year.....

List of Clerk's Bills that did not pass (prep for next session)

SB 252	Relating to the recordation of certified copies of death records; declaring an emergency.	Provides that recording fee for County Assessment and Taxation Fund does not apply to recordation of certified copies of death records. Declares emergency, effective on passage.			
SB 253	Relating to a property value appeals board.	Renames "board of property tax appeals" to "property value appeals board.			
No bill #	Potential fix to ORS 311.411 that arose of HB 2127 (2015).	Deschutes County			

List of bills that were being watched that didn't pass (most likely to come back)

<u>HB 2022</u>	Relating to constitutional requirements for ballot measures; amending ORS 250.165, 250.168 and 250.175.	Makes district attorney, rather than county clerk, responsible for determining whether prospective petition for initiative ballot measure for county complies with requirements of Oregon Constitution.
HB 2337 HB 2745	Relating to equity; and information collected to register to vote	Requires advisory committee to OHA and DHS on collection of data on race, ethnicity, preferred spoken and written languages and disability status  Requires voter registration cards to include option to collect race, ethnicity and preferred language.
HB 2366	Relating to voting by adults in custody; creating new provisions; amending ORS 137.281, 247.013 and 247.035.	Allows persons convicted of felony to register, update and vote in elections while incarcerated.
HB 2499	Relating to voter registration; creating new provisions; amending ORS 247.019 and 247.292; and prescribing an effective date.	Authorizes Department of Revenue to disclose address information from individual tax returns to Secretary of State to verify address of voters contained in voter record.
HB 2678 HB 2685 HB 2686 SB 343 SB 791	Relating to ranked choice voting, 254.145 and 258.280; and repealing ORS 249.088 and 249.091.	Establishes ranked choice voting as voting method for selecting winner of nomination for and election to & compatible tally systems.  Adopt RCV by County.
HB 2679	Relating to voting at primary elections; creating new provisions; and amending ORS 247.016, 253.540, 253.565, 254.115, 254.365, 254.370 and 254.470.	Permits person who will be 17 years old on date of primary election and 18 years old on date of general election to vote at primary election for candidates of major political party.
<u>HJR 11</u>	Same Day Voter Registration	Proposes amendment to Oregon Constitution providing for same-day voter registration.
<u>SB 605</u>	Relating to annexing territory to rural fire protection districts; and declaring an emergency.	If lands contained within rural fire protection district are within seven miles of district fire station or brought within seven road miles of district fire station by new road and not subject to assessments for fire protection, county board initiates annexation of lands upon district request.
SB 691	Relating to the responsibilities of the Secretary of State in election recounts; amending ORS 258.150.	Requires Secretary of State to ensure that county election officials conduct statewide election recounts in manner that is consistent, transparent, accurate and pursuant to all applicable laws in recounts.
SB 785	Relating to statutory dates; amending ORS 171.010, 171.185, 203.085, 221.230, 249.037, 254.056, 255.185, 255.335, 255.345 and 258.075.	Changes date of certain elections in presidential election years from third Tuesday in May to first Tuesday in March.
SJR 25	Change voting age from 18 to 16 years old.	Proposes amendment to Oregon Constitution lowering voting age from 18 years old to 16 years old.

#### Other Topics for 2023 Legislative Sessions:

- 1. Write-in acceptance process time frame window
- 2. ORS 255.245 change 62<sup>nd</sup> day vacancy provision or eliminate. Advertising requirements significantly impacts ballot preparation (Crook and Deschutes 2021 examples)
- 3. 2019 Bill Initiative issues that impact nine charter counties (2021 Lane County court case)

# **HUMAN RESOURCES**



P.O. Box 593 Heppner, Oregon 97836-0412 (541) 676-5620 Lindsay Grogan
Director
Igrogan@co.morrow.or.us

TO:

**Board of Commissioners** 

SUBJECT:

Human Resource Quarterly Report

DATE:

July 29, 2021 – Oct 27, 2021

#### **MEMORANDUM**

#### Recruitment

Morrow County Assessment & Tax Office hired two new employees in September and October. We welcome Jasmine Garcia as the A&T Clerk, and Tracie Diehl as the A&T Office Specialist.

