

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 9, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**See Zoom Meeting Information 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. Approve Accounts Payable & Payroll Payables
  - b. Amendment 1 to Department of Revenue Intergovernmental Agreement #305-21
  - c. Software License and Professional Services Agreement with Woolpert, Inc./Data Cloud Solutions for Mobile Assessor Field Appraisal Software and Hardware
  - d. Text to 911 Program Implementation Agreement with TeleCommunication Systems, Inc.
5. **Public Hearing:** Land Use Legislative Hearing to Amend the Transportation Plan; Ordinance No. ORD-2022-1 (Tamra Mabbott, Planning Director)
6. **Legislative Updates**
7. **Business Items**
  - a. Broadband Funding Request (Aaron Moss, Lead for America & American Connection Fellow, Morrow County Broadband Project)
  - b. Professional Services Agreement with Kittelson & Associates to Update the Morrow County Coordinated Human Services Transportation Plan (Katie Imes, Coordinator, The Loop)
  - c. Budget Transfer Resolution No. R-2022-7: Appropriating \$100,000 to OSU Extension Service for Funding Mormon Cricket Control
  - d. Letter of Support – U.S. Economic Development Administration (EDA) Grant
  - e. Resolution No. R-2022-6: In Support of Heppner Mill Site EDA Grant
  - f. Grazing and Fire Fuels Management Agreement (Greg Close, Parks General Manager; Justin Nelson, County Counsel)
  - g. Designate Interim Public Health Director (Darrell Green, Administrator)
  - h. Unanticipated Revenue Discussion
8. **Department Reports**
  - a. Treasurer’s Monthly Report (Jaylene Papineau)
  - b. Planning Department Monthly Report (Tamra Mabbott)
9. **Correspondence**
10. **Commissioner Reports**
11. **Sign documents**
12. **Adjournment**

Agendas are available every Friday on our website ([www.co.morrow.or.us/boc](http://www.co.morrow.or.us/boc) under “Upcoming Events”). Meeting Packets are also available 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 Lutchter 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, County Administrator at (541) 676-2529.

### **Zoom Meeting Information**

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

**PASSWORD: 97836**

Meeting ID: 541-676-2546

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

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



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
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(For BOC Use)
Item #
46

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

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item: 2021-22 DOR Assessor Map Maintenance Contract Amendment
(No acronyms please)
Phone Number (Ext): 541-676-5607
Requested Agenda Date: 3/9/2022

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Dept. of Revenue
Contractor/Entity Address:
Effective Dates - From: 7/1/2021 Through: 6/30/2022
Total Contract Amount: Additional \$6,000 Budget Line: 101-103-5-20-3420
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Mike Gorman 3/3/2022 Department Director Required for all BOC meetings
[Signature] 3/9/22 Administrator Required for all BOC meetings
County Council \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate
Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

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

Amendment for an additional \$6,000 for Assessment Map Maintenance with Oregon Dept. of Revenue. The original contract was for 367 hours of map maintenance which equates to \$22,000. This amendment is for an additional 100 hours of map maintenance. We have used all of the original hours due to large volume of partitions, subdivisions, combinations and property line adjustments so far this budget year. There is room in my budget for the added amount. We did this same thing back in 2020. If this is not approved, we will be unable to process any Partitions, Subdivisions or Property Line Adjustments until July 1. I have included the original contract for reference.

## **2. FISCAL IMPACT:**

\$6,000

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

Approve and sign

Attach additional background documentation as needed.

**INTERGOVERNMENTAL SERVICES AGREEMENT  
CONTRACT #DOR-305-21**

This agreement is between The Oregon Department of Revenue (Department) and Morrow County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2021 to June 30, 2022. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	366.67	\$60.00	\$22,000
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days' written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its  
DEPARTMENT OF REVENUE

By *Krista Olson* 7-1-21  
*Krista Olson* *Kathryn Jones* Date  
Procurement Manager, DPO

Internal Review

By *Rebecca Hall* 6/16/2021  
*Rebecca Hall* Date  
Unit Manager, Property Tax Division

By and through the  
BOARD OF COMMISSIONERS  
of Morrow County, Oregon

By *Don Russell* 6-23-21  
*Don Russell* Date  
Chairperson  
Board of Commissioners

*L. D. Dutton* 6-23-21  
*L. D. Dutton* Date  
County Commissioner

*Melvin Lindsey* 6-23-21  
*Melvin Lindsey* Date  
County Commissioner

REVIEWED AND APPROVED

By *Joseph D. ...* 6-23-21  
*Joseph D. ...* Date  
Assessing Official of Morrow County

**AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT  
CONTRACT #305-21**

This is Amendment #1 to contract #305-21 between the State of Oregon acting by and through its Department of Revenue (Agency) and Morrow County (County).

The Contract is hereby amended as follows (new language is indicated by bold and underline and deleted language is indicated by strikethrough and brackets):

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	( <del>366.67</del> ) <b>466.67</b>	\$60.00	( <del>\$22,000</del> ) <b>\$28,000</b>
Related Maps		Actual	

Except as expressly amended above, all other terms and conditions of the original contract and any previous amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this amendment.

STATE OF OREGON, by and through its  
DEPARTMENT OF REVENUE

By: \_\_\_\_\_  
Kathryn Jones, Interim Procurement Manager

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

Internal Review

By: \_\_\_\_\_  
Rebecca Hall,  
Cadastral Information Systems  
Unit Manager, Property Tax Division

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

By and through the COUNTY COURT or  
BOARD OF COUNTY COMMISSIONERS  
Morrow County, Oregon

By: \_\_\_\_\_  
County Judge or Commissioner

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

REVIEWED AND APPROVED

By:   
Assessing Official of Morrow County

Date: 3-3-22



**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
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**1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

This contract is for the field appraisal software and hardware, Data Cloud Mobile Assessor, I presented to you back in December, (attached). The full contract amount is \$31,475.00, but I am only requesting \$17,000 from this budget year for the first installment. Darrell has offered this first installment to be paid from the Computer Programming Reserve line in the budget. The balance will be paid from my budget when we actually receive the software.

**2. FISCAL IMPACT:**

Total Contract Amount \$31,475. First Installment \$17,000 from the Computer Programming Fund # 217-125-5-40-4401

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

Approve and Authorize Darrell Green to sign contract.

Attach additional background documentation as needed.



## Assessment & Tax New Appraisal Software Ask:

### Data Cloud Solutions – Mobile Assessor

Mobile Assessor is a software application that will complement our current Assessment & Tax Software (ORCATS by Helion Software, Inc). Mobile Assessor utilizes IPADS with a cellular data plan and loaded with the Mobile Assessor application intended for field appraiser work. The Mobile Assessor Application will interface with ORCATS and eliminate the use of paper and manual data entry. Current property information will be accessed through the IPAD, the appraiser will gather the new data for a specific property and enter the data on the IPAD which will interface with ORCATS. After a day of appraisal fieldwork is complete, the appraiser will come back to the office, review the work and finalize the workflow changes. This process is expected to save 30-40% of appraisal office time.

Current field appraisal practice is to print all of the account information which consists of: Current appraisal with inventory data, diagram, recent photo, etc for each property for various appraisal reasons, property sale, new construction or re-appraisal. This process takes a vast amount of staff time. When field work commences, appraisers grab a stack of paperwork and go out in the field to do inspections, the appraiser will document any changes on the paperwork and then come back to the office to enter the new data into ORCATS. The Mobile Assessor application eliminates all of the above steps, greatly increasing efficiency. Mobile Assessor utilizes the IPAD's camera for property photos and includes a property diagram application with both functions automatically merging with ORCATS.

Currently, nine Oregon Counties are either utilizing Mobile Assessor or have signed contracts for implementation.

Initial cost for license and program setup/integration: (A deposit is required to get in their queue)	\$26,075.00
Hardware, 4-IPAD PRO and Case (estimated cost \$1,350 each)	<u>\$5,400.00</u>
<b>Total First Year Cost</b>	<b>\$31,475.00</b>
Annual License and Software Maintenance (3 year contract)	\$7,000.00
Annual Cellular Data Plan Fee (\$200/Month estimated)	<u>\$2,400.00</u>
<b>Total Cost, Subsequent Years</b>	<b>\$9,400.00</b>

SOFTWARE LICENSE and  
RELATED PROFESSIONAL SERVICES  
AGREEMENT

APPRAISAL TECHNOLOGY INTEGRATION  
TO FACILITATE MORROW COUNTY, OR'S DISCOVERY & APPRAISAL  
OF REAL ESTATE AND EQUALIZATION OF VALUES

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Woolpert, Inc. d/b/a Data Cloud Solutions, a Woolpert Company ("Woolpert" or "Supplier") an Ohio corporation having a principal place of business at 1730 N. Limestone St., Springfield, OH 45503 and Morrow County Assessor's Office, 100 Court Street Heppner, OR 97836 ("Customer"). Collectively, Supplier and Customer shall be known as the Parties.

**RECITALS**

**WHEREAS** Customer, pursuant to state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

**WHEREAS** Customer has the desire to acquire and implement a number of technology-based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

**WHEREAS** Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time-consuming rollout period, and

**WHEREAS** Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

**WHEREAS** Supplier is engaged in the business of developing and selling **CAMA Cloud® software**; including MobileAssessor®, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to same;

**WHEREAS** Supplier possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

- 1) **Term.** This Agreement, including the End User License Agreement (“EULA”) attached hereto and incorporated herein by reference, and in which Customer shall be referred to as “Licensee”, shall **commence on March 17, 2022 or the Effective Date of this Agreement (page 8) and end on June 30, 2028** then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term. The services hereunder shall be provided by Supplier in accordance with the following schedule:
- a) **Project Start & Implementation:** beginning the later of September 28, 2022 or 30 days after Supplier receives remote access to Customer’s CAMA system (a.k.a. Helion/“ORCATS”) and ending within 60 days thereafter.
  - b) **Delivery of Production Software and training:** beginning the later of January 10, 2023, or 90 days after Supplier receives remote access to Customer’s CAMA system; unless a later date is approved by Customer.
    - i) Provided that Customer has provided Supplier with remote access to install Software on a server or virtual machine with **ODBC access to the CAMA database and read/write privileges to the photo storage directories on or before October 17, 2022.**
    - ii) *Each day after March 17, 2022 that this Agreement isn’t fully executed, or each day after October 17, 2022 that the above referenced remote access isn’t provided to Supplier; then, Supplier may shift all delivery dates by one or more days, at Supplier’s sole discretion.*
  - c) **Maintenance and support:** October 17, 2022 – 11:59pm to June 30, 2028, then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term.
- 2) **Scope of Services.** Supplier shall provide to Customer professional services regarding the provision, set-up, and implementation of up to **10,000 real property accounts**; and training of Software on Customer hardware, including:
- a) **Four (4) field appraiser iPad Pro or Air (10.9” - 11”) LTE** (or newer with an A12, 64-bit architecture; or better) machines loaded with Customer’s technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMA Cloud® licensed devices (**4 mobile + 3 desktop administrative consoles**) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
- Reappraisal data verification / collection
- Market areas statistical review and delineation notation

- Land and building values equalization review
- Reappraisal valuations final field review
- Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
- Appeals' field checks

- b) Configuration assistance of **four (4)**, Supplier provided, iPad Pro or Air (10.9" - 11") LTE (or newer with an A12, 64-bit architecture; or better) mobile devices with protective cases and anti-glare screen protectors.
- c) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 2.5 days in total. Onsite training shall be in conducted in the following allotment(s):
- i) no more than one session containing 3 consecutive business days; and
    - additional days of training can be purchased on an as-needed basis.

Any onsite training or professional services (including any excess) shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- d) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by Supplier for the duration of licensed use by Customer.
- i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by Supplier (e.g., Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc.). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including "B", to the contrary.
  - ii) Up to 200 read-only fields and 200 editable fields, across 20 CAMA tables or less (excluding lookup/reference tables). Each extra read-only field would require an additional \$100 one-time fee plus \$25/field/year in additional annual maintenance and support. Each extra editable field would require an additional \$500 one-time fee plus \$150/field/year in additional annual maintenance and support. Each extra CAMA table would require an additional \$1,500 one-time fee plus \$500 per CAMA table above 20, per year, in additional annual maintenance and support. If additional data or tables above and beyond the included quantities listed above are requested by Customer, then Supplier may shift all delivery dates by one or more days, at Supplier's sole discretion.
- e) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.
- *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by Supplier staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings*

*shall be applied to Software training as applicable to the proper collection and incorporation of market data.*

Any professional services in excess of the amounts described in this Agreement shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- 3) License and Professional Fees for Software and/or Hardware Services.** All licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed **\$19,875 plus \$2,900 per mobile license granted in this Agreement** (reference Section 2a).
- a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.
    - i) First installment: \$17,000 shall be invoiced and due upon the execution of this agreement. First installment not to exceed **\$17,000**.
    - ii) Second installment: \$14,475 due upon CAMACloud Synchronization Service being installed on Customer's server. *Second installment of one-time fees not to exceed \$14,475.*
  - b) Customer may add additional licenses after the execution of this Agreement under the following conditions:
    - (1) Customer requests a Purchase Order estimate/quote from Supplier,
    - (2) Customer provides purchase authorization via Purchase Order provided to Supplier,
    - (3) 100% of additional license fees are paid within 30 days of activation,
      - (a) additional mobile licenses can be purchased set at then current rates, each, and
      - (b) additional desktop administrative console licenses are \$1,000 each.
  - c) Customer may add additional CAMA Cloud® modules after the execution of this Agreement under the following conditions:
    - (1) Customer requests a Purchase Order estimate/quote from Supplier,
    - (2) Customer provides purchase authorization via Purchase Order provided to Supplier,
    - (3) 100% of additional upgrades fees are paid within 30 days of activation,
      - (a) additional modules will be set at then current rates,
      - (b) additional upgrades will be set at then current rates.
  - d) If Customer determines that Supplier is not in compliance with the terms of this Agreement, Customer may suspend payments until Supplier is in compliance with the terms and conditions of this Agreement.
    - i) Full payment by Customer to Supplier shall be immediately due if the parties agree that Supplier was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer is accountable for, that interferes with Supplier's ability to successfully complete agreed upon services.
- 4) Annual SaaS, Maintenance and Support Fees for Software.** Yearly annual maintenance and support for which Customer shall be responsible to pay Supplier an annual sum not to exceed **\$4,100 plus \$725 per mobile license**. Customer will be entitled to product Updates during the term

of this Agreement, which include releases that correct identified errors in Software (including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.

- a) Full (non-discounted) annual maintenance begins July 1<sup>st</sup> of each year and the first full annual total is due no later than July 31, 2023.
    - i) 100% of pro-rated/discounted Annual Maintenance and Support fees (\$7,000 less pro-rata and miscellaneous discounts of \$2,000) shall be invoiced within 15 days after Customer's CAMA data is loaded to a production CAMACloud environment. **Discounted SaaS, project management, maintenance and support fees through June 30, 2023 not to exceed \$5,000.00 (estimated due date between November, 2022 – December, 2022).**
  - b) Yearly annual maintenance and support fees may increase to then current rates if Customer adds additional modules, switches CAMA systems, or upgrades after the execution of this Agreement as referenced in Sections 3)b) and 3)c).
  - c) There is no credit or refund in the one-time license fees if the quantity of mobile licenses or upgrades is decreased at any point in the future, but the annual maintenance and support fees shall decrease by the then applicable and respective maintenance rate(s) per removed license or upgrade, per year.
- 5) Supplier will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within two (2) business days. However, Supplier cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.**
- a) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.
  - b) Example: The 7/1/2022 – 6/30/2023 pro-rated and discounted SaaS, hosting, maintenance, and support amount of \$5,000 will be due between November, 2022 – December, 2022. Then the first full year annual maintenance and support of \$7,000 shall be due by 7/31/2023; then the second full year annual maintenance and support of ~\$7,000 shall be due by 7/31/2024; then the third full year annual maintenance and support of ~\$7,000 shall be due by 7/31/2025; then the fourth full year annual maintenance and support of ~\$7,000 shall be due by 7/31/2026; then the fifth full year annual maintenance and support of ~\$7,000 shall be due by 7/31/2027 for which maintenance and support shall expire at the end of 6/30/2028 if Customer provided a sixty (60) day notice to cancel, else renew annually until such notice is provided.
    - (1) ~Each of the above amounts can increase or decrease based upon the then current, applicable, and respective number of licenses or upgrades added or removed after the execution of this Agreement, in accordance with Sections 3 and 4; or, if in the event of no upgrades then the annual maintenance amounts may increase by an amount not to exceed 3.9% from one year to the next.
- 6) Reimbursement of Expenses.** Supplier shall be responsible for all direct expenses of Supplier with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above-described hours/days/licenses shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- 7) Mutual Mediation Clause.** Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation. If either party chooses to exercise this right to demand mediation, then, by doing so, that party shall also consent and agree to toll any limitations periods applicable to any claims that the other party may have against the party demanding mediation, such that all applicable limitations periods shall be extended by the same number of days as the period of time from when the demand for mediation was first placed into the mail or otherwise actually communicated to the other party, until the day on which mediation is completed ("Mediation Delay"); and the party demanding mediation shall waive all defenses based on statutes of limitations where litigation is actually commenced within an amount of time from the date that the statute of limitations would have otherwise run equal to the length of the Mediation Delay.
- 8) Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party resulting therefrom, unless expressly consented to in writing by the party waiving such right.
- 9) Confidentiality.** The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Exhibit "A", in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided however Customer will give Supplier written notice within twenty-four hours of Customer's receipt of any request, order or subpoena to allow Supplier to seek whatever protections it deems advisable against such disclosure.
- 10) Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.
- 11) Amendments.** This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.
- 12) Designated Representative.** Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of Supplier or Customer:

Woolpert: Daniel T. Anderson \*

E-mail: [daniel.anderson@woolpert.com](mailto:daniel.anderson@woolpert.com) \*

*\*or then current Data Cloud Solutions' Practice Leader,*

*Copy to: [jon.downey@woolpert.com](mailto:jon.downey@woolpert.com)*

Customer: Mike Gorman\*\*

Copy: [mgorman@co.morrow.or.us](mailto:mgorman@co.morrow.or.us)\*\*

*\*\*or then current Assessor*

**13) Entire Agreement.** The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of Supplier and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: [ \_\_\_\_\_ ]

ACCEPTED BY:  
Woolpert, Inc.

ACCEPTED BY:  
Morrow County Assessor's Office

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

\_\_\_\_\_  
Name

Vice President, Practice Leader (DCS)

*[Handwritten Signature]*  
Morrow County Assessor/Tax Collector

Title

Title

The undersigned Board secretary and/or custodian of records hereby certifies that the above and foregoing SOFTWARE LICENSE AND RELATED PROFESSIONAL SERVICES AGREEMENT FOR APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE MORROW COUNTY'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES, was approved.

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



**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of an amount not to exceed **\$36,475 payable in three installments between April – December, 2022** which is hereby authorized.

Funds for future years are subject to appropriation in the Customer's then current annual budget and are not guaranteed, but are projected to be \$7,000 - \$8,200 payable in July of each subsequent year (beginning July 1, 2023) for ongoing annual maintenance and support. **See Section 3-5 for proposed schedule of payments' due dates.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Account No. (if applicable) \_\_\_\_\_

## EXHIBIT "A"

### End User License Agreement

#### DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, a Woolpert Company (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

#### 2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, a Woolpert Company ("Woolpert", "Woolpert, Inc.") written Purchase Orders identifying the Licensed Software and services Licensee desires to obtain from Woolpert (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that a quote/estimate be generated by Woolpert for each Purchase Order Licensee intends to issue to Woolpert. Woolpert shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. Woolpert may reject a Purchase Order that does not meet the conditions

described above by promptly providing to Licensee a written explanation of the reasons for such rejection. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

#### 3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, Woolpert hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Woolpert, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or

exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by Woolpert. Licensee acknowledges and agrees that the License is restricted to county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database Objects of Licenses Software. Licensee agrees that the database objects created by Woolpert and its architecture are key components of Licensed Software that is also being licensed concurrently with this Agreement. The database objects may be subject to copyright protection by Woolpert. Licensee acknowledges that any alteration of the database objects – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with Woolpert is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the License Software database and/or Customer's CAMA database, and that Woolpert can no longer warrant the accuracy of the data or the above referenced databases. Licensee shall not permit any third party or third-party software product to access the Licenses Software database objects except with the prior written consent of Woolpert.

#### SERVICES.

4.1 Professional Services. Woolpert shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, Woolpert personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. Woolpert shall provide maintenance and support services ("Maintenance") as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 days for standard inquiries and 3 hours for emergency inquiries from the time the call was placed or 6 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this

Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay Woolpert the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

#### 5 FEES AND EXPENSES.

5.1 In consideration for the License and the Services and Maintenance to be provided by Woolpert, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in the Purchase Order or this Agreement. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA Cloud® applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit Woolpert to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

#### 6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by Woolpert to Licensee (the "Proprietary Information") are confidential and that Woolpert has and will have exclusive Intellectual Property Rights in such Proprietary Information. Notwithstanding the foregoing, Woolpert understands and agrees that Licensee is subject to its state's Open Records Act. Woolpert further understands that information which Woolpert considers or treats as confidential may be made public or disclosed to members of the public, if such disclosure is required by law.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of Woolpert's Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of Woolpert. Except as otherwise expressly set forth in any Purchase Order or this Agreement, Woolpert shall own all right, title, and interest in and to all Deliverables that are written or created by Woolpert personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other

materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to Woolpert. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Except as required or prohibited by law, Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of Woolpert confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Except as required or prohibited by law, demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 Woolpert agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. Woolpert agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to Woolpert's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by Woolpert and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 To the extent that Licensee is authorized by law to do so, Licensee agrees to assist Woolpert in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or

entity not authorized by this Agreement to have such possession or use, and will cooperate with Woolpert in any litigation that Woolpert determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages. Woolpert further agrees that, to the extent that any disclosure of information is required by law, or the concealing of information is prohibited by law, including information of any type considered under this Agreement to be confidential, Woolpert shall not be entitled to any damages or other legal or equitable relief whatsoever.

## 7 INDEMNITY.

7.1 Woolpert will indemnify and defend Licensee, at Woolpert's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies Woolpert in writing of any such claim; (ii) gives Woolpert full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with Woolpert in the defense of such claims, including providing adequate assistance and information. Woolpert shall keep Licensee informed of, and consult with Licensee in connection with the progress of such litigation or settlement. Woolpert may not settle any Claim unless it unconditionally releases Licensee of all liability. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Woolpert's prior written consent.

7.2 This indemnity does not apply to, and Woolpert will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Woolpert unless approved in writing by Woolpert; (ii) modifications made by Woolpert at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior

version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in Woolpert's reasonable opinion is likely to arise, Woolpert may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Woolpert, Woolpert may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF WOOLPERT AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

## 8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 Woolpert warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. WOOLPERT MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. WOOLPERT DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WOOLPERT HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

## 9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure

such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31<sup>st</sup> day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, Woolpert may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to Woolpert that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay Woolpert all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. Woolpert acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to Woolpert of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by Woolpert prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to Woolpert, including all non-refundable amounts.

## 10 MISCELLANEOUS.

10.1 Except for Customer's obligation to pay Woolpert, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Woolpert,

and (ii) Woolpert may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 Woolpert and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the state of Customer's address as entered prior to the Recitals of this Agreement, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 This Agreement will be a public document and will be subject to disclosure under the Open Records Act. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties' respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by Woolpert. Woolpert may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of Woolpert and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Woolpert shall be sent to: Woolpert, Inc. 4454 Idea Center Blvd., Dayton, Ohio 45430; and, Data Cloud Solutions, a Woolpert Company, 1730 N. Limestone St., Springfield, OH 45503.

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.



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

(For BOC Use)
Item #
4d

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

Presenter at BOC: Sarah Baker
Department: Sheriff's Office
Short Title of Agenda Item: Text to 9-1-1 Program Implementation
(No acronyms please)

Date submitted to reviewers: 03/01/2022
Requested Agenda Date:

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: ComTech Telecommunications Corp.
Contractor/Entity Address: 2401 Elliott Ave, 2nd Floor, Seattle, WA 98121
Effective Dates - From: N/A Through: N/A
Total Contract Amount: \$10,000 Budget Line: N/A
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

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

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Morrow County Sheriff's Office Dispatch Center is in the process of implementing a Text to 9-1-1 program into their current 9-1-1 system. Oregon Emergency Management (OEM) will be paying the entire cost, including annual maintenance fees, for the program. There will be no reimbursement to the county, OEM will pay the vendor directly. ComTech Telecommunications Corp. is the vendor that is used for this program installation, as they have a contract with OEM.

## **2. FISCAL IMPACT:**

None

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

Signing of the Statement of Work and Master Sales Agreement by Sheriff Matlack.

Attach additional background documentation as needed.



## Master Sales Agreement

This Master Sales Agreement is entered into as of the date the last party hereto signs below (the "Effective Date") by and between TeleCommunication Systems, Inc., a Maryland corporation with offices at 2401 Elliott Avenue, Seattle, Washington 98121 ("Supplier"), and Morrow County Sheriff's Office, with offices at \_\_\_\_\_ ("Customer"). Supplier and Customer shall each also be known as a "Party" and collectively known as the "Parties".

The Parties agree as follows:

### 1. SCOPE OF AGREEMENT.

- 1.1 This Master Sales Agreement is a framework agreement. Supplier may sell, and Customer may purchase, certain Services, as specified in one or more Statements of Work signed by Supplier and the Customer and referencing this Master Sales Agreement. Each such Statement of Work, together with the Master Sales Agreement, shall constitute an agreement for a particular project between the Parties.
- 1.2 In the event of a conflict between the terms of the Master Sales Agreement and a Statement of Work, the terms of the Statement of Work shall take precedence.

### 2. DEFINITIONS. Capitalized terms used herein and not otherwise defined shall have the following meanings:

- 2.1 "Completion Criteria" shall be as specified in each Statement of Work as to the applicable Services.
- 2.2 "Service" means performance of a task or project, provision of advice, assistance, or use of a resource (such as access to an information database) that Supplier makes available. By way of example and not limitation, Services may include provision of a system that is to be hosted by Supplier or Supplier otherwise providing maintenance and support for hardware or software as specified in a particular Statement of Work.
- 2.3 "Specifications" mean the technical and operational specifications that describe the proper functioning or performance of any Service as expressly set forth in a Statement of Work.
- 2.4 "Statement of Work" means a document signed by both Customer and Supplier referencing this Master Sales Agreement and specifying the Services to be provided by Supplier, the respective responsibilities of Supplier and the Customer, the applicable schedule of delivery, the Completion Criteria, the applicable charges for the Services, and any other terms.

### 3. SERVICES PROVIDED.

- 3.1 Supplier shall provide the Services described in each Statement of Work, including attachments, for the prices and on the schedules specified therein and in accordance with any other exhibits referenced in the Statement of Work.
- 3.2 Supplier and Customer shall each perform their respective obligations and carry out their responsibilities as described and according to schedules specified in each Statement of Work. Supplier will not be responsible for implementation delays or service degradations that are not within its control including, without limitation, implementation delays or service degradations caused by Customer, third-party service providers or any interconnecting communications carrier. To the extent Supplier is delayed in performing any of its obligations due to Customer's failure to perform any of its responsibilities in accordance with the applicable terms and schedules, Supplier shall be permitted to delay the performance of its obligations and shall be entitled to compensation from Customer for any additional costs incurred as a result. In the event of delay by Customer, Supplier will prepare a change order of the costs associated with the delay. Supplier will not continue performance of its obligations until Customer has approved the change order and amended the applicable Statement of Work to include such costs.
- 3.3 Unless specifically stated otherwise in a Statement of Work, Customer shall purchase Services for Customer's own use and not for resale to third parties.

### 4. ACCEPTANCE.

- 4.1 Services shall be considered accepted upon their performance.
- 4.2 Acceptance of Services shall not negate Supplier's applicable warranties as provided herein.

### 5. INVOICES AND PAYMENT.

- 5.1 Customer shall pay the amounts indicated in the Statement of Work for the Services delivered by Supplier. Unless otherwise specified in the applicable Statement of Work, Supplier may invoice the Customer for the amounts specified in the Statement of Work for Services upon their acceptance. Customer shall pay Supplier the full amount of

such invoices in U.S. Dollars via Electronic Funds Transfer (EFT) within twenty (20) days of the date of the invoice ("**Due Date**"). Except for any amounts reasonably disputed by Customer in writing, Supplier may assess and Customer shall be liable to pay a late charge at a rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts from the Due Date until paid in full.

- 5.2 Failure to pay any fees or other charges or amounts (including taxes) due to Supplier on or before the Due Date shall be a breach of this Master Sales Agreement ("**Failure to Pay**"). Notwithstanding anything else contained in a Statement of Work, in the event of a Failure to Pay that is not cured within fifteen (15) days, Supplier may suspend delivery of Services to Customer and/or upon five (5) days written notice terminate this Master Sales Agreement or the applicable Statement of Work for default, unless said Failure to Pay is based on Customer's good faith dispute of the amounts invoiced as presented in writing to Supplier on or before the Due Date. Any suspension may be continued until the Failure to Pay has been cured. Supplier shall be entitled to recover reasonable costs incurred prior to termination and attorney's fees and costs in the event that any legal proceeding is brought by Supplier for collecting unpaid amounts hereunder.
- 5.3 If Customer disputes any part of an invoice, then Customer must notify Supplier in writing as to the specific amounts contested and the reasons for such dispute on or before the Due Date of the invoice. Customer agrees to pay in a timely fashion and in accordance with this Section 5 of the Master Sales Agreement any part of an invoice that is not disputed.
- 5.4 All prices and charges for Services provided hereunder are exclusive of any taxes applicable to the transaction, such as value added taxes, sales or use taxes, duties, or other taxes or levies imposed by any government, public authority, or government agency, all of which are the responsibility of Customer to pay, provided Customer shall not be responsible for payment of any taxes based on the income of Supplier. Customer will cooperate with Supplier to minimize any such tax liability and Customer will provide a Resale/Tax Exemption Certificate, if available. In the event that any taxing authority does not honor Customer's tax exempt status or reclassifies the tax treatment of the Services provided hereunder Customer shall pay any resultant taxes.
- 5.5 Supplier reserves the right to modify its price for any Services for any period subsequent to the period or periods specified in the Statement of Work.

## **6. TERM AND TERMINATION OF AGREEMENT.**

- 6.1 Unless otherwise terminated by a Party as provided herein, this Master Sales Agreement shall commence as of the Effective Date and shall expire one (1) year thereafter (the "**Initial Term**"); provided that upon expiration of the Initial Term, this Master Sales Agreement shall automatically renew for successive one (1) month periods (each, a "**Renewal Term**"), unless this Master Sales Agreement has otherwise been terminated by a Party as provided herein or unless one Party provides to the other Party a written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. The expiration of this Master Sales Agreement shall not terminate any Statement of Work referring to the terms of the Master Sales Agreement, and the terms of the Master Sales Agreement shall remain effective as to any such Statement of Work, until that Statement of Work has been completed or has terminated.
- 6.2 Either Party may terminate this Master Sales Agreement and any Statement of Work for cause in the event that the other Party fails to perform any of the material covenants, conditions or agreements contained in this Master Sales Agreement or such Statement of Work, unless such default is cured or a mutually agreed plan to cure is accepted within thirty (30) days of delivery of written notice of such default to the defaulting Party. If Customer is in material default of this Master Sales Agreement or any Statement of Work and such default continues for a period of thirty (30) days after Supplier's written notice to Customer, then Supplier shall also have an independent and alternative right to suspend delivery of Services in then effective Statements of Work. Each Party may also terminate this Master Sales Agreement and any Statement of Work if it ceases to do business in the particular space in which the services contained herein are contracted for, or by virtue of regulation, or other governing body rendered the continuance of such business impractical or financially unviable.
- 6.3 Unless specifically stated otherwise in a Statement of Work, if this Master Sales Agreement or an applicable Statement of Work expires or terminates, Customer's right to use the Services shall immediately terminate.
- 6.4 This Master Sales Agreement and any Statement of Work referencing this Master Sales Agreement may also be terminated by either Party if the other Party has become insolvent, has filed for bankruptcy, or has been declared insolvent or bankrupt.
- 6.5 In addition to any other provisions of this Master Sales Agreement or any applicable Statement of Work that expressly survive termination, the following terms of this Master Sales Agreement shall survive any expiration or termination of this Master Sales Agreement and applicable Statement of Work: Sections 5, 6, 8.3, 10, 11, 14, 16, and 17.

## 7. WARRANTY OF SERVICES.

- 7.1 Unless otherwise expressly identified as a substitute warranty in a Statement of Work, the following warranty details shall apply to Services provided by Supplier hereunder:
- 7.1.1 **Services Warranty.** Supplier warrants to Customer that the Services shall, at the time of acceptance and for a period of thirty (30) days thereafter, (a) be performed by Supplier in a manner consistent with generally accepted professional standards and (b) conform in all material respects to their applicable Specifications.
- 7.1.2 **Exclusions from Warranty.** The above warranties for Services shall be void to the extent that defects or failures of the Services to conform with applicable Specifications are caused by (a) the Customer's or any end user's negligence, misuse, or accident; (b) any alteration by the Customer or any end user not approved by Supplier; or (c) problems relating to or caused by software, materials or services (including, without limitation, any installation services) not provided or approved by Supplier. Furthermore, Supplier is not responsible for conditions outside its reasonable control. Additional fees (including, without limitation, applicable hourly professional or other fees at Supplier's then-applicable standard rates and any other out-of-pocket expenses) may be charged by Supplier for any repairs, revisions or replacements to Services made by Supplier resulting from defects or failures not covered by the above warranties.
- 7.1.3 **Remedy for Breach of Warranty.** If any Services fail to conform to their applicable warranty set forth above, and Customer notifies Supplier of such nonconformance in writing within the applicable warranty period, the Customer's exclusive remedy and Supplier's entire liability shall be for Supplier, at its option, (a) to the extent reasonably possible, repair, revise, re-perform or replace the defective or non-conforming Services to bring the same into compliance with their applicable warranty above; or (ii) in the event the remedy specified in (i) is not accomplished in a reasonable period of time or is not reasonably possible, refund to the Customer the pro-rated amount actually paid by the Customer to Supplier for the relevant defective or non-conforming Services. Any replacement or re-performed Services provided will be warranted from the date of replacement or re-performance for thirty (30) days in accordance with the terms of this Section 7.
- 7.1.4 **Disclaimers.** Customer accepts and acknowledges that location determination is subject to a number of environmental factors and variables that are unique to the time, place, setting and area for each specific user and, further, THAT USE OF THE SERVICES TO DETERMINE LOCATION OR OTHERWISE ARE AT CUSTOMER'S SOLE RISK AND THAT SUPPLIER ACCEPTS NO RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT. Except as provided in Sections 7.1.1 above, Supplier does not warrant that (i) the Services will meet the Customer's requirements, (ii) the Services will operate in combination with other hardware, software, systems or data not provided or validated by Supplier that the Customer or any end user may select for use, or (iii) the operation of Services will be uninterrupted or error-free. Without limiting any of the foregoing, Supplier shall not be responsible for the quality or accuracy of any data not originally developed by it, nor shall Supplier be responsible for any errors or other issues in the operation or delivery of Services resulting from, in whole or in part, any data not originally developed by it or any other matter outside of its reasonable control.
- 7.2 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, INFORMATION AND EQUIPMENT INCLUDED OR PROVIDED BY SUPPLIER OR ANY OTHER THIRD PARTY IN CONNECTION THEREWITH) ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES IMPLIED OR REQUIRED BY LAW THAT CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO A WARRANTY PERIOD OF THIRTY (30) DAYS FROM ORIGINAL ACCEPTANCE OF THE COVERED SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SUPPLIER DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY MISUSE OR UNAUTHORIZED DISCLOSURE OF DATA FROM THE SERVICES BY THE CUSTOMER, ANY END USERS OR ANY OTHER THIRD PARTY.