The Public Health department is excited to bring in a new addition to their team, Robin Canaday. Robin will be filling the Public Health Nurse Supervisor role and has over 20 years of Nursing experience, including prior Morrow County Public Health experience.

Public Works is on the search for three Senior Maintenance Specialist, after seeing an influx in retirements. We have interviewed and made conditional offers of employment for all three positions. Thank you to Bill Morris, Ross McKinley, and Carolyn Papineau for their many years of service to the County.

The Sheriff's Office has recently selected a candidate for the remaining Patrol Deputy position, and is undergoing the extensive background check now.

We are still actively seeking a Home Visitation Nurse, Clinic Nurse, South Morrow County Demand Response Driver, Surveyor, Deputy District Attorney, and 911 Dispatcher.

#### Other

The HR team is in full swing of the Ascentis (HRIS) implementation. The deadline to "go-live" is still the end of the calendar year. We have completed the HR and Benefits modules, and will be starting the Performance, Recruitment, and Payroll modules around the first of November.

The Compensation Board will continue to be a full board with the re-appointment of Eileen Hendricks and the appointment of Kalie Davis. I am grateful to have another highly qualified Board. The packets and research are being assembled and should be done by the middle of December. The Board meeting is planned for the end of January.

The classification process is underway and submissions are due before November 1<sup>st</sup>. A large number of applications are expected to be submitted.

I will be presenting at Long Range Planning on November 3<sup>rd</sup>, the need for a pay equity study and wage analysis County-wide. The goal is to offer the most fair and equitable pay as possible to our

employees.

Lindsay Grogan

We are still waiting on official word from OSHA regarding the COVID-19 Vaccine Mandate. However, Morrow County is expecting to fall under the Emergency OSHA Rule as we have over 100 employees. It is unclear what the testing option will look like or what the guidelines will be for granting medical and religious exemptions. From a recent informational survey sent out regarding vaccinations, we have gathered that approximately 60% of our employees are vaccinated.

I will be going on Maternity Leave around the first of the year (when the baby decides to grace us with his presence). I am going to request to designate Ronda Fox as working out of class and covering duties for me in my absence. This will include day-to-day tasks like; Recruitment, Onboarding, Pre-employment Screenings, Orientations, HR Budget, FMLA, Payroll Reviews, the DC and PERS retirement plans, CBA questions, Ascentis matters, Unemployment Claims, Verifications of Employment, etc. Darrell Green has offered to cover a few of my larger projects including: The Classification Process, Compensation Board, and Disciplines/Terms/Grievances. I plan on helping as needed from home as I will be periodically checking my phone and emails to help in the best way as possible. Kate Knop has agreed to assist me in my absence with Worker's Compensation Claims and keeping the DB retirement plan in Finance until I can be properly trained upon my return. Commissioner Lindsay has offered to help with the submission of the Veteran's Office budget in my absence. Some tasks that I am able to do now for the department heads, will have to temporarily be placed back on the Directors. Such as; Job descriptions, Policy/Handbook questions, Interview prep/coordination, Internships, Drug Testing Administration, and a more hands-on with the Recruiting/New Hire Process. I am very appreciative of the people who will help fill some of the gap during my absence. Again, I will try to monitor emails and my phone during the first few months to help, and have agreed to work part-time from home during my last few months.

As always, please feel free to ask me for any updates as needed. Sincerely,

#### **Morrow County Surveyor**

#### **Quarterly Report**

To: Morrow County Board of Commissioners

From: Matt Kenny, Morrow County Surveyor

Date: Wednesday, October 27, 2021

Re: County Surveyor Quarterly Report

#### **REVIEWS AND RECORDINGS**

This quarter continued to produce a steady flow of reviews. The vast majority have been partition plats and property line adjustments. I am also currently reviewing three new subdivisions; one in Irrigon, one in Boardman, and one in the County just outside of Boardman. We are now up to 27 partition plats recorded this year with 28 record of surveys (boundary surveys and/ or property line adjustments), and 2 subdivisions. The number of recordings continue toward a record year for Morrow County.

#### SURVEY RECORDS DATABASE

The survey records database is being updated on a semi-monthly to monthly basis depending on the number of recordings. Public Works continues to be gracious enough to allow me to use their large-scale scanner to digitize all recordings. I continue to house the records in the connex behind the Public Works office with a paper copy folder cabinet located inside the Public Works office. I look forward to seeing what space may become available to house all of the records in one place. Something climate controlled would be a great benefit to preserving the records.

#### SURVEY INQUIRIES AND CORNER REMOVAL

I continue to work on inquiries surrounding survey corner removal in Heppner. A fiber company has been completing much work in the area and some residents have noticed their corners being destroyed. I am currently working with the contractor to get these replaced. They have been very responsive and want to make things right by replacing all corners destroyed.

Heppner's large street improvement project has also continued to be monitored closely. I am working with the Cities survey firm to assist in identifying any corners needing replaced. ODOT is also working towards a large ADA ramp replacement in Heppner and I will continue to work

with ODOT on getting corners replaced or perpetuated throughout that process. They have already got the ball rolling by submitting a map of survey identifying corners that may be in danger of being destroyed.

#### TOWNSHIP REMONUMENTATION WORK (PUBLIC LAND CORNER FUND)

I have received multiple requests from private land surveyors regarding County Surveyor assistance in establishment of public land survey corners this quarter. The County Surveyor provides brass cap monuments and signs for monumenting these corners. We also provide reimbursement of \$300 per corner established to help cover the cost and assist in the perpetuation of the dwindling government corner evidence. The funds for this program come from the land corner preservation fund and its great to see private firms taking advantage of this opportunity. One of the more notable areas being surveyed is in the Sections around the Blake Ranch subdivision. This area has been a source for much confusion in the past and having established section corners will benefit the public greatly.

Respectfully,

Matt Kenny

**County Surveyor** 



## **Public Health Department**

P.O. Box 799 • Heppner OR 97836 (541) 256-0820

Nazario Rivera Public Health Director nrivera@co.morrow.or.us

TO:

**Board of Commissioners** 

FROM:

Nazario Rivera, Public Health Director

DATE:

October 25, 2021

RE:

Morrow County Health Department Quarterly Update

## Below are the highlights for this past quarter:

#### **General Updates**

We have implemented a <u>temporary</u> clinic schedule in response to our current capacity. Our plan is to move forward with this new schedule until the end of November. At that time, we will reevaluate the need of the revised schedule.

#### **Revised Clinic Schedule**

Mondays: Boardman, 8:00am-12:00pm & 1:00pm-5:00pm

Tuesdays: lone, 10:30am-3:30pm

Wednesdays: Heppner, 8:00am-12:00pm & 1:00pm-5:00pm

#### **COVID-19 Cases**

#### Cases as of 10/24/2021

1014
624
136
33
50
1857
3
25

During this quarter we experienced a surge of cases due to the highly transmissible delta variant. We were anticipating a hefty impact from the delta variant due to our county's low vaccination rate. During this surge we requested assistance from the Oregon Health Authority (OHA) to help us with both case investigations and contact tracing. Are numbers have since declined allowing us to doing all of our case investigations and contact tracing internally. The key ways to combat variants is for unvaccinated people to get vaccinated and for people to continue to wear masks in public. Access to testing and capacity to test have been a concern for local healthcare providers. Public Health worked with OHA and community partners to bring weekly testing to Boardman. These events have run from the beginning of September until now.

#### **COVID-19 Vaccines**

All Oregonians age 12 and older are now eligible for a vaccine in the state.

We anticipate the government expanding pediatric eligibility to 5-11-year old's in the coming days. We are continuing to partner with key partners such as the Oregon Health Authority and local healthcare clinics, and local community-based organizations. We are seeing less people coming in for an initial dose of COVID-19 vaccines county-wide. These trends follow the same trajectory of other rural counties around the state. Booster doses for all three vaccines, Pfizer, Moderna, and Johnson and Johnson are now approved. We anticipate seeing an influx of people seeking vaccine due to this recent change.