## 8. DOCUMENTATION AND CERTAIN OTHER DETAILS.

- 8.1 **Documentation.** To the extent that Supplier guides, manuals and other written, viewable and/or printable materials are provided to the Customer or otherwise generally made available by Supplier to the Customer for use of the Services from time to time (the "Documentation"), and except as may be expressly stated otherwise in the relevant Statement of Work, Customer may use copies of the Documentation in support of Customer's authorized use of the Services, and may reproduce the Documentation, at no additional charge to Customer for such authorized use; provided, that all titles, trademarks and copyright and restricted notices shall be reproduced in all such copies.
- 8.2 **No Reverse Engineering.** Customer shall not modify, enhance, translate, reverse engineer, disassemble or decompile the Services (or any component or part thereof), nor cause, permit, or attempt any of the foregoing. Customer shall not create derivative works based upon the Services.

8.3 **Ownership.** No ownership interest in any Services or materials developed by Supplier shall pass to Customer under this Master Sales Agreement unless otherwise expressly stated in a Statement of Work. For greater certainty and without limiting the foregoing:

8.3.1 Title to any communications equipment and other hardware installed by Supplier in connection with the performance of any Services will at all times remain with Supplier;

8.3.2 Title to all software and data provided by Supplier and used by Customer or Supplier hereunder will remain at all times with Supplier and its licensors; and

8.3.3 Customer acknowledges that all intellectual property rights in and to any software and data provided by Supplier and used by Customer or Supplier hereunder are and will remain the property of Supplier and its licensors.

9. **GOVERNMENT RIGHTS.** To the extent Customer is any unit or agency of the United States Government (the "**Federal Government**"), or if Customer is using funds provided by the Federal Government, the following applies:

It is understood and acknowledged that the Services (and any components or parts thereof) are classified, as applicable, as "Commercial Computer Software" and/or "Software Documentation" and/or "Technical Data" related to "Commercial Items", as such terms or their equivalents are defined in the applicable provisions of the Federal Acquisition Regulations ("**FARS**") and supplements thereto, including the Department of Defense FAR Supplement ("**DFARS**"), and are provided with RESTRICTED RIGHTS. For greater certainty, it is understood and acknowledged that all such Services (and any components or parts thereof) were developed entirely at private expense and no part of such Services (and any components or parts thereof) were first produced in the performance of a Federal Government contract. As such, to the extent applicable, consistent with FAR 12.211 and 12.212 (and any other applicable equivalent FAR or DFARS provision) any such Services (and any components or parts thereof) provided to or used by or for the Federal Government may be done so only under and subject to the commercial license terms or other rights included in this Master Sales Agreement and the Federal Government's rights therein are to be RESTRICTED and/or LIMITED pursuant to such terms.

10. **INDEMNIFICATION.**

10.1 **Acknowledgement.** Customer and Supplier acknowledge their intent that Supplier, in its providing any Services hereunder, enjoy the same immunity from or limitation of liability and or indemnity from state or federal government entities as is available to Customer, its agents or subcontractors in providing 911 services, under applicable law. Customer will reasonably assist Supplier, at Supplier's expense, in obtaining the benefit of such immunity, or limitation, or indemnity, if necessary and available. To the fullest extent permitted by applicable law, the foregoing immunity, limitation of liability, and/or indemnity will apply regardless of any fault, negligence, strict liability or product liability of Supplier in connection with the provision and performance of any Services hereunder.

10.2 **Indemnity by Customer.** Customer will defend, indemnify and hold harmless Supplier (and its directors, officers, employees, affiliates, representatives, agents and third party suppliers) from and against any and all claims, losses, harm, costs, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) to the extent arising out of or in connection with (a) any breach by Customer of this Master Sales Agreement; (b) Customer's use of the Services; or (c) any content transmitted to third parties using the Services. Upon Customer's written request, Supplier will provide reasonable assistance in the defense of such claims.

10.3 **Indemnity Procedure.** The indemnified Party shall provide the indemnifying Party with (i) written notice within thirty (30) days of it first becoming aware of any claim under Section 10 for which it may seek indemnification hereunder; (ii) full information and assistance in settling and/or defending the claim; and (iii) full authority and control of the defense and/or settlement of any such claim.

11. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER (OR ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, CUSTOMERS OR ANY OTHER THIRD PARTY) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PRODUCTS OR SERVICES OR SUCH PARTY'S PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS MASTER SALES AGREEMENT OR ANY STATEMENT OF WORK OR FOR THE CLAIMS OF THIRD PARTIES FOR LOSSES OR DAMAGES (EXCEPT FOR INDEMNIFICATION OBLIGATIONS AS PROVIDED IN SECTION 10). EXCEPT FOR AMOUNTS PAYABLE BY CUSTOMER TO SUPPLIER UNDER SECTION 5, THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 AND THE CONFIDENTIALITY OBLIGATIONS IN SECTION 14, EACH PARTY'S LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OF SUCH PARTY) UNDER THIS MASTER SALES AGREEMENT OR WITH REGARD TO THE PRODUCTS, SERVICES OR OTHER ITEMS FURNISHED UNDER THIS MASTER SALES AGREEMENT WILL NOT EXCEED THE TOTAL COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER SECTION 5 WITH RESPECT TO THE STATEMENT OF WORK TO WHICH THE CLAIM RELATES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT OR SERIES OF EVENTS GIVING RISE TO LIABILITY (THE "**CAP**"). FOR CLARITY, AS TO EACH PARTY, THE CAP APPLIES TO ALL LIABILITIES IN THE AGGREGATE UNDER EACH STATEMENT OF WORK AND ANY AMOUNTS A PARTY PAYS TO OR FOR THE OTHER

PARTY AS A RESULT OF ANY LIABILITY IN RELATION TO A STATEMENT OF WORK SHALL REDUCE THE REMAINING BALANCE AVAILABLE UNDER THE CAP WITH RESPECT TO SUCH STATEMENT OF WORK FOR THE PARTY HAVING PAID SUCH AMOUNTS.

12. **ASSIGNMENT.** Neither this Master Sales Agreement nor any Statement of Work may be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, except that (1) Supplier may assign this Master Sales Agreement or any Statement of Work without consent to any affiliate, (2) Supplier may assign its rights to payments under this Master Sales Agreement and each Statement of Work to a financial institution, and (3) Supplier may assign this Master Sales Agreement or any Statement of Work without consent to a successor in interest in conjunction with a change of ownership, merger, acquisition, sale or transfer of all or substantially all of its business or assets.
13. **FORCE MAJEURE.** Neither Party shall be liable under this Master Sales Agreement or any Statement of Work for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or software, or any consequence thereof, caused by fire, earthquake, flood, water, the elements, unavailability of transportation, acts of terrorism or acts or omissions of third parties other than subcontractors of a Party, or any other cause beyond the reasonable control of a Party and not caused by its negligence ("**Force Majeure**"). The Party whose performance is affected by such Force Majeure shall notify the other Party of the existence of such Force Majeure and shall use commercially reasonable efforts to resume performance as soon as practicable.
14. **PUBLICITY AND CONFIDENTIALITY.**
- 14.1 **Publicity.** No press releases or other public disclosures of or relating to this Master Sales Agreement shall be made by either Party without the prior mutual written consent of the Parties unless required by law or regulatory authority. Customer consents to the use of Customer's commercial name in Supplier's customer and/or partner lists. Supplier may disclose the existence of this Master Sales Agreement and any Statement of Work to its service providers for forecast purposes.
- 14.2 **Confidential Information.** As used in this Agreement, "**Confidential Information**" means any information of either Supplier or Customer that is not generally known to the public, whether of a technical, business or other nature including, but not limited to, trade secrets, know-how and information relating to the Services, business plans, promotional and marketing activities, finances and other business affairs. In order for information disclosed orally to be considered Confidential Information, it must be identified as confidential at the time of disclosure and shall be confirmed in writing by the Disclosing Party within ten (10) days of such disclosure.
- 14.3 **Use and Disclosure.** In the performance of or otherwise in connection with this Agreement, either Party (the "**Receiving Party**") may receive certain Confidential Information of the other Party (the "**Disclosing Party**"). The Receiving Party, except as expressly provided in this Agreement or as necessary to perform its obligations under this Agreement, will not disclose such Confidential Information to any third party or use, or permit others to use, such Confidential Information for any purpose other than the purpose for which it was disclosed without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will not use such Confidential Information for any competitive or commercial purpose other than for the purposes contemplated by this Agreement. The Receiving Party will take reasonable measures to avoid disclosure, dissemination or unauthorized use of such Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Customer shall not disclose the results or other details of any performance tests or other evaluations of any Services to any third party without Supplier's prior written approval.
- 14.4 **Exceptions.** The provisions of Section 14.3 will not apply to any information that (a) is or becomes publicly available without breach of this Agreement, (b) was known to the Receiving Party at the time of its receipt from the Disclosing Party, (c) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act, (d) is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party, (e) is required to be disclosed by law or valid order of a court or other governmental or regulatory authority, or (f) is used or disclosed with the prior written consent of the Disclosing Party. If the Receiving Party is required to disclose any of the Disclosing Party's Confidential Information due by law or valid order of a court or other governmental or regulatory authority, the Receiving Party will provide written notice thereof to the Disclosing Party prior to making such disclosure and such information so disclosed furthermore shall continue to be deemed Confidential Information for all other purposes.
- 14.5 **Injunctive Relief.** The Parties acknowledge that a breach of any of the promises or covenants contained in this Section 14 may result in irreparable damage to the non-breaching Party, for which there may be no adequate remedy at law. The non-breaching Party shall be entitled to seek injunctive relief and/or a decree for specific performance and such other relief as may be proper (including monetary damages if appropriate).
15. **NOTICES.** All notices concerning this Master Sales Agreement and any Statement of Work shall be in writing and shall be deemed given upon receipt. All notices shall be sent by registered or certified mail, overnight courier service, facsimile transmission with electronic confirmation of delivery, electronic mail or by other means agreed upon by both parties. Either Party may change the names or address to which notices must be sent by sending a written notice to the other Party.

Notices to Supplier should be sent to:

TeleCommunication Systems, Inc.  
2401 Elliott Avenue  
Seattle, Washington 98121  
Attention: SST Contracts  
Tel: (206) 792-2000  
Email: [SST-Contracts@comtechtel.com](mailto:SST-Contracts@comtechtel.com)

Notices to Customer should be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

16. **DISPUTES.** The Parties shall attempt to resolve any dispute arising out of or relating to this Master Sales Agreement and any Statement of Work through good faith dispute resolution and mediation ("**Dispute Resolution**") between senior executives of the Parties, who have authority to settle the same. If the matter is not resolved by Dispute Resolution within thirty (30) days of receipt of a written 'invitation to negotiate', which Dispute Resolution process may include a mutual agreement to extend said Dispute Resolution, either Party has the right to file claim with a court of competent jurisdiction.

17. **MISCELLANEOUS.**

17.1 Neither Party shall use the Services in any manner nor for any purpose which violates the laws or regulations of the jurisdiction in which the Services are being provided. Without limiting the foregoing:

17.1.1 The Services that Customer obtains from Supplier are subject to the jurisdiction of U.S. export control laws and regulations, which include the EAR, ITAR and OFAC. The re-export or re-transfer of any Supplier-provided products or Services to other countries or parties may require a U.S. export license or other approval. Customer will not transfer the products or Services in violation of any U.S. export control law, including by making any exports or re-exports of Supplier-provided products or Services to the U.S. embargoed countries of North Korea, Iran, Cuba, Sudan, and Syria or to other restricted destinations or parties that may be added to the restricted export list by the U.S. Government. Export compliance guidelines and classification information for Supplier-provided products or Services is available at [www.comtech911.com](http://www.comtech911.com). Customer acknowledges that the Supplier-provided products or Services will not be used in, or for any nuclear, chemical, biological weapons or applications. In the event of an alleged breach of export controls, the Customer shall furnish to Supplier all information requested to establish compliance with U.S. export regulations.

17.1.2 The U.S. Foreign Corrupt Practices Act and similar anti-corruption and anti-bribery laws in other countries generally prohibit making, promising, or offering payments or gifts to government officials to obtain or retain business or to secure any improper business advantage. Customer will not offer or make any payments or provide anything of value to a government official to influence an official action that awards business, retains business or secures an improper business advantage in connection with any products or services. In the event of an alleged breach of the anti-corruption obligations, the Customer shall cooperate in good faith with Supplier to determine whether an alleged breach occurred. In such case, the Customer shall furnish to Supplier all information requested to establish compliance with Supplier's anti-corruption obligations.

17.2 Customer shall not perform any service bureau work, grant multiple-user licenses, or enter into any time-sharing arrangements using the Services (or any component or part thereof) under this Master Sales Agreement, except as expressly authorized in writing by Supplier.

17.3 Any provision or provisions of this Master Sales Agreement or any Statement of Work that in any way contravenes the law of any jurisdiction in which this Master Sales Agreement or such Statement of Work is effective shall, in such jurisdiction, to the extent of such contravention of law, be deemed severable and ineffective. Such severance shall not affect any other provision hereof or the validity of this Master Sales Agreement or any Statement of Work, unless one or more essential purposes of the Master Sales Agreement or such Statement of Work is rendered ineffective, in which case either Party may terminate the Master Sales Agreement or applicable Statement of Work without cause in that jurisdiction by notice to the other Party within a reasonable period.

17.4 If any legislation, regulatory, judicial or other governmental decision, order, determination or action materially affects any material provision of this Master Sales Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Master Sales Agreement, the Parties shall promptly renegotiate in good faith to amend in writing this Master Sales Agreement in order to make such mutually acceptable revisions to this Master Sales Agreement as may be required in order to conform the Master Sales Agreement thereto. If, within thirty (30) days of the effective date of such decision, determination, action or change (or such longer period of time as the Parties mutually may agree in writing), the Parties are unable to agree in writing upon mutually acceptable revisions to this Master Sales Agreement, either Party may pursue any remedies available to it under this Master

Sales Agreement, at law, in equity, or otherwise, including but not limited to, if applicable, instituting an appropriate proceeding before the applicable state public service commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 16 of this Master Sales Agreement.

- 17.5 No waiver by either Party to any provisions of this Master Sales Agreement or any Statement of Work shall be binding unless made expressly and confirmed in writing. Any such waiver shall relate only to such matter, non-compliance or breach as it relates to and shall not apply to any subsequent or other matter, non-compliance or breach.
- 17.6 The relationship between and among the Parties hereto shall not be that of partners. Nothing herein contained shall be deemed to constitute a partnership between and amongst them, merge their assets, or their fiscal or other liabilities or undertakings. The common enterprise between and among the Parties shall be limited to the express provisions of this Master Sales Agreement. Nothing herein contained shall allow a Party to act as an agent of any other Party, except that Supplier may be considered a limited agent of Customer when Supplier is acting on the behalf of and at the direction of the Customer for the limited purpose of transmitting E9-1-1 data to Public Safety Answering Points (PSAPs).
- 17.7 This Master Sales Agreement and any Statements of Work sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges, supersedes, terminates and otherwise renders null and void any and all prior discussions, negotiations and other agreements between them with respect to the subject matter hereof. Neither of the Parties shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Master Sales Agreement and any Statements of Work other than as expressly provided herein. For greater certainty, any Customer-issued purchase order or other acknowledgment, acceptance, counteroffer or confirmation used by the Customer in regard to this Master Sales Agreement or any Statement of Work may not contain any additional, different or inconsistent terms or conditions from those provided herein and, in the event of any such additional, different or inconsistent terms or conditions, such additional, different or inconsistent terms or conditions provided by the Customer shall be of no force or effect, and shall not be binding on Supplier. Failure by Supplier to specifically object to any provisions contained in any Customer-issued purchase order or any other acknowledgment, acceptance, counteroffer or confirmation used by the Customer shall not in any way be deemed an alteration to or waiver of the terms and conditions stated above.
- 17.8 This Master Sales Agreement and each Statement of Work, and all the rights and duties of the Parties arising from or relating in any way to the subject matter hereof or the transaction(s) contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of New York (excluding any conflict of laws provisions of the State of New York that would refer to and apply the substantive laws of another jurisdiction).
- 17.9 During the term of this Master Sales Agreement and for a period of one year following the termination of this Master Sales Agreement, Customer and Supplier each agree not to solicit the employment of or hire any employee or consultant of the other Party who has been directly involved in the performance of services under this Master Sales Agreement; provided, however, that the foregoing shall not prevent either Party from (i) hiring any employee or consultant who initiates contact with such Party prior to solicitation by the Party or (ii) soliciting or employing any such employee or consultant as a result of advertisements in trade journals, newspapers or similar publications of general circulation placed by the Party.
- 17.10 Article, section and/or paragraph headings contained in this Master Sales Agreement are for reference purposes only and are not to affect the meaning or interpretation of this Master Sales Agreement. The word "include" in every form means to include without limitation by virtue of enumeration. Whenever this Master Sales Agreement refers to a consent or approval to be given by either Party, such consent or approval is effective only if given in writing and signed by the Party giving consent or approval.
- 17.11 This Master Sales Agreement, and each Statement of Work, may be executed simultaneously in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Master Sales Agreement or Statement of Work (in counterparts or otherwise) by facsimile shall be sufficient to bind the parties to the terms and conditions of this Master Sales Agreement or Statement of Work (as applicable).

[Signature page follows.]

By its signature below, each Party signifies its agreement to the foregoing.

**AGREED:**

**TeleCommunication Systems, Inc.**

\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**TeleCommunication Systems, Inc.**  
2401 Elliott Avenue, Second Floor  
Seattle, WA 98121  
Phone 1.206.792.2000  
Fax 1.206.792.2001  
[www.comtech.com](http://www.comtech.com)

## **EMedia<sup>®</sup> Text to 9-1-1 Service**

### **Statement of Work for Morrow County Sheriff's Office (OR)**



## TeleCommunication Systems, Inc. Proprietary Level 2 Guidelines

TeleCommunication Systems, Inc. Proprietary Level 2 is applied to information assets that are classified as Supplier Confidential or Sensitive to the Business Unit Owner. Below is a summary of the instructions for handling.

- **Accessibility:** Media must be kept from view of unauthorized individuals. Documents or other media should not be left in view on computer screens, desks, or tabletops. When not in use, they should be stored out of plain sight. When removable media (e.g., thumb drives or CDs) or email is used to store or transmit this level of information, encryption is recommended. Care should be taken that distribution is only to the intended recipients.
- **External Distribution:** Media containing proprietary information of this level should be delivered directly and may require signature of receipt using approved carriers.
- **Electronic Distribution:** Media containing proprietary information of this level should be encrypted; however, it is not required.
- **Disposal:** When electronic media or printed media containing TeleCommunication Systems, Inc. and/or Supplier proprietary information are no longer needed and any applicable retention period has lapsed, the data should be electronically deleted or physically destroyed. All Proprietary Level 2 printed media must be shredded or securely disposed of.

The information in this SOW is TeleCommunication Systems, Inc. confidential and proprietary and may be protected under one or more United States and foreign patent(s) and/or patent applications.

## Notices

COMTECH INSIGHTS®, EMedia®, GEM9-1-1®, LivewirE9-1-1®, RAVE9-1-1®, SPATIAL MSAG®, and VoLTE9-1-1® are registered trademarks, and COMTECH INSIGHTS™ and LocatE9-1-1™ are trademarks of TeleCommunication Systems, Inc. in the U.S. and certain other countries.

All other brand names and product names used in this document are trademarks, registered trademarks, or service marks of their respective holders.



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## 1. Introduction

This Statement of Work (“SOW”) is made by and between Morrow County Sheriff’s Office located in Oregon (“Customer”) and TeleCommunication Systems, Inc. (“Supplier”), a wholly owned subsidiary of Comtech Telecommunications Corporation, and is governed by and will be performed under the terms and conditions of the Master Sales Agreement between Customer and Supplier being executed concurrently (the “Agreement”) to which this SOW is hereby made a part. It describes Supplier’s EMedia service for public safety authorities (the “EMedia Service” or “Service”), to be provided by Supplier to Customer under the Agreement and explains how the Service will work from a technical, deployment, and operational perspective. This document also sets forth the parties’ respective roles and responsibilities with regard thereto. Certain acronyms and abbreviations used herein are set forth in Appendix A (Acronyms and Abbreviations) attached hereto.

## 2. Term

This SOW shall be deemed effective on the date the last party hereto signs below (the “Effective Date”) and shall continue for a period of one (1) year following the date the EMedia Service is made available to the first PSAP hereunder (“SOW Initial Term”), provided that upon expiration of the SOW Initial Term, this SOW shall automatically renew for successive one (1) month terms (each, a “SOW Renewal Term”) unless this SOW has otherwise been terminated by a party as provided herein or unless either party provides written notice to the other party of its intention not to renew the SOW at least thirty (30) days prior to the end of the then-current Term. The SOW Initial Term and any and all SOW Renewal Terms shall collectively be referred to as the “Term”.

## 3. EMedia Service for 9-1-1 Authorities and PSAPs

The EMedia Service provides feature-rich capabilities for 9-1-1 authorities and Public Safety Answering Points (PSAPs) via an intuitive web browser-based interface. Capabilities include:

- a) Secure Admin Portal where administrators can configure EMedia to meet the specific needs of the PSAP.
  - i. Quick Messages (pre-set text messages easily accessible by EMedia Operators via a drop-down menu in the Operator Portal)
  - ii. Time of Day Rules (days and times that the PSAP is unavailable to accept Text to 9-1-1 sessions)
  - iii. Transfer PSAPs (list of PSAPs EMedia Operators can choose from in the At-Will Transfer drop-down menu in the Operator Portal)
  - iv. Alternate PSAPs (list of PSAPs to which the Service will automatically attempt to re-route a Text to 9-1-1 session during times Customer is not available to receive texts sent to 9-1-1)
  - v. Deny List (list of phone numbers blocked from sending text messages to the PSAP)
  - vi. Audio alerts customizable by event
- b) Secure Operator Portal, accessible from PSAP Customer Premise Equipment (CPE) or computer capable of launching a supported web browser
  - i. Aggregation of text traffic from multiple wireless carriers and Text Control Center (TCC) vendors
  - ii. Centralized text session management



- iii. Automatic delivery of text caller location information as sent by the carrier serving the text caller, displayed on the EMedia web Graphical User Interface (GUI)
- iv. Handoff of text sessions to other operators within the same PSAP
- v. Location-based Transfers to Supplier GEM9-1-1<sup>®</sup>-enabled, Supplier EMedia<sup>®</sup>-enabled, TTY-enabled and integrated PSAPs using Session Initiation Protocol (SIP) Message Session Relay Protocol (MSRP)
- vi. At-Will Transfers to Supplier GEM9-1-1-enabled, Supplier EMedia-enabled, TTY-enabled and integrated PSAPs using SIP MSRP
- vii. Ability to monitor an active Text to 9-1-1 session between a text caller and the PSAP to which a session was transferred
- viii. Ability for Operators to view text session transcripts for the last ten sessions terminated or transferred within the last 24 hours

The EMedia Service is a web-based application. Conversion from the EMedia Service to a National Emergency Number Association (NENA) i3/MSRP interface is outside of the scope of this SOW. Customer is responsible for and will incur additional charges for any such efforts that are requested to make such a conversion.

### **3.1. Connectivity between PSAP and EMedia Service**

The solution for the EMedia Service is hosted in geographically diverse Supplier data centers located in the United States. Customer shall provide connectivity to the solution for the EMedia Service via the public internet.

If Customer requires dedicated connectivity or higher bandwidth, Supplier offers connectivity using circuits to Customer's location(s) for high availability and reliability. If Customer is interested in using circuits as the transport for EMedia, Supplier will provide a separate quote for such additional costs upon request.

### **3.2. Secure Portals for PSAP Operators and Administrators**

The EMedia Service provides PSAPs with two separate web-based portals. One for telecommunicators responding to text messages sent to 9-1-1 (the Operator Portal), and one for the PSAP's EMedia administrator(s) to configure the service (the Admin Portal).

The EMedia Service in production as of November 2021 has been certified to be compatible with Internet Explorer (IE) version 11 and Google Chrome version 87.0.4280.88 running on a Windows 7 Enterprise Operating System (OS). Other browser versions may work with varying degrees of success.

Hypertext Transfer Protocol Secure (HTTPS) is the protocol used for web delivery.

#### **Operator Portal**

From the Operator Portal, telecommunicators can receive and reply to text messages sent to 9-1-1, view text caller location on a map, hand off a session to a different operator within their PSAP, transfer sessions to alternate PSAPs configured by the PSAP's EMedia administrator(s), reset their password and access the Operator User Guide.

If an Operator closes their browser before deliberately signing out of the application, the application will automatically sign them out to prevent texts from getting through to the PSAP when there is nobody available to respond.

**Exhibit 1 (EMedia Operator Portal)** illustrates the EMedia web browser interface used by EMedia Operators. Supplier reserves the right to modify the user interface.



**Exhibit 1. EMedia Operator Portal**

### Admin Portal

The Admin Portal allows a PSAP's EMedia administrator to configure the Service to meet the specific needs of that PSAP, and perform the following functions:

- Add, modify and delete user accounts and reset passwords
- Add, modify and delete PSAPs eligible for at-will session transfers
- Add and delete phone numbers on the Deny List
- Add, modify and delete Quick Messages
- Add, modify and delete Time of Day Rules
- View Text to 9-1-1 session history (via the web GUI)
- Download Text to 9-1-1 session history (in .csv format)
- Establish and prioritize failover routing to Alternate PSAPs
- Set audio alerts for specified events

There are two different EMedia administrator User roles:

- Primary Admin (only one per PSAP)
- Delegated Admin (unlimited number per PSAP). The Delegated Admin can do everything the Primary Admin can do except create, modify or delete Delegated Admin accounts.

### **3.3. Supported Use Cases**

This section describes use cases supported by the EMedia Service as of the Effective Date of this SOW. Because EMedia is a hosted service, any changes made by Supplier to the Service generally will apply to all customers subscribing to the Service. Accordingly, notwithstanding anything to the contrary in this SOW, Supplier reserves the right to change (in its sole discretion) the specific manner in which supported use cases may be accomplished through the Service, and Supplier also reserves the right to add or remove features and/or functionality from the Service in order to keep the Service generally aligned and current with applicable industry standards and practices.



### 3.3.1. Text from an Interconnected Text Application or SMS

The Service shall support this use case and shall function as follows:

- A person with a wireless device using SMS or an interconnected text application, and located within the jurisdictional boundaries of Customer, without speaking to the PSAP, enters the digits '9-1-1' as the destination phone number and texts a request for emergency assistance. The Service shall complete:
  - The text from the person holding the wireless device to the EMedia web GUI accessible by a 9-1-1 call taker
  - Location information retrieval in the form of latitude/longitude that is provided by the wireless carrier serving the text caller (either coarse or precise). For the avoidance of doubt, Supplier does not have control over the location information provided by the carrier (including, but not limited to, the accuracy of such information).
  - The display of information about the text caller, including:
    - Callback phone number (CBN)
    - Coarse location (coordinates of cell-sector centroid) as received from the carrier
    - Carrier network delivering text message (when known)
    - Horizontal uncertainty information as a range in meters of where the text caller is located
    - Street map with location of the text caller, indicated by a pinpoint marker

### 3.3.2. Text from an Over-the-Top (Non-interconnected) Texting App

The Service shall function as follows:

- A person with a wireless device using SMS or an over-the-top (non-interconnected) text application, and located within the jurisdictional boundaries of Customer, without speaking to the PSAP, enters the digits '9-1-1' as the destination phone number and texts a request for emergency assistance. The Service shall complete:
  - The text from the person holding the wireless device to the EMedia web GUI accessible by a 9-1-1 call taker
  - Location information retrieval in the form of lat/lon that is provided by the carrier serving the text caller (either coarse or precise). For the avoidance of doubt, Supplier does not have control over the location information provided by the carrier (including, but not limited to, the accuracy of such information).
  - The display of information about the text caller, including:
    - Callback phone number (CBN)
    - Coarse location (coordinates of cell-sector centroid) as sent by the originator
    - Horizontal uncertainty information as a range in meters of where the text caller is located
    - Street map with the location of the text caller, indicated by a pinpoint marker

### 3.3.3. Unresponsive Text Caller

The Service shall support this use case and function as follows:

- A person with a wireless device using SMS or an interconnected text application, located within the jurisdictional boundaries of Customer, without speaking to the PSAP, enters the digits '9-1-1' as the destination phone number and texts a request for emergency assistance, then subsequently does not provide any other response to the 9-1-1 call taker. The Service shall complete:





- o The text from the person holding the wireless device to the EMedia GUI accessible by a 9-1-1 call taker
- o Location information retrieval in the form of lat/lon that is provided by the carrier serving the text caller (either coarse or precise). For the avoidance of doubt, Supplier does not have control over the location information provided by the carrier (including, but not limited to, the accuracy of such information).
- o The display of information about the text caller, including:
  - Callback phone number (CBN)
  - Coarse location (coordinates of cell-sector centroid) as received from the carrier
  - Carrier network delivering the text message (when available)
  - Horizontal uncertainty information as a range in meters of where the text caller is located
  - Street map with the location of the text caller, indicated by a pinpoint marker

#### **3.3.4. Turn off Text Message Receipt at PSAP**

The Service shall support this use case and function as follows:

- The EMedia Service shall send a bounce-back message to the text caller if no Operators are signed into the application at the time the text to 9-1-1 is sent, or the PSAP's EMedia administrator has set the maximum number of EMedia sessions to zero.
- The EMedia Service shall display a warning message when the last Operator user attempts to sign out.

#### **3.3.5. Call Taker Shift Change Within Same PSAP**

The Service shall support this use case and function as follows:

- At shift change, the EMedia web GUI shall permit the outgoing Operator user to sign out of the EMedia Service. The EMedia web GUI shall allow the incoming Operator to sign in to the EMedia Service and gain immediate access to the "Unassigned and Other" session queues. In handing over control of the Text to 9-1-1 session from one Operator to another Operator, the EMedia web GUI shall permit the new operator to select and continue an existing session with a text caller.

#### **3.3.6. Transfer Session between Text-Enabled PSAPs that use EMedia**

The Service shall support this use case and function as follows:

- A person with a wireless device, located on the border of the jurisdictional boundary of Customer, without speaking to the PSAP, enters the digits '9-1-1' as the destination phone number and texts a request for emergency assistance. The Service shall complete:
  - o The text from the person holding the wireless device to the EMedia GUI accessible by a 9-1-1 call taker.
  - o Location information retrieval in the form of lat/lon instance that is provided by the carrier, either coarse or precise. For the avoidance of doubt, Supplier does not have control over the location information provided by the carrier (including, but not limited to, the accuracy of such information).
  - o The transfer of a session to a neighboring EMedia Service-enabled PSAP, with complete history of the initial Text to 9-1-1 session passed to the 'transferred to' PSAP.
  - o The transfer of the text session from the initial PSAP to the 'transferred to' PSAP without need for any voice communications between PSAPs. The act of transferring a Text to 9-

1-1 call to another PSAP shall occur via a drop-down menu that the 9-1-1 call taker will use to select a destination PSAP from an EMedia Admin-controlled list of PSAPs to which the text session can be transferred.

- o The EMedia Service shall indicate that a text session has been transferred from a different PSAP by displaying a notification message stating something similar to 'Customer transferring a session to PSAP \_\_\_\_\_' (where the blank line would auto-populate with the 'transferred to' PSAP name).
- o The EMedia Service shall provide a positive confirmation (not via a voice phone call) to the transferring PSAP that the transfer was successfully sent to the 'transferred to' PSAP. This confirmation shall indicate that the session was officially transferred, along with a time stamp for when the transfer was completed.
- o The EMedia Service shall allow the 'transferred to' PSAPs to take control of text sessions and release control from the original PSAP. The control shall be within a PSAP across multiple workstations, and shall include the ability to anchor transferred texts, manage the text sessions, request location updates, and monitor text sessions.
- o The EMedia Service shall display a notification to the 'transferring' PSAP in the event that the 'transferred to' PSAP is unavailable.
- o The EMedia Service shall establish a single unique session ID for each Text to 9-1-1 session.

#### **3.3.7. Transfer Session between EMedia-Enabled PSAPs**

The EMedia Service shall allow Text to 9-1-1 sessions to be transferred between adjoining PSAPs (primary and secondary) that use the EMedia web GUI.

#### **3.3.8. Transfer Session from EMedia to GEM, TTY and Integrated PSAPs**

The EMedia Service shall allow Text to 9-1-1 sessions to be transferred from the EMedia web portal to PSAPs using Supplier's GEM9-1-1 application, TTY-enabled PSAPs, and integrated PSAPs (using SIP MSRP) that have a direct connection to Supplier.

#### **3.3.9. Recent Sessions**

The EMedia Service shall allow operators to view the session transcript for the last ten terminated or transferred sessions.

#### **3.3.10. Partially Attended Transfer**

The EMedia Service shall allow operators to continue monitoring (read only) an active session between a text caller and another operator at a PSAP to which the operator had transferred a session. This capability gives operators the ability to confirm that an operator at the "transferred to" PSAP is communicating with the text caller.

### **4. Services Scope**

The specific services provided in this SOW include project and program management related to EMedia Service implementation, deployment, training, maintenance, and operational support in accordance with the following details:

- a) Supplier shall execute the standard test plan for the agreed upon First Field Application (FFA) PSAP(s).
- b) Supplier shall launch the hosted EMedia Service for Customer.



- c) Supplier shall monitor and support the EMedia Service after deployment in production.

**4.1. Testing**

Supplier shall perform standard testing for up to thirty (30) days (the “Test Period”) to determine if the Service provided meets the use cases defined in this SOW. Supplier shall provide remote technical support during the Test Period.

In the event Customer does not participate in testing, or delays the testing, and such delay is not due to errors or defects discovered in the EMedia Service, Supplier may submit, and Customer shall pay, applicable invoices for payment.

**4.2. Network Integration**

The project plan provided by Supplier will document the approximate time and resources required during the integration of the EMedia Service with Customer’s network. The Supplier will do the following as part of integration and deployment:

- a) **Connectivity:** Supplier will work with Customer to establish connectivity and work toward resolution of any network connectivity issues.
- b) **Configuration:** Supplier will work with Customer to ensure accurate and complete provisioning of the EMedia Service.
- c) **Messaging:** Supplier will work with Customer to ensure that valid messaging format and transport protocols are employed for a successful EMedia Service interface integration.

The demarcation is Supplier’s connections to the Internet for all HTTPs traffic.

**5. Project Schedule and Milestones**

**5.1. Sample Project Plan**

The project schedule and milestones shall generally be organized as described in **Exhibit 2 (Sample Project Schedule and Milestones for One (1) PSAP Site)** below for a single county level 9-1-1 authority. If multiple PSAP sites are covered under this SOW, the Supplier Project Manager will work with a representative from each individual PSAP site to develop a site-specific project plan. The parties expressly agree to cooperate in good faith with each other with respect to scheduling of specific work under a mutually agreed upon project schedule. Based on the FCC’s current requirements, wireless carriers are obligated to connect to, test and operate with the EMedia Service within six (6) months of a PSAP sending the wireless carrier a request for such interconnection.

Task Name	Duration
<b>Overall EMedia Solution Deployment</b>	<b>110 days</b>
Contract Complete	1 day
<b>Integration, Configuration, Test and Launch</b>	<b>109 days</b>
Kick-off Meeting	1 day
Deployment Planning	5 days

Build	30 days
Network Connectivity (Test & Turn-Up)	10 days
Set Up/Provision PSAP	10 days
Testing	30 days
Training	1-3 days

**Exhibit 2. Sample Project Schedule and Milestones for One (1) PSAP site.**

## 5.2. Scope and Schedule Changes

Any change to the project scope and/or schedule must first be mutually agreed to by both parties, and documented in a Change Order form to be provided by Supplier and executed by authorized representatives of the Customer.

## 6. Roles and Responsibilities

The establishment of the EMedia Service for Customer requires a coordinated team effort from a combination of program management and technical resources. These resources and their responsibilities are summarized in **Exhibit 3 (Supplier/Customer Roles and Responsibilities for EMedia Service Implementation)** below.