#### COVID-19 Vaccine Booster Eligibility Criteria:

- o The following groups are eligible for booster doses ≥6 months after their last dose:
  - All persons ≥65 years of age,
  - Residents aged ≥18 years living in long-term care settings,
  - People aged ≥18 years with underlying medical conditions,
  - People aged ≥18 years who live or work in <u>high-risk settings</u>.
- o The following group is eligible for a booster dose ≥2 months after their previous dose:
  - People aged ≥18 years who received the Johnson & Johnson vaccine.
- Booster doses may be any brand of vaccine, regardless of the vaccine received for the initial dose(s) of the series.

#### **COVID-19 School Response**

Morrow County Health Department has been working closely with Morrow County Schools doing COVID surveillance and monitoring in the student and staff populations. There has been a significant increase in contact tracing within schools. We have engaged the Morrow County School District nurses to assist us in contact tracing. During this quarter we hosted vaccine events at the schools. We didn't get the turnout we were hoping for but we anticipate future opportunities to partner again.

#### Staffing

#### **Recent Changes:**

- Health Officer
  - o We have contracted Dr. Berretta to serve in this role
- Nurse Supervisor
  - We are pleased to announce that Robin will be filling this role

#### **Current Vacancies:**

- Clinic Nurse Coordinator
- Maternal & Child Health Home Visiting RN, (Babies First)

#### **Electronic Health Record**

We have continued our phased approach with Patagonia. At the moment Home Visiting programs, CARE, and Immunizations are live. Reproductive Health has been delayed due to our clinic nurse vacancy. The billing department will also need an additional training.

# Weed Dept. BOC Quarterly Report for July-September 2021

First let me say I am sorry I could not be there in person but I have scheduled leave off for Elk Hunting.

#### July

Helped prep Paint truck for work and started Painting roads in Morrow County.

Performed some maintenance on sprayer and got new tires on truck.

Took a week off for Vacation.

Sat in on Oregon Invasive Species Council meeting.

Assisted with some chip seal work on Bombing Range Road and Kilkenny Road.

#### **August**

August was primarily spent laying out stripping and stripping roads.

#### **September**

One week was spent assisting with chip seal projects for road dept.

Finished Morrow County paint stripping work and spent 2 days painting roads for Gilliam County.

Visited Arundo sites with ODA and PGE reps. One site was declared eradicated and the other two sites will be declared eradicated next year if no plants are found at that time. This project started in 2011 and it will be nice to see it completed hopefully next year.

Corresponded with Shepherds Flat regarding weed plans during retrofit project.

Started paved road residual spraying the last week of Sept.



## **AGENDA ITEM COVER SHEET**

Morrow County Board of Commissioners (Page 1 of 2)



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

Presenter at BOC: Katie Imes Department: The Loop - Public Transit Short Title of Agenda Item: (No acronyms please)  The Loop Quarterly	Requested Age	reviewers: 10/27/21 enda Date:
This Item Involves  Order or Resolution Ordinance/Public Hearing: 1st Reading 2nd Reading Public Comment Anticipated: Estimated Time: Document Recording Required Contract/Agreement	Consent As Discussion Estimated	ents Project/Committee genda Eligible & Action
N/A Contractor/Entity: Contractor/Entity Address: Effective Dates – From: Total Contract Amount: Does the contract amount exceed \$5,000?	Authorizations, Contracts & Agreements  Through: Budget Line: Ves No	
Reviewed By:		
Laure DATE DATE	_Department Director Administrator	Required for all BOC meetings  Required for all BOC meetings
DATE	_County Counsel	*Required for all legal documents
DATE	Finance Office	*Required for all contracts; other items as appropriate.
DATE *A	_Human Resources	*If appropriate (tancously). When each office has notified the submitting test 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)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):
Please see attached update
2. FISCAL IMPACT:
N/A
3. SUGGESTED ACTION(S)/MOTION(S):
N/A

<sup>\*</sup>Attach additional background documentation as needed.



## THE LOOP - MORROW CO. TRANSPORTATION

P.O. Box 495 · Heppner, Oregon 97836 · (541) 676-5667 · 1-855-644-4560

The Loop Quarterly Update October 27th, 2021

### Driver Status and Ridership

TOTAL QUARTERLY RIDES  July - September 2021	
The Loop Rides – July 2021	
City	Rides
Boardman	62
Irrigon	108
Heppner	108
Total	278
The Loop Rides - August 2021	
City	Rides
Boardman	46
Irrigon	165
Heppner	81
Total	292
The Loop Rides – September 20	21
City	Rides
Boardman	34
Irrigon	129
Heppner	73
Total	236
Quarterly Total	806
Denied Trips	48

Current Drivers
HEPPNER
Jesse Husband
IRRIGON
Dixie Earle
Brenda Aliangan
Ron Aliangan
Bobbie Veatch
BOARDMAN
Phyllis Gilbertson
John Blazer
Kayak -Irrigon
Riders - 191
Service Days - 74
Good Shepard
CareVan
Trips - 292

#### • Part-time Driver Positions

Bobbie V. was hired in August as a Part-time driver and resides in Irrigon. Bobbie volunteered for the Loop a couple of years ago and was ready to return. She loves to drive and has a heart for the Loop riders.

Heppner, Lexington and Ione need drivers. The Loop has had one driver in Heppner for the last six months. We have been advertising this position continually with little interest. Our Boardman and Irrigon Drivers will drive Heppner, Lexington, and Ione residents if they have the hours.

#### 5311 Formula Funding

Morrow County has been accepted into the 5311 Formula Fund. These funds are provided by the Federal Transportation Administration and administered by the Oregon Department of Transportation. These funds will be utilized to expand the Loop staffing positions.

#### Weekly Shopper

The Loop has begun the Weekly Shopper, this service operates every Friday providing transit to Hermiston grocery stores and to have lunch. The service provides different shopping locations each week, allowing the passenger different options to shop. The brochure for this service is included in the agenda packet.

#### POM-Boardman Circular and the Hermiston-Boardman Connector

Buses for this new service have been ordered, delivery of these buses is unknown at this time. Bi-monthly meetings are being held between The Loop, Kayak and Umatilla County's Transit Coordinator's to evaluate progress toward implementing the POM-Boardman Circular and the Hermiston-Boardman Connector.

#### Current Projects

Bus Sanitization equipment arrived at the end of September. Drivers will be trained on application and will incorporate this task into their post-trip duties.

Section 5339 – Bus Facility Project, Ducote Consulting has been hired to assist Morrow County in releasing an RFQ for engineering/architectural services. Ducote is also assisting us with the 5339-grant application.

iTransit Hardware is expected to be installed in the buses and operating in November.

Morrow County Planning Department and Public Transit are in the process of updating the Transportation System Plan – Transit Section. This work is being conducted with Kittelson and Associates. Stakeholder involvement was conducted on October 19<sup>th</sup>, 2021 at the STIF Advisory Committee's quarterly meeting.



#### September 2021

County Solutions: Water Needs Forums Project Narrative

**Services:** Comprehensive staffing (planning, community engagement, on-site facilitation); completion of comprehensive written report; <u>and</u> ongoing technical support to design, prepare for and conduct Water Needs Forums.

Summary of Water Needs Forums: **Guiding Principles**, **Purpose and Outcomes** 

**Contribution Per County: \$25,000** 

Beginning Date: October 1, 2021

End Date: March 31, 2023 (18 months total)

#### **Need and Opportunity**

Water is at the heart of daily life. Water is critical to sustaining a healthy environment, maintaining quality of life, and ensuring economic opportunity. Communities lack access to the information and resources they need to effectively respond to current water challenges, like drought, and prepare for future challenges resulting from increased demands on increasingly limited supplies. In addition, we are beginning to understand how the long term effects of climate change will affect our state in general, and our water resources in particular. It is important that we take action now to begin planning for our water future. The Water Needs Forums are a critical first step that local governments can take to identify and better understand comprehensive water needs that exist at the community level.

Local governments have the responsibility to: develop and plan for adequate water supplies for their citizens; protect our natural environment; and ensure that our water dependent economies are able to function in a sustainable way. To accomplish this Counties and Cities have the responsibility to the state and to their citizens, to develop public facility plans and comprehensive land use plans. These land use and public facility plans must be based on water needs and availability as well as the unique constraints that each jurisdiction faces. Many if not most of our local plans are out of date. A very different set of assumptions for water needs exist now than were present forty years ago at the beginning of the land use program such as population growth, economic and environmental needs.