Role	Description of Responsibilities	Owner
<b>Project Manager(s)</b>	<p>The Project Manager(s) shall:</p> <ul style="list-style-type: none"> <li>- Be the primary point of contact between the parties</li> <li>- Facilitate effective communication among Supplier, Customer and other associated vendors</li> <li>- Manage resources from their respective teams</li> <li>- Ensure all deliverables set forth in this SOW are completed</li> <li>- Resolve critical implementation issues promptly</li> </ul>	<p>Supplier and Customer will each provide a Project Manager for joint planning and coordination.</p> <p>Customer will provide a primary point of contact for the overall project.</p>
<b>Trainer</b>	<p>The Trainer shall:</p> <ul style="list-style-type: none"> <li>- Deliver one (1) "train the trainer" EMedia feature training course to Customer's technical resource(s) via a single WebEx session during the initial EMedia Service deployment window.</li> </ul>	Supplier Trainer

**Exhibit 3. Supplier/Customer Roles and Responsibilities for EMedia Service Implementation**

### 6.1. Supplier Responsibilities

Upon execution of this SOW, Supplier will guide Customer through the EMedia Service introduction and assimilation process, which enables an easy transition and a "quick start" into EMedia Service deployment. Supplier will provide an overview of the required deployment tasks and procedures, as well as the established points of contact within all appropriate Supplier groups.



**6.1.1. Supplier Deliverables**

Supplier shall provide the following deliverables to Customer:

- a) Project schedule
- b) EMedia Administrator User Guide
- c) EMedia Operator User Guide

Supplier Project Manager shall guide Customer Project Manager through the EMedia Service implementation process. Owners are defined in **Exhibit 4 (Responsibility Matrix for EMedia Service Implementation)** below.

Phase	Task	Description	Owner
<b>Kick Off</b>	Conduct project kick-off	Facilitate a kick-off meeting with all stakeholders to outline the following: <ul style="list-style-type: none"> <li>• Project overview</li> <li>• Timeline</li> <li>• Change control</li> </ul>	Supplier, Customer
	Develop project plan	Create and validate the overall project plan down to the task level with inter-dependencies and key milestones	Supplier
	Identify roles and responsibilities	Identify and describe key project roles, responsibilities, and skill sets required during the deployment	Supplier, Customer
<b>Planning</b>	Create tracking documents	Develop issues and decisions logs for the deployment	Supplier
	Integrate individual interfaces	Verify web interfaces	Supplier, Customer
	Test interface	Test EMedia functionality	Supplier, Customer
<b>Testing</b>	Execute test plan	Execute standard test cases	Supplier, Customer
<b>Operations</b>	Service activation	Initiate service availability to public	Customer
	Troubleshooting, ticket maintenance	Ticket creation and change, incident and problem escalation	Supplier

*Exhibit 4. Responsibility Matrix for EMedia Service Implementation*

**6.1.2. Supplier Project Management**

Supplier project management coordinates internal and external resources required for successful EMedia Service deployment. Supplier:

- a) Plans the deployment based on resource availability
- b) Schedules and leads a joint kick-off meeting
- c) Assigns responsibilities
- d) Identifies, escalates, and facilitates resolution of issues



- e) Coordinates initial testing with carrier

## 6.2. Customer Responsibilities

- a) The items indicated in **Exhibit 3 (Supplier/Customer Roles and Responsibilities for EMedia Service Implementation)** and **Exhibit 4 (Responsibility Matrix for EMedia Service Implementation)** where Customer is listed as an 'Owner'
- b) Assign a single point of contact to coordinate project and deployment activities and work with the Supplier Project Manager
- c) Provide Supplier with all required connectivity information
- d) Provide Supplier with a point of contact for billing and a point of contact for training
- e) Notify Supplier in advance when the billing point of contact or the training point of contact has changed and must be updated in Supplier systems
- f) Identify one or more resources that will attend the Supplier-provided "train the trainer" EMedia feature training course and subsequently act as EMedia trainers within their PSAP
- g) Provide high speed internet connection with 500ms latency or better. Poor or inconsistent internet connectivity may result in users being disconnected from the EMedia application

## 7. Service and Connectivity Monitoring

The EMedia Service is a hosted service with the solution located in Supplier data centers and managed by Supplier.

### 7.1. Monitoring Responsibility— Customer

Customer shall monitor its Internet access to the EMedia Service on a 24x7 basis.

### 7.2. Monitoring Responsibility—Supplier

Supplier shall monitor the following aspects of the EMedia Service on a 24x7 basis:

- a) All Supplier systems used in providing the EMedia Service
- b) Networking of the EMedia Service up to the identified Supplier demarcations

### 7.3. Supplier NOC Services

#### 7.3.1. Impairment Report Procedure

Supplier provides high availability support for the call routing function within the EMedia Service. Upon identification of a Service-affecting issue, Customer shall contact the Supplier Network Operations Center (NOC) to open a trouble ticket. The Supplier NOC can be reached by calling 1-800-959-3749 or by sending an email to [noc@comtechtel.com](mailto:noc@comtechtel.com). Upon receiving Customer notification of a Service-affecting issue, the Supplier NOC will open an incident ticket, and investigate the issue, escalating appropriately, to seek timely resolution. The Supplier NOC will review all tickets on the day they are received. The Supplier NOC sends out impairment notifications, impairment updates, and notifications of resolution to impacted parties via email.

**7.3.2. Service Impact Level (SIL)**

Supplier defines three Service Impact Levels (SILs), as shown in **Exhibit 5 (SIL Definitions)** below. The SIL determines the responsibilities of the Supplier NOC when responding to an impairment of the Service within the systems under its control. The categorization of an event as SIL 1, SIL 2 or SIL 3 shall be reasonably made by Supplier, based upon the SIL definitions. For all SIL 1 events, Supplier notifies Customer. Communication to Customer by Supplier includes the Supplier trouble ticket number.

SIL 1	SIL 2	SIL 3
<p>High level of impact on service delivery.</p> <p>Service degradation is apparent to all or most external stakeholders.</p> <p>May involve a trend of SIL 2 events for a given system or process.</p>	<p>Service is suffering an unacceptable level of degradation but is not completely unavailable.</p> <p>Service degradation may be apparent to external stakeholders.</p> <p>May involve a trend of SIL 3 events for a given system or process.</p>	<p>Low level of impact on service delivery.</p> <p>Service degradation may be apparent to some external stakeholders (e.g., one PSAP).</p>

*Exhibit 5. SIL Definitions*

SIL 1 or SIL 2 events shall be communicated as described in **Exhibit 6 (Incident Notification Time Frames)** below, based on the best information available at the time.

SIL 1	SIL 2	SIL 3
Notification occurs as soon as possible.	Initial notification occurs as soon as possible.	No notification.

*Exhibit 6. Incident Notification Time Frames*



### 7.3.3. Escalation Procedure

The escalation table in **Exhibit 7 (Supplier Escalation Contact List)** below lists resources available by Supplier group, if unique situations arise that warrant an escalation.

Support Tier	Contact Name	Phone and Email Information
Network Operations Center	Network Operations Center (NOC) Systems and Network Monitoring 24x7x365	800-959-3749 toll-free <a href="mailto:noc@comtechtel.com">noc@comtechtel.com</a>
Network Operations Center – 1 <sup>st</sup> Escalation	Neil Nyquist Manager NOC Tier 1 Network Operations Center	206-792-2120 office 253-666-0209 mobile <a href="mailto:neil.nyquist@comtechtel.com">neil.nyquist@comtechtel.com</a>
Network Operations Center – 2 <sup>nd</sup> Escalation	Chris Ruddell Manager, ATAC (Tier 2) Network Operations Center	206-792-2013 office 206-437-1236 mobile <a href="mailto:chris.ruddell@comtechtel.com">chris.ruddell@comtechtel.com</a>
Network Operations Center – 3 <sup>rd</sup> Escalation	Ruobo Lu Sr. Director Network Operations Center	206-792-2366 office 425-835-3812 mobile <a href="mailto:ruobo.lu@comtechtel.com">ruobo.lu@comtechtel.com</a>
Final Escalation Point	Tim Jenkins Vice President and General Manager	857-299-6372 office 720-320-6282 mobile <a href="mailto:timothy.jenkins@comtechtel.com">timothy.jenkins@comtechtel.com</a>

*Exhibit 7. Supplier Escalation Contact List*

## 8. Training

Supplier shall provide training to Customer relative to the EMedia Service as described in Section 6.1.1 (Supplier Deliverables). Supplier views training as a shared opportunity to optimize the productivity and efficiency of the business relationship between Supplier and Customer. Onsite training is available for an additional charge, as noted in Section 13.3 (Optional Professional Services Pricing) of this SOW.

## 9. Out of Scope Requests

Customer requests that are outside the scope of this SOW may be subject to additional charges, terms, and/or conditions, and may impact previously agreed schedules.

## 10. Assumptions and Constraints

This SOW is predicated on the following assumptions. Should any of these assumptions prove to be untrue, Supplier's ability to deliver the Services described in this SOW may be materially impacted or hindered.

- a) Legal and/or regulatory issues will not impede Supplier's ability to complete the SOW.
- b) Documentation provided to Supplier by Customer will be accurate.
- c) Customer will cooperate with and assist Supplier in performing under this SOW.
- d) Customer will satisfy its obligations and responsibilities under this SOW.
- e) Users will access the EMedia Service using supported web browsers.





- f) Customer will provide high speed internet access in order to connect to Supplier's servers for the EMedia Service over HTTPS.

## 11. Standards Compliance

Supplier and Customer will use commercially reasonable efforts to adhere to and comply with all current industry standards and norms related to the EMedia Service.

## 12. Project Reporting

The project contacts listed below may be changed by Customer or Supplier at their discretion as long as such change is communicated to the other party as soon as reasonably practical.

### 12.1. Supplier Project Contact

Supplier shall assign a Service Delivery Manager to support the EMedia Service deployment process. The Service Delivery Manager shall coordinate the detailed project plan and scope of all deployment activities. As such, the Service Delivery Manager shall be responsible for assisting in the coordination of Supplier resources and deliverables. The Service Delivery Manager is Tom Hagel.

Tom Hagel  
1.206.792.2118  
[tom.hagel@comtechtel.com](mailto:tom.hagel@comtechtel.com)

### 12.2. Customer Project Contact

Customer shall assign a resource to act as the single point of contact throughout the project.

## 13. Pricing

The following pricing notes are applicable to this SOW:

- a) Prices are in US Dollars.
- b) Prices do not include tax. Customer will be invoiced for any applicable taxes.
- c) Prices are based on the standard terms and conditions of the Agreement.
- d) All payments from Customer should be made to:

#### Regular Mail:

TeleCommunication Systems, Inc.  
Attn: Accounts Receivable  
Dept CH 17168  
Palatine, IL 60055-7168

#### Overnight Mail:

TeleCommunication Systems, Inc.  
TSYS Lockbox  
5505 N. Cumberland  
#17168, Suite 307  
Chicago, IL 60656



### 13.1. Non-Recurring Fees

Supplier will invoice Customer for the applicable non-recurring fees (as described in **Exhibit 8 (Non-Recurring Fees for EMedia Service Setup and Implementation)**) at the time of SOW execution. The pricing in this section is based on one (1) individual PSAP site.

Service	Description	Non- Recurring Fee
EMedia Text to 9-1-1 Service	One-time setup and implementation fee for the following primary PSAP site: <Primary PSAP Site 1 Address>	\$10,000
<b>Total Non-Recurring Fees</b>		\$10,000

**Exhibit 8. Non-Recurring Fees for EMedia Service Setup and Implementation**

### 13.2. Annual Recurring Usage Fees

This section describes the total number of concurrent EMedia users that Customer is licensed for, and the associated annual recurring usage fees.

Service	Description	Recurring Fee
EMedia Text to 9-1-1 Service	Up to 5 Operator users signed in to EMedia concurrently.	\$5,000
<b>Total Annual Recurring Fees</b>		\$5,000

**Exhibit 9. Monthly Recurring Usage Fees**

Upon SOW signature, Supplier will invoice Customer and Customer will pay Supplier \$5,000 (as described in Exhibit 9 (Annual Recurring Usage Fees)).

For any SOW Renewal Terms, Supplier will invoice Customer and Customer will pay Supplier \$500 per month at the beginning of each month.

### 13.3. Optional Professional Services Pricing

Customer has the option to acquire certain other professional services (“**Professional Services**”) from Supplier. Any request for Supplier to provide Professional Services will be covered by a mutually agreed-upon amendment or change order describing the requested additional services and costs based on the following:

Professional Services	Fee
Custom tool development; or Services outside of the scope of this SOW	\$250.00 per hour
Additional on-site training (inclusive of labor and travel expenses; two-day minimum)	\$1,600.00 per day

**Exhibit 10. Optional Professional Services Fees**



Supplier may invoice Customer for any agreed Professional Services, in accordance with the terms of the mutually agreed upon amendment or change order describing the requested Professional Services.

**14. Project Authorization to Proceed**

Based on the scope of work, responsibilities and pricing presented herein, Customer authorizes Supplier to proceed with the work described in this SOW as of the Effective Date. This SOW will be performed under the terms and conditions of the Agreement.

**Agreed by:**

**Morrow County Sheriff's Office**

**TeleCommunication Systems, Inc.**

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

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

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

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

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

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

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

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



## Appendix A. Acronyms and Abbreviations

Some of the following definitions are adapted from the *NENA Master Glossary of 9-1-1 Terminology*.

Acronym or Abbreviation	Term	Definition
	At-Will Transfer	The feature that allows EMedia Operators to choose the neighboring PSAP to which a text session will be transferred.
<b>CBN</b>	Call Back Number	A number used by the PSAP to re-contact the location from which the 9-1-1 call was placed. The number may or may not be the number of the station used to originate the 9-1-1 call.
<b>CPE</b>	Customer Premises Equipment	PCs, terminals, or other equipment located at a PSAP's site. In the 9-1-1 world, "CPE" refers to the call and/or message receiving and translating equipment and display stations. Also known as "CHE" – Call Handling Equipment.
<b>FFA</b>	First Field Application	The first deployment (pilot) of a product or service in a production environment after the internal test phase is completed.
<b>GEM9-1-1</b>	Geospatial Emergency Messaging 9-1-1	The basic web application that Supplier provides to PSAPs for managing texts sent to 9-1-1 (does not support advanced reporting or At-Will transfers).
<b>GUI</b>	Graphical User Interface	Web browser-based interface that PSAP Telecommunicators use to access and interact with EMedia features.
<b>HTTPS</b>	Hypertext Transfer Protocol Secure	A communications protocol for secure communication over a computer network such as the Internet.
	i3	A transitional standard defined by NENA for an IP-based VoIP E9-1-1 network. The i3 standard was the last step in the evolution of E9-1-1 before NG9-1-1. The i3 standard addressed IP-based connectivity between the ESInet and IP-enabled PSAPs.
<b>i3 PSAP</b>	i3 Public Safety Answering Point	A PSAP that can receive IP-based emergency-call signaling, can originate IP-based calls, and conforms to NENA i3 specifications.
<b>IP</b>	Internet Protocol	The primary communications-level protocol for delivery of data packets across the Internet.

Acronym or Abbreviation	Term	Definition
	Location-based Transfer	The feature that is triggered when a text caller moves to a new location within the boundaries of a different PSAP during an active session. EMedia will automatically recommend a transfer to the PSAP responsible for the new location of the text caller.
MDN	Mobile Directory Number	The telephone number dialed to reach a wireless telephone
MSRP	Message Session Relay Protocol	A protocol for transmitting a series of related instant messages in the context of a session.
NENA	National Emergency Numbers Association	NENA is an organization whose mission is to foster the technological advancement, availability, and implementation of a universal emergency telephone number system in the United States.
NG9-1-1	Next Generation 9-1-1	Variously applied to the architecture, the technology, and the government initiative, a term referring to the routing and delivery of 9-1-1 calls in an IP-based inter-network. The NG9-1-1 inter-network is designed to provide access to emergency services from all connected communications sources and to provide PSAPs and other emergency service organizations with multimedia data capabilities.
PSAP	Public Safety Answering Point	An organizational unit authorized by a regional emergency services authority for the purpose of answering 9-1-1 calls within a defined geographic area and dispatching emergency responders to the text caller location.
SIP	Session Initiation Protocol	A standard communications protocol for signaling and controlling multimedia communication sessions.
SMS	Short Message Service	SMS is used to send text messages to mobile phones. The messages can typically be up to 160 characters in length, though some services use 5-bit mode, which supports 224 characters.
TCC	Text Control Center	The standards based (ATIS J-STD-110) element responsible for routing and delivering text messages sent to 9-1-1. The Supplier TCC is the backend server for the EMedia GUI.
Text Caller		A person sending one or more text messages to 9-1-1.



Acronym or Abbreviation	Term	Definition
TTY	Text telephone; teletype	A device that allows hearing and speech impaired subscribers to send and receive text messages over telephone lines.



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

(For BOC Use)
Item #
5

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)

Date submitted to reviewers: March 2, 2022
Requested Agenda Date: 3-9-22 & 4-13-22

Land Use Legislative Hearing to adopt amendments to the Transportation System Plan focused on transit - Ordinance No. ORD-2022-1

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

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

Reviewed By:

Tamra Mabbott March 2, 2022 Department Director Required for all BOC meetings
[Signature] 3/7/22 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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

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

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

Pursuant to the recent transit planning efforts, county hired Kittelson & Associates to identify the companion land use plan updates required to complement future transit development. An updated Transportation System Plan is attached.

**2. FISCAL IMPACT:**

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

Recommendation is:

1. Approve the Findings
2. Schedule for April 13, 2022 for Second Public Hearing

Attach additional background documentation as needed.





## PLANNING DEPARTMENT

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PO Box 40 • Irrigon, Oregon 97844  
(541) 922-4624

### MEMO

TO: Board of Commissioners  
FROM: Tamra Mabbott, Planning Director  
RE: Transportation System Plan Update (AP-136-22)  
First Land Use Hearing March 9, 2022  
Second Land Use Hearing April 13, 2022

At their January 23<sup>rd</sup> meeting, Planning Commission unanimously recommended the Board approve the proposed amendments to the County Transportation System Plan (TSP). Minor edits recommended by the Commission have been incorporated into the attached documents

The scope of this TSP update is focused on transit systems, services and land use implications.

The recent Hermiston to Boardman Connector Plan brought to light the need to update the transit sections within the TSP to account for land use impacts of new programs and projects envisioned for future transit. A more comprehensive update of the TSP will occur at a later date.

Assisting with the update was Kittelson & Associates. The update was made with the financial and professional support of Katie Imes and Morrow County Transit. The amendments were also reviewed by the Morrow County Special Transportation Committees.

### **Packet Contents**

1. Draft Ordinance to adopt amendments to the TSP
2. Staff Report and Findings of Fact for Plan Amendment AP-136-22
3. Summary of TSP amendments.
4. Entire TSP with amended sections noted.

# Draft Ordinance

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

AN ORDINANCE AMENDING THE MORROW )  
COUNTY TRANSPORTATION SYSTEM PLAN )      ORDINANCE NO. ORD-2022-1  
TO UPDATE THE TRANSIT SECTION        )

**WHEREAS**, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

**WHEREAS**, Morrow County adopted a Comprehensive Land Use Plan which was first acknowledged by the Land Conservation and Development Commission on January 30, 1986, with the Economic Element update acknowledged in May 2016; and

**WHEREAS**, the Morrow County Planning Department, together with Morrow County Public Transit, retained a consultant to review the Transportation System Plan and recommend changes to more fully incorporate transit services and development; and

**WHEREAS**, the County adopted the 2016 Coordinated Human Services Plan and the 2021 Hermiston – Boardman Connector Plan; and

**WHEREAS**, the Morrow County Planning Commission held a public hearing on January 25, 2022 and voted to recommend that the Board of Commissioners adopt the new Transportation System Plan Transit Amendments; and

**WHEREAS**, the Morrow County Board of Commissioners held a public hearing on March 9, 2022 and a second hearing on April 13, 2022 and voted to adopt the Findings and adopt Amendments to the Transportation System Plan; and

**NOW, THEREFORE, THE MORROW COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS**, That the Morrow County Board of Commissioners Amends the Morrow County Transportation System Plan.

Section 1 Title of Ordinance:

1. This Ordinance shall be known, and may be cited, as the “2022 Morrow County Transportation System Plan Transit Update.”

Section 2 Affected and Attached Documents:

1. Board of Commissioners Staff Report and Findings of Fact Plan Amendment (AP-136-22)
2. Transportation System Plan (2022)

Section 3 Effective Date:

This Ordinance shall be effective 90 days from April 13, 2022, on July 13, 2022

Date of First Reading: March 9, 2022  
Date of Second Reading: April 13, 2022

**ADOPTED** by the Morrow County Board of Commissioners this 13<sup>th</sup> day of April 2022.

**BOARD OF COMMISSIONERS  
MORROW COUNTY, OREGON**

\_\_\_\_\_  
Jim Doherty, Chair

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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

Approved as to Form:

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

## Staff Report and Findings of Fact

BOARD OF COMMISSIONERS STAFF REPORT AND FINDINGS

PLAN AMENDMENT (AP-136-22)

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**I. GENERAL INFORMATION AND FACTS**

Applicant: Morrow County

Summary of Land Use Review: This Plan Amendment is intended to amend the 2017 Transportation System Plan (TSP) in order to update transit components of the TSP.

**II. NATURE OF REQUEST AND GENERAL FACTS**

This Plan will update the Morrow County Transportation System Plan (2012) and the TSP Appendix B Update (2017).

[https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/tsp\\_complete\\_document.pdf](https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/tsp_complete_document.pdf)

This Plan update follows the completion of the Morrow County Coordinated Human Services Public Transportation Plan (2016)

[https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/morrow\\_county\\_coordinated\\_plan\\_final.pdf](https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/morrow_county_coordinated_plan_final.pdf) and the Hermiston -Boardman and the Hermiston-Boardman

Connector/Boardman-Port of Morrow Circular Plan (2021)

[https://www.co.morrow.or.us/sites/default/files/fileattachments/the\\_loop/page/16192/final\\_pom\\_circular\\_herm.-board.connector\\_strategic\\_report\\_6-30-21.pdf](https://www.co.morrow.or.us/sites/default/files/fileattachments/the_loop/page/16192/final_pom_circular_herm.-board.connector_strategic_report_6-30-21.pdf)

**I. MORROW COUNTY ZONING CODE STANDARDS APPLICABLE TO LEGISLATIVE DECISIONS.**

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

**MORROW COUNTY ZONING ORDINANCE Section 8. Amendments**

**SECTION 8.040. CRITERIA.** The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Court in reaching their decision.

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

This standard applies to a property rezone not a Comprehensive Plan text amendment. Therefore, this standard is not applicable.

- B. The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.

- 1. Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following: a. Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway; b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or, c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes. Morrow County Zoning Ordinance Article 8 (10-01-13) Page 2 of 2

The subject Plan amendment will not have the effect of rezoning any particular property. Rather the Plan Amendment includes updated Findings and Policies to encourage transit development more generally. Therefore, the application complies with this standard.

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

The subject Plan amendment will not have the effect of rezoning any particular property. Rather the Plan Amendment includes updated Findings and Policies to encourage residential development generally. Therefore, the application complies with this standard.

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

The proposed Transportation System Plan (TSP) amendments does address a public need – helping to address transit needs for employers, employees and residents in Morrow County.

- D. The request addresses issues concerned with public health and welfare, if any. This Plan Amendment application does not directly impact specific public health and welfare. However, the updated TSP will serve to promote and streamline the development of more transit services, with an emphasis on serving all residents, employees and employers in Morrow County.

## II. APPLICABLE STATEWIDE PLANNING GOALS

### Statewide Planning Goal 1: Citizen Involvement.

Goal 1 requires a citizen involvement program that is widespread, allows two way communication, allows for citizen involvement through all planning phases and is understandable, responsive and funded.

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

**Finding:** Given the public vetting of the report, scheduled public hearings and notice provided, Goal 1 is satisfied.

### Statewide Planning Goal 12: Transportation

A transportation plan shall (1) consider all modes of transportation including mass transit, air, water, pipeline, rail, highway, bicycle and pedestrian; (2) be based upon an inventory of local, regional and state transportation needs; (3) consider the differences in social consequences that would result from utilizing differing combinations of transportation modes; (4) avoid principal reliance upon any one mode of transportation; (5) minimize adverse social, economic and environmental impacts and costs; (6) conserve energy; (7) meet the needs of the transportation disadvantaged by improving transportation services; (8) facilitate the flow of goods and services so as to strengthen the local and regional economy; and (9) conform with local and regional comprehensive land use plans. Each plan shall include a provision for transportation as a key facility. Transportation -- refers to the movement of people and goods. Transportation Facility -- refers to any physical facility that moves or assists in the movement of people and goods excluding electricity, sewage and water. Transportation System -- refers to one or more transportation facilities that are planned, developed, operated and maintained in a coordinated manner to supply continuity of movement between modes, and within and between geographic and jurisdictional areas. Mass Transit -- refers to any form of passenger transportation which carries members of the public on a regular and continuing basis. Transportation Disadvantaged -- refers to those individuals who have difficulty in obtaining transportation because of their age, income, physical or mental disability.

**Finding:** Statewide Planning Goal 12 has noted emphasis on "mass transit." These transit amendments are customized to the rural transit needs in Morrow County. For purposes of this plan amendment, this application satisfies Goal 12 requirements.

### Statewide Planning Goal 11: Public Facilities and Services.

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."



**Finding:** Transit in rural Morrow County is emerging to meet the needs of all residents. Most recently, the development and adoption of the Hermiston to Boardman Connector, focused on connecting employees with industry and employers at the Port of Morrow. That transit planning effort was developed in coordination with Cities of Irrigon and Boardman and Port of Morrow. To meet future transit infrastructure needs, cities will also need to develop policies and standards to accommodate transit service. While Goal 11 focuses on water and sewer infrastructure for incorporated areas, transit in Morrow County is designed to serve rural and urban populations as well as regional needs. This Goal 12 Transportation and Transit Update will foster future development of amenities and infrastructure to expand transit service throughout Morrow County. Goal 11 is satisfied.

### **III. APPLICABLE OREGON LAWS AND RULES**

Oregon Administrative Rules Chapter 660 Division 08 apply to this comprehensive plan update. The Administrative Rule is shown below in bold italics, followed by Findings in standard text.

#### Oregon Administrative Rules Chapter 660 Division 08

The purpose of this division is to ensure opportunity for the provision of adequate numbers of needed housing units, the efficient use of buildable land within urban growth boundaries, and to provide greater certainty in the development process so as to reduce housing costs. This division is intended to provide standards for compliance with Goal 10 "Housing" and to implement ORS 197.303 through 197.307.

#### 660-008-0010 Allocation of Buildable Land

The mix and density of needed housing is determined in the housing needs projection. Sufficient buildable land shall be designated on the comprehensive plan map to satisfy housing needs by type and density range as determined in the housing needs projection. The local buildable lands inventory must document the amount of buildable land in each residential plan designation.

**Finding:** Where OAR 660 Division 08 does not apply to unincorporated lands, this division does not directly apply to the county Goal 10 Housing update.

#### 660-008-0015 Clear and Objective Approval Standards Required

(1) Except as provided in section (2) of this rule, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of needed housing on buildable land. The standards, conditions and procedures may not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.

(2) In addition to an approval process for needed housing based on clear and objective standards, conditions and procedures as provided in section (1) of this rule, a local government may adopt and apply an optional alternative approval process for applications and permits for residential development based on approval criteria regulating, in whole or in part, appearance or aesthetics that are not clear and objective if:

(a) The applicant retains the option of proceeding under the approval process that meets the requirements of section (1);

(b) The approval criteria for the alternative approval process comply with applicable statewide land use planning goals and rules; and

(c) The approval criteria for the alternative approval process authorize a density at or above the density level authorized in the zone under the approval process provided in section (1) of this rule.

(3) Subject to section (1), this rule does not infringe on a local government's prerogative to:(a) Set approval standards under which a particular housing type is permitted outright;(b) Impose special conditions upon approval of a specific development proposal; or

(c) Establish approval procedures.

**Finding:** The Goal 12 Transportation System Plan update does not include changes to the County Zoning Ordinance or Subdivision Ordinance, both of which contain clear and objective standards. Therefore, the application complies with this standard.

#### 660-008-0025 The Rezoning Process

A local government may defer rezoning of land within an urban growth boundary to maximum planned residential density provided that the process for future rezoning is reasonably justified. If such is the case, then:

(1) The plan shall contain a justification for the rezoning process and policies which explain how this process will be used to provide for needed housing.

(2) Standards and procedures governing the process for future rezoning shall be based on the rezoning justification and policy statement, and must be clear and objective and meet other requirements in OAR 660-008-0015.

**Finding:** This Goal 12 and Transportation System Plan amendment does not rezone any specific property. Rather, this amendment includes updated information, Findings and Policies to support transit development throughout Morrow County. The application complies with this standard.

#### 660-008-0030 Regional Coordination

(1) Each local government shall consider the needs of the relevant region in arriving at a fair allocation of housing types and densities.

(2) The local coordination body shall be responsible for ensuring that the regional housing impacts of restrictive or expansive local government programs are considered. The local

coordination body shall ensure that needed housing is provided for on a regional basis through coordinated comprehensive plans.

**Finding:** The Morrow County Coordinated Service Plan (2016) and the Boardman – Hermiston Transit Plan (2021) included cities in Morrow County, special districts, Port of Morrow, CTUIR KAYAK, Umatilla County, and cities of Umatilla, Echo, Stanfield and Hermiston located in Umatilla County. The planning process was a collaborative, regional effort. The application complies with this standard.

#### **IV. SUMMARY AND RECOMMENDATION**

Morrow County proposes an update and amendment to Goal 12 and the county Transportation System Plan.

#### **V. AGENCIES NOTIFIED:**

Katie Imes, Morrow County Transit; Sandra Pointer and Eric Imes, Morrow County Public Works; Anne Debbaut, Department of Land Conservation & Development; Mike Gorman, Morrow County Assessor; Justin Nelson, Morrow County Counsel; Cities of Heppner, Lexington, Ione, Boardman and Irrigon; Ryan Neal, Port of Morrow; Kalie Davis, Port of Morrow; JD Tovey, CTUIR Planning Director and Transit Director; ODOT Region 5 Teresa Penninger; ODOT District 12, Marilyn Holt; Boardman Fire District.

35-Day Notice for this Post Acknowledgement Plan Amendment (PAPA) was submitted to Department of Land Conservation and Development on December 17, 2021.

#### **VI. Hearing Dates:**

- Planning Commission January 25, 2022
- Board of Commissioners March 9, 2022 First Hearing/ First Reading
- Board of Commissioners April 20, 2022 Second Reading

**VII. RECOMMENDATION:** Adopt the attached amendments to the Morrow County Transportation System Plan.

**MORROW COUNTY BOARD OF COMMISSIONERS**

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Jim Doherty, Chair

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Melissa Lindsay, Vice-Chair

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Don Russell, Commissioner

Approved as to Form:

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Morrow County Counsel

Attachments: Redlined version 2022 TSP transit amendments  
2022 TSP clean copy.

Edited TSP Sections Only

## CHAPTER 1 INTRODUCTION

Morrow County prepared its original Transportation System Plan (TSP) in 1997 as part of its overall Comprehensive Plan, as required by Oregon Revised Statute 197.712 and the Transportation Planning Rule (TPR) Oregon Administrative Rule) 660 Division 12 developed by the Department of Land Conservation and Development (DLCD). The TPR and its provisions are designed to encourage the development of a planning process that allows development of future transportation facilities, protects the operation of existing and future transportation facilities, coordinates the review of land use decisions, and promotes safe and convenient pedestrian and bicycle circulation. Oregon counties and cities over a certain size are required to develop TSPs and supporting implementation ordinances to carry out the TPR goals at the local level. Local jurisdictions are required to update their TSPs every 5 to 7 years.

In 2005, a major update to the TSP was completed with the intent that the plan would guide transportation system development for the next 20 years. It was understood that the plan would need to be periodically updated to ensure it remains current and meets county needs. Minor updates were completed in 2006, 2007, 2009, and 2010 in the spirit of keeping the plan current.

The ~~current version, the 2012 major update, will replace~~ the TSP in its entirety and ~~is being~~ was designed to support transportation growth for the next 5 to 7 years and address a 20-year planning horizon. To limit the number of potential short-term amendments and support easier maintenance of the project lists, some portions of the TSP are being rearranged, most notably, the project list is being moved to the appendix.

The current version, the 2022 minor update, provided substantial transit content updates to reflect changes to transit service and branding, more-recent planning efforts for near-term transit improvements, and the need for other supporting transit infrastructure in Morrow County.

### PLAN ORGANIZATION

Morrow County was assisted with the preparation of the 2005 plan by CTS Engineers, with assistance from the Mitchell Nelson Group, under a Transportation Growth Management grant. ~~The 2012 is major plan update is being~~ was accomplished by planning staff with support from a technical advisory committee. The 2022 minor update was prepared by planning staff with support from Kittelson & Associates, Inc.

Chapter 2 introduces the plan's goals and policies. These transportation-related goals and policies, developed over time, guide the process and give direction to the development of future system improvements. The goals and policies ensure not only that the plan meets the intent of the TPR, but that it strives to meet the interests of the county.

Chapter 3 assesses existing conditions, and identifies the issues that currently face the county. This chapter discusses transportation issues and opportunities, current land use and population, and existing transportation facilities.

Chapter 4 discusses future conditions, including the projected areas of future population growth and transportation demand, as well as the future needs for greater connectivity. These future conditions represent the setting under which transportation alternatives can be compared.

Chapter 5 develops alternatives that reflect Morrow County's goals and policies, and addresses the identified existing and future transportation issues and needs.

Chapter 6 presents the specific actions necessary to implement the plan's preferred alternative. The chapter also recommends actions regarding future opportunities; land-use requirements, including development, right-of-way, and access management; and recommendations for transportation facilities and operations, including road standards and connectivity.

Chapter 7 evaluates funding sources for transportation improvements and presents funding options and a financial plan for meeting the recommended improvements identified in the TSP.

In Chapter 8, the plan is discussed in relation to the Transportation Planning Rule and addresses each of the required elements of the TPR.

The 2012 TSP update maintains most of the assumptions made and used in the 2005 TSP. Planning staff asserts that the conditions in place in 2005 have not changed significantly for the majority of the County with one exception: the development at the Port of Morrow within the area now commonly known as the East Beach Industrial Area. Planning and Public Works staff, with assistance from the Oregon Department of Transportation (ODOT), have updated many of the components within this the 2012 version and subsequent 2022 minor update.

The TSP is required by the State of Oregon Transportation Planning Rule, OAR 660 Division 12, developed by the DLCD and ODOT. The TPR requires all jurisdictions to develop a transportation plan that includes the following elements:

- Roadways
- Transit
- Bicycle and pedestrian facilities
- Air, rail, water, and pipelines
- System alternatives
- Financing
- Policies and ordinances for implementation.

In addition, the TPR requires local jurisdictions to adopt land-use code amendments to protect transportation facilities, coordinate their plans with other jurisdictions, and encourage the development of bicycle and pedestrian facilities.

## CHAPTER 3

### EXISTING CONDITIONS AND INVENTORY

#### Transit and Para-Transit

There are three main types of transit to consider in the TSP provided within Morrow County: public transit, which is supported by public funds for use by the general public and transportation-disadvantaged groups (such as elderly, people with disabilities, and people with low-incomes); private transit, which is not funded by public funds; and para-transit, which provides services for the transportation-disadvantaged populations, including older adults, the physically-challenged and low-income use anrsd can be either public or private.

#### Public Transit

Morrow County Public Transit operates The Loop, a demand-response service (also known as dial-a-ride service) for residents of and visitors to Morrow County. Service is provided on

Commented [KP1]: Modify to "Morrow County Public Transit" if name change goes through

~~weekdays between 8 a.m. and noon and between 1 and 5 p.m. Trip times can be adjusted to meet earlier or later appointments or activities. Weekend trips can also be requested. Request for service is made through the dispatch office, those hours are weekdays 8-12 am and 1-5 pm. Kayak Public Transit's Hermiston Hopper route services Irrigon Monday-Saturday, providing two stop times daily. Morrow County funds the service to Irrigon. There is no public transit service in Morrow County. The population and density of the County are currently too low to support a transit system. Given the lack of impacted travel corridors within the County, there is little demand for a public transit system at this time. Van-pool options are being implemented to support moving workers from population centers, preferably within the county, to job centers within the county.~~

### **Private Transit**

Greyhound operates private transit bus lines throughout the United States. Greyhound has a daily route that travels through Morrow County, but does not have a scheduled stop in the county. ~~For the bus to stop in Boardman, current operations require the passenger to flag the approaching bus and to pay the driver the fare. The nearest scheduled Greyhound stop is in Stanfield, 25.12 miles south east of Hermiston-Boardman on US 3961-84, in Umatilla County, at the Pilot Travel Center. Greyhound intercity buses stop at the Pilot Travel Center south of Stanfield. The stop is served by a Greyhound route connecting Portland and Denver via Boise and Salt Lake City. The stop is also the end point of a connecting route to Pasco, Yakima, and Seattle. Service is provided to various cities along routes to Portland, Seattle, and Boise, where connections can be made to other destinations. Morrow County residents feel strongly that Greyhound should schedule additional stops in the northern portion of Morrow County Boardman and a new stop in Irrigon to provide service to this portion of the County. At this time Morrow County also is served by Estrella Blanca, which has offices at the Greyhound terminal in Pasco, Washington, and provides daily service to Boardman. Estrella Blanca also has daily stops in Hermiston in Umatilla County and Biggs in Sherman County.~~

### **Para-Transit**

~~In addition to The Loop's demand-response service for all populations, Transportation services to older adults and physically challenged residents of Morrow County are provided by Morrow County Special Transportation, a para-transit provider. Services provided include dial-a-ride services, client transportation, and medical transportation, all provided by volunteer drivers. The operation includes two buses in Heppner serving mid-county, and one bus in Boardman and Irrigon. Three cars are also available in the communities of Heppner, Irrigon and Boardman for the eligible population to make longer trips. In mid-county, one of the buses is reserved for transportation to and from medical appointments, with the other bus is used mostly for entertainment and shopping. As available, the STF buses also serve populations outside the target groups. Operations are funded through a grant from the Public Transit Division of ODOT. Volunteer drivers are trained and administrative records maintained by the CAPECO in Pendleton. Local services are coordinated by local volunteers in the communities of Heppner, Boardman and Irrigon. CareVan Medical Transportation provides service for residents living in Boardman and Irrigon that have appointments at Good Shepherd Medical facilities in Hermiston, the Good Shepherd service area, including travel to Hermiston, Echo, Stanfield, Umatilla, Irrigon, and Boardman. Service operates from 8:30 a.m. to 6:00 p.m. on weekdays.~~

~~Additionally, workforce transportation is provided by some employers such as Independent Transport, Atkinson Staffing and others.~~

### **Transit Facilities**

**Commented [TM2]:** Comment from Kalie Davis, Port of Morrow Workforce Director. Other KD notes incur above.



Morrow County Public Transit has three bus storage locations in the cities of Heppner, Boardman and Irrigon. ~~These facilities are at capacity. Morrow County is planning to expand its transit facility infrastructure to meet its current and future operating demands. This could include but is not limited to; storage and maintenance facilities, transit centers, and park and ride areas. For more detail refer to section 6-14.4.~~

## **Rail Facilities**

Rail services within Morrow County includes ~~only both freight and passenger services~~. Rail transportation has historically been, and continues to be, an important avenue for moving goods within the region. ~~Passenger service had previously been provided via a stop at the Hinkle Railyard in Hermiston, and is desired by Morrow County residents to return. Future transit services should connect to passenger rail service.~~

### **Transit Facilities**

~~Morrow County has three bus storage locations in the cities of Heppner, Boardman and Irrigon, these facilities are at capacity. Morrow County is planning to expand its transit facility infrastructure to meet its current and future operating demands. This could include but is not limited to; storage and maintenance facilities, transit center, and park and ride areas. For more detail refer to section 6-14~~

### **Rail Freight Facilities**

Rail freight services are provided to businesses in Morrow County by the Union Pacific Railroad: from their main line, which parallels 1-84. Multiple spurs extend from this line: one serving the coal-fired gas plant, one serving the Port of Morrow and another serving the Umatilla Ordinance Depot.

Commented [TM3]: Planning Commission edit.

In fact, The Union Pacific main line running east-west through the Columbia River Gorge runs through the Boardman Industrial Park, owned by the Port of Morrow. Through this connection, the Port is able to transport its goods either to the Port of Portland or east into the continental United States.

The Hinkle Classification Yard, located 20 miles east of the Port of Morrow (near Hermiston, Oregon), is the largest hump yard west of St. Louis. Through use of this facility, the Port is able to access rail lines leading north into Canada and south into California. The Port is effectively able to use rail service because of the Hinkle hump yard to send its products in many different directions.

Historically, there were freight rail lines in place at the Umatilla Chemical Depot (previously known as the Umatilla Army Depot). There are no spurs currently active on the depot land. The Union Pacific Mainline runs east and west right next adjacent to the southern border of the depot property. Future development plans are to reconnect a spur off the UP mainland to the depot property with connectivity to serve future industrial sites that will be located at the depot.

Commented [TM4]: Comment from Debbie Pedro, CDA Staff.

### **Passenger Rail Facilities**

There has been no passenger rail service in Morrow County since the mid-1990s, when the Amtrak Pioneer line between Salt Lake City, Utah and Portland, Oregon stopped operating.

Loss of this line not only removed service from Morrow County, but also from a regional perspective, deleted service east to Salt Lake City. Amtrak does provide service between Portland and Spokane on its Empire Builder line. Morrow County residents must go to the Tri-Cities, the closest stop, to use this service.

## **Airport Facilities**

Two public airports exist in Morrow County currently limited to private aircraft. They include the Lexington-Morrow County airport and the Port of Morrow airport west of Boardman. The closest public air service is located in Pendleton, Oregon. Depending on the growth of Morrow County, opportunities exist to expand the Port of Morrow's airport facility to provide public air transportation service.

### ***Lexington-Morrow County Airport***

~~Morrow County owns and operates the Lexington-Morrow County airport facility. This airport is located one mile northwest of Lexington and is currently the largest airstrip in the County. It serves as the base for approximately 14 aircraft. Combined local and transient activity is about 85 operations weekly. The airport offers a single paved runway which is 4,150 feet in length, with a parallel taxiway. Fueling capacity is available on-site at the airport. An Automated Weather Observation System (AWOS) also has been installed.~~

~~Morrow County Airport in Lexington is owned and operated by Morrow County. There is an Automated Weather Observation System and a 4,300-foot main runway that will accommodate most intermediate size aircraft.~~

~~Lexington is located one-half mile north of the Town of Lexington city center, just west of Highway 207. The airport access road is located approximately one-half mile north of the intersection of Highway 207 and Highway 74. The paved airport access road travels approximately ¼ mile from Highway 207 to the vehicle parking area.~~

~~The airport has been a base for agricultural spraying operators for many years, in addition to accommodating general aviation, business, medical and charter activities. The airport currently accommodates locally-based single engine aircraft, including two turbine powered agricultural aircraft. In addition to local aircraft, the airport accommodates intermediate general aviation, business aviation, including turboprop, business jet and helicopter operations. Morrow County has been the owner of the airport since 1960.~~

~~Location Identifier 9S9, FAA site Number 19500.5\*A, Latitude 45-27-14.9000N, Longitude 119-41-25.0000, Elevation 1634~~

The Airport Layout Plan for the Lexington-Morrow County Airport, acknowledged by DLCD in 2002, defines how the airport is planned to be used over the next two decades. The Air Industrial Zone identified in the Airport Layout Plan has been applied as an overlay zone in the Morrow County Zoning Ordinance. Copies of the Airport Layout Plan are available at the County Public Works Department.

Plans for the Lexington-Morrow County Airport for period of this TSP include updating the master plan in 2012, conducting environmental work and preparing a preliminary design for a partial parallel taxiway in 2015, and constructing the taxiway in 2016.

### ***Port of Morrow Airport Facility***

~~The Port of Morrow purchased what was previously known as the Boardman airport. This~~

**Commented [TM5]:** Replaced old with new language from Sandra Pointer, Airport Mgr, Morrow County Public Works

Commented [TM6]: Would be good to get Port of Morrow indit here. Mark Patton is the Director of Operations at PCWA. Just a quick call to see if passenger air is in the stars for future

facility offers a 4,200-foot-long paved runway. This runway was designed to offer takeoff and landing capability for heavy bombers and commercial passenger/cargo jets, but current use is corporate jets and light general aviation aircraft.

After acquiring the airport, the Port of Morrow developed an Airport Industrial Park centering on the 100-foot wide, 4,200-foot-long landing strip. Industrial sites are available for facilities that would benefit from the capabilities of the airport as well as the general services provided by the Port of Morrow. Sufficient land exists at the Port's Airport Industrial Park to extend the runway and to offer a full range of aviation services depending on the need of future industrial, commercial, or public clientele.

In Chapters 5 and 6, Port of Morrow improvements to the Airport Industrial Park are indicated, focusing on improved access for ground transportation services. Also to be considered are the actions approving a major motor speedway and related uses at the Boardman Airport.

The Airport Layout Plan for the Port of Morrow Airport has been acknowledged. The Airport is currently zoned Air/Industrial for land use purposes. Copies of the Airport Layout Plan are available from the Port of Morrow.

## **CHAPTER 4 FUTURE CONDITIONS**

### **Future Connectivity**

As growth and development continue in the northern part of the county, the lack of connectivity between [\(and amongst\)](#) north county and south county will limit opportunities for growth in population and employment in the southern part of the county. The development of an additional north-south connection between Boardman and Lone would open up opportunities for employment and population growth by decreasing travel time between north county and south county. Improved travel time will help to attract future population growth by offering an advantage to people employed in the north and residing in the south. It will also help to attract employment growth by reducing costs associated with hauling products.

This second route has historically been referred to as Lone-Boardman Road (Figure 4-3). The existing impediments to transfer of Bombing Range Road to the county magnify the importance of Lone-Boardman Road as a second north-south connection. However, there are also impediments to constructing Lone-Boardman Road. The county has acquired a dedicated right-of-way that would allow construction of a road (Tower Road Extension) connecting the southern end of

Tower Road to Highway 74 near Cecil. This indirect alignment, while beneficial for circulation and emergency access, would not fully meet the need for a second north/south connection. Implementation of a second route is unlikely to take place until after the Oregon National Guard's plans for future operations on the Bombing Range have been further developed. More intense use of the Bombing Range could result in greater traffic and population in the mid-county than assumed in this TSP for 2024. As discussed elsewhere in this plan, further analysis such as a Transportation Refinement Plan (TRP) or similar effort may be necessary to identify the improvements and implementation strategy needed to serve a military training facility on the Bombing Range. The new off-highway vehicle (OHV) park in south county could also increase traffic volumes more than expected. However, OHV park activity is expected to be concentrated on weekends. With existing traffic daily traffic volumes on the roads serving the park area a few hundred vehicles or less, capacity is not expected to be an issue.

## CHAPTER 5

### Future Transportation System Options Analysis

#### *Port of Morrow Recommended Projects*

In general, roadway improvements on Port lands are market-driven and timed to serve new industrial tenants. The Port, which is presently developing a new siding and has developed a rail loop connecting to the Union Pacific mainline, identified the additional major projects listed in Table 5-6 to be included in the TSP. These are projects that the Port has identified as necessary to increase capacity, allow for economic development, increase safety, and improve intermodal access. Projects that would be a joint effort of the Port and the City of Boardman are also listed. Access to the Port's east industrial area north of the 1-84/US 730 interchange is recommended via one or more at-grade or grade-separated connections to US 730 between 1-84 and Paterson Ferry Road. Over the longer term as this industrial area becomes more fully developed, additional access may be needed, potentially including modification to the existing 1-84/US 730 interchange to provide direct freeway access. The initial step toward interchange modification, an interchange area access management plan, is currently under way. Also included in this list of projects are those identified as part of the speedway land-use approval process. In addition to roadway projects, large undeveloped parcels in the Port could be used as a transit facility with the arrival of fixed-route transit services. This could include a park-and-ride or mobility hub, transit storage and maintenance, or a combination of the two. Providing transit service to the Port can promote options for existing employees and give access to those seeking employment.

**TABLE 5-3  
MORROW COUNTY PORT OF MORROW FUTURE ROADWAY PROJECTS**

Roadway	Project Description	Est. Cost (\$1,000)
East Beach Industrial Area Access	New access is proposed to serve the Port of Morrow East Industrial Area located north of the existing 1-84/US 730 interchange and west of US 730 via an at-grade or elevated intersection or intersections. As the east industrial area develops, the need for direct interchange access will require further analysis (see IAMP).	\$2,000- 10,000
U.S. 730 Connector for Industrial Park Access	Installation of 6,800 feet of road extension off U.S. 730 for east access to the Port's East Beach Industrial Park area. This project would extend Lewis & Clark Drive to U.S. 730 (see IAMP).	\$6,200
East Beach Industrial Corridor	Installation of 18,900 feet of industrial road to extend Gar Swanson Lane from East Columbia Avenue to loop the Port's industrial property to intersect with Lewis & Clark Drive (see IAMP).	\$4,500
Kunze Road (Boardman)	Reconstruct from Main to Tower (completed 2007-2008)	\$2,700

TABLE 5-3 MORROW COUNTY PORT OF MORROW FUTURE ROADWAY PROJECTS		
Roadway	Project Description	Est. Cost (\$1,000)
Olson Road (Boardman)	Construct overpass over 1-84	\$9,000
Tower Road overcrossing	Construct overcross over UP railroad line	\$1,000
1-84/Tower Road Interchange	Modifications to the 1-84/Tower Road Interchange, including dual lane ramps, a four-lane bridge, and improved turning radiuses at the on/off ramps.	
1-84/Tower Road Interchange	Stacking or merge lanes (acceleration/deceleration lanes) extending approximately 1.5 miles in each direction from the 1-84/Tower Road Interchange.	
Tower Road	Widen Tower Road to five lanes between 1-84 and the southernmost entrance to the speedway on Tower Road.	
New 1-84/Speedway Interchange	A new 1-84/Speedway Interchange east of PGE's north/south rail spur crossing of 1-84 and including two-lane on and off ramps and a four-lane bridge over 1-84.	
1-84 at New Speedway Interchange	Stacking or merge lanes (acceleration or deceleration lanes) extending approximately 1.5 miles in each direction from the 1-84/Speedway interchange.	
Interstate 84	An additional (third) eastbound and westbound travel lane on 1-84 between Highway 730 and the Speedway Interchange and from 1200 meters west of the Army Depot Interchange to the 1-82/1-84 Interchange.	
Interstate 84	Bridge widening or modification as necessary along 1-84	
Interstate 84	Extended ramps and taper lanes on 1-84 westbound between 1-82 and a point west of the 1-84/Army Depot Interchange.	
Interstate 84	Merge/diverge lanes eastbound on 1-84 between a point west of the 1-84/Army Depot Interchange and the 1-82/1-84 Interchange	
Interstate 84	Modifications to the connector ramps at the 1-84/1-82 Interchange to provide two-lane on or off ramps.	
New Speedway Perimeter Road	A four-lane surface road system within and encircling the perimeter of the Speedway.	
Kunze Road	Realignment of the Kunze Road/Tower Road interconnection southward to meet Division 51 spacing standards.	Completed
Interstate 84	Improvements to the 1-84/Army Depot Interchange to facilitate 1-82/1-84 merge/diverge lanes.	

***Bicycle and Pedestrian Facilities***

Adequate bicycle and pedestrian facilities become more important in and surrounding population centers. As population increases, so does the total number of bicyclists and pedestrians. Goals and policies identified in Chapter 2 include the development of multi-use paths and trail systems and roadway design features to accommodate bicycles and pedestrians. The county has developed a bicycle and pedestrian plan to promote bicycle, pedestrian, and other non-motorized forms of travel.

Two bicycle and pedestrian facilities recommended in the original TSP have been or are currently being built. In South Morrow county, a multi-use pathway extending from the City of Heppner to the swimming pool has been constructed. There is interest in extending that pathway to connect the Town of Lexington and City of Ione. On the north side of the county, the Columbia River Heritage Trail, a multi-use pathway along the Columbia River, continues to be developed. The trail currently provides a connection between Boardman and Irrigon through the Wildlife Area but only seasonally, providing a comfortable refuge is closed between October 1 and January 31 each year, leaving a gap which might otherwise be an intra-city connection year-round. The Heritage Trail is primarily an off-road, unimproved path located along the Columbia River on land owned by the Army Corps of Engineers. Horseback riding along the ACOE sections is very popular. The Concept Plan envisions a more refined and improved surface that would allow, at a minimum, an asphalt bikeway connection between Irrigon and Boardman, way route option. The Trail has seasonal closures and an alternative link in off-season. The Heritage Trail in Boardman runs along Tom's Camp Road, Wilson Lane, Main Street and Marine Drive. East of Boardman the trail turns south along Ullman Boulevard to Columbia Avenue, continuing along Columbia through the wildlife refuge. From Irrigon it continues to the Umatilla County line, connecting with Umatilla County's Lewis & Clark Trail. Additional connections to the existing portions of the Heritage Trail are needed to enhance its accessibility. Extension of the trail west of Boardman is planned.

The option to modify roadway design standards to include facilities for bicycles and pedestrians was also considered. Bicycle and pedestrian facilities can be developed at a variety of levels, from grade-separated pathways to shared roadway facilities. Because county roads serve mainly rural areas, the proposed modification to the roadway standards will include a widened roadway shoulder for pedestrian and bicycle travel.

All of these actions should be included in the TSP in order to increase safety and mobility for non-motorized travel. In addition, the county will work with the cities in the creation of their respective TSPs to develop bicycle and pedestrian projects within the urban growth boundaries.

### Public Transportation

The need for public transportation will continue to grow as not only the population and regional travel demand increases, but also as the County's population ages and increases demand for on public transportation systems. The most recent Morrow County Coordinated Human Services Plan identified public transportation needs related to information and marketing, geographic coverage and connections, temporal coverage (i.e., late night/early morning service), organizational structure, technology, operations, and underserved markets. The City of Heppner TSP also identified issues and opportunities related to information and marketing, technology, operations, and markets for transit service. The Hermiston – Boardman Connector / Port of Morrow Circular Report identified the need for fixed-route services within and between

Morrow and Umatilla Counties, in particular for shift worker commutes and regional resources such as medical facilities and shopping destinations. In addition to transit services, bicycle and pedestrian improvements near bus stops should be implemented to provide safe and convenient access for all users.

### Summary Of Recommendations

The recommendations of the alternatives analysis are summarized in Table 5-8. As shown in the table, it is recommended that all projects listed for county transportation facilities be implemented and included in the Morrow County TSP. These recommendations reflect input by the state, county, jurisdictions, and residents. All projects are supported by the evaluation criteria and will assist in meeting the county's goals of improving safety and mobility, improving the quality of life for its residents, increasing opportunities for non-motorized forms of transportation, and providing for economic growth. Chapter 6 discusses the implementation of these actions for Morrow County.

Option	Recommended Action
1. Construct projects identified in the STIP	Implement
2. Construct county-identified projects	Implement
3. Complete Port of Morrow recommended projects	Implement
4. Upgrade structurally deficient and functionally obsolete bridges	Implement
5. Develop bicycle, pedestrian and equestrian facilities, including the Heritage Trail	Implement
<u>6. Enhance public transportation services and facilities</u>	<u>Implement</u>
6-7. Perform recommended maintenance measures at the Lexington-Morrow County Airport to avoid more costly repair work.	Implement
7-8. Implement TDM Strategies	Implement

## CHAPTER 6 TRANSPORTATION SYSTEM PLAN

### Public Transportation Plan

Public transportation in Morrow County is currently limited to ~~dial-a-ride demand-response service for older adult and physically challenged residents, and regional bus service provided by Greyhound and Estrella Blanca.~~

Greyhound and Estrella Blanca operates private transit bus lines throughout the United States, with Both have a daily route that travels through Morrow County with a scheduled stop in Boardman Stanfield (no stops in Morrow County). Greater service options are available in Hermiston and Pendleton in Umatilla County and north in Pasco, Washington. Service is provided to various cities along routes to Portland, Seattle, and Boise, where connections can be made to other destinations. Existing and expected population in Morrow County suggest that Greyhound should schedule additional stops in Boardman and a new stop in Irrigon.

Morrow County operates The Loop, demand-response service for residents of and visitors to Morrow County. Service is provided on weekdays between 8 a.m. and noon and between 1 and 5 p.m. In addition to The Loop's demand-response service for all populations, CareVan Medical Transportation provides service for the Good Shepherd service area, including travel to Hermiston, Echo, Stanfield, Umatilla, Irrigon, and Boardman. Service operates from 8:30 a.m. to 6:00 p.m. on weekdays. Needs from other planning Those services could benefit from efforts include increased marketing and education of these services, expanded late night/very early morning service (in particular for Port of Morrow shift employees), improved technology such as dispatching and scheduling software as well as onboard wi-fi, and long-term staffing, in light of the current limited volunteer drivers.

Expanded service is also a future need. A high priority is the Hermiston – Boardman Connector (in partnership with Kayak Public Transit and Umatilla County) and the Boardman – Port of Morrow Circular. The recommended routes and stops for these services can be found in detail in the Hermiston – Boardman Connector / Boardman – Port of Morrow Circular Report. These expanded services will also require new shelters and would ideally be served with public restrooms and garbage receptacles. Other future planned services include Heppner – Boardman and Arlington – Boardman connections. The City of Heppner TSP identifies a feasibility study for fixed-route service and expanded demand-response service within Heppner as well. Additionally, to support current Port activities the development happening at the East Beach Industrial Park, this TSP supports vanpool and shuttle type transit to move workers from residential centers to employment centers.

Existing services and future increases to service call for additional transit vehicles and expanded storage and maintenance, park-and-ride, and transit center facilities. Morrow County will need to identify the location for these facilities, with a preliminary site identified in Boardman. Facilities should be located geographically close to where services operate to reduce "deadhead" miles and time where the vehicle is being driven, but not in service. For park-and-rides, locating these facilities off major roadways and highways will reduce the need for regional bus services to deviate onto local streets to pick-up passengers. For transit centers, being walkable and bikeable to activity centers is key. Considering the future planned services, the Boardman area would be best-suited for multiple transit facilities and Irrigon would be well-suited for a park-and-ride. In Boardman, areas near USPS, City Hall, and the SAGE Center would be appropriate locations for a transit center, being in walkable and bikeable areas with activity centers nearby. For park-and-rides, undeveloped areas near the SAGE Center and Port of Morrow Interchange (I-84/Laurel Lane) as well as planned public parking lots in Irrigon near US 730 and First Avenue are suitable locations. The undeveloped areas near the SAGE Center and Port of Morrow Interchange, and County or ODOT-owned lands along US 730 between Boardman and Irrigon would be appropriate for storage and maintenance facilities, so long as they are close to future services while still providing more space for future growth.

Transportation services to older adults and physically challenged residents of Morrow County are provided by Morrow County Special Transportation, a para-transit provider. Services



~~provided include dial-a-ride services, client transportation, and medical transportation, all provided by volunteer drivers. The operation includes three buses in Heppner serving mid-county, and one bus and one car in both Boardman and Irrigon. Operations are funded through a grant from the Public Transit Division of ODOT.~~

~~The TPR exempts communities with a population of less than 25,000 from including mass transit facilities in their development regulations. The para-transit services provided by Morrow County Special Transportation are adequate to meet existing and projected transit needs, and fixed-route public transit is unlikely to be needed within the 20-year planning horizon of the TSP under currently projected conditions. However, Morrow County strongly supports transit use.~~

~~The County will continue to promote private transit service to provide connections to major employment sites and regional airports, both within Morrow County and for linkages to Umatilla County, and periodically will re-evaluate the need for public transit in the County. Should the Oregon National Guard proceed with major military training facility, as is being discussed, additional transit service may be justified to and from Umatilla County.~~

~~Additionally, to support current Port activities the development happening at the East Beach Industrial Park, this TSP supports van-pool-type transit to move workers from residential centers to employment centers.~~

## CHAPTER 7 FUNDING OPTIONS AND FINANCIAL PLAN

### Property Taxes

Property taxes are often considered as a primary revenue source for raising general fund revenues. Revenue from property taxes can be used to fund public transportation services or improvements through general fund transfers. Property taxes may be permanent (tax base levies), directed to specific projects (bond levies), or be in effect for a limited amount of time (serial levies). Tax base levies are the most common type used. Over the last two decades, the use of property taxes for raising general fund revenues has been restricted through a series of ballot initiatives. The first, Measure 5, restricted the non-school tax districts to \$1Q per \$1,000 of assessed value and the total tax to \$15 per \$1,000 of assessed value. In May 1997, Measure 50 passed, which rolled back property taxes to 1994-95 levels and limited future increases to 3 percent annually, while requiring that jurisdictions prioritize funding for public education and safety. These restrictions typically decrease the amount of funds available to cities and counties for application to the transportation system. Given that property tax revenues will likely continue to be limited for all governmental uses, public transportation projects will have to compete with other government services. Morrow County has substantial amounts of undeveloped industrial property under the control of the Port of Morrow. As this property is developed, the increased assessed values will increase property tax revenues. However, the county should not consider property taxes to be a major source of new roadway-public transportation improvement funds in the future.

**Entire TSP April 13, 2022 Version**



## **Morrow County**

### **~~2012~~ Transportation System Plan**

**Effective February 22, 2012**

**Appendix B Effective July 1, 2017**

**Amended April 13, 2022**

# Morrow County 2012 Transportation System Plan

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## CHAPTER 1 INTRODUCTION

Morrow County prepared its original Transportation System Plan (TSP) in 1997 as part of its overall Comprehensive Plan, as required by Oregon Revised Statute 197.712 and the Transportation Planning Rule (TPR) Oregon Administrative Rule) 660 Division 12 developed by the Department of Land Conservation and Development (DLCDD). The TPR and its provisions are designed to encourage the development of a planning process that allows development of future transportation facilities, protects the operation of existing and future transportation facilities, coordinates the review of land use decisions, and promotes safe and convenient pedestrian and bicycle circulation. Oregon counties and cities over a certain size are required to develop TSPs and supporting implementation ordinances to carry out the TPR goals at the local level. Local jurisdictions are required to update their TSPs every 5 to 7 years.

In 2005, a major update to the TSP was completed with the intent that the plan would guide transportation system development for the next 20 years. It was understood that the plan would need to be periodically updated to ensure it remains current and meets county needs. Minor updates were completed in 2006, 2007, 2009, and 2010 in the spirit of keeping the plan current.

The ~~current version, the 2012 major update, will replace~~ ~~replaced~~ the TSP in its entirety and ~~is being~~ ~~was~~ designed to support transportation growth for the next 5 to 7 years and address a 20-year planning horizon. To limit the number of potential short-term amendments and support easier maintenance of the project lists, some portions of the TSP are being rearranged, most notably, the project list is being moved to the appendix.

[The current version, the 2022 minor update, provided substantial transit content updates to reflect changes to transit service and branding, more-recent planning efforts for near-term transit improvements, and the need for other supporting transit infrastructure in Morrow County.](#)

### PLAN ORGANIZATION

Morrow County was assisted with the preparation of the 2005 plan by CTS Engineers, with assistance from the Mitchell Nelson Group, under a Transportation Growth Management grant. ~~This~~ ~~The 2012~~ major plan update ~~is being~~ ~~was~~ accomplished by planning staff with support from a technical advisory committee. [The 2022 minor update was prepared by planning staff with support from Kittelson & Associates, Inc.](#)

Chapter 2 introduces the plan's goals and policies. These transportation-related goals and policies, developed over time, guide the process and give direction to the development of future system improvements. The goals and policies ensure not only that the plan meets the intent of the TPR, but that it strives to meet the interests of the county.

Chapter 3 assesses existing conditions, and identifies the issues that currently face the county. This chapter discusses transportation issues and opportunities, current land use and population, and existing transportation facilities.

Chapter 4 discusses future conditions, including the projected areas of future population growth and transportation demand, as well as the future needs for greater connectivity. These future conditions represent the setting under which transportation alternatives can be compared.

Chapter 5 develops alternatives that reflect Morrow County's goals and policies, and addresses the identified existing and future transportation issues and needs.

Chapter 6 presents the specific actions necessary to implement the plan's preferred alternative. The chapter also recommends actions regarding future opportunities; land-use requirements, including development, right-of-way, and access management; and recommendations for transportation facilities and operations, including road standards and connectivity.

Chapter 7 evaluates funding sources for transportation improvements and presents funding options and a financial plan for meeting the recommended improvements identified in the TSP.

In Chapter 8, the plan is discussed in relation to the Transportation Planning Rule and addresses each of the required elements of the TPR.

The [2012](#) TSP [update](#) maintains most of the assumptions made and used in the 2005 TSP. Planning staff asserts that the conditions in place in 2005 have not changed significantly for the majority of the County with one exception: the development at the Port of Morrow within the area now commonly known as the East Beach Industrial Area. Planning and Public Works staff, with assistance from the Oregon Department of Transportation (ODOT), have updated many of the components within [this](#) 2012 version [and subsequent 2022 minor update](#).

The TSP is required by the State of Oregon Transportation Planning Rule, OAR 660 Division 12, developed by the DLCDC and ODOT. The TPR requires all jurisdictions to develop a transportation plan that includes the following elements:

- Roadways
- Transit
- Bicycle and pedestrian facilities
- Air, rail, water, and pipelines
- System alternatives
- Financing
- Policies and ordinances for implementation.

In addition, the TPR requires local jurisdictions to adopt land-use code amendments to protect transportation facilities, coordinate their plans with other jurisdictions, and encourage the development of bicycle and pedestrian facilities.

## PHYSICAL SETTING

Morrow County is located in northern Oregon approximately 150 miles east of Portland and 30 miles west of the City of Pendleton. The county is bordered by the Columbia River to the north, the Umatilla National Forest to the south, and Gilliam and Umatilla Counties to the east and west, respectively. Grant and Wheeler Counties share the southern border of Morrow County.

The topography within this 2,065-square-mile area varies from lowlands along the Columbia River to the Peak of Black Mountain, nearly 6,000 feet above sea level. The county is largely rural in nature, although it has five incorporated cities: Boardman, Heppner, Irrigon, Lone, and Lexington. There also are six unincorporated rural centers: Cecil, Morgan, McNab, Ruggs, Hardman, and Lena. None of the county's rural centers are designated as rural communities under Oregon State law. Boardman is Morrow County's largest city, followed by Irrigon and

Heppner. This TSP focuses on the unincorporated areas of the county up to the urban growth boundaries of the incorporated cities.

The northern part of the county, home to Boardman and Irrigon, is moderately urban, especially along the I-84 corridor just south of the Columbia River. The southern part of the county is very rural. Industry is primarily natural-resource based, with agriculture, lumber, hydroelectric power generation, and food processing as the principal industries.

## **PUBLIC INVOLVEMENT, REGULATORY REQUIREMENTS, AND PLAN HISTORY**

Public involvement is key to an effective planning process. The TSP process was guided by members of a technical advisory committee (TAC), which was instrumental in developing the 2011 TSP. Participating members of the TAC are as follows:

- Ron McKinnis, Port of Morrow
- Carla McLane, Morrow County Planning Director
- Bob Nairns, Morrow County Assistant Public Works Director
- Burke O'Brien, Morrow County Public Works Director
- Teresa Penninger, ODOT
- Jeff Wenholz, Morrow County Planning Commission member.

Additional key elements of the public involvement process focused on the plan approval process, which took place in 2011 with the final adoption in January 2012. The process included meetings with the county planning commission and the county court, and culminated in the adoption of the plan. Modifications to the Morrow County Zoning Ordinance and Subdivision Ordinance, if identified, will be accomplished at a later time.

The county's first TSP was adopted in 1997, with the first update being completed in 2005. Both the original plan and the 2005 update were done with the support of Transportation Growth Management (TGM) funding and completed by consultant teams. Since then, the plan has been updated by Morrow County Public Works and Planning staff.

A minor update was done in 2006 to amend Tables 5-5 and 6-10 added the Brenner Canyon and Valby Road Project to the long-term projects list. That action also changed the status of Brenner Canyon Road to a minor collector from a local road. The 2007 minor amendment accomplished the following tasks: updated the long-range system projects tables, removed the short-term projects, and added a new 5-year project plan, added a table to support Figure 3-1, Functional Classification, and amend the goals and policies to reflect the adopted policies in support of the speedway project in 2002. The speedway policies were not incorporated by the consultant who prepared the 2005 update.

The 2009 update amended the list of Major Collectors and Minor Collectors to reflect the Federal classifications. The Blue Mountain Scenic Byway language was updated and a map was added. Forest Highway Agreement roads language and a map were also added. The Bridge Deficiency Table (Table 3-5) was updated to reflect the repair/replacement of Clarks Canyon Road/Padberg Bridge. The tables in Chapter 6 Transportation System Plan showing facilities recommended improvements were updated to reflect increased costs for future projects on Depot Lane and the Port of Morrow East Beach development. Finally, a 5-lane roadway standard was added to facilitate development of the proposed speedway.

## CHAPTER 2 GOALS AND POLICIES

### INTRODUCTION

Morrow County recognizes the importance of its transportation system to the long-term health and vitality of the County. Well-designed roadways contribute to the ability of an area to accommodate additional growth and development. Deficiencies in the system affect user safety and their perception of a community's character and livability. As part of this Transportation System Plan (TSP), a series of goals and policies were designed to guide the development of the transportation system over the next 20 years.

The goals and policies included in this plan have been developed by several technical advisory committees (TAC), working under the requirements of the 1991 Oregon Transportation Planning Rule (TPR), during various plan amendments. The goals and policies developed for this process reflect both the required elements of the TPR and the interests of the County.

Goals are general in nature. Each goal focuses on a particular aspect of the transportation system or the relationship between transportation and the viability of the County. The first nine goals of this TSP are coordination/process, land use, economic development, quality of life, transportation modes available in the County, and finance. A tenth goal focuses on the proposed speedway project.

Because they are general in nature, goals are difficult to implement and, therefore, make gauging plan success difficult. To assist in plan implementation, a series of policies has been developed for each goal. Policies are specific steps to be taken in plan implementation to ensure that the goals are met. Policies are directive and often outline plan requirements.

The following section presents the goals and policies of Morrow County. These goals and policies will assist in prioritizing individual transportation projects to ensure that limited transportation funding is expended efficiently to promote the development of a healthy transportation system.

### GOALS AND POLICIES

#### Goal 1 Coordination/Process

Ensure that the Morrow County TSP is coordinated with other transportation providers, meets applicable regulations, and considers the needs of all transportation system users.

- Policy 1.1.** Coordinate the preparation of the TSP with transportation providers in Morrow County, including the cities of Boardman, Irrigon, Lone, Heppner, and Lexington, and the Oregon Department of Transportation (ODOT).
- Policy 1.2.** Coordinate design standards with the cities within the county.
- Policy 1.3.** Coordinate transportation planning with the Port of Morrow.
- Policy 1.4.** Coordinate with ODOT for improvements on state facilities that could affect county facilities, through a ministerial or similar staff-level review

process to allow the County Public Works Department the opportunity to review improvement plans prior to final design.

- Policy 1.5.** Coordinate transportation planning with adjacent counties.
- Policy 1.6.** Fulfill the transportation planning requirements of ODOT and the Department of Land Conservation and Development (DLCD).
- Policy 1.7.** Participate actively in the North East Area Commission on Transportation (NEACT) to promote inclusion of transportation improvement projects in Morrow County in the Statewide Transportation Improvement Program (STIP).
- Policy 1.8.** Use a 20-year time horizon for all transportation planning.
- Policy 1.9.** Review annually and update the capital improvement program. Update the plan elements periodically, in conjunction with the periodic update of the county comprehensive plan, or every 5 years.
- Policy 1.10.** Evaluate the needs of all of the county's population groups, including transportation disadvantaged groups, such as older adults, young, physically challenged, and low-income residents.
- Policy 1.11.** Evaluate the needs of commercial users, including manufacturing, timber, agricultural, and recreational users.
- Policy 1.12.** Include consideration of urban issues, as appropriate, and rural issues in the TSP.
- Policy 1.13.** Provide extensive opportunities for public input throughout the transportation planning process.
- Policy 1.14.** The primary function of the 1-84/US 730 interchange is to facilitate statewide and inter-urban and inter-regional travel to/from the 1-84 corridor. A secondary function is to provide interregional connectivity via the US 730 corridor. A Regional Highway and a Federally Designated Truck Route, US 730 provides regional connectivity between numerous local jurisdictions and the 1-82/1-84 interstate highways.
- Policy 1.15.** The primary function of the POM interchange is to provide truck and vehicular access to the POM, allowing goods to be transported between the Port and destinations in Oregon, Washington, and Idaho via 1-84. A secondary function is to provide access to the residential areas and farm lands on the south side of 1-84 and east of the City of Boardman via Laurel Lane, a City arterial.