Planning to address local water needs begins with engagement of our citizens. The Community Water Needs Forums are designed to bring stakeholders from all communities of interest together to produce a comprehensive inventory of water needs. The Forums will be designed to provide for mutual education between the participants about why their respective needs are important to them. These forums will not make decisions about priority setting or planning changes. The outcome we expect to achieve is a mutual respect and mutual purpose in addressing the multiple needs that exist at the community level. It is hoped that these forums

can create greater understanding about what is needed and what it will take to achieve a successful water future.

County Commissioners and County Planners need support and assistance to navigate the increasingly complex world of water, facilitate conversations among diverse interests in their communities to build a common understanding of the full range of interests and values, build capacity and momentum to collaborative tackle water challenges, and make sure that community-level interests and values are considered and incorporated into state-level conversations. The fragmented management of water between local, state, and federal actors can make it difficult to pursue integrated solutions that maximize social, environmental, and economic benefits.

Based on an opt model, "cradle-to-grave" assistance will be provided for Oregon Counties that choose to convene Community Water Needs Forums. These Forums which will be the first, critical step towards creating a more water secure future for their communities.

# Outcome: These Water Needs Forums will help to build and sustain a network of County Commissioners who can champion local water needs in future regional & statewide water funding and planning efforts, most notably:

- (1) Successful broad based community support for passage of a comprehensive, long term water strategy and funding package in the 2023 Oregon Legislative Session that addresses specific water needs at the county level;
- (2) Successful use of American Rescue Plan Act (ARPA) funds by 2024 for any specific, desired county related water investments; and
- (3) Successful access to the \$1 Trillion Infrastructure Investment and Jobs Act passed by the Senate in August 2021---specifically, county government access to \$55 billion of federal funding that is dedicated for clean drinking water and wastewater infrastructure.

#### **Project Overview Description and Goals**

- Community Water Needs Forums will be conducted around the state at the county level or regional/basin level if desired. These forums will be convened or co-convened by local county commissioners.
- The purpose of these Water Needs Forums is to identify economic, environmental, and social water needs in communities around the State by bringing all stakeholders together and creating an inventory of local water needs.
- These Forums will provide for mutual education and learning about water needs at the county level.
- These forums will solely focus on creating inventories and descriptions of water needs; these forums will not in any way consist of priority setting or policy setting.
- These will be neutral forums for the sharing of water needs that are fully inclusive, representative, and welcoming to any/all individuals, groups, associations, communities, stakeholders, organizations, and others who may have water needs.

- Commissioners may team with other elected officials representing governments in the county or may team with others in co-convening these forums.
- Up to three separate Water Needs Forums will be held within each participating county the exact number will be determined by each county. Commissioners may also choose to convene smaller group discussions to help inform the larger Forums.
- Specific training will be provided to Commissioners to serve as convenors or co-convenors for the Water Needs Forums.
- The Water Forums will produce a comprehensive, final, detailed report that inventories and details all of the water needs identified within each county.

#### **Contractor Scope of Work**

- Provide cradle-to-grave, comprehensive staff support for Counties in the project. This shall
  include, but not be limited to pre-meeting design & planning, meeting materials preparation,
  facilitation and report creation for Water Needs Forums.
- At initial stage of planning process, contracted staff will conduct in-person interviews with Commissioners in each participating County. These interviews will be conducted in the Fall 2021 and early Winter of 2022 and may also include local site visits.
- Conduct in-person facilitation of Community Water Needs Forums in each individual county.
- Participation in the AOC annual meetings in November 2021 and November 2022.
- Ensure successful coordination and partnership with community based organizations to help robust local engagement of any and all interested local citizens and organization.
- Creation of a Story Map of the needs indented in the Forums to help inform key decision makers in Oregon's Executive Branch, the Legislature and water advocacy community
- Assist with the Community Water Forums Partnership whose members will help support successful community engagement & stakeholder participation in the Forums and help connect the Forums with statewide/regional water conversations.
- Assist with the ongoing coordination of a cohort of interested County Commissioners who
  will be convening Community Water Forums. This work may include: facilitating peer-to-peer
  learning opportunities; facilitating learning and training from subject matter experts on both
  water-related and process-related topics (e.g., community building, water law and policy);
  conducting research and writing briefings to help Commissioners understand the current
  status of relevant water issues; coordinating and facilitating meetings between
  Commissioners who may wish to jointly undertake Community Water Forums where they
  have a shared hydrologic boundary.
- Co-design the Community Water Forums with individual Commissioners and the input of the "County Commissioner Water Cohort" and the Community Water Forum Partnership using the Ford Family Foundation Community Building Approach (alternate approaches may be considered).
- Prepare information that may be needed to support Community Water Forums.
- Support outreach and advertisement to ensure that a diversity of interests actively participate in the Community Water Forums.
- Facilitate a series of Community of Water Forums convened by participating County Commissioners or assist in arranging neutral facilitation if desired by a County.