## **Goal 2 Land Use**

Support land-use planning with appropriate transportation improvements.

- Policy 2.1.** Design all new roadways to meet county and state adopted road design standards, as a minimum.
- Policy 2.2.** Identify and reserve future road corridors.

- Policy 2.3.** Require new development proposals, plan amendments, and zone changes to conform to the TSP as required of the TPR.
- Policy 2.4.** Require new development to provide appropriate access to the transportation system.
- Policy 2.5.** Require new development to identify transportation impacts and provide appropriate mitigation.
- Policy 2.6.** Require new development to dedicate right-of-way for transportation system improvements where appropriate. Establish procedures for the dedication of right of way necessary for the transportation system.
- Policy 2.7.** Use current state statute and rule to acquire right of way necessary for the transportation system.
- Policy 2.8.** Use current state statute and rule to abandon right of way no longer needed for the transportation system.
- Policy 2.9.** Use adopted ODOT access management standards for state facilities and proposed access management standards in this TSP for county facilities.
- Policy 2.10.** Request an exception to any statewide goal before the construction of roads, highways, and other transportation facilities and improvements not otherwise allowed outright on resource lands (EFU and FU zones).

### **Goal 3 Economic Development**

Enhance economic development through transportation improvements.

- Policy 3.1.** Support transportation system improvements that contribute to economic development opportunities.
- Policy 3.2.** Pursue opportunities to improve access to business and employment centers for all modes of travel.
- Policy 3.3.** Pursue opportunities to improve access to tourist and recreation sites, such as the Columbia River Heritage Trail and the County Off-Highway Vehicle (OHV) Park, for all modes of travel.

### **Goal 4 Quality of Life**

Promote a high quality of life in Morrow County by providing a well-developed transportation system that is appropriate to its surroundings.

- Policy 4.1.** Consider community character when providing transportation system improvements in the urban growth areas.
- Policy 4.2.** Maintain the rural character of the county in the areas outside the designated urban areas.
- Policy 4.3.** Promote and maintain the Blue Mountain Scenic Byway corridor through the Blue Mountains of Morrow County.

## **Goal 5 Roadway System**

Provide and maintain a safe, efficient roadway system to provide mobility throughout the county.

- Policy 5.1.** Design and construct all new roadways to the county's adopted road design standards, as a minimum.
- Policy 5.2.** Preserve the transportation system through regular maintenance.
- Policy 5.3.** Use the county's established procedure to set speed limits.
- Policy 5.4.** Provide roadway channelization (striping, turn lanes) where needed, using American Association of State Highway Officials standards.
- Policy 5.5.** Use the *Manual on Uniform Traffic Control Devices* for traffic signal and signing standards.
- Policy 5.6.** Establish criteria for the design of surface water retention for transportation facilities.
- Policy 5.7.** Improve connectivity within the County by identifying and working to improve additional road corridors.
- Policy 5.8.** Improve emergency vehicle access to the transportation system.
- Policy 5.9.** Emphasize work zone safety for all workers.
- Policy 5.10.** Identify emergency routes for priority in snow plowing or other circumstances where access is restricted.
- Policy 5.11.** Use the County Road Committee to identify and prioritize modernization, preservation, and construction projects.
- Policy 5.12.** Use the *Highway 730 Corridor Refinement Plan* and the Interchange Area Management Plans for the Port of Morrow and I-84/U.S. 730 interchanges to further guide roadway system improvements.

## **Goal 6 Bicycle, Pedestrian, Equestrian, and Transit Modes**

Support the use of other modes of transportation (bicycles, pedestrians, equestrians, and transit) through effective transportation improvements.

- Policy 6.1.** Include design features, such as widened shoulder areas, to accommodate bicycles, pedestrians, and equestrians in the county roadway design standards.
- Policy 6.2.** Include design features, such as pullout areas and turnarounds, to accommodate school bus use in the county roadway design standards, in coordination with school bus providers.
- Policy 6.3.** Continue development of the Columbia River Heritage Trail, and other similar facilities, for recreational uses.
- Policy 6.4.** Support the efforts of private transit systems within the county, such as transporters for older adults.



- Policy 6.5.** Encourage the development of additional transit opportunities for transportation-disadvantaged groups within the county.
- Policy 6.6.** Coordinate with ODOT and the cities to construct bicycle and pedestrian improvements in unincorporated areas within urban growth boundaries.
- Policy 6.7.** Encourage and support development of van pool opportunities to move workers from population centers both within and outside of the county to job centers within the county.

### **Goal 7 Air Transportation**

Support the local and regional air transportation needs of Morrow County.

- Policy 7.1.** Provide and maintain airport facilities to serve general aviation needs.
- Policy 7.2.** Expand airport facilities as necessary to support future service needs.
- Policy 7.3.** Coordinate with the Oregon Department of Aviation when preparing airport planning documents and reviewing proposed land use development in the vicinity of the airport.
- Policy 7.4.** Encourage the establishment of passenger and freight air service in the future.
- Policy 7.5.** Maintain minimum operating standards for the county's airports as required by the Federal Aviation Authority.
- Policy 7.6.** Establish appropriate land uses near airports that are compatible with airport noise levels and support airport operations.

### **Goal 8 Freight and Goods Movement**

Promote efficient movement of freight and goods throughout the county.

- Policy 8.1.** Develop a freight and goods mobility strategy in conjunction with the Port of Morrow and others interested in freight and goods movement.
- Policy 8.2.** Evaluate roads with weight restrictions and develop an improvement strategy for those that adversely affect freight and goods mobility.
- Policy 8.3.** Encourage improvements to rail freight facilities by encouraging improved intermodal connections.
- Policy 8.4.** Establish rail crossing standards for county roads.
- Policy 8.5.** Support the development of passenger rail service.
- Policy 8.6.** Support rail development at the Port of Morrow through the TSP and the zoning ordinance.

### **Goal 9 Finance**

Use a fiscally sound approach to financing transportation system improvements.

- Policy 9.1.** Develop a financial strategy for funding transportation system improvements.

- Policy 9.2.** Explore innovative funding methods, such as system development charges, to finance transportation system improvements.
- Policy 9.3.** Coordinate with other transportation users and providers to seek joint funding opportunities for transportation system improvements.
- Policy 9.4.** Actively seek available funding sources for transportation system improvements.

## **Goal 10 Oregon Motor Speedway**

The following policies are incorporated based on the adoption of Ordinance MC-C-2-02 on July 10, 2002, which amended the *Morrow County Comprehensive Plan*, the *Morrow County Transportation System Plan*, and the *Morrow County Zoning Ordinance* to allow for the siting of a speedway and related facilities adjacent to the Boardman Airport.

- Policy 10.1.** As required by the *National Environmental Policy Act*, the Port of Morrow, in coordination with the Oregon Department of Transportation and the Federal Highways Administration, shall examine and analyze transportation network alternatives that might reasonably accommodate traffic generated by the speedway during peak events. The study shall determine whether reasonable transportation alternatives exist that are feasible to develop and meet ODOT's needs better than the transportation improvements authorized by this plan. If such alternatives exist and are desired by ODOT, the Port shall apply to Morrow County for TSP amendments, including goal exceptions, if necessary, to substitute those transportation improvements for authorized improvements that would no longer be required.
- Policy 10.2.** Required transportation improvements may be developed in stages as authorized by ODOT.
- Policy 10.3.** As part of the site development review process for the Oregon Motor Speedway, the speedway owner or operator shall prepare and submit to Morrow County detailed traffic management and event management plans identifying traffic management measures, including access, circulation, and parking management measures, and event management measures to be employed during mid-sized and peak Speedway events. Those measures shall be designed to ensure reasonable roadway access, circulation, and movement for non-speedway-generated traffic traveling within or through the Boardman area before and after Speedway events. The traffic management plan shall be prepared by a licensed traffic engineering firm in coordination with ODOT, the City of Boardman, Morrow County, and the Port of Morrow.
- Policy 10.4.** Unless otherwise agreed to by federal, state or local transportation providers, the Oregon Motor Speedway operator or any successors in interest shall be responsible for payment of all expenses associated with implementing the speedway's traffic management plan.
- Policy 10.5.** Unless otherwise agreed to by federal, state or local transportation providers, the Oregon Motor Speedway operator or any successors in interest shall be responsible for payment of all expenses associated with

implementing the specific transportation improvements required for compliance with the Transportation Planning Rule.

**Policy 10.6.** Implementation of the Speedway's traffic management plan shall be an ongoing condition of approval for the speedway. Failure to substantially comply with the traffic management plan or to pay the expenses associated with implementation of that plan shall be a basis for enjoining operation of the speedway.

**Policy 10.7.** The Oregon Motor Speedway operator or any successor in interest shall work cooperatively with emergency service providers and affected state and local governments and agencies to develop one or more interagency agreements to prepare and implement a traffic management plan.

## **CHAPTER 3 EXISTING CONDITIONS AND INVENTORY**

### **INTRODUCTION**

This chapter provides an inventory of the existing transportation system, and other information relevant to system operation. It specifically addresses the following topics:

Existing land use and population  
Transportation facilities.

Data used to complete the 2011 TSP were collected from several sources. Specific issues to be considered in the 2011 plan were identified by the Road Committee, Planning and Public Works staff, and TAC members.

### **EXISTING LAND USE AND POPULATION**

Land use and population play key roles in determining the demand on the transportation system. Land use has an impact on what kinds of roads are needed and where they can be located. Changes in population and employment, together with historical trends in traffic volume, are used to predict changes in vehicle trips that will drive future system use and, thus shape future system configuration.

#### **Existing Land Use**

Morrow County's topography plays a large role in how the land is used. The Columbia River borders the northern edge of the county. South of the river, lowlands gently rise to the Umatilla forest, which occupies the southern part of the county. The road system generally follows drainage corridors in the south county, and is straight and rolling in the north county.

The major population center, commercial operations, and transportation facilities all are located in the northern part of the county, near the river, along with the port facilities, including docks and loading facilities. Interstate-84, the major east-west route across the county, parallels the river, as does the Union Pacific rail line. The lowlands south of the river are well suited to agriculture. This area is characterized by large tracts of land, including some of which is used for farming. The U.S. Navy's bombing range and the U.S. Army's Umatilla Chemical Depot also occupy a large portion of northern Morrow County and affect land use, road placement, and traffic patterns. Logging, recreation, and grazing are the major activities in the forested area.

Because land uses in the county are largely agricultural related, the population is sparse. Most of the population is concentrated in the Irrigon-Boardman area, which also provides most of the land available for urban development. Smaller population centers are Heppner (the county seat), Lexington, and Lone.

#### **Existing Population**

Between the 2000 census and the 2010 census, Morrow County's population increased by about 1.6 percent, or 178 residents (Table 3-1). Countywide growth from 2000 to 2010 averaged about 0.2 percent per year, compared to about 3.7 percent per year from 1990 to

2000. Most of the recent growth has occurred in the northern part of the county. County population growth reflects employment changes, which have been concentrated in the northern part of the county and in adjacent areas of Umatilla County.

<b>TABLE 3-1. Recent Census Data.</b>				
<b>City/County Area</b>	<b>2010 Census Count</b>	<b>2000 Census Count</b>	<b>1990 Census Count</b>	<b>Growth(%)</b>
Boardman	3220	2,855	1,387	12.8
Heppner	1291	1,395	1,412	-7.5
Ione	329	321	255	2.5
Irrigon	1,826	1,702	737	7.3
Lexington	238	263	286	-9.5
Unincorporated Area	4,269	4,459	3,548	26
<b>Total</b>	<b>11,173</b>	<b>10,995</b>	<b>7,625</b>	<b>1.6</b>

**Potential Growth/Traffic Impact**

**Growth**

The Office of Economic Analysis (OEA) publishes population data prepared by Portland State University for all Oregon counties. The 2010 U.S. census, shows a population of 11,173 for Morrow County, an increase of 1.6 percent over the 2000 census count.

In evaluating existing land uses and population, as well as its distribution, the issue of potential growth and resulting traffic impact should be considered. Two types of growth are anticipated. One is the growth in residential housing development. This will likely take the form of new subdivisions on currently vacant land within the UGBs and in rural residential areas outside of UGBs. These vacant parcels are distributed largely south and west of Irrigon and south and west of Boardman.

The other opportunity for growth is through economic development led by expansion of Port of Morrow industrial facilities throughout the county. Throughout its 30-year history, the Port has developed a significant inventory of developable land at its three industrial park sites: the Boardman Industrial Park, located east of Boardman and north of U.S. 730; the Airport Industrial Park, located west of Tower Road; and the South Morrow Industrial Park, located at the Kinzua sawmill complex just outside the City of Heppner.

**Traffic Impact**

The traffic impacts of these growth opportunities differ. The impact of residential development will require transportation planning to ensure adequate connectivity between new development and existing highway and road corridors. Creating block length and cross-circulation standards for new residential and commercial development will be an important element of the county's access management strategy.

Development of Port facilities will generate the need to upgrade transportation facilities including highway, rail, and barge facilities. In addition to maintaining the continued orderly movement of goods through the Port of Morrow, ensuring that the work force have adequate access to the Port's industrial facilities will be important. A portion of this work force may use bike or pedestrian facilities to gain access, but major emphasis will continue to be focused on an interconnected system of roadways.

Another impact expected by the growth within the Port of Morrow is the need for improved access to its east industrial site. This site is a portion of the Boardman Industrial Park. It is located north of 1-84 and west of U.S. 730. A new access to this industrial area is being developed near the 1-84-U.S. 730 interchange, as discussed in the roadway interchange management plan (IAMP).

### Roadway Existing Needs

Morrow County maintains jurisdiction for design, construction, and maintenance of county roadways within its boundaries. It also maintains jurisdiction for non-state facilities located outside of city limits, but inside the cities' urban growth boundaries. Towns and cities within the county are responsible for their own facilities. The Oregon Department of Transportation (ODOT) is responsible for design and construction of state facilities.

Ordinances and design standards for county roadways are described in the county's subdivision ordinance. Design standards for bicycle and pedestrian facilities in the county are limited and are included in county roadway design standards developed in Section 6 of this TSP. Existing functional classifications for county roads are listed in Table 3-2 and shown in Figure 3-1.

<b>Major Collectors</b>	<b>Miles</b>	<b>Minor Collectors</b>	<b>Miles</b>
Basey Canyon Road	2.89	Baker Lane	9.72
Big Butter Creek	14.4	Balm Fork Road	8.99
Bombing Range Road	19.5	Baseline Lane	6.25
Coalmine Hill Road	2.34	Brenner Canyon Road	3.26
Columbia Lane	2.39	Buttermilk Canyon Road	5.84
Dry Fork Road (part)	3.0	Clarks Canyon Road (part)	6.65
Fairview Lane	2.69	Coalmine Hill Road	3.69
Frontage Lane	5.95	County Line Road	2.15
Homestead Lane (part)	4.0	East of Morphine Lane	11.5
Ione-Gooseberry Road	19.42	Ella Road	9.34
Kunze Lane (part)	4.6	Fuller Canyon Lane	8.35
Little Butter Creek (part)	17.73	Hale Ridge Lane	0.50
Main Street - Boardman	0.25	Homestead Lane	3.0

**Table 3-2**  
**County Road Functional Classifications and Associated Lengths**

<u>Major Collectors</u>	<u>Miles</u>	<u>Minor Collectors</u>	<u>Miles</u>
<u>McNab Lane</u>	<u>5.67</u>	<u>Ione-Boardman Road</u>	<u>0.5</u>
<u>Paterson Ferry Road (part)</u>	<u>5.0</u>	<u>Jordan Grade Road</u>	<u>1.59</u>
<u>Poleline Road</u>	<u>4.94</u>	<u>Juniper Road</u>	<u>7.77</u>
<u>Rhea Creek Road</u>	<u>18.37</u>	<u>Olden Lane</u>	<u>1.80</u>
<u>Ridge Road</u>	<u>5.59</u>	<u>Redding Road</u>	<u>1.81</u>
<u>Sunflower Flat Road</u>	<u>10.3</u>	<u>Sandhollow connector</u>	<u>0.56</u>
<u>Tower Road</u>	<u>0.45</u>	<u>N Sandhollow Road</u>	<u>4.08</u>
<u>Upper Rhea Creek</u>	<u>4.46</u>	<u>S Sandhollow Road</u>	<u>11.56</u>
<u>Willow Creek Road</u>	<u>19.76</u>	<u>Sanford Canyon Lane</u>	<u>4.92</u>
<u>Wilson Lane (part)</u>	<u>3.0</u>	<u>Tower Road</u>	<u>8.02</u>
		<u>Tupper Lane</u>	<u>3.7</u>
		<u>Upper Rhea Creek Road</u>	<u>20.04</u>
		<u>Valby Road</u>	<u>10.0</u>
<b>Column Total:</b>	<b>176.70</b>	<b>Column Total:</b>	<b>155.59</b>
		<b>Grand Total:</b>	<b>332.29</b>

Overlying the County's roadway jurisdiction and that of the City of Boardman are the Port of Morrow facilities. The Port is a participating agency, along with Boardman and Morrow County, in developing improvements needed to meet the requirements of industrial development. The Port of Morrow's facilities include the Boardman Industrial Park, the Airport Industrial Park, the East Beach Industrial Park, and the South Morrow Industrial Park. Standards necessary to meet the load rating requirements of port industrial users should be coordinated between Morrow County, the City of Boardman, the Port of Morrow, and ODOT.

## **County Roadways**

Evaluation of need relating to the County's roadway network falls in the following categories: maintenance of existing roadways; safety; capacity; and economic development.

### **Maintenance**

By far the most overwhelming need of the Morrow County road system is for maintenance. The county currently has 340 miles of pavement or hard-surface roads and 600 miles of gravel roadways. The county annually budgets to maintain the existing level of service and, where possible, to improve the service level.

### **Safety**

From available information about the safety record of county roadways, it is known that improvements should be scheduled to address existing needs. Safety improvements identified by county staff and other stakeholders are included in the recommendations in Chapter 6. Safety is also known to be an issue with respect to farm-to-market roadways. During the harvest season, the intermixing of slow-moving farm trucks and other forms of transportation can be an issue.

Because of the high number of crashes involving truck traffic and turning movements, U.S. 730 in Morrow County and Umatilla County has been designated as a safety corridor. Based on this designation, a U.S. 730 corridor refinement plan was completed in 2007. This refinement plan is an extension of this TSP, addressing development of U.S. 730 and the local street network adjacent to U.S. 730.

Two other safety issues also have been identified. The first is the need for an alternative to US 730 for circulation between Irrigon and Boardman in the event of an emergency at the Umatilla Army Depot or the Port of Morrow. The second is the need for a north-south connection between Boardman and Lone in addition to Bombing Range Road.

Concerns with access and circulation between the communities of Irrigon and Boardman and the Port of Morrow are addressed in the Interstate 84/U.S. 730 Interchange Area Management Plan. This is one of the two IAMPs ancillary to this TSP. The second is the Port of Morrow Interchange. (The two IAMPs and the Corridor Refinement Plan are represented on the map shown in Figure 3-2.)

A second north/south route addresses overall County circulation and safety and emergency vehicle access needs. It would provide both an alternative route for emergency vehicles and a fire break in an area of the County with extensive grasslands and predominately westerly winds. Finally, a north-south connection would ensure that the County would have one north-south roadway under its authority. The northern section of Bombing Range Road is presently controlled by the U.S. Navy. With the possibility of a military training facility being constructed on the Boardman Bombing Range, as was revealed to the County while the 2005 TSP was being prepared, concerns were raised over the potential for Bombing Range Road to be closed. While the military has expressed no desire to close Bombing Range Road, that possibility remains.



The second north/south route has historically been referred to as Lone-Boardman Road. The County has acquired a dedicated right-of-way that would allow construction of a road (Tower Road Extension) connecting the southern end of Tower Road to Highway 74 near Cecil, which would be useful for the western mid-County area. However, this indirect alignment would not fully meet the need for a second north-south connection.

The existing impediments to transferring Bombing Range Road to the county magnify the importance of the lone-Boardman Road as a second north-south connection. However, there are also impediments to constructing the lone-Boardman Road. Throughout the 1980's and 1990's Morrow County participated in negotiations with the State of Oregon and major property owners, including the Boeing Agri-industrial Company and Threemile Canyon Farms, to secure right-of-way for an lone-Boardman Road by extending Ella Road north to Boardman. This effort was hampered by a 2001 Multi-Species Candidate Conservation agreement with Assurances (MSCCM) for the Washington ground squirrel, ferruginous hawk, loggerhead shrike, and sage sparrow, in the event any or all of these species are listed in the future endangered or threatened.

The 2001 MSCCM was researched in the May 11, 2005, Federal Register as part of the 2005 TSP. The Federal Register states in part: "The majority of existing colonies (of Washington ground squirrel] (in Oregon and throughout the species' current range) are located on the Boardman Bombing Range and the Boeing tract, which contain the largest contiguous suitable Washington ground squirrel habitat. Although Boardman Bombing Range activities are not certain, they are not expected to change significantly in the foreseeable future."

The major military training facility now in the initial stages of planning by the Oregon National Guard would certainly significantly change activities on the Boardman Bombing Range in the foreseeable future. This information is not addressed by the May 2005 Federal Register or the 2001 MSCCM. The Oregon National Guard's plans for a military training facility on the Boardman Bombing Range create both an opportunity and an obligation to revisit the 2001 MSCCM and the ability to construct an lone-Boardman connection. Action steps to assist the County in pursuing this issue further are included in the 2005 TSP implementation program.

### ***Capacity***

Indications are that capacity-related issues on the County's roadway system are few. The one exception is roadways developed within the Port of Morrow's industrial parks, which will be required to serve increasing industrial development. These capacity issues are addressed in the IAMPs discussed earlier.

### ***Economic Development***

The most significant transportation system needs beyond maintenance are economic development requirements created in the Port of Morrow industrial parks. As industrial development continues in the Port, roadway expansion will be needed to accommodate increased vehicle capacity, turning movements, and increased weight load requirements. A list of projects created by anticipated economic development requirements is generated in Chapter 4 and screened in Chapter 5.

## **Buildable Lands**

Morrow County has significant tracts of buildable lands both within and just beyond the Boardman and Irrigon UGBs. The areas outside the UGBs are zoned rural residential and farm residential, zoning designations intended to recognize the existence of smaller lots outside of UGBs and allow continuation of single-family dwellings in areas where this development has been established. However, when the County increased the minimum lot area for residential development outside the UGB from 1 to 2 acres in 2000 to reflect official state policy discouraging development of smaller lots in rural areas, the potential development on these parcels was substantially reduced.

Other buildable lands are located south of Irrigon in the Division Street-4th Road area and west of Irrigon, north of U.S. 730. Buildable lands also are located south of the Boardman city limits, between Tower Road and Bombing Range Road. A portion of these lands is zoned farm residential, allowing 2-acre-minimum sized lots to be developed. The balance is zoned small farm 40.

These areas illustrate the need to develop minimum requirements for the creation of new county roads as development occurs. These new roadways should be built at intervals that meet Morrow County standards for block length. Requirements of this TSP suggest not more than 600 feet of roadway be developed in this area without interconnecting roadways. With a 2-acre-minimum parcel size for residential development, density will be very low. Local road standards are expected to be adequate for new internal roadways in these buildable lands. Actual roadway locations will be refined through the site development process.

In addition, access management is a critical issue, especially along U.S. 730, where standards are established for minimum spacing and new connections. The U.S. 730 corridor refinement plan provides access management standards and identifies improvements for the Morrow County segment of the highway. Standards presented in Chapter 6 recommend a minimum distance between connections for roads and highways elsewhere in the county.

## **TRANSPORTATION FACILITIES**

This section describes the components of the transportation system within the county. These include roadways, pedestrian, bicycle, equestrian, transit, rail, air, and other transportation facilities.

### **Roadway System**

As an agricultural area, Morrow County is especially dependent on its roadway system. The system is in good condition overall and currently functions generally well. Existing traffic volumes are relatively low, and existing delay is typically low. Outside of urban areas, the system is geared toward moving small numbers of vehicles over long distances. Five state highways, including 1-84, serve the county. Hundreds of miles of county roads, ranging from paved two-lane roads to narrow gravel roads, provide access between the state highways. This report describes and evaluates only roads currently classified or recommended to be classified as arterials or collectors.

Roadways in the county fall under the jurisdiction of Morrow County, ODOT, and the cities within the county. There are also numerous private roads, with significant facilities falling under the administration of the Port of Morrow. As discussed earlier, a significant portion of the Bombing Range Road is on land owned by the U.S. Navy with the county having limited authority granted via an easement.

### State Highways

State highways are the backbone of Morrow County's roadway system. They are used for virtually all of the through traffic in the county, and connect the cities and other population centers. State highway facilities in and near Morrow County are summarized in Table 3-3.

Morrow County is connected to the federal interstate highway system via 1-84, which parallels the Columbia River in the north end of the county. 1-84 links the county to 1-5 to the west through Portland, and to 1-80 and 1-15 to the south and east through the Boise, Idaho, and Salt Lake City, Utah, areas. Using the ODOT name and number classification, 1-84 west of the junction with U.S. 730 is called Columbia River Highway No.2, and east of the U.S. 730 junction, Old Oregon Trail No. 6. Nearby 1-82 links Morrow County to the Tri-Cities, Washington, across the Columbia River via the Umatilla Bridge.

**Table 3-3.**

<b>State Highways Service Morrow County</b>		
<b>State Highway Designation</b>	<b>Location Served</b>	<b>Highway Category</b>
1-84 (Columbia River Highway State Highway No. 2)	West of U.S. 730 through Boardman to Gilliam County, to 1-5 and Portland.	Interstate Highway
1-84 (Old Oregon Trail State Highway No. 6)	East of U.S. 730 to Umatilla County, to 1-80 and 1-15, Boise and Salt Lake City.	Interstate Highway
U.S. 730 (Columbia River Highway State Highway No. 2)	From 1-84, east through Irrigon to Umatilla County.	Regional Highway
OR 74 (Heppner Highway State Highway No. 52)	From 1-84, southeast through Cecil, Morgan, Ione, Lexington, Heppner, and Lena and Umatilla County.	District Highway
OR 207 (Lexington-Echo Highway State Highway No. 320)	From Lexington northeast to Umatilla County.	Regional Highway
OR 207 (Heppner-Spray Highway State Highway No. 321)	From Ruggs, south through Hardman to Wheeler County.	Regional Highway
OR 206 (Wasco-Heppner Highway State Highway No. 300)	East from Gilliam County through Ruggs to Heppner.	District Highway
Reference: ODOT (2004)		

Other state highways within the county are, from highest to lowest traffic volumes, U.S. 730 (Columbia River Highway No.2), which serves Irrigon and the Port of Morrow, and links 1-84 and 1-82 at Umatilla; OR 74 (Heppner Highway No. 52), which crosses the middle of the county from east to west, serving Ione, Lexington, and Heppner; OR 207, which crosses the county from north to south and is called the Lexington-Echo Highway No. 320 north of Lexington and the Heppner-Spray Highway No. 300 south of Ruggs; and OR 206 (Wasco-Heppner Highway No. 300) an east-west route terminating in Heppner.

While the 2005 Morrow County TSP was being prepared, the Oregon National Guard announced plans to create a major military training facility at the Boardman Bombing Range in north county. At the time this plan was prepared, the Oregon National Guard was evaluating several options, including rail barge and truck, for delivering heavy vehicles such as tanks to the bombing range. Any of these options could require improving the roadways serving the Bombing Range to meet load requirements. Analysis of roadway improvements to serve movement of both tanks and personnel for a tank training facility on the Bombing Range has not yet begun, as plans for the training facility are in the very early stages. Planning for improvements needed to accommodate this facility will need to continue beyond this TSP, and may require future TSP amendments, preparation of a Transportation Refinement Plan (TRP) for the area, or other appropriate instruments.

ODOT also classifies highways based on their function and use. Interstates provide a corridor between major cities for both auto and truck travel. 1-84 is classified as an interstate highway. It originates in Portland, Oregon, and traverses the state east into Idaho. U.S. 730 and OR 207 are classified by ODOT as regional highways, linking adjacent counties and higher classification facilities. OR 74 and OR 206 are district facilities, primarily providing circulation within Morrow County.

As of February 2011, ODOT designated pavement conditions on the majority of state highways within the County as good or very good. Fair pavement conditions were assigned to U.S. 730 between the Umatilla County Line and Irrigon, and to OR 74 north of Lone and OR 207 south of Hardman.

ODOT has assigned the following total-length restrictions (truck plus trailer) on OR 74, to accommodate the constraining geometry through horseshoe curve near Morgan:

- Truck-tractor and semitrailer with maximum trailer length of 48 feet: No limit on total length.
- Truck-tractor and semitrailer with maximum trailer length of 53 feet: 65 feet total length.
- Pickup truck and trailer with maximum trailer length of 53 feet: 65 feet total length.
- Doubles with no single trailer to exceed 40 feet, trailer combo not to exceed 68 feet: No limit on total length.

The maximum length allowed without district approval is 105 feet. The district may allow a longer load under special circumstances with specified traffic control.

## **County Roads**

Morrow County has 1,063 miles of roads under its jurisdiction, including about 120 miles of unimproved (unpaved) roads. They connect the state highways and provide access to individual properties. The county has assigned a name, a road number, and a functional classification to each road.

The county maintains detailed records of roadway conditions by surface type. A majority of the paved county roads are classified as "good" or better, compared to half of the unpaved roads. For gravel roads, "very good" roads are passable under all weather conditions, "good" and "fair" roads are open year around, and "poor" roads are seasonal roads that are impassable during the winter months. Table 3-4 summarizes surface quality by type for county paved roads and all types and gravel farm-to-market roads.

Surface Type	Classification	Number of Miles	Percent at Classification
Paved	Excellent	46.72	14
	Very Good	22.01	6
	Good	119.61	35
	Fair	151.55	45
	<b>Total:</b>	<b>339.89</b>	<b>100</b>
Gravel (farm to market roads)	Very Good	29.36	5
	Good	270.76	45
	Fair	196.81	33
	Poor	103.58	17
	<b>Total:</b>	<b>600.51</b>	<b>100</b>
Reference: Morrow County Public Works			

Construction projects in the latest statewide transportation improvement program (STIP) are shown in Table 3-5. These projects represent the county's major roadway and bridge construction projects over the next 3 years. These projects are funded through a combination of public and private sources. Table 3-5 includes projects on the 2010-2013 proposed STIPs, and the OTIA III Bridge Delivery Program.

Project Key	Program Year	Program	Project Description	Amount	
n/a	n/a	OTIA III	1-84 Irigon Junction	Repair eastbound, westbound bridges	\$9,800,000
17208	2010	2010-2013 STIP	Heppner snow fence		76,000
15988	2010	2010-2013 STIP	Morrow Multimodal Rail Logistics Center		7,927,000
17140	2011	2010-2013 STIP	OR 207 Corridor Section Improvements Phase II		500,000
16775	2011	2010-2013 STIP	Morrow multimodal Rail Logistics Center (POM)		2,000,000
16794	2011	2010-2013 STIP	Port of Morrow Access improvements		10,800,000

**Table 3-5.  
Programmed Improvements in Morrow County.**

Project Key	Program Year	Program	Project Description	Amount
16790	2012	2010-2013 STIP	Drainage/Slope and Pedestrian Improvements (Heppner)	1,520,000
16797	2013	2010-2013 STIP	Barratt Blvd. Reconstruction (Heppner)	1,480,000
16052	2013	2010-2013 STIP	Sperry St/Willow Creek Bridge #49811	807,000

Reference: ODOT Approved 2010-2013 Statewide Transportation Improvement Program

*Functional Classifications*

The County's roadways are classified according to the function of each within the system. Functional classifications are shown in Figure 3-1. The county uses the following classifications based on the traffic load on a road or street and the origin and destination of the traffic:

- Rural Arterial I - Five-Lane Standard
- Rural Arterial I
- Rural Arterial II
- Rural Collector I
- Rural Collector II
- Rural Collector 111
- Rural Access I
- Rural Access II
- Rural Gravel

Arterials carry the highest volumes of traffic within the roadway system, provide facilities for through traffic, provide connections within the system for traffic using other classifications of roadways, and link high-volume destinations and land uses such as major employers or larger commercial centers. Arterials are divided into categories based on average daily traffic volume(ADT) values.

Collectors connect traffic from access roads to arterials. They can be used for through trips, or can serve as the origin or destination of trips. Collectors are divided into three categories, also based on ADT volumes.

Rural access roads are low volume, usually less than 200 vehicles per day. They usually serve as the origin or destination of vehicle trips. They also can be used as access roads within residential developments.

A Rural Gravel classification is included to provide a more versatile functional classification in the TSP for gravel roads in the county. In rural areas, gravel roads serve as local, collector, or arterial facilities. The Rural Access II gravel surface standard is available for local roads.

### **Road Standards**

Road standards provide design guidelines for the physical characteristics of roads, including size and materials used. Each road classification has a specific standard associated with it. Some of the items included in standards are listed below.

- Roadway width, including lane width, shoulder width, and parking accommodations.
- Pedestrian, bicycle, and equestrian accommodations.
- Drainage features, such as ditches or curbs and gutters.
- Surface and base materials, including both material type and thickness.
- Right-of-way requirements.

Many variables must be taken into account when determining appropriate road standards. Some of these variables reflect engineering considerations necessary to ensure adequate strength and longevity, other reflect function and use. Some of the information used to determine standards includes the following items.

- Types of users, including passenger vehicles, trucks, non-motorized users, farm vehicles, and parked vehicles.
- Amount of traffic for each type of user.
- Site characteristics, including soil conditions, topography, and average annual rainfall.
- Community values regarding issues such as desire for sidewalks and parking, costs of improvements versus afford ability, and aesthetics.

Morrow County's road standards were developed with assistance of the 1997 and 2005 TACs and adopted as interim standards by the county court. Since the first TSP was issued, the county has also adopted both gravel and five-lane road standards. These standards are discussed in Chapter 6. Roadway cross sections are illustrated in Appendix A.

Because most county roads were constructed before adoption of the 1997 TSP, most roads do not meet these standards. Many are deficient in lane and shoulder width, and, in many cases, pavement thickness and base material also do not meet the new standards. The county employs a roadway inventory and maintenance program designed to maximize the effective use of available resources and gradually move toward adopted roadway standards.

### **Blue Mountain Scenic Byway**

The Blue Mountain Scenic Byway was designated in 1989 under the National Scenic Byway Program. It stretches 130 miles from the Willow Creek intersection of Interstate 84 and State Highway 74 through Lone, Lexington and Heppner over county, state, and U.S. Forest Service (USFS) roads. From Heppner the Byway goes south along Willow Creek Road until it crosses into Umatilla County in the Umatilla National Forest. In 1997 the Byway achieved Oregon State Scenic Byway status through the efforts of the Umatilla National Forest Rural Community Assistance Program. The Byway is maintained by the ODOT Engineering Services Unit of Roadway Engineering. The Blue Mountain Scenic Byway Action Group (BAG) is a local organization that coordinates its efforts with ODOT to place signs and markers and to provide Byway travel services information brochures supporting the marketing, promotion, and development of the Byway. Four stops have been developed to promote the Byway, with a pull-off area, an informational kiosk, and rest room facilities. The stops are located on 1-84 near the intersection with OR 74, near Cecil and Lone, and in Lexington.

## **Forest Highway Segments**

In south Morrow County, where the county's rural nature is especially evident, a significant amount of USFS property exists. This area contains three designated federal forest highways.

- Forest Highway #32: Heppner-Spray Highway (a state highway) from the intersection with OR 207 east of Spray to the intersection with Sunflower Flat Road about 6 miles southeast of Hardman. It is maintained by ODOT.
- Forest Highway #109: Willow Creek Road (County Road #678) from the intersection with Highway 206/207 southeast of Heppner to the north boundary of the Umatilla National Forest and from there southeasterly 18 miles to the intersection with County Road #603 Cole Mine Hill/Ditch Creek Road. This forest highway is part of the Blue Mountain Scenic Byway.
- Forest Highway #110: Starting from 1 mile west of Monument, it runs to the northwest for 20 miles along Top Road to Sunflower Flat Road at the Morrow-Grant County line, then northwest for 10 miles along Sunflower Flat Road to the intersection with OR 207 southeast of Hardman. Forest Highway 110 is entirely county-owned and maintained from the junction with OR 207 to the Morrow-Grant County line.

## **Forest Road Agreement Roads**

Morrow County maintains an agreement with the USFS to maintain 16 forest roads in south Morrow County. The roads connect the forest road systems and funding is provided to the county to maintain access for traffic in all weather conditions.



Figure 3-3



Figure 3-4

Figure 3-5

## Bridges

Bridges in Morrow County are inventoried biennially. The inventory rates bridges on a sufficiency scale that ranges from 0 to 100, with lower scores meaning worse conditions and higher scores indicating adequate conditions. Sufficiency scores for bridges in the National Bridge Inventory (NBI) database are translated to a qualitative ranking of not deficient, structurally deficient, or functionally obsolete. Of the 116 bridges in the county, 44 are county bridges, 11 are city bridges, 60 are ODOT bridges and 1 is a railroad bridge. Table 3-6 lists the bridges in the county rated as structurally deficient or functionally obsolete, and identifies bridges previously listed that have been repaired or replaced.

The Brenner Canyon Bridge in Morrow County was replaced under a project funded by OTIA I. Morrow County will benefit from OTIA III, the state's multibillion dollar transportation improvement program focusing on bridge replacement and repair along the state's primary and secondary freight routes. Repair of the 1-84 Irrigon Junction interchange bridge is included in the tentative OTIA III project list as part of a multi-year, multimillion dollar "bundled" bridge improvement package along 1-84 from the Irrigon Junction in Morrow County to Union County.

TABLE 3-6. Existing Bridge Deficiencies.			
Bridge No.	Owner	Description	Status Code
08885	ODOT	U.S. 730/USRS Canal	
49C05	County	Spring Hollow Road/Rhea Creek	Functionally Obsolete
49C12	County	Road Canyon Road/Rhea Creek Replaced 2008-2009	
08475	County	Willow Creek, Oley McNab Road	Structurally Deficient
49609	County	Willow Creek, Clarks Canyon Road	Structurally Deficient
Reference: ODOT 2010			

## Access Management

Access management is a set of strategies used to minimize the impact of turning movements caused by vehicles entering and exiting driveways and side streets. Control of these movements increases the speed and capacity of the major roadway and lowers the number of potential conflict points where accidents can occur.

ODOT has an extensive access management program, which is regulated by Oregon Administrative Rules Section 734-051. Through the adopted standards in OAR 734-051, ODOT controls access based on the type of facility, level of importance (state, regional, or district), and whether the facility is in an urban or rural area. This program, directed toward managing state facilities, has been used to protect access along state facilities and at interchanges.

The state access management standards apply to the development of all ODOT highway construction, reconstruction and modernization projects, and approach road and private road crossing permits, as well as all planning processes involving state highways, including corridor studies, refinement plans, state and local transportation system plans, and local comprehensive plans.

The standards do not retroactively apply to legal approach roads or private road crossings in effect before adoption of this Oregon Highway Plan, except or until any redevelopment, change of use, or highway construction, reconstruction, or modernization project affecting these legal approach roads or private road crossings occurs.

When in-fill development occurs, the goal is to meet the appropriate spacing standards. In some cases, this may not be possible, in which case the goal becomes to improve the current conditions by moving in the direction of the spacing standards. Thus, in-fill development should not worsen current approach road spacing. This may involve such options as joint access.

In some cases, access will be allowed to a property at less than the designated spacing standards, but only where a right of access exists, that property does not have reasonable access, and the designated spacing cannot be accomplished. If possible, other options, such as joint access, should be considered.

If a property becomes landlocked (no reasonable access exists) because an approach road cannot be safely constructed and operated, and all other alternatives have been explored and rejected, ODOT might be required to purchase the property. (Note: If a hardship is self-inflicted, such as by partitioning or subdividing a property, ODOT does not have responsibility for purchasing the property.)

Access within the influence area of existing or proposed interchanges also is regulated by the State of Oregon (OAR 734-051). Appendix FC includes current guidelines and illustrative figures for freeway and non-freeway interchanges with two-lane or multi-lane crossroads.

Morrow County relies on ODOT's adopted access management policies to control access on state highways. Access onto county facilities is controlled by using access management standards applied through the development review process and proposed access spacing standards described in this plan (see Chapter 6).

## **Crash History**

Crash data was collected for state facilities within Morrow County from ODOT's published Highway Crash Tables. Table 3-7 summarizes the crash data by location and crash rates. These crash rates are shown as crashes per million miles traveled and are calculated using existing volumes, reported crashes and travel distances.

As expected, the crash rates for the non-interstate highways are significantly higher than the interstate system. These non-interstate highway crash rates do exceed a 1.0 crash rate factor on many of these highway segments. Due to the low traffic volumes, these crash rates can vary significantly as they are very sensitive to the number of crashes.

US 730 is still planned for the safety improvement project, which is scheduled for construction in 2012. This project should result in a reduced crash rate for this segment of this highway.

Table 6 does show some significant crash rate increases when compared to the previous Table 6 from January 2000 through December 2002. However, as indicated earlier, due to the low traffic volumes on these highways, these crash rates are very sensitive to any increase in the number of crashes. Also, as before, the crash data shows no particular pattern on any one highway, which indicates the randomness of these crashes.

Segment	Year2007	Year2008	Year2009
1-84 west of US 730 (Mile Post 150.00 to 167.580)	0.11	0.12	0.28
1-84 east of US 730 (Mile Post 167.58 to 177.00)	0.25	0.17	0.21
US 730 north of 1-84 (Mile Post 167.58 to 178.70)	1.15	0.75	1.45
OR74 (Mile Post 9.00 to 67.20)	0.24	1.26	1.22
Highway 207 north of Lexington (Mile Post 1.00 to 19.38)	0.44	0.50	0.48
Highway 207 south of Ruggs (Mile Post 9.00 to 21.00)	3.80	1.08	0.00
OR206 (Mile Post 57.99 to 83.30)	1.04	1.34	1.12
Reference 2009 ODOT Crash Data Table 2 - (Crash Rates averaged over segments)			

Crash data from January 2007 through December 2009 was also captured for all of the non-state highway facilities (County and City) within Morrow County. Table 3-8 summarizes the reported crashes by type, severity and by year. Over this 3-year period there was a total of 90 reported crashes, which is about double the amount shown (46 crashes) in the previous Morrow County Crash Report, which covered the years 2001 through 2003. The 2007 through 2009 data does include crashes reported for Cities as well. Of these 90 crashes, 63 crashes were reported on the County Roads, with 27 being reported within the cities. (Boardman- 20, Heppner - 4 and Irrigon - 3). As shown in Table 3-8, these 90 crashes resulted in 2 fatalities, 56 injuries to vehicle occupants and 54 property damage only incidents.

Also as seen in the Table 3-8, there were 24 fixed object crashes, 19 other type crashes (backing, sideswiping, miscellaneous), 14 non-collision crashes, 12 turning crashes, 11 angle crashes, 5 rear-end crashes, 3 head-on crashes, and 2 pedestrian crashes.

Per the summary data, of these 90 crashes, 61 occurred during the daylight hours and 29 at night. In addition, 74 occurred on dry surface conditions with 16 occurring on wet surfaces. Overall, the number of crashes is up, however not at a level that would cause concern. Crashes are a random event and it is common to see fluctuations in these numbers.

Table 3-8

Crash Summary For All Non - State Roadways in Morrow County (January 2007 through December 2009)												
Crash Type	Fatalities			Injuries			Property Damage Only			Total Crashes		
	07	08	09	07	08	09	07	08	09	07	08	09
Head-On	0	0	1	0	0	0	2	0	0	2	0	1
Rear-End	0	0	0	1	2	1	1	0	1	2	1	2
Turning	0	0	0	0	2	0	4	2	4	4	4	4
Angle	0	0	0	2	1	7	2	3	2	3	4	4
Non-Collision	0	0	1	1	4	4	1	3	2	2	6	6
Fixed Object	0	0	0	9	5	8	3	5	2	6	10	8
Pedestrian	0	0	0	0	1	1	-	-	-	0	1	1
Other	0	0	0	1	2	4	6	4	7	7	5	7
<b>Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>14</b>	<b>17</b>	<b>25</b>	<b>19</b>	<b>17</b>	<b>18</b>	<b>26</b>	<b>31</b>	<b>33</b>

Crash data Information is from Salem Traffic Data Unit - July 2011

### Existing Traffic Conditions

Morrow County's low population and large size result in low travel demand on most roadways. The 2003 ADTs for the state highways within the county are shown in Figure 3-4 and Figure 3-5, which is just the Boardman-Irrigon area of north county. Morrow County provided daily traffic counts on selected county roadways, which are also shown in Figure 3-4 and Figure 3-5. Existing daily volumes on the state facilities range from 13,800 ADT on 1-84 west of U.S. 730, to less than 1,500 ADT on the rest of the county highways, most of which carry less than 500 ADT. The highest daily volumes on county facilities were counted on Tower Road (2,600 vehicles south of Kunze Lane, and 3,280 vehicles between Kunze and 1-84); Paterson Ferry road (1,350 vehicles); Bombing Range Road (1,250 vehicles); and Wilson Road (1,060 vehicles). Existing volume-to-capacity ratios (V/C ratios) estimated for these roadways are low, with a maximum of 0.24 on Kunze Lane. Although limited traffic counts are available for county roads, it is reasonable to assume that with such low V/C ratios on the county roads known to carry the highest traffic volumes, existing capacity deficiencies on any county roadways are unlikely.

The performance of the transportation infrastructure (roadway and highway segments, intersections, freeways, freeway ramps, etc.) is typically analyzed for conditions representing the peak demand on the particular component of the transportation network. Generally, the weekday peak hour is analyzed. However, for state facilities, the peak period to be analyzed is required to be the peak 15 minutes of the 30<sup>th</sup> highest hour of the year (referred to as the 30<sup>th</sup> design hour volumes, or 30<sup>th</sup> DHV). Generally, if capacity (the maximum number of vehicles that can use a roadway in a given period) exceeds demand (the number of users actually using the roadway during that period), then the road is said to be operating adequately. When demand approaches capacity, traffic congestion occurs.

Traffic volumes are measured in several ways, but the most common for a rural area is *average daily traffic (ADT)*. This is a measure of the average number of vehicles using a roadway in a 24-hour period. ADTs are usually measured by taking traffic counts over one or more weekdays, then averaging the totals. For the 2005 TSP, Morrow County Public Works provided 24-hour counts conducted on the primary roadways throughout the County. For state facilities,

ODOT publishes an annual summary of average daily traffic volumes on every state highway, called the Traffic Volume Tables. Data from the 2004 Traffic Volume Tables was used to estimate 30<sup>th</sup> DHV for analysis.

To estimate the 30<sup>th</sup> DHV for analysis of state facilities, hourly volumes are first adjusted to account for variations in flow over the hour, truck traffic, roadway conditions, and other factors. The resulting peak 15-minute passenger-car equivalent flow rate is compared to the facility capacity to determine the volume-to-capacity ratio, or v/c ratio, which can be compared to the state's v/c ratio thresholds, which are shown on Table 3-9.

Highway	Category	Maximum Peak Hour V/C Ratio	
		Inside UGB	Outside UGB
Interstate 84	Interstate	0.70	0.70
US 730	Regional Highway	0.75	0.70
OR207	Regional Highway	0.75	0.70
OR74	District Highway	0.80	0.75
OR206	District Highway	0.80	0.75

REFERENCE: 1999 Oregon Highway Plan

ODOT operates one automatic traffic recorder (ATR) in Morrow County on OR 74 near Lexington, a location that is representative of traffic conditions across most of the county, and one on 1-84 at Arlington just west of the county border. Published data from the Lexington ATR indicate that the ADT grew from 1994 to 1998, but has decreased since then such that ADT for 2003 remains about the same as it was in 1994. In 2009, traffic has decreased or remained the same as 2003, with the exception of traffic along 1-84 near the Port of Morrow-U.S. 730, and Patterson Ferry Road interchange. Seasonal variation at the Lexington ATR is minimal, with all but January ADT volumes within 10 percent of the annual average. In addition to historical and seasonal traffic data, ATR's provided factors used to analyze v/c ratios, including 30<sup>th</sup> DHV, directional split, and percent truck traffic.

For 1-84 and U.S. 730, values from the Arlington ATR were used for truck traffic (40 percent) and the 30<sup>th</sup> DHV factor (15 percent). For the other highways, Lexington ATR data were used for truck traffic (12 percent) and 30<sup>th</sup> DHV factor (11 percent). Conservative values were assumed for the other primary analysis variable, the peak hour factor (PHF), which reflects the variation in flow rates over the course of the hour. For analysis of existing conditions, the PHF was assumed to be 0.80. For future conditions, when future travel demand growth is expected to smooth out the variation in demand over the course of the peak hour, a PHF of 0.85 was assumed for two-lane highways, and a PHF of 0.95 was assumed for 1-84. Table 3-10 summarizes existing v/c ratios on state highways in Morrow County, based on these values. Based on estimated existing 30<sup>th</sup> DHV, the highways in Morrow County are operating well below maximum v/c thresholds.



**TABLE 3-10  
EXISTING 30TH HIGHEST HOUR VOLUME-TO-CAPACITY (V/C) RATIOS  
FOR STATE HIGHWAYS IN UNINCORPORATED MORROW COUNTY**

Highway/Location	2003 ADT	2005 30 <sup>th</sup> DHV	2005 30 <sup>th</sup> DHV V/C Ratio	2009 ADT	2010 ADT
1-84 Morrow-Gilliam County line	10,600	1,650	0.30	10,600	
1-84 west of Tower Road	10,900	1,700	0.31	10,900	
1-84 west of Port of Morrow interchange	13,800	2,150	0.40	15,000	
1-84 east of U.S. 730	11,700	1,850	0.34	13,100	
1-84 east of Paterson Ferry Road	12,400	2,060	0.38	13,300	
U.S. 730 west of Division Street	6,500	990	0.40	-	-
U.S. 730 east of Seventh Street	-	-	-	5,500	
OR 74 north of Morgan Road	150	20	0.01	110	
OR 74 lone west city limits	240	30	0.02	240	
OR 74 east of lone	740	90	0.02	730	
OR 74 east of Rhea Creek Road	600	80	0.02	620	
OR 207/74 at Lexington ATR	1,500	180	0.05	1,400	
OR 207/74 east of Little Butter Creek Road	180	20	0.01	120	
OR 206 at Morrow-Gilliam County Line	70	10	0.01	60	
OR 206 at south Heppner city limits	1,300	120	0.05	980	
OR 207 north of Tall Rock Road	310	30	0.02	180	
OR 207 south of Blue Mtn. Ranch Road	210	30	0.02	130	

Another way that traffic is measured is level of service (LOS). LOS is a measure of the operational performance of a roadway or intersection that is expressed as a report-card-style letter grade that ranges from LOS A (free flowing, minimal delay) to LOS F (long queues and delays and, for signalized or all-way-stop-controlled intersections, extreme congestions). The methodology for measuring LOS is documented in the *Highway Capacity Manual* (Transportation Research Board, 3<sup>rd</sup> Edition, 2000). The HCM is the industry standard for analyzing the operations of most types of transportation facilities. The HCM uses different methods for determining LOS based on the type of facility such as intersections, two-lane roadways, and limited-access freeways. For urban areas, the minimum acceptable LOS is usually set at LOS E. For rural areas such as Morrow County where less congestion is expected, minimum acceptable performance of LOS D is more appropriate. Roadway segments or intersections operating at LOS E or LOS F would be considered candidates for capacity and/or operational improvements. At three-legged or four-legged unsignalized

intersections, the LOS applies only to traffic turning from the major street or to traffic entering the major street from the side street. At these intersections, the through movement on the major street operates without any delay, so a poor LOS is not always indicative of a need for improvement.

Current intersection LOSs reported in the adopted TSPs of Boardman and Heppner are all in the acceptable LOS A or B range. As it is expected that existing intersection volumes are higher in the cities of Morrow County than the rural areas, it is reasonable to assume that intersection operations in the rural areas also are acceptable.

## Connectivity

Connectivity is defined as the extent to which cars, bicyclists, or pedestrians can travel in a direct path toward their destination. Connectivity can be looked at both regionally and locally. Regionally, connectivity refers to the ability to travel between adjacent population centers. Morrow County has good connectivity of its major population center, with one major exception. The basic roadway system connects the population centers and provides adequate access to all parts of the county. Much of the land area of the county is divided into large tracts because it is farmed, forested, or incorporated into one of the two defense facilities. This decreases the need for extensive cross-circulation or connectivity beyond the basic system. The exception to this is a lack of a direct, county-controlled connection between Boardman and Lone, which also is discussed earlier in this chapter in the section addressing County Roadway safety.

Before World War II, a county-controlled connection existed. When the bombing range was established during the war, the existing road was appropriated as a part of the range. Although activity at the bombing range has decreased significantly, it has not been cleared of the potentially live munitions, thus it has not been possible to reestablish the road along the former alignment as a county facility, although Morrow County does maintain Bombing Range Road. As already noted, the Oregon National Guard is planning a major training facility for the Boardman Bombing Range, which could require improvements to the access roads including Bombing Range Road. However, the U.S. Navy controls Bombing Range Road and could decide to close it as a public facility, which would eliminate the only north-south connection between Boardman and Lone within the county. While the Navy has expressed no desire to close Bombing Range Road, it is a possibility. The county will continue to work with the Navy toward improving the terms of the easement for use of Bombing Range Road, with the ultimate goal of establishing a public right-of-way.

A potential second north-south route has historically been referred to as Lone-Boardman Road. The existing impediments to transferring Bombing Range Road to the county magnify the importance of Lone-Boardman Road as a second north-south connection. However, there are also impediments to constructing Lone-Boardman Road. The county has acquired a dedicated right of way that would allow construction of a road (Tower Road Extension) through property owned by Threemile Canyon Farms that would connect the southern end of Tower Road to Highway 74 near Cecil, which would be useful for the western mid-county area. However, this indirect alignment would not fully meet the need for a second north-south connection.

Street spacing requirements can help to develop connectivity on a local level in denser areas near urban centers. Ideally, streets in developed urban areas should not be spaced more than 1/4 mile apart, allowing for easy movement between origins and destinations. For example, areas with short blocks and through roads have high connectivity, and areas with many cul-de-sacs and few connections between roads have poor connectivity. Safety also is a key benefit of good connectivity, allowing multiple access routes for emergency service providers.

Connectivity with the unincorporated portions of the urban growth boundaries generally follows a 1/4-mile block length. In most cases, county roadways have been developed along these block boundaries, providing good system connectivity. Some areas, such as the unincorporated land south of Irrigon, lack roads along the land division boundaries, suggesting the need for additional connections within this area.

Connectivity in the open area of developable land is problematic. Large parcels exist south of U.S. 730, with only limited service from this major ODOT corridor. These concerns are addressed in the U.S. 730 Corridor Refinement Plan.

Another large tract of land with limited development potential is located west of Division Street and south of Irrigon. This block of property is bounded by Division Street on the east, Depot Lane on the south, and West 8th Road on the west. A small subdivision has previously been undertaken, which is serviced by Wagon Loop Road. Intervening land in this tract could be serviced by extension of 4th, 3rd, 2nd and 1st Streets, which are parallel to Division Street. Connectivity through extension of these streets is complicated because of the northeast-southeast right-of-way of the Bonneville Power Administration for power lines. This right-of-way is 400 feet wide north-south, creating a non-buildable area within this block of property. In addition, an irrigation canal crosses this tract from the northeast to the southwest near the intersection of Nevada Avenue and 1st Street. The County TSP makes recommendations for connectivity in this area.

Another parcel of land that is developable into two-acre tracts is located north of U.S. 730, east of 8th Street West and south of Idaho Avenue extended. Connectivity with this large parcel of land is at issue, as is an interconnection with South Main Avenue and U.S. 730.

Developable land also is located in the FR-2 zone west of Boardman. Issues of connectivity exist in accessing these parcels from Kunze and Wilson Roads, which run in an east-west direction through the area. The ultimate connection of this area to Tower Road also is at issue. Access from these parcels and throughout this unincorporated area west of Boardman can be addressed as improvements continue to occur at the Port of Morrow's airport (west of Tower Road) and through the potential extension of Tower Road to Lone.

## **Block Lengths**

The Transportation Planning Rule (TPR) requires that this TSP establish a block length in this TSP. The concept of block length is to limit the distance a roadway can extend without creation of interconnecting roadways. The purpose for a reasonable block length is to provide needed access as currently vacant land develops.

Where vacant land exists in large tracts and where surface features or other infrastructure also occur such as irrigation canals, freeways or railroads, it is difficult to establish a block length and interconnecting of streets. The other primary reason for establishing block length is to allow pedestrian and bicycle access in blocks that have a reasonable perimeter, approximately 1,500 feet, and for safety purposes (e.g., emergency vehicle access).

For the County TSP, block lengths are relevant generally only for areas within the UGBs. Block length standards are not appropriate for rural unincorporated areas. Undeveloped lands in the Irrigon and Boardman area in particular will benefit as development occurs if a block length standard is instituted as residential densities increase.

Existing Traffic Volumes Figure

Existing Traffic Volumes Figure

## **Port of Morrow System**

The Port of Morrow is one of a number of Oregon ports established under Oregon Administrative Rule (OAR). It owns, operates, finances, and develops facilities primarily of an industrial nature within the City of Boardman and areas of Morrow County. To provide the proper climate and resources for its numerous industrial customers, the Port is necessarily active in the development of the following:

- Industrial sites
- Transportation systems
- Utilities

It is important within this TSP to maintain flexibility for rapid expansion of transportation systems serving the Port's three industrial sites.

### **Industrial Sites**

The Port of Morrow offers industrial building sites varying in size. These sites are an economical alternative and strategic to metropolitan area locations. The three industrial parks owned and operated by the Port are major generators of transportation activity with respect to access to 1-84, rail access to union Pacific's east-west Columbia Gorge route, and barge transportation via the Columbia River. Because of their existing impact and potential growth, they will be discussed briefly in the following paragraphs.

#### ***Boardman Industrial Park and East Beach Industrial Park***

The Boardman Industrial Park is home to Lamb-Weston's trench fry plant, Oregon Potato's potato flake plant, Boardman Foods' onion processing facility, and Columbia River Processing's cheese plant. A number of additional plant sites up to several hundred acres in size are ready for additional facilities. In addition to these processing facilities, tens of thousands of tons of potato and onion storage facilities are also in place.

A fiber and seed processing cluster is also located at the Boardman site. Facilities include Oregon Hay Company, which processes alfalfa and other forage crops for export, and Cargill's grain terminal ships transporting Inland Empire wheat and Barenbrug U.S.A. grass seed worldwide. The East Beach Industrial Park, which saw development increase after the installation of the rail loop in 2005, is home to RDO/Calbee's potato processing plant, Pacific Ethanol's facility, and Vadata's data center, to name just a few.

Transportation facilities such as the Longview Fibre's chip reload facility and Tidewater Terminal's public container and chip reload docks are evident along the Columbia River in the Port's Boardman Industrial Park. Additional acres of industrially zoned land are available and ready for occupancy.

#### ***Airport Industrial Park***

The Port owns a 2,700-acre Airport Industrial Park, which centers on a 100-foot wide, 4,200-foot long, Category 5 general aviation landing strip located near the intersection of 1-84 and Tower Road. This general aviation strip is currently used by Portland General Electric and Lamb-Weston, among others. The Port is actively marketing the movement of goods and services via air from this airport facility. The Port resurfaced the asphalt runway in 2004.

Between 2001 and 2007 a number of land-use approvals were completed, paving the way for development by a major motor speedway on this site. Approximately 1,500 acres are identified for this potential development.

#### ***South Morrow Industrial Park***

In the southern region of Morrow County is the South Morrow Industrial Park, site of the now closed Kinzua sawmill facility. The site, home to a power facility and Miller Manufacturing on the west side of the highway and offices on the east side, is zoned for industrial development. Highway 74/207, which bisects this facility, was improved to include turning lanes and is posted with a 45 mile per hour speed limit, both actions designed to preserve this portion of the highway transportation system.

#### **Port Transportation Systems**

The Port of Morrow is in the heart of the Pacific Northwest inland empire. It maintains critical transportation connections with the Columbia River barge lines, Union Pacific's main line, 1-84 with east-west access, and US 730 with access north into Washington and beyond. With the accesses indicated, the Port of Morrow offers crucial transportation links to the Pacific Ocean and the continental United States. Beyond the current use of the Port's barge, rail, and highway system is the development of the port-owned general aviation facility for use in transportation of goods and services.

#### ***Columbia River Barges***

Transportation via Columbia River barge is the most economical form provided by the Port. Cargo picked up by the Port of Morrow can be on oceangoing freighters at the Port of Portland within 24 hours. Tidewater Terminal at the Boardman Industrial Park within the Port of Morrow is the largest container terminal upriver from the Port of Portland. Additional dockage facilities handle wood chips, aggregate, solid waste transferred from Clark County, ethanol, and grain for transportation by Columbia River barge.

The Port of Morrow maintains about four miles of frontage on the Columbia River. Facilities include six docks, two berths 12 to 17 feet deep, and two overhead cranes with an approximate 200-ton capacity. Tidewater Barge Lines serves the Port of Morrow, with approximately 2,130 containers handled at the container dock each month. Approximately 50 percent of the goods shipped are for foreign markets, which are first shipped to Portland before leaving the country.

#### ***Rail Service***

Union Pacific's transcontinental rail line passes through the Port of Morrow's Boardman Industrial Park. In addition, the Port is only 20 miles west from the Hinkle Classification Yard, which is the largest hump yard west of St. Louis, connecting lines north to Canada and south to California. Through the Hinkle facility, Port of Morrow goods and services can be shipped by rail in all directions.

In 2005 the Port of Morrow installed the first rail loop in the East Beach Industrial Park. Since then a number of new businesses have developed in that area and the Port continues to invest in rail infrastructure. Opened in 2011 is a siding which will support the current rail loop and facilitate more freight transfer activities. It is anticipated that rail will continue to be a major infrastructure component as the East Beach area continues to develop.

### ***Interstate Highway Systems***

The two Port of Morrow industrial park facilities in North Morrow County enjoy easy access to 1-84. This is the main east-west interstate serving both Oregon and Washington along the Columbia River. National common carriers and local contract truck lines serve industrial park industries via 1-84. In addition, east of the Port of Morrow approximately 12 miles is I-84's connection with 1-82, which provides northbound service to Spokane, Seattle, and Canada.

Access to the Port's facilities after leaving 1-84 is from Columbia Avenue, a two-lane road that provides adequate service to current customers. Significant portions of Columbia Avenue have a center turn lane and other portions, in particular the portion serving the East Beach Industrial Park, have been rebuilt.

To provide better connection within the Boardman and East Beach Industrial Parks two IAMPs have been completed leading to planned improvements at the interchanges, a new proposed intersection along US 730 and better circulation within the East Beach Industrial Park.

### ***Port Aviation***

A central feature of the Port of Morrow is the Airport Industrial Park, which features a 4,200-foot-long runway that was repaved and widened by 100 feet in 2004. Corporate jets and light general aviation aircraft use the airport's facility on a regular basis. As industrial clientele express increasing interest in the Airport Industrial Park, the Port will move to upgrade these facilities, increasing both the types of aircraft that can be served by this airport and the facilities that can locate within its boundaries.

### ***Utilities***

A significant attraction of the Port of Morrow's industrial park facilities are the types of utilities provided. These utilities have an indirect impact on transportation facilities serving the Port because their presence creates the potential for siting of clients with transportation impacts who will take advantage of these utilities. Two of these utilities that are clearly attractive to significant industrial clients are process steam and electricity.

### ***Pedestrian, Bicycle, and Equestrian Facilities***

In addition to the motor vehicles that use the transportation system, there are also non-motorized users, namely pedestrians, bicyclists, and equestrians. These users have different needs than motor vehicles due to differences in the speed and distances that they travel and the amount of protection they have and need. In rural areas like Morrow County, non-motorized users are sometimes provided with facilities designed specifically for their use, but are most often required to share the roadway with all users.

Non-motorized travelers use the transportation system for two main reasons: transportation, or getting from place to place, and recreation, which can include sight-seeing and exercise. Transportation users usually use non-motorized transportation, such as walking, biking, or riding, instead of driving. These trips tend to be shorter and are usually geared to a particular destination, such as a school, park, or commercial center, and tend to be in more densely populated areas. Recreation users usually choose to walk, bike, or ride for the experience. These trips can be short or long, ranging from a child riding a horse for exercise to a days-long bike trek. They may or may not involve a particular destination. They are often concentrated near other recreation sites, such as parks, or scenic vistas.



The Columbia River Heritage Trail (the Heritage Trail), extending from Umatilla County through Irrigon into Boardman and on to Quesnal Park when complete, serves as both a transportation and a recreation facility. It links two of the major cities in the county and its major employer, as well as providing access to the Columbia River shoreline and Umatilla Wildlife Refuge. The Heritage Trail alignment includes Columbia Lane in Irrigon and Columbia Boulevard in Boardman, and also old Highway 2, which is owned and operated by the county and limited to bicyclists and pedestrians. The Heritage Trail design standards call for 2-foot shoulders on each side of the road for the segments of the trail on paved roadways; 10-foot dedicated trails (subject to right-of-way availability) in "urban" areas (City of Boardman/Tower Road to City of Irrigon/Twelfth Street), and 10-foot dedicated off-street trails in the rural segments (west Morrow County line to Tower Road; USFW Umatilla Wildlife Refuge where not already paved; and through the ODFW Wildlife Area). The Heritage Trail is a unique asset for Morrow County's non-motorized transportation system, and this Plan promotes its continued development and additional local connections to the existing trail.

#### ***Pedestrian Facilities***

Designated pedestrian facilities can be provided in several ways. In urban areas, these are usually sidewalks, but they can also be separated paths. Widened shoulders are often used by both pedestrians and bicyclists in rural areas. Morrow County's road standards include a provision for widened shoulders to be used by pedestrians and bicycles. The width of shoulder varies, with higher volume roads of higher classifications providing wider shoulders to offer more protection.

The bike/pedestrian facility is incorporated into the road standards and is based on density and cost effectiveness. A commonly accepted criterion is that pedestrian facilities should be provided throughout urban areas. If this criterion is used, sidewalks would be required within the urban growth boundaries surrounding Boardman and Irrigon, when consistent with the TSPs for the two cities.

#### ***Bicycle Facilities***

Designated bicycle facilities can be provided in a variety of ways as well and are often available for use by other non-motorized users in addition to bicyclists. The most common types in urban areas are striped lanes on roadways, signed roadways (with the bicycles sharing the lane with motor vehicles), and separated paths. Rural facilities are usually paved shoulders, which are sometimes signed or marked. Morrow County's new road standards include a provision for widened shoulders to be used by bicycles and pedestrians. The width of shoulder varies, with higher volume roads of higher classifications providing wider shoulders to offer more protection.

Many of the relatively low-volume state highways and roadways in south Morrow County attract recreational bicyclists who share the roadway with motorists. Morrow County has hosted Cycle Oregon on multiple occasions. A bike path was recently constructed in Heppner along OR 74 to connect to the new community swimming pool.

#### ***Equestrian Facilities***

Designated equestrian facilities are usually provided as unpaved, separated paths, although they can also be provided as multi-use paths that are shared by bicyclists and/or pedestrians. These are not usually located in very dense urban areas, as horses are not stabled there. Equestrians may also share roadways with motor vehicles in some circumstances. Equestrian

facilities are available at Cutsforth Park, the Morrow County Fairgrounds, and along portions of the Heritage Trail.

## **Transit and Para-Transit**

There are three main types of transit to consider in the TSP provided within Morrow County: public transit, which is supported by public funds for use by the general public; and transportation-disadvantaged groups (such as elderly, people with disabilities, and people with low-incomes); private transit, which is not funded by public funds; and para-transit, which provides services for the transportation-disadvantaged population, including older adults, the physically-challenged and low-income users disadvantaged populations and can be either public or private.

### **Public Transit**

There is no public transit service in Morrow County. The population and density of the County are currently too low to support a transit system. Given the lack of impacted travel corridors within the County, there is little demand for a public transit system at this time. Van-pool options are being implemented to support moving workers from population centers, preferably within the county, to job centers within the county.

Morrow County Public Transit operates The Loop, a demand-response service (also known as dial-a-ride service) for residents of Morrow County. Service is provided on weekdays between 8 a.m. and 5 p.m. Trip times can be adjusted to meet earlier or later appointments or activities. Weekend trips can also be requested. Request for service is made through the dispatch office, those hours are weekdays 8-12 am and 1-5 pm. Kayak Public Transit's Hermiston Hopper route services Irrigon Monday-Saturday, providing two stop times daily. Morrow County funds the service to Irrigon.

### **Private Transit**

Greyhound operates private transit bus lines throughout the United States. Greyhound has a daily route that travels through Morrow County, but does not have a scheduled stop in the county. For the bus to stop in Boardman, current operations require the passenger to flag the approaching bus and to pay the driver the fare. The nearest scheduled Greyhound stop is in Stanfield, 1225 miles southeast of Hermiston Boardman on US-395-84, in Umatilla County. Service is provided to various cities along routes to at the Pilot Travel Center. The stop is served by a Greyhound route connecting Portland, and Denver via Boise and Salt Lake City. The stop is also the end point of a connecting route to Pasco, Yakima, and Seattle, and Boise, where connections can be made to other destinations. Morrow County residents feel strongly that Greyhound should schedule additional stops in Boardman and a new stop in Irrigon to provide service to this the northern portion of the County. At this time Morrow County also is served by Estrella Blanca, which has offices at the Greyhound terminal in Pasco, Washington, and provides daily service to Boardman. Estrella Blanca also has daily stops in Hermiston in Umatilla County and Biggs in Sherman County.

### **Para-Transit**

Transportation services to older adults and physically-challenged residents of Morrow County are provided by Morrow County Special Transportation, a para-transit provider. Services provided include dial-a-ride services, client transportation, and medical transportation, all provided by volunteer drivers. The operation includes two buses in Heppner serving mid-county, and one bus in Boardman and Irrigon. Three cars are also available in the communities of

Heppner, Irrigon and Boardman for the eligible population to make longer trips. In mid-county, one of the buses is reserved for transportation to and from medical appointments, with the other bus is used mostly for entertainment and shopping. As available, the STF buses also serve populations outside the target groups. Operations are funded through a grant from the Public Transit Division of ODOT. Volunteer drivers are trained and administrative records maintained by the CAPECO in Pendleton. Local services are coordinated by local volunteers in the communities of Heppner, Boardman and Irrigon.

In addition to The Loop's demand-response service for all populations, CareVan Medical Transportation provides service for residents living in Boardman and Irrigon that have appointments at Good Shepherd Medical facilities in Hermiston. Service operates from 8:30 a.m. to 6:00 p.m. on weekdays.

Additionally, workforce transportation is provided by some employers such as Independent Transport, Atkinson Staffing and others.

### **Transit Facilities**

Morrow County Public Transit has three bus storage locations in the cities of Heppner, Boardman and Irrigon. These facilities are at capacity. Morrow County is planning to expand its transit facility infrastructure to meet its current and future operating demands. This could include but is not limited to: storage and maintenance facilities, transit centers, and park and ride areas. For more detail refer to section 6-14.

## Rail Facilities

Rail services within Morrow County ~~include both~~includes only freight ~~and passenger~~service. Rail transportation has historically been, and continues to be, an important avenue for moving goods within the region. Passenger service had previously been provided via a stop at the Hinkle Railyard in Hermiston, and is desired by Morrow County residents to return. Future transit services should connect to passenger rail service.