- Assist (as requested) Commissioners in understanding and accessing available financial
  and technical assistance to support Community Water Forums and next steps. Build
  partnerships with other external partners that can provide financial and technical expertise to
  advance work identified in the Community Water Forums (e.g., AOC-OBC Partnership).
- Produce materials that clearly summarize the outputs of the Community Water Forums for multiple audiences (general public, agencies, decision-makers, funders).
- Connect County Commissioners to statewide conversations about water that may be
  relevant to understanding or addressing water needs and challenges in their respective
  counties. This may include the IWRS update, Water Vision, regional water planning
  conversations, etc. The focus will be on providing Commissioners with the information and
  resources to effectively engage in statewide conversations.
- Follow-up on next steps identified by the Community Water Forum Partnership, the County Commissioner Water Cohort, and Community Water Forums.
- Depending on Commissioner support/resources Coordinate and facilitate a confluence of local leaders in Fall 2022 to learn from each other and discuss common priorities identified during the Community Water Forums.
- Depending on Commissioner support/resources Conduct a survey to understand the
  extent to which Oregon Counties are accounting for water scarcity and security and a
  literature review to identify best practices for incorporating water security considerations into
  land use planning and other county-led programs and processes.

#### **Outputs/Deliverables**

- Community Water Needs Forum design materials that provide a comprehensive community engagement process and toolkit for interested Commissioners.
- Promotional & educational materials to support Community Water Needs Forums.
- Comprehensive documentation of each induvial county's water needs as concise, shareable summaries for each individual Community Water Forum.
- A compilation of findings across Community Water Forums provided in an accessible format.
- Creative outputs from the Community Water Forums (e.g., photographs, video stories, etc.)
- Creation/support of a crowd-sourced online community/tool to share water-related funding opportunities and events.
- A well-connected network of local water champions.
- Trainings, research materials/briefings, and other materials requested by Commissioners to support their water work.
- A summary of current status and best practices for addressing water scarcity and security in land use planning in Oregon.
- Other deliverables to be determined based on conversations with Commissioners and the results of the Community Water Forums.

# Community Water Needs Forums 2021-22

**Community Water Needs Forums Description and Purpose** - Community Water Needs Forums will be conducted around the state at the county level or regional/basin level, if desired. These Forums will be convened or co-convened by County Commissioners for the following purposes:

- (1) To identify economic, environmental and social water needs in communities around the State by bringing all stakeholders together and creating an inventory of water needs based on their participation and descriptions.
- (2) These forums will solely focus on creating inventories and descriptions of water needs; these forums will not in any way consist of priority setting or policy setting.
- (3) Commissioners may team with other elected officials representing governments in the community or others in co-convening forums.
- (4) To provide neutral forums for the sharing of water needs that are fully inclusive, representative and welcoming to any/all individuals, groups, associations, communities, stakeholders, organizations and others who may have water needs. These forums shall be designed to ensure that all voices and interests can participate equitably.
- (5) To provide a forum for mutual education and learning about water needs by asking stakeholders to share and describe the interests that underpin their water needs and creating an opportunity for dialog about their interests and plans.
- (6) To identify the data, information, process and financial support needed to conduct water planning at the community and/or regional/basin level going forward.
- (7) To create an awareness among the citizenry for the investments that will be needed from the 2023 Legislative Session and Congressional acts in order to successfully address water needs comprehensively.
- (8) To provide thorough lists/inventories of water needs to inform efforts at the water region and/or basin level.