### **Rail Freight Facilities**

Rail freight services are provided to businesses in Morrow County by the Union Pacific Railroad: from their main line, which parallels 1-84. Multiple spurs extend from this line: one serving the coal-fired gas plant, [one serving the Port of Morrow](#) and another serving the Umatilla Ordinance Depot.

In fact, The Union Pacific main line running east-west through the Columbia River Gorge runs through the Boardman Industrial Park, owned by the Port of Morrow. Through this connection, the Port is able to transport its goods either to the Port of Portland or east into the continental United States.

The Hinkle Classification Yard, located 20 miles east of the Port of Morrow (near Hermiston, Oregon), is the largest hump yard west of St. Louis. Through use of this facility, the Port is able to access rail lines leading north into Canada and south into California. The Port is effectively able to use rail service because of the Hinkle hump yard to send its products in many different directions.

[Historically, there were freight rail lines in place at the Umatilla Chemical Depot \(previously known as the Umatilla Army Depot\). There are no spurs currently active on the depot land. The Union Pacific Mainline runs east and west adjacent to the southern border of the depot property. Future development plans are to reconnect a spur off the UP mainland to the depot property with connectivity to serve future industrial sites that will be located at the depot.](#)

### **Passenger Rail Facilities**

There has been no passenger rail service in Morrow County since the mid-1990s, when the Amtrak Pioneer line between Salt Lake City, Utah and Portland, Oregon stopped operating. Loss of this line not only removed service from Morrow County, but also from a regional perspective, deleted service east to Salt Lake City. Amtrak does provide service between Portland and Spokane on its Empire Builder line. Morrow County residents must go to the Tri-Cities, the closest stop, to use this service.

### **Airport Facilities**

Two public airports exist in Morrow County currently limited to private aircraft. They include the Lexington-Morrow County airport and the Port of Morrow airport west of Boardman. The closest public air service is located in Pendleton, Oregon. Depending on the growth of Morrow County, opportunities exist to expand the Port of Morrow's airport facility to provide public air transportation service.

#### **Lexington-Morrow County Airport**

[Morrow County owns and operates the Airport in Lexington- is owned and operated by Morrow County- airport facility. This airport is located one mile northwest of Lexington and . There is currently the largest airstrip in the County- It serves as the base for approximately 14 aircraft. Combined local and transient activity is about 85 operations weekly. The airport offers a single paved runway which is 4,150 feet in length, with a parallel taxiway. Fueling capacity is available on site at the airport. An Automated Weather Observation System \(AWOS\) also and a 4,300-foot main runway that will accommodate most intermediate size aircraft.](#)

Lexington is located one-half mile north of the Town of Lexington city center, just west of Highway 207. The airport access road is located approximately one-half mile north of the intersection of Highway 207 and Highway 74. The paved airport access road travels approximately ¼ mile from Highway 207 to the vehicle parking area.

The airport has been installed-a base for agricultural spraying operators for many years, in addition to accommodating general aviation, business, medical and charter activities. The airport currently accommodates locally-based single engine aircraft, including two turbine powered agricultural aircraft. In addition to local aircraft, the airport accommodates intermediate general aviation, business aviation, including turboprop, business jet and helicopter operations. Morrow County has been the owner of the airport since 1960.

Location Identifier 9S9, FAA site Number 19500.5\*A, Latitude 45-27-14.9000N, Longitude 119-41-25.0000, Elevation 1634

The Airport Layout Plan for the Lexington-Morrow County Airport, acknowledged by DLCD in 2002, defines how the airport is planned to be used over the next two decades. The Air Industrial Zone identified in the Airport Layout Plan has been applied as an overlay zone in the Morrow County Zoning Ordinance. Copies of the Airport Layout Plan are available at the County Public Works Department.

Plans for the Lexington-Morrow County Airport for period of this TSP include updating the master plan in 2012, conducting environmental work and preparing a preliminary design for a partial parallel taxiway in 2015, and constructing the taxiway in 2016.

### ***Port of Morrow Airport Facility***

The Port of Morrow purchased what was previously known as the Boardman airport. This facility offers a 4,200-foot-long paved runway. This runway was designed to offer takeoff and landing capability for heavy bombers and commercial passenger/cargo jets, but current use is corporate jets and light general aviation aircraft.

After acquiring the airport, the Port of Morrow developed an Airport Industrial Park centering on the 100-foot wide, 4,200-foot-long landing strip. Industrial sites are available for facilities that would benefit from the capabilities of the airport as well as the general services provided by the Port of Morrow. Sufficient land exists at the Port's Airport Industrial Park to extend the runway and to offer a full range of aviation services depending on the need of future industrial, commercial, or public clientele.

In Chapters 5 and 6, Port of Morrow improvements to the Airport Industrial Park are indicated, focusing on improved access for ground transportation services. Also to be considered are the actions approving a major motor speedway and related uses at the Boardman Airport.

The Airport Layout Plan for the Port of Morrow Airport has been acknowledged. The Airport is currently zoned Air/Industrial for land use purposes. Copies of the Airport Layout Plan are available from the Port of Morrow.

### **Utilities**

Morrow County has several utility corridors, including the Old Columbia River Highway, which runs through the Umatilla Wildlife Refuge; various natural gas pipelines; a BPA power line that runs through the county generally parallel and south of 1-84 and U.S. 730; a Pacific Power transmission line extending from the northwest corner of the County into Gilliam County; and a fiber optic line is located along several County roads and State highways, serving all five communities in Morrow County. A pipeline transporting natural gas runs across Morrow County. The PGT Pipeline enters Morrow County near the southeast corner of the county, travels near lone, and continues to the northeast to the Morrow-Umatilla county line. Along Highway 74 from 1-84 to Heppner, there is an abandoned railroad line. When the railroad abandoned the rail line, they retained a perpetual easement for utilities. Installation of a pipeline connection to Heppner has been discussed. No other future expansion or major modifications are expected within Morrow County. The U.S. Navy's control of Bombing Range Road creates a deficiency for utility placement because the county does not control the right of way.

There is consensus that growing utility development in Morrow County necessitates the implementation of utility master plan separate from this TSP.

### **Other Transportation**

#### ***Trucking Lines***

There are numerous independent trucking lines serving the county's main industries: agriculture, logging, and various light industries. Several trucking firms also operate in Morrow County to haul refuse from the Port to area landfills. The county's Solid Waste Management Plan proposes truck routes for carriers of solid waste. The dairy industry in Morrow County has generated additional truck activity for the transport of raw milk and cheese. Much of the grain collected throughout the county is transported by trucks to the Morrow County Grain Growers' Association facility in Irrigon (via Patterson Ferry Road) and to the Port of Morrow.

### **School Bus Service**

The Mid-Columbia Bus Service provides school bus service to all county public schools on a contract basis. There are over 25 buses serving the schools. These buses are in operation from 6:30 to 8:30 AM and from 2:00 to 5:00 PM, with some mid-day service. There are two major sources of potential problems for the bus service and these are split by geographic area: the condition of rural roads in the southern part of the county and the increasing volumes of traffic in the northern end of the county. The current condition of the roads in the county is good and does not inhibit bus operations. Stopping sight distance, bus pull-outs, and turnarounds are all adequate. The bus service reports a good working relationship with both the county and state road departments. When problems are detected, the county and state are quick to remedy the problem, and the County has helped in the widening of bus turnarounds and improved signage.

In the north end of the county, a grade school and high school are located on opposite sides of U.S. 730 in Irrigon. The heavy traffic on this highway hinders the provision of bus service in several ways, and has required development of a supplemental plan for bus service within the area near the schools normally not served by buses. Because there is not a safe location for school children to cross the highway, more children must use the buses instead of walking or riding bikes to school, which increases heavy vehicle traffic in the area. Also, the efficiency of routes is affected since buses typically are routed so that children are not required to cross the highway. Buses are also required to cross the highway several times during their normal routes and often incur long delays waiting for sufficient gaps in traffic, as there are no stoplights along the highway.



## **CHAPTER 4 FUTURE CONDITIONS**

### **Introduction**

This chapter forecasts the expected changes to the transportation system over the 20-year planning horizon. Future conditions expressed in this section represent the expected growth in population and travel demand based on the planned roadway system, and identify opportunities to improve that system.

### **Future Opportunities**

Future growth and development in Morrow County and nearby areas will present opportunities for the county's transportation system. Projected growth in north Morrow County and west Umatilla County areas will increase employment activities significantly over the next 5 years. Increased employment will, in turn, increase the regional demand for housing and transportation facilities. Mitigating these impacts to the transportation system will create an opportunity for the county to upgrade the existing system.

### **Port of Morrow**

The Port of Morrow has been developing industrial facilities in Morrow County for over 40 years and continues to be the most significant entity bringing jobs to Morrow County. Today, the Port has four established industrial parks with over 5,200 acres of available land: the Boardman and East Beach Industrial Parks, the Airport Industrial Park, and the south Morrow Industrial Park.

The Port of Morrow also is interested in or owns other sites in Morrow County and is actively seeking opportunities to increase industrial development. Many hundreds of jobs will likely be developed within the county over the 20-year time frame this study covers. Morrow County and the Port of Morrow have worked closely to identify opportunities to mitigate the impact of this development on the transportation system. To this end, the Port of Morrow has actively participated in preparing and maintaining the transportation system plan (TSP), and is an active partner with the county toward developing a freight and goods mobility strategy. This strategy is key to identifying future system needs based on increased industrial development.

A review of existing Port of Morrow development provides insight into future opportunities for growth in the region. For example, the Boardman Industrial Park has a thriving food processing park and includes the largest barge terminal on the Columbia River east of Portland. This facility currently ships alfalfa, grain, grass seed, aggregate, methanol, and wood chips. The East Beach Industrial Park, with its focus on rail improvements, provides continuing growth opportunities.

It should also be noted that the Port of Morrow airport has a jet-class runway that was recently extended to 4,200 feet. Together with industrial land surrounding the airfield, the potential for development at this site is excellent.

Most importantly, from the standpoint of future opportunities, the Port has developed a "can-do" attitude reinforced by facilities that are quickly able to be developed to meet a wide variety of demands. Within Morrow County, port facilities offer the greatest opportunity for sustained growth and job creation.

## Morrow County

Within Morrow County, but outside of Port of Morrow lands, is the 20,000-acre Umatilla Army Depot. This depot spans the border between Morrow County and Umatilla County in the north county area between 1-84 and U.S. 730. For nearly 40 years the U.S. Army stored nerve gas at this site, but in 1999 the EPA initiated cleanup activities using innovative technologies to speed up the project. The Depot represents a substantial development opportunity once cleanup activities are completed. The Local Reuse Authority, in 2010, finally took action and completed a reuse plan.

Another sizable opportunity exists at the Boardman Bombing Range. The U.S. Navy and the Oregon National Guard have initiated planning for expanded training activities at the Bombing Range. Should the concept go forward, it would involve concentrated activity on weekends and summer weekdays, with National Guard troops traveling to the Range from around Oregon. Substantial planning and engineering work will be necessary to remove unexploded munitions that remain on the site, and provide an adequate roadway system to accommodate heavy vehicle and personnel movement. Planning and engineering effort for the reuse of the Bombing Range may require future TSP amendments, preparation of a Transportation Refinement Plan (TRP), or other means appropriate to identify needed improvements and an implementation strategy.

## Future Land Use And Population

### Future Population

County population forecasts prepared by the Office of Economic Analysis (OEA) were reviewed to evaluate future population for Morrow County. For the 1997 TSP, OEA forecasts were found to underestimate long-term growth in Morrow County and were adjusted upward to be more realistic. OEA also certifies interim population estimates for Oregon's counties and incorporated cities for non-census years.

Table 4-1 shows the County's future population projections for the entire study period. Year 2030 population projections shown in Table 4-1 were estimated by applying the 2.5% annual growth rate determined by OEA for the 2000-2025 period to the 2010 census numbers for the County and its cities.

<b>Area of County</b>	<b>2010 Census Count</b>	<b>2030 Total</b>	<b>Change 2010-2030</b>
Boardman	3,220	3381	161
Irrigon	1826	1917	91
Heppner	1291	1356	65
Ione	329	345	16
Lexington	238	250	12
Unincorporated Area	4958	5206	248
<b>Total</b>	<b>11533</b>	<b>12455</b>	<b>922</b>

## Future Travel Demand

Future travel demand will increase as population grows and development occurs. Therefore, the future transportation demand is closely related to the forecasted increase in population in each region of the county. Adjustments to the population-based rates of growth in transportation demand were made to reflect the greater proportion of employment, medical and commercial services available in north county. In all, three different annual growth rates used to estimate 2030 daily traffic volumes. A 3.0- percent/year rate was assigned to the north county, 2.0 percent in mid-county from approximately Baker Lane to Willow Creek Road, and 1.0 percent per year in south county. These growth rates the State of Oregon's efforts to promote employment growth in rural counties are generally consistent with the adopted TSPs in the cities. ODOT prepares 20-year forecasts of *average* daily traffic (ADT) on all state highways, which are also used for projecting future travel demand. The projected 20-year growth rates were compared to the rates applied in this TSP:

- On 1-84, projected *average* annual growth rates ranged from 1.9 percent near Boardman to 2.5 percent near the Port of Morrow interchange. These are generally consistent with the annual rate of 3.0 percent used in this TSP.
- On U.S. 730, projected annual growth rates ranged from 0.7 percent northeast of 1-84 to 0.5 percent at the county line. These rates are much lower than the 3 percent annual rate used in this TSP, and underestimate potential growth in this area stemming from industrial development *over* the next two decades on Port of Morrow lands.
- On OR 207 from Lexington toward Umatilla County, projected growth rates ranged from 1.7 percent per year near Lexington to 3.8 percent at the county line. These are generally consistent with the 2 percent annual rate used in the TSP. With projected 2023 daily volumes less than 2,000 vehicles, a slight difference in the growth rate would have little effect on future traffic operations.
- On OR 206 south of Heppner, the projected growth rate of 0.9 percent per year is consistent with the 1% per year rate used in the TSP.

Figure 4-1 compares existing 2010 and projected 2030 daily traffic volumes throughout the County. As seen in the figure, the highest traffic growth is along the 1-84 corridor near Boardman and at the Umatilla County border, where traffic volumes are expected to exceed 20,000 *average* daily trips (ADTs). Not surprisingly, the rural areas of the county are expected to see only modest growth *over* the next 20 years. Growth in travel demand is also expected to increase on county roads near urban areas such as 4th Street, Division Road, Columbia Avenue, and Bombing Range Road.

## Future Transportation Needs

### Volume-to-Capacity Ratio Performance

Roadway performance was evaluated using the volume to capacity (V/C) criteria described earlier. Future V/C ratios were calculated for existing and projected 2024 traffic volumes. Selected existing and projected future V/C ratios and daily volumes for the higher volume roadway segments in the county are shown in Table 4-2.

As seen in the table, most state highways are expected to operate with V/C ratios less than 0.50 through 2024. South county roadways are projected to gain only moderate traffic levels and will have minimal increases in their V/C ratios, projected to remain under 0.20 on state facilities. The highest volume corridors, which are along 1-84, operate at acceptable conditions under both existing and future conditions. The only segment that approaches its v/c threshold is 1-84 east of the Paterson Ferry interchange, where the estimated existing V/C ratio of 0.48 is projected to increase to 0.66.

**TABLE 4-2  
PROJECTED 2024 V/C RATIOS ON STATE HIGHWAYS**

<u>Highway/Location</u>	<u>2004 30th DHV</u>	<u>2004 30th DHVV/C Ratio</u>	<u>2024 30th DHV</u>	<u>2024 30th DHVV/C Ratio</u>
1-84 Morrow-Gilliam County line	1,650	0.30	2,300	0.36
1-84 west of Tower Rd.	1,700	0.31	2,370	0.37
1-84 west of Port of Morrow interchange	2,150	0.40	3,010	0.47
1-84 east of US 730	1,850	0.34	2,860	0.44
1-84 east of Paterson Ferry Rd.	2,060	0.38	4,280	0.66
US 730 west of Division Street	990	0.40	1,160	0.47
OR 74 north of Morgan Rd.	20	0.01	30	0.02
OR 74 lone west city limits	30	0.02	30	0.02
OR 74 east of lone	90	0.02	120	0.03
OR 74 east of Rhea Creek Rd.	80	0.02	120	0.03
OR 207/74 at Lexington ATR	180	0.05	230	0.07
OR 207/74 east of Little Butter Creek Rd	20	0.01	20	0.01
OR 206 Morrow-Gilliam County line	10	0.01	10	0.01
OR 206 south of Heppner city limits	160	0.05	180	0.06
OR 207 north of Tall Rock Rd.	40	0.01	50	0.02
OR 207 south of Blue Min. Rd.	30	0.01	30	0.01

Morrow County's modest population and large size result in low travel demand on most County roadways. Estimated 2024 V/C ratios are at or above 0.10 include the following:

- Tower Road (2024 V/C of 0.38 between Kunze Lane and 1-84).
- Paterson Ferry Road (2024 V/C of 0.16 north of 1-84).
- Kunze Lane (2024 V/C of 0.10 at the west end).
- Bombing Range Road (2024 V/C of 0.11 near 1-84); and
- Paterson Ferry Road (2024 V/C of 0.10 south of 1-84).

All other measured ADTs indicate very low V/C ratios (LOS A), ranging between 0.01 and 0.09. The LOS standard for Morrow County is LOS D or better. LOS, which is based on peak hour volume, was not measured directly, but with estimated v/c ratios on county roads of 0.38 or less it is unlikely that levels of service exceed LOS D at any of the locations evaluated.

Existing/Future Traffic Volumes Figure



Existing/Future Traffic Volumes Figure

## Future Connectivity

As growth and development continue in the northern part of the county, the lack of connectivity between (and amongst) north county and south county will limit opportunities for growth in population and employment in the southern part of the county. The development of an additional north-south connection between Boardman and Lone would open up opportunities for employment and population growth by decreasing travel time between north county and south county. Improved travel time will help to attract future population growth by offering an advantage to people employed in the north and residing in the south. It will also help to attract employment growth by reducing costs associated with hauling products.

This second route has historically been referred to as Lone-Boardman Road (Figure 4-3). The existing impediments to transfer of Bombing Range Road to the county magnify the importance of Lone-Boardman Road as a second north-south connection. However, there are also impediments to constructing Lone-Boardman Road. The county has acquired a dedicated right-of-way that would allow construction of a road (Tower Road Extension) connecting the southern end of Tower Road to Highway 74 near Cecil. This indirect alignment, while beneficial for circulation and emergency access, would not fully meet the need for a second north/south connection. Implementation of a second route is unlikely to take place until after the Oregon National Guard's plans for future operations on the Bombing Range have been further developed. More intense use of the Bombing Range could result in greater traffic and population in the mid- county than assumed in this TSP for 2024. As discussed elsewhere in this plan, further analysis such as a Transportation Refinement Plan (TRP) or similar effort may be necessary to identify the improvements and implementation strategy needed to serve a military training facility on the Bombing Range. The new off-highway vehicle (OHV) park in south county could also increase traffic volumes more than expected. However, OHV park activity is expected to be concentrated on weekends. With existing traffic daily traffic volumes on the roads serving the park area a few hundred vehicles or less, capacity is not expected to be an issue.

## Local Street Network

Under the requirements of the Transportation Planning Rule (TPR), Morrow County must develop its own standards for creation of streets that meet TPR objectives. Standards are used to control the spacing of streets and to limit excessive out-of-direction travel. This TSP provides recommended ordinance language that will assist the County in refining local street standards and in identifying local roadway networks.

Under the TPR, streets need not be required under one of the following conditions:

- Where physical or topographic conditions make a street impractical.
- Where redevelopment to accommodate a street or access way now or in the future is precluded by existing buildings or other development.
- Where the street or access way violates the provisions of an easement, lease, covenant, restriction, or other agreement existing as of May 1, 1995, that preclude the street's or access way's connection.

Where conditions of development approval require off-site improvements. (The improvements shall include facilities that accommodate pedestrian and bicycle travel.)

A first step in developing a local street network plan is to identify opportunities for new local streets. Factors such as existing development patterns, vacant land, existing utility easements, and connectivity with surrounding streets must be considered in planning new street alignments. To assist in developing these local street networks, a series of figures is presented in this TSP and for the area east of Irrigon in the U.S. 730 Corridor Refinement Plan. These figures present a conceptual street network plan for buildable lands in north Morrow County in areas adjacent to Irrigon, Boardman, and the Army Depot, and have been developed with consideration of the street elements of the adopted Transportation System Plans for the two cities. The following figures identify buildable lands and a proposed conceptual street network:

- Figure 4-4, East Irrigon Area Rural Residential Development
- Figure 4-5, West Irrigon Area Rural Residential Development
- Figure 4-6, South Irrigon Area Rural Residential Development
- Figure 4-7, East Boardman Farm Residential Development
- Figure 4-8, West Boardman Farm Residential Development
- Figure 4-9, Army Depot and Patterson Ferry Road

These local street network plans would be implemented through adoption of the TSP and supporting plan and ordinance language as the transportation chapter in the County's Comprehensive Plan. Zoning and subdivision ordinance amendments are needed to ensure that local street rights-of-way are acquired and that streets are improved over time as land is developed and new homes are constructed. While the implementation of the network plan is provided through zoning and subdivision ordinance modification, an allowance for flexibility in local street alignments to meet network plan objectives and phased development is crucial.

Recommended standards in the TSP are based on a 60-foot right-of-way for local, collector and arterial roads. This right-of-way width allows a reserve strip on each side of the street drainage and planting strips, sidewalks or paths, and other utilities.



## Proposed Roadway Figures

Proposed Roadway Figures

**Proposed Roadway Figures**

Proposed Roadway Figures

Proposed Roadway Figures

Proposed Roadway Figures

**Proposed Roadway Figures**

## **Access Management**

Access management is a tool used for controlling existing and future points of connection to major transportation facilities. It is intended to maintain or enhance safety and operational performance at less cost than adding capacity to the facility. Adding access points to an arterial can reduce its functional capability, causing delays and increased safety concerns created by turning movements.

In addition to reducing capital expenditures, implementing access management has positive impacts on maintaining the livability along arterials and improving safety. A direct correlation exists between the number of access points and collision rates. As an example, closing or consolidating existing driveways along arterials decreases the number of conflicts between vehicles entering and exiting from adjacent properties and those traveling along the arterial. The result is less vehicle delay with improved travel time along the arterial. Access management measures also decrease safety issues for motorists, pedestrians and bicyclists.

Where access management is not implemented, the livability of a community can suffer. This change in livability is usually created by increased numbers of access points, which lead to wider arterial construction and a resulting increase in traffic volume. Management techniques implemented at the outset will limit the number of connections and produce minimum spacing standards, reduce the need for costly improvements such as lane additions, and prevent the loss of livability to a community created by increased traffic volumes after arterial lane additions. For these reasons, it is prudent that all levels of government maintain the efficiency of existing arterial roadways by implementing an access management strategy.

### **Techniques**

Access points are restricted by use of the following techniques:

- Restrict spacing between access points (driveways) based on the type of development and arterial.
- Consolidate looping driveways serving individual parcels into a single access point.
- Encourage adjoining properties to share a single access point.
- Provide driveway access to collector or local roadways where possible.
- Construct frontage roads for separation of local and through traffic.
- Provide service drives to reduce increased vehicle queues onto adjoining roadways.
- Provide acceleration, deceleration, and right turn lanes.  
Use T-intersections to create driveway offsets, which reduce the number of conflict points with through traffic.
- Place median barriers to control conflicts with left turn movements.
- Create side barriers along property adjacent to the roadway.

Also recommended is restricting the use of "split" accesses, where the driveway serving a single parcel splits into two connections just before reaching the public roadway. These split driveways or access points, which are fairly common on County roads, create safety concerns due to the driver's angle of approach. This is in contrast to a "tee" intersection, where the side street intersects the major street at or near a right angle, providing the driver with a clear view to the left and right.



**Recommended Standards**

Access management techniques range from complete access control on freeways to restrictions on parking and loading on local and minor streets. Recommended access management guidelines by roadway functional classification are described in Table 4-3. The table lists the recommended minimum spacing between adjacent access points for each functional classification. A modification or variance process is also needed, as less restrictive spacing standards can be appropriate in areas with more intense development and lower travel speeds.

<b>TABLE 4-3 RECOMMENDED ACCESS MANAGEMENT STANDARDS FOR COUNTY ROADS*</b>				
<b>Functional Classification</b>	<b>Type of Intersecting Facility</b>			
	<b>Public Road</b>		<b>Private Drive</b>	
	<b>Type</b>	<b>Minimum Spacing</b>	<b>Type</b>	<b>Minimum Spacing</b>
Rural Arterial	at-grade	600 ft	Left/right turns	600 ft
Rural Collector	at-grade	300 ft	Left/right turns	300 ft
Rural Local	at-grade	200 feet	Left/right turns	Access to each lot

\* For most roadways, at-grade crossings are appropriate. Also, allowed moves and spacing requirements may be more restrictive than those shown to optimize capacity and safety. Any access to a state highway requires a permit from the district office of ODOT and is subject to the access spacing standards in Table 4-4.

**Application**

Recommended access management standards should be applied to county roads in Morrow County. Morrow County is not required to meet these standards immediately. However, existing permitted connections that are not conforming will be upgraded as circumstances permit. Generally, access management standards do not eliminate existing intersections or driveways but apply to the creation of new access points as development occurs, and modification of existing accesses as redevelopment occurs. As the ongoing development process continues, access to roadways should meet these guidelines. Where safety has been compromised, as evidenced by an unusually high number of collisions or other difficulties, these access management standards and techniques can be applied using a "staged implementation" approach to improve an existing roadway. A "staged" approach might involve providing shared or consolidated driveway connections, eliminating left turns from selected driveways onto the street, installing a center median to limit access to right-in/right-out only (RIRO), and ultimately closing the access when it becomes possible to provide an alternate access point.

**Summary**

In summary, access management strategies control the number of access points and provide for roadway facility improvements. If used effectively, this comprehensive program provides reasonable access without compromising the safety and effectiveness of traffic movement.

## State Highways

Access management is important to promoting safe and efficient travel for local and long-distance travel along OR 74, OR 206, and OR 207 and US 730 in Morrow County. The Oregon Highway Plan (Oregon Department of Transportation 1999) includes an access management classification system for state facilities with access spacing standards based on the highway classification and posted speed. These access spacing standards are included in section 734-051 of the Oregon Administrative Rules. Although Morrow County may designate state highways as arterial roadways within their transportation systems, access management categories for these facilities would need to generally follow the guidelines of the Oregon Highway Plan. This section of the TSP describes the state highway access categories and specific roadway segments where special access applies.

U.S. 730 is an Oregon state highway that previously had a statewide level of importance. Since the interconnection of 1-82 to 1-84, U.S. 730 is judged to have regional importance within Morrow County, outside the urban growth boundary for Irrigon. OR 74 is also designated as a regional highway. Access spacing standards for regional highways range from 450 feet (at 25 miles per hour [mph] posted speeds) to 990 feet (at 55 mph posted speeds).

OR 206 and OR 207 through Morrow County are classified as district highways, with access spacing standards ranging from 400 feet (at 25 mph posted speeds) to 700 feet (at 55 mph posted speeds). Traffic signals are permitted at a minimum of 1/2-mile spacing.

### Adopted Standards - State Highways

Access management standards for all state facilities are included in Section 731-054 of the Oregon Administrative Rules (OAR). Applicable standards for the highways in Morrow County are shown in Table 4-4. These standards apply only to unsignalized access points. Where a right of access exists, the Oregon Highway Plan requirements allow a property to have access onto a state highway only if that property does not have reasonable access and there are no other options possible.

Highway	Classification	Access Spacing Standards for Public or Private Unsignalized Access (ft) for Posted Speed Indicated (mph)				
		>55	50	40 & 45	30 & 35	<25
US 730, OR 74	Regional	990	830	750	600	450
OR206, OR 207	District	700	550	500	400	400

REFERENCE: Oregon Administrative Rules Section 734-051 12004\

Access within the influence area of existing or proposed interchanges is also regulated by the State of Oregon (OAR 734-051). A minimum of 1,320 feet is required between an off-ramp and the nearest major intersection. No left turns and no four-legged intersections are allowed in the first 1,320 feet. On two-lane crossroads in developed urban areas, right turns are allowed a minimum of 750 feet from an interchange on two-lane crossroads. On four-lane crossroad in

developed urban areas, a minimum of 990 feet is required between the last right-in/right-out access and the start of an on-ramp taper. Exceptions to these interchange management standards must meet specific criteria described in OAR 734-051-0135 in order to be approved by the Region Access Management Engineer.

### **Other Transportation**

Concerns have been raised that demand for transit services and other alternative travel modes will increase in Morrow County. Some indications demonstrate that there may be a greater demand for public transportation services as the existing population ages. Other system improvements that may follow modifications to county roadway standards will increase the ability for alternative methods of travel, such as bicycles and pedestrians.

Since the original TSP was prepared in 1997, the County has succeeded in receiving grants to partially fund signage for the Columbia River Heritage Trail (Heritage Trail), a bicycle/pedestrian facility along the north border of the County adjacent to the Columbia River. The Heritage Trail connects the cities of Irrigon and Boardman, creating an attractive intercity commute route for work, school, and recreation. The Heritage Trail also has historic and cultural significance relating to the Lewis and Clark trail route, the Oregon Trail, and native Americans' historical use of the area. The 2005 TSP promotes adding more local connections to the Heritage Trail to increase its accessibility.

Bicycle travel is also popular in south county along the Blue Mountain Scenic Byway and other roads. Most of the roadways have narrow shoulders not suitable for riding, but have traffic volumes low enough that shared use is comfortable for most bicyclists.

## **CHAPTER 5**

### **Future Transportation System Options Analysis**

#### **INTRODUCTION**

The Oregon Transportation Planning Rule (TPR) requires the analysis of transportation system alternatives that respond to safety and mobility needs. For the Morrow County Transportation System Plan (TSP), potential roadway improvement projects were identified using available county and state sources together with input from stakeholders and the public that address the specific goals and objectives of this plan. Options included in the analysis address both county and state facilities.

The options included in this chapter are based on recommendations made by the state, county, and local jurisdictions, and members of the general public. These recommendations reflect needs for safety, traffic mobility, and community development.

#### **EVALUATION CRITERIA**

Evaluating the appropriateness of transportation improvements requires that each project be compared to a set of criteria. The evaluation criteria selected for the Morrow County TSP are based on the goals and objectives identified in Chapter 2. This analysis qualitatively assesses each project based on whether a proposed project increases or decreases each of the following areas:

- Safety
- Environmental
- Socioeconomic
- Land use impacts
- Cost effectiveness.

The safety criterion addresses the proposed project's ability to increase the safety of drivers of both automobiles and, trucks, bicyclists, pedestrians, and equestrians. The environmental criterion considers factors such as air quality, wetlands protection, water quality, noise, and quality of life. The socioeconomic criterion includes the factors such as roadway capacity and maintenance needs, community livability, and economic development. Land use factors include the zoning adjacent to proposed projects, impacts to residential areas, and right-of-way requirements. Finally, cost effectiveness addresses the availability of sources of funding to address the proposed project, and the expected benefit to the community.

#### **TRANSPORTATION SYSTEM OPTIONS ANALYSIS**

This section involves the evaluation of recommended projects by the state and county for inclusion into the Morrow County TSP. In addition, projects are considered that were identified in the public involvement process. These projects include changes to state highways, county roads, bridges, intersections, and bicycle and pedestrian facilities.

## State Transportation Improvement Program Projects

The Oregon Department of Transportation (ODOT) establishes a 4-year plan for improvements to the state highway system. The STIP lists the specific projects, describes each project's purpose, sets a project schedule and estimates the completion cost. Most STIP projects correct existing or projected roadway preservation needs, improve safety, or increase facility capacity. The original TSP listed a number of bridge and resurfacing projects from the 1998-2001 STIP, which have all been completed. An additional \$6.856 million in improvements listed in the 2002-2005 STIP that were not in the 1997 TSP have also been completed. Except for the 2004 Main Street enhancement in the City of Boardman, these projects were all funded under the first round of the Oregon Transportation Investment Act (OTIA I), which is described in more detail below. The primary 2004-2007 STIP project identified in the 2005 TSP was the Port of Morrow Rail Access Loop, a project with an estimated cost of \$6.35 million, completed in 2006. The 2010-2013 STIP projects are listed in Table 5-1.

Program Year	Program	Project Description	Action	Estimated Cost
2010	2006-2009 STIP Draft 2008-2011 STIP	OR207 Corridor Intersection Improvements	Improve six identified intersections	\$1,102,000
2010	2010-2013 STIP	Heppner Snow Fence		76,000
2011	2010-2013 STIP	Morrow Multimodal Rail Logistics Center		7,927,000
2011	2010-2013 STIP	OR 207 Corridor Section improvements Phase II		500,000
2011	2010-2013 STIP	Morrow Multimodal Rail Logistics Center (POM)		2,000,000
2011	2010-2013 STIP	Port of Morrow Access improvements		10,800,000
2012	2010-2013 STIP	Drainage/Slope and Pedestrian Improvements (Heppner)		1,520,000
2013	2010-2013 STIP	Barratt Blvd. Reconstruction (Heppner)		1,480,000
2013	2010-2013 STIP	Sperry St/Willow Creek Bridge #49811		807,000
Reference: 2010-2013 STIP and draft 2012-2015 STIP				

In 2001 the Oregon State Legislature initiated a \$400 million-dollar bonding program, the Oregon Transportation Investment Act (OTIA), to finance major bridge and highway maintenance projects throughout the state. The act has been renewed twice and now represents over \$1 billion in bonded improvements. OTIA III, the largest installment of OTIA funding to date, included two major projects in Morrow County, which represented an investment of nearly \$13 million for repair of the bridges on I-84 at the Irrigon Junction and the now completed reconstruction of Kunze Road in Boardman from Main Street to Tower Road.

Additional State Highway improvements planned beyond the current STIP include an overpass of 1-84 at Olson Road, which is also listed in the Boardman TSP. Table 5-2 lists these projects, which represent over \$2 million in improvements for the County.

<b>Program Year</b>	<b>Program</b>	<b>Project Description</b>	<b>Action</b>	<b>Estimated Cost(\$)</b>
N/A	OTIA III	1-84 Irrigon Junction	Repair eastbound, westbound bridges	9,800,000
N/A	City of Boardman TSP	Overpass	Construct overpass	8,000-10,000

Reference: City of Boardman Transportation System Plan.

### **Evaluation of Recommended Transportation Improvements**

Additional transportation strategies and improvement projects were identified by the county, Port of Morrow, and members of the community. These measures address safety, capacity, and maintenance issues that need to be attended to within the next 20 years and have been identified as needs in the County Comprehensive Plan or by stakeholders in the Morrow County TSP. The following sections describe transportation options for the Morrow County TSP.

#### ***State Facilities Recommendations***

Several capital improvements had been suggested for state highway facilities in Morrow County, including corridor safety studies, roadway realignments, turnouts, and roadway maintenance. The projects on the original list were compiled from suggestions of the Morrow County Planning Department and from citizen and stakeholder comments made during various public involvement processes. Many of these projects have been completed and the remaining project is improvements to OR 74 at horseshoe bend near Morgan. These improvements are needed at this location to improve safety on this route. The estimated cost for the improvements would be \$1,200,000 in 2004 dollars.

#### ***The County Road Program***

In recent years the Morrow County Public Works Department has taken on a more strategic approach to prioritizing maintenance and repair needs that applies resources to more than one project within the same general area. This reduces set-up and transportation costs, allowing the County to stretch roadway improvement resources further compared to a traditional "worst-first" maintenance and repair process.

Table B-1 in Appendix B provides a list of the recommended projects to be completed in the short term or over the next 5 to 6 years. This list, prepared by Public Works, has the approval of the Morrow County Road Committee.

Table B-2, also in Appendix B represents additional projects that have been identified, but there is not a current funding mechanism to complete them. At the time of the next TSP update, or when the current projects listed in Table B-1 are complete, a new 5-year project list will be identified. This 20-year list will be the first place to look for projects to be included.

All of these roadway improvements are recommended, and can be found to support the evaluation criteria, particularly safety and socio-economic benefits. Priority of these projects will be determined by the Public Works Department based on the urgency of the need, total cost, and the availability of funding sources.

**Port of Morrow Recommended Projects**

In general, roadway improvements on Port lands are market-driven and timed to serve new industrial tenants. The Port, which is presently developing a new siding and has developed a rail loop connecting to the Union Pacific mainline, identified the additional major projects listed in Table 5-6 to be included in the TSP. These are projects that the Port has identified as necessary to increase capacity, allow for economic development, increase safety, and improve intermodal access. Projects that would be a joint effort of the Port and the City of Boardman are also listed. Access to the Port's east industrial area north of the 1-84/US 730 interchange is recommended via one or more at-grade or grade-separated connections to US 730 between 1-84 and Paterson Ferry Road. Over the longer term as this industrial area becomes more fully developed, additional access may be needed, potentially including modification to the existing 1-84/US 730 interchange to provide direct freeway access. The initial step toward interchange modification, an interchange area access management plan, is currently under way. Also included in this list of projects are those identified as part of the speedway land-use approval process. [In addition to roadway projects, large undeveloped parcels in the Port could be used as a transit facility with the arrival of fixed-route transit services. This could include a park-and-ride or mobility hub, transit storage and maintenance, or a combination of the two. Providing transit service to the Port can promote options for existing employees and give access to those seeking employment.](#)

Roadway	Project Description	Est. Cost (\$1,000)
East Beach Industrial Area Access	New access is proposed to serve the Port of Morrow East Industrial Area located north of the existing 1-84/US 730 interchange and west of US 730 via an at-grade or elevated intersection or intersections. As the east industrial area develops, the need for direct interchange access will require further analysis (see IAMP).	\$2,000-10,000
U.S. 730 Connector for Industrial Park Access	Installation of 6,800 feet of road extension off U.S. 730 for east access to the Port's East Beach Industrial Park area. This project would extend Lewis & Clark Drive to U.S. 730 (see IAMP).	\$6,200
East Beach Industrial Corridor	Installation of 18,900 feet of industrial road to extend Gar Swanson Lane from East Columbia Avenue to loop the Port's industrial property to intersect with Lewis & Clark Drive (see IAMP).	\$4,500
Kunze Road (Boardman)	Reconstruct from Main to Tower (completed 2007-2008)	\$2,700

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TABLE 5-3 MORROW COUNTY PORT OF MORROW FUTURE ROADWAY PROJECTS		
Roadway	Project Description	Est. Cost (\$1,000)
Olson Road (Boardman)	Construct overpass over 1-84	\$9,000
Tower Road overcrossing	Construct overcross over UP railroad line	\$1,000
1-84/Tower Road Interchange	Modifications to the 1-84/Tower Road Interchange, including dual lane ramps, a four-lane bridge, and improved turning radiuses at the on/offramps.	
1-84/Tower Road Interchange	Stacking or merge lanes (acceleration/deceleration lanes) extending approximately 1.5 miles in each direction from the 1-84/Tower Road Interchange.	
Tower Road	Widen Tower Road to five lanes between 1-84 and the southernmost entrance to the speedway on Tower Road.	
New 1-84/Speedway Interchange	A new 1-84/Speedway Interchange east of PGE's north/south rail spur crossing of 1-84 and including two-lane on and off ramps and a four-lane bridge over 1-84.	
1-84 at New Speedway Interchange	Stacking or merge lanes (acceleration or deceleration lanes) extending approximately 1.5 miles in each direction from the 1-84/Speedway interchange.	
Interstate 84	An additional (third) eastbound and westbound travel lane on 1-84 between Highway 730 and the Speedway Interchange and from 1200 meters west of the Army Depot Interchange to the 1-82/1-84 Interchange.	
Interstate 84	Bridge widening or modification as necessary along 1-84	
Interstate 84	Extended ramps and taper lanes on 1-84 westbound between 1-82 and a point west of the 1-84/Army Depot Interchange.	
Interstate 84	Merge/diverge lanes eastbound on 1-84 between a point west of the 1-84/Army Depot Interchange and the 1-82/1-84 Interchange	
Interstate 84	Modifications to the connector ramps at the 1-84/1-82 Interchange to provide two-lane on or offramps.	
New Speedway Perimeter Road	A four-lane surface road system within and encircling the perimeter of the Speedway.	
Kunze Road	Realignment of the Kunze Road/Tower Road interconnection southward to meet Division 51 spacing standards.	Completed
Interstate 84	Improvements to the 1-84/Army Depot Interchange to facilitate 1-82/1-84 merge/diverge lanes.	

**Structurally Deficient and Functionally Obsolete Bridges**



Bridges in Morrow County are inventoried biennially. The inventory rates bridges on a sufficiency rating scale that ranges from 0 to 100, with lower scores meaning worse conditions and higher scores indicating adequate conditions. Sufficiency scores for bridges in the National Bridge Inventory (NBI) database are translated to a qualitative ranking of Not Deficient, Structurally Deficient or Functionally Obsolete. There are 116 bridges in the County, including 44 County bridges, 11 city bridges, 60 ODOT bridges and 1 railroad bridge. Table 5-7 lists the bridges in the County rated as structurally deficient or functionally obsolete. The U.S. 730 bridge is listed for repair in the state's OTIA III bridge program. Brenner Canyon Bridge was replaced under the OTIA I program.

TABLE 5-4 EXISTING BRIDGE DEFICIENCIES			
Bridge No.	Owner	Description	Status Code
08885	ODOT	U.S. 730/USRS Canal	Structurally Deficient
49C05	County	Spring Hollow Road/Rhea Creek	Functionally Obsolete
49C12	County	Road Canyon Road/Rhea Creek	Replaced 2009-2010
08475	County	Willow Creek, Oley McNab Road.	Structurally Deficient
48609	County	Willow Creek, Clarks Canyon Road	Structurally Deficient
REFERENCE: Oregon Department of Transportation			

These bridges are recommended for upgrades over the next 20 years to increase safety and mobility along these key roadways. Priority for improvement should be based on the traffic volume, level of deficiency, safety, and available funding.

***Bicycle and Pedestrian Facilities***

Adequate bicycle and pedestrian facilities become more important in and surrounding population centers. As population increases, so does the total number of bicyclists and pedestrians. Goals and policies identified in Chapter 2 include the development of multi-use paths and trail systems and roadway design features to accommodate bicycles and pedestrians. The county has developed a bicycle and pedestrian plan to promote bicycle, pedestrian, and other non-motorized forms of travel.

Two bicycle and pedestrian facilities recommended in the original TSP have been or are currently being built. [In South Morrow county, a multi-use pathway extending from the City of Heppner to the swimming pool has been constructed. There is interest in extending that pathway to connect the Town of Lexington and City of Ione](#) On the north side of the county, the Columbia River Heritage Trail, a multi-use pathway along the Columbia River, continues to be developed. [The trail currently provides a connection between Boardman and Irrigon through the Wildlife Area but only seasonally. The refuge is closed between October 1 and January 31 each year, leaving a gap which might otherwise be an intra-city connection](#)

year-round. The Heritage Trail is primarily an off-road, unimproved path located along the Columbia River on land owned by the Army Corps of Engineers. Horseback riding along the ACOE sections is very popular. The Concept Plan envisions a more refined and improved surface that would allow, at a minimum, an asphalt bikeway connection between Irrigon and Boardman. The Heritage Trail in Boardman runs along Tom's Camp Road, Wilson Lane, Main Street and Marine Drive. East of Boardman the trail turns south along Ullman Boulevard to Columbia Avenue, continuing along Columbia through the wildlife refuge. From Irrigon it continues to the Umatilla County line, connecting with Umatilla County's Lewis & Clark Trail. Additional connections to the existing portions of the Heritage Trail are needed to enhance its accessibility. Extension of the trail west of Boardman is planned.

The option to modify roadway design standards to include facilities for bicycles and pedestrians was also considered. Bicycle and pedestrian facilities can be developed at a variety of levels, from grade-separated pathways to shared roadway facilities. Because county roads serve mainly rural areas, the proposed modification to the roadway standards will include a widened roadway shoulder for pedestrian and bicycle travel.

All of these actions should be included in the TSP in order to increase safety and mobility for non-motorized travel. In addition, the county will work with the cities in the creation of their respective TSPs to develop bicycle and pedestrian projects within the urban growth boundaries.

#### **Public Transportation**

The need for public transportation will continue to grow as not only the population and regional travel demand increases, but also as the County's population ages and increases demand for public transportation. The most recent Morrow County Coordinated Human Services Plan identified public transportation needs related to information and marketing, geographic coverage and connections, temporal coverage (i.e., late night/early morning service), organizational structure, technology, operations, and underserved markets. The City of Heppner TSP also identified issues and opportunities related to information and marketing, technology, operations, and markets for transit service. The Hermiston – Boardman Connector / Port of Morrow Circular Report identified the need for fixed-route services within and between Morrow and Umatilla Counties, in particular for shift worker commutes and regional resources such as medical facilities and shopping destinations. In addition to transit services, bicycle and pedestrian improvements near bus stops should be implemented to provide safe and convenient access for all users.

#### **Airport Facilities**

Air access will be increasingly important as the county continues to grow. The state's most recent pavement maintenance report for the Lexington-Morrow County airport (2003) calls for a five-year maintenance plan for the 2004-2009 period with about \$617,000 of inspection and maintenance work that is needed to avoid more costly repair work. The Airport Layout Plan for the Lexington-Morrow County Airport, acknowledged by DLCDC in 2002, is a 20-year plan for use of the airport and adjacent lands.

#### **Transportation Demand Management**

Transportation demand management (TDM) is a collection of strategies directed to reduce the number of trips by automobiles. Programs are normally directed towards major employers

whose size increases the chances for employees to carpool (share a ride with another employee), telecommute (work at home), or participate in shift work schedules (4-day, 10-hour shifts, for example). These strategies not only benefit the roadway system through reduced traffic levels, but also contribute to reduction in air pollutants.

TDM strategies are usually most effective in highly urbanized areas; however, these programs can be applied to rural areas. The county and cities can work towards providing more bicycle lanes, pedestrian paths, and carpool programs--all of which are still appropriate to rural areas. In addition, major employers within the county (those with more than 100 employees) could be required to develop TDM programs that promote the increased use of commute alternatives and reduce the dependence on the single occupant vehicle.

A TDM program is recommended for inclusion in the County's TSP. Construction of the Heritage Trail offers a TDM resource for employees to utilize non-vehicular commute alternatives. Further measures should include the county's adoption of employer-based TDM regulations to implement TDM strategies to its major employers. The county needs to also encourage cities within the county to evaluate TDM measures as part of their TSP.

**Summary Of Recommendations**

The recommendations of the alternatives analysis are summarized in Table 5-8. As shown in the table, it is recommended that all projects listed for county transportation facilities be implemented and included in the Morrow County TSP. These recommendations reflect input by the state, county, jurisdictions, and residents. All projects are supported by the evaluation criteria and will assist in meeting the county's goals of improving safety and mobility, improving the quality of life for its residents, increasing opportunities for non-motorized forms of transportation, and providing for economic growth. Chapter 6 discusses the implementation of these actions for Morrow County.

TABLE 5-5 TRANSPORTATION IMPROVEMENT OPTIONS RECOMMENDATIONS	
Option	Recommended Action
1. Construct projects identified in the STIP	Implement
2. Construct county-identified projects	Implement
3. Complete Port of Morrow recommended projects	Implement
4. Upgrade structurally deficient and functionally obsolete bridges	Implement
5. Develop bicycle, pedestrian and equestrian facilities, including the Heritage Trail	Implement
<a href="#">6. Enhance public transportation services and facilities</a>	<a href="#">Implement</a>
6-7. Perform recommended maintenance measures at the Lexington-Morrow County Airport to avoid more costly repair work.	Implement
7-8. Implement TDM Strategies	Implement

## **CHAPTER 6 TRANSPORTATION SYSTEM PLAN**

### **INTRODUCTION**

This chapter provides the detailed operational plan for each of the transportation systems within the County. The Transportation System Plan (TSP) identifies improvements necessary to address the needs of County residents over the next 20 years, including the development of new facilities, reconstruction and maintenance of existing facilities, and the development of bicycle and pedestrian facilities, as well as improvements to airport and freight operations. Components of the TSP include roadway classification standards, access management recommendations, transportation demand management (TOM) measures, improvements to the mobility of goods and freight, and a TSP implementation program.

This chapter describes the implementation strategy for each of the following areas: roadway standards modifications; management of access on arterials and highways; system plans for each transportation mode; implementation of the TSP

### **MODIFICATIONS TO ROADWAY STANDARDS**

Roadway standards provide the minimum design characteristics for each class of road (called a functional classification). In other words, for each functional classification, the roadway standards specify the minimum lane width, shoulder width, pavement depth, etc. As discussed in Chapter 3, the County adopted roadway standards for eight classifications of roadways developed during the process of preparing the original TSP and have been subsequently revised and are summarized in Table 6-1. Illustrations of the proposed standards as roadway cross-sections are included in Appendix A, including standard dimensions for roadway base, pavement elements, and drainage for each class of road. These standards incorporate the increased shoulder width for bicycles and pedestrians maintain a minimum 60-foot right-of-way to ensure adequate room for utilities and drainage. If the initial review of the engineered street design plans indicate additional right-of-way is necessary beyond the standard width of 60 feet (e.g., areas where slopes, sensitive areas or other factors require additional right-of-way to accommodate the roadway), the additional right-of-way width will be required to be dedicated as part of final plat approval.

Roadways constructed by private development must comply with the basic cross sections for the appropriate functional classification in the TSP and applicable sections of the County's implementing ordinances, as well as applicable sections of the most current AASHTO and/or ODOT standards for other design elements, including horizontal and vertical geometry. Additionally, developers will be required to have a registered professional engineer sign and stamp final road design plans, and certify the conformity of roadway construction with final plans.

This TSP has two categories of gravel road standards. Many rural counties face the need to channel limited roadway maintenance funds toward delayed upgrades for low-volume paved facilities at various levels of disrepair. Maintaining these paved roadways requires a commitment of resources that is disproportionate to their use, and limits resources available for

maintaining County facilities that accommodate more travel. Typically, these are low-volume roadways where patching shoulders and filling potholes are no longer adequate, and there is a need to reconstruct the base and repave the entire road, but they may also be low-volume collectors or arterials. Adopting a gravel road standard applying to all types of County roads has given the County greater flexibility for cost-effectively using limited maintenance funds.

<b>Road Classification</b>	<b>Right-of-way</b>	<b>Lane Width (ft)</b>	<b>Paved Shoulder Width (ft)</b>	<b>Pavement Width (ft)</b>	<b>Avg. Daily Traffic (ADT)</b>
Rural Access I*	60	9	1	20	100-200
Rural Access II*	60	9	1	20	50-100
Rural Gravel*	60	11	n/a	n/a	varies
Rural Collector I	60	12	3-4	30-32	300-500
Rural Collector II	60	12	2	28	200-300
Rural Collector III	60	12	1	26	100-200
Rural Arterial I	60	12	4-8	32-40	> 700
Rural Arterial II	60	12	3-6	32-40	300-700

\* Rural Access 1 and Rural Access II differ in the surface material (Rural Access II is gravel).  
 \* Applies to collector and arterial functional classifications not just rural access.

The roadway standards discussed in this TSP are consistent with Policies 5.1, 5.2, 6.1 and 9.1, of the TSP.

### **Rural Gravel Roadways**

Appropriate gravel road cross-sections are a function of several factors including the amount and type of precipitation, temperature variation, traffic volume, heavy truck traffic, and condition of the subgrade (roadbed soil). Minimum aggregate base thickness typically ranges from 4-5 inches for low volume roads with high quality roadbed soils, to 13-15 inches for medium volume roads with poor quality roadbed soils. Table 6-2, based on material published by the Washington State Department of Transportation, is proposed as general guidance for gravel road sections in Morrow County.

<b>Relative Quality of Roadbed Soil</b>	<b>Traffic Level*</b>	<b>Aggregate Base (Inches)</b>
	High	9
Very Good	Medium	7
	Low	4
	High	11
Good	Medium	9
	Low	5
	High	13
Fair	Medium	10
	Low	5
	High	**

Relative Quality of Roadbed Soil	Traffic Level <sup>1</sup>	Aggregate Base (Inches)
Poor	Medium	15
	Low	8
	High	1*
Very Poor	Medium	**
	Low	8

\* Typical traffic volume ranges are High = 100 or more daily trips; medium = 50 - 100 daily trips; low = fewer than 50 daily trips.  
 \*\* Gravel surface not recommended.  
 SOURCE: Washington State Department of Transportation

A broader Rural Gravel standard is illustrated in Appendix A. The intent of this standard is to provide the County with more options for maintaining low-volume roads and provide a general guideline for gravel road sub-base sections needed with various conditions of underlying material and existing/expected traffic volumes.

### **Rural Access Roadways**

The recommended minimum standard for paved rural access roadways is a 20-foot roadway within a 60-foot right-of-way. This class of roadway is designed for low average daily traffic (ADT) volumes without substantial amounts of heavy vehicle traffic. Paved shoulders outside of the travel lanes provide room for pedestrians.

### **Rural Collector Roadways**

A collector roadway is intended to primarily serve the local access needs of adjacent land uses and between access roadways and arterials. Three subclassifications of collectors are found in the recommended standards, varying from 26 to 32 feet of paved roadway. Travel lanes are 12-foot wide, with 1- to 4-foot-wide shoulders, depending on the expected ADT. On Collector I roadways, the 4-foot shoulders are generally wide enough to encourage bicycle as well as pedestrian travel.

### **Rural Arterial Roadways**

Arterials make up the majority of the County's roadway system. An arterial's purpose is to handle higher traffic volumes at higher speeds, with minimal roadway access.

## **ACCESS MANAGEMENT**

Access management is the practice of controlling the number and spacing of access points along roadways in order to improve main line roadway capacity and reduce the potential for accidents. By controlling the access onto a road, the number of turning movements is reduced, allowing the main line road to operate closer to its designed capacity. Access management benefits the County by efficiently using its existing roadway resources, reducing the need for expensive capacity improvements.

In addition to preserving roadway capacity, roadways with too many or poorly located driveways are a safety issue. Too many driveways or closely spaced accesses result in a high number of points where conflicts can occur. Research has shown that the number of conflict points is related to the number of collisions that occur.

Access management strategies include the following:

- Combining driveways and roadway approaches along a road in order to reduce the number of conflicting movements between vehicles.
- Developing frontage roads to minimize the need for major facility access.
- Developing of internal circulation between parcels.
- Requiring access onto collectors or local streets for corner parcels with arterial frontage.
- Realigning existing accesses to allow adequate spacing between access points, or to line up offset accesses.
- Developing access standards for new developments that require joint access with future subdivisions.

Table 6-3 lists recommended access management guidelines by roadway functional classification for County roadways. These are recommended minimum access management standards applicable to public roads and private driveways. Along with access management standards, a process needs to be set up to allow modifications to the standards based on an evaluation of safety and other factors. Access management is generally not necessary for driveways onto local streets, although access spacing standards are appropriate for the intersections of public local roads.

<b>TABLE 6-3 RECOMMENDED ACCESS MANAGEMENT STANDARDS FOR COUNTY ROADS*</b>				
<b>Functional Classification</b>	<b>Intersection</b>			
	<b>Public or Private Road</b>		<b>Private Access</b>	
	<b>Type</b>	<b>Minimum Spacing</b>	<b>Type</b>	<b>Minimum Spacing</b>
Rural Arterial	at-grade	600 ft	Left/Right turns	300 ft
Rural Collector	at-grade	300 ft	Left/Right turns	100 ft
Rural Local	at-grade	200 ft	Left/Right turns	Access to each lot
<p>* For most roadways, at-grade crossings are appropriate. Also, allowed moves and spacing requirements may be more restrictive than those shown to optimize capacity and safety. Any access to a state highway requires a permit from the district office of ODOT and is subject to the access spacing standards in Tables 6-4 and 6-5 in this section.</p>				

For state facilities, the County has decided to adopt the Oregon Department of Transportation (ODOT) access management standards shown in Table 6-4. The 2007 US 730 Corridor Refinement Plan evaluated and proposed access control to US 730 between Umatilla and Irrigon. When development is proposed east of Irrigon along US 730 the Corridor Refinement Plan will govern when not consistent with this TSP.

These access management measures are consistent with TSP Policies 2.4, 2.5, 2.9, 3.2 and 3.3.

TABLE 6-4 ACCESS MANAGEMENT STANDARDS for Morrow County non-interstate Highways						
Highway	Classification	Minimum Access Spacing Standards for Public or Private Unsignalized Access (ft) for Posted Speed Indicated (mph)				
		>55	50	40 & 45	30 & 35	<25
U.S. 730, OR 74	Regional	990	830	750	600	450
OR 206, OR 207	District	700	550	500	400	400

REFERENCE: Oregon Administrative Rules Section 734-051 (2004)

**Access Management for State Facilities in Morrow County**

ODOT has an extensive access management program, which is regulated by Oregon Administrative Rules Section 734-051. Through the adopted standards in OAR 734-051, ODOT controls access based on the type of facility, level of importance (state, regional, or district), and whether the facility is in an urban or rural area. This program, directed toward the management of state facilities, has been used to protect access along state facilities and at interchanges.

The state access management standards apply to the development of all ODOT highway construction, reconstruction or modernization projects, approach road and private road crossing permits, as well as all planning processes involving state highways, including corridor studies, refinement plans, state and local transportation system plans and local comprehensive plans.

The standards do not retroactively apply to legal approach roads or private road crossings in effect prior to adoption of this Oregon Highway Plan, except or until any redevelopment, change of use, or highway construction, reconstruction or modernization project affecting these legal approach roads or private road crossings occurs. At that time the goal is to meet the appropriate spacing standards, if possible, but at the very least to improve current conditions by moving in the direction of the spacing standards.

When in-fill development occurs, the goal is to meet the appropriate spacing standards. In some cases this may not be possible, and at the very least the goal is to improve the current conditions by moving in the direction of the spacing standards. Thus, in-fill development should not worsen current approach road spacing. This may involve such options as joint access.

In some cases access will be allowed to a property at less than the designated spacing standards, but only where a right of access exists, that property does not have reasonable access, and the designated spacing cannot be accomplished. If possible, other options should be considered such as joint access.

If a property becomes landlocked (no reasonable access exists) because an approach road cannot be safely constructed and operated, and all other alternatives have been explored and rejected, ODOT might be required to purchase the property. (Note: If a hardship is self-inflicted, such as by partitioning or subdividing a property, ODOT does not have responsibility for purchasing the property.)



Access within the influence area of existing or proposed interchanges is also regulated by the State of Oregon (OAR 734-051). Current guidelines and illustrative figures for freeway and non-freeway interchanges with two-lane or multi-lane crossroads can be obtained from ODOT.

Morrow County relies on the adopted state access management policies to control access on state highways.

## DEVELOPMENT REQUIREMENTS

This section describes the regulatory actions required for implementing the TSP. These actions include modification or adoption of land use development requirements, impact assessment, and right-of-way requirements.

### Land Use Development Requirements

Development during the next 20 years will occur in many different ways: large and small, commercial and residential, urban and rural. Different types and sizes of development require different levels of assessment and mitigation. The full range of requirements for most types of development permits, including the transportation improvements required under the TSP, is shown in Table 6-5. The transportation requirements fall into the basic categories of access and system improvements. There are five basic types of permits issued for development in Morrow County. These are zoning permits, land partitions, subdivisions, conditional use, and variance permits. For land that is already platted into lots and is appropriately zoned, a *zoning permit* is required for development. *Land partition* is required when one lot is to be divided into two or three smaller lots. A subdivision is required when four or more lots are created. A conditional use permit is required for projects with the potential to create a larger impact than land uses that are permitted outright or with a zoning permit. If the proposed development is not fully consistent with the existing zoning requirements, a *variance permit* is required.

Permit Type	Plot Plan Requirements		Conditions		Review/Approval Type			
	Footprint (setbacks)	Access*	Transportation Improvements	DEQ Site Suitability	Parking	Sign	Review	Action
<b>Zoning Permit</b>								
Residential	Yes	Designated Access	Frontage improvements.	Yes	NIA	NIA	Staff	Bldg. Permits Road approach permit
Commercial	Yes	Legal access via r/w or easement.	Under 400 trips: Frontage improvements. Over 400 trips: TIA.		Yes	Yes	Staff	Bldg. Permits Road approach permit

**TABLE 6-5  
LAND USE DEVELOPMENT PERMIT REQUIREMENTS**

Permit Type	Plot Plan Requirements		Conditions		Review/Approval Type			
	Footprint (setbacks)	Access*	Transportation Improvements	DEQ Site Suitability	Parking	Sign	Review	Action
Industrial	Yes	Legal access via r/w or easement.	Under 400 trips: Frontage improvements. Over 400 trips: TIA.		Yes	Yes	Staff	Bldg. Permits Road approach permit
Farm Exempt	Yes	Yes	N/A	N/A	N/A	N/A	Staff	County Issues a Farm Agriculture Building Exemption Certificate
<b>Land Partition</b>								
1 to 3 Lots		Legal access via r/w or easement.	Frontage improvements.				Planning Comm.	Approval Road Approach permit
<b>Subdivision</b>								
4 to 39 lots		Legal access via r/w.	Frontage improvements.				Planning Comm.	Approval Road Approach permit
40 or more lots		Legal access via r/w.	Frontage improvements, TIA.				Planning Comm.	Approval Road Approach Permit
<b>Conditional Use Permit</b>								
	Yes	Legal access via r/w or easement.	Under 400 trips: Frontage improvements. Over 400 trips: TIA.		Review	Review	Planning Comm.	Approval, Bldg. Permit Road Approach
*1000' or less, 20' easement; 1000' or more 40' easement; 3 or more lots (current or potential), 60' easement. r/w=Right-of-way TIA=Traffic Impact Analysis. Number of trips refers to passenger-car equivalents; one truck trip is generally equivalent to two passenger car trips. NIA= not applicable.								

**Traffic Impact Assessment**

New development provides many benefits to the County, including property tax revenues, more jobs, and economic stimulation. However, growth can also stress transportation facilities. Increased congestion demands for new roads, and higher expectations for more services can often accompany development. It is appropriate for the County to require applicants to formally assess the potential traffic impacts of their development proposals on the County transportation system by conducting a traffic impact analysis (TIA).

TIAs are based on the number of trips generated by the development. A TIA would be required when a development generates more than 400 daily passenger car equivalent trips. Traffic engineering research shows that one single-family residence generates an average of 10 trips per day. (More trip generation information is available from the ITE Trip Generation Report and in Appendix C.) Based on this rate, up to 40 homes could be constructed in a residential development without preparing a TIA. Any commercial or industrial use that generates more than 400 daily passenger car equivalent trips would also be required to have a TIA.

The TIA would assess the traffic impacts of the project and identify the appropriate mitigation of those impacts. The TIA would need to be prepared by an engineer and would contain information about the traffic generated by the project including the following items:

- Trip generation of the development.
- Distribution pattern of project-generated traffic.
- Identification and of service (LOS) analysis of the access point onto the public road system and any intersections at which the project adds 30 or more peak-hour trips.
- Measurement of impacts caused by the project.
- Mitigation of the project's impacts in proportion to the relative impact of the project, e.g., construction of improvements, implementation of management measures, or payment of system development charges.

The actions listed above are consistent with Policies 2.5 and 9.2 of the TSP. The guidelines for the completion of the TIA are shown in Appendix C.

### **Access Requirements**

Appropriate access would also be required for development. For a single-family residence, a driveway or easement could provide access if the lot does not front on a county road. Improvements to the frontage of the lot could also be required as determined by the county engineer or public works director. This could include minor widening to adopted standards, or improvements to ditches or culverts at driveway locations. For a small development that generates up to 30 trips per day, legal access would be required via a county road or a recorded easement (a 20-foot-wide easement if 1,000 feet or less; a 40-foot-wide easement if more than 1,000 feet). If it is possible to further partition the land into more than three lots, a 60-foot-wide access to a county road must be provided. This could either be dedicated right-of-way or a legal guarantee that right-of-way would be provided at the time of further development.

The TSP actions listed above are consistent with Policies 2.4 and 2.6 of the TSP.

### **Right-of-Way**

Right-of-way is the publicly owned corridor in which a road is constructed. Generally, the right-of-way includes the travel lanes, road shoulder, drainage ditch or gutter, and easements for utilities or a reserved area for future roadway expansion.

The TSP establishes a minimum 60-foot right-of-way for most classifications of county roadways with the 5-lane standard having a wider right-of-way width requirement. The 60-foot width provides adequate right-of-way width to allow the roadway as well as the shoulders, ditches and/or sidewalks, and utility corridors to be located within the right-of-way, eliminating the need for additional easements. This ensures protection of the public infrastructure, and minimizes disruption to the adjacent property owner caused by maintenance and repair

activities. The right-of-way width is reflected in the county road standards discussed later in this section.

In some cases, the County may need to acquire right-of-way for new transportation improvements, or abandon right-of-way that is no longer needed for transportation purposes. It is also likely that right-of-way needs to be dedicated to the County for transportation purposes by other parties. To clarify the requirements for this task, the TSP establishes policy statements that refer to following current State statute and rule for the acquisition, abandonment, and dedication of right-of-way. These rules include the circumstances under which right-of-way would be identified to be acquired or abandoned, and the legal process for approval and recording of the transactions.

The procedures for abandonment, acquisition, and dedication listed above are consistent with Policies 2.6, 2.7, 2.8, and 5.11 of the TSP.

## **MODAL PLANS**

Modal plans are the sections of the TSP for each transportation mode required by the Transportation Planning Rule. Morrow County's modal plans were developed using information collected and analyzed through a review of state and county goals and objectives, input from area residents, and available roadway system data. These plans consider the transportation system needs for the County during the next 20 years for capacity improvements as well as roadway maintenance and safety needs. The timing of specific improvement will depend on the rate of development and the changes in land use patterns throughout the County.

### **Roadway System Plan**

Within Morrow County, the roadway system will continue to be the primary method of transportation in the region throughout the 20-year planning period. This section highlights improvements to the roadway system to accommodate growth and address safety and operational needs.

#### ***Performance Standards***

Traffic engineers use a measurement called level of service (LOS) to assess the performance of a roadway system. It is measured on a scale that ranges from LOS A, which represents free flowing traffic with minimal delay, to LOS F, which represents severe congestion and long delays. The LOS is often used as a threshold to determine when improvements should be considered, such as additional lanes or new traffic control devices.

Because Morrow County currently does not have what would be considered significant traffic congestion, determining LOS for every roadway was not included as part of this study. However, the growth and development projected for the next 20 years could cause enough congestion to affect the operation of the roadway system in the more developed areas of the County.

To maintain an acceptable operating standard, the TSP sets LOS C as the minimum acceptable level for the unincorporated areas of the County and LOS D for the areas surrounding the cities within urban growth boundaries.

ODOT uses V/C ratio thresholds to set performance standards for state facilities. The State V/C standards are listed earlier in Table 6-4.

**Estimated Cost of Roadway Improvements**

Using recent construction costs as a basis, estimated costs per mile to improve rural system deficiencies were developed. Cost-per-mile estimates for reconstructing an existing rural two-lane roadway to county standards are shown in Table 6-6. The standard conditions estimate is for relatively flat, straight roadway; the moderate conditions estimate is for roads with moderate grades; and the difficult conditions estimate is for roads with severe grade, roadway realignment, accessibility problems, or other difficult construction conditions. For roads that do not require complete reconstruction, the seal cost and overlay estimates are used; for example, collectors are assumed to be overlaid and minor collectors are assumed to be seal coated.

The costs include engineering, inspection, and construction management. Estimated costs are averages to be used for planning purposes only; they may not represent the actual cost of proposed improvements. All costs are given in 2004 dollars and do not represent the time-value of money. Costs do not include widening the roadway to provide more lanes, but shoulder widening is included. Purchase costs for additional right-of-way are not included.

Road Classification	Standard Conditions (\$)	Moderate Conditions (\$)	Difficult Conditions (\$)	Overlay(\$)	Seal Coat(\$)
Collector	425,000	850,000	1,275,000	200,000	--
Minor Collector	360,000	720,000	1,080,000	--	40,000

**Connectivity**

Connectivity refers to the ability to travel between commonly used origins and destinations in a reasonably direct fashion. A major connectivity deficiency within the County is the lack of a second north-south connection specifically between Lone and Boardman, which has historically been referred to as Lone-Boardman Road. This deficiency is heightened by the fact that the portion of Bombing Range Road adjacent to the Naval Weapons System Training Facility is not dedicated public right-of-way, but is instead managed and controlled by the Navy. Lack of public right-of-way for the entire north-south route poses difficulty for installation of utilities along the road, and for improvements to the road itself.

The existing impediments to transfer of Bombing Range Road to the County magnify the importance of Lone-Boardman Road as a second north/south connection. However, there are also impediments to constructing Lone-Boardman Road. Throughout the 1980's and 1990's the County participated in negotiations with the State of Oregon and major property owners, including the Boeing Agri-industrial Company and Threemile Canyon Farms, to secure right-of-way for an Lone-Boardman Road by extending Ella Road north to Boardman. This effort was hampered by a 2001 Multi-species Candidate Conservation Agreement with Assurances (MSCCAA) for the Washington ground squirrel, ferruginous hawk, loggerhead shrike, and sage sparrow, in the event any or all of these species are listed in the future as endangered or threatened.

The 2001 MSCCAA was researched in the May 11, 2005, Federal Register as part of the 2005 TSP preparation. The Federal Register states in part (emphasis added):

"The majority of existing colonies (in Oregon and throughout the species' current range) [i.e., colonies of the Washington ground squirrel] are located on the Boardman Bombing Range and the Boeing tract, which contain the largest contiguous suitable Washington ground squirrel habitat. Although Boardman Bombing Range activities are not certain, they are not expected to change significantly in the foreseeable future."

However, a major military training facility now in the initial stages of planning by the Oregon National Guard would be certain to significantly change activities on the Boardman Bombing Range in the foreseeable future. This information is not addressed by the May 2005 Federal Register or the 2001 MSCCAA. The Oregon National Guard's plans for a military training facility on the Boardman Bombing Range create both an opportunity and an obligation to revisit the 2001 MSCCAA and revisit the ability to construct an Ione-Boardman connection. Action steps to assist the County in pursuing this issue further are included in the TSP implementation program.

The County has acquired a dedicated right-of-way that would allow construction of a road (Tower Road Extension) connecting the southern end of Tower Road to Highway 74 near Cecil, which would be useful for the western mid-County area as a transportation facility and as a fire break. As the next step the County must initiate a design effort, which is recommended in the TSP. However, this indirect alignment does not fully meet the need for a second Ione-Boardman connection, since it would serve the western area of mid-County.

Within urban areas of the County, connectivity allows better access for auto as well as bicycle and pedestrian travel. In order to improve connectivity, the TSP includes a block length standard of a maximum of 1,200 feet per block face. This standard gives non-motorized travelers the ability to travel more directly between their origins and their destinations.

These actions are supported by public input and Goals 3, 5 and 8 of the goals and policies found in Chapter 2.

### ***Intersection Controls***

Most intersections in Morrow County will probably operate without signals for the next 20 years. The most likely intersections to require signalization are along 1-84 in Boardman and along US 730. Any traffic signal proposed on US 730 should be coordinated with the school's pedestrian crossing plans. The placement of intersection controls should only be done when the control can improve the efficiency and safety of an intersection. Usual practice is to follow the intersection control warrants outlined by the Manual of Uniform Traffic Control Devices (MUTCD). These warrants consider a variety of factors including safety, sight distance, pedestrian presence, and traffic volumes in determining the type of appropriate traffic control. Signals on US 730 east of Irigon should be in accordance with the US 730 Corridor Refinement Plan.

Proposed changes in intersection traffic control should be studied to ensure the changes are warranted based on thresholds in the MUTCD. This is consistent with Policies 5.4 and 5.5 of the TSP.

### **Pedestrian System Plan**

In rural areas, pedestrians are typically accommodated on roadway shoulders. As roadways are paved, widened, reconstructed, or repaved on county and state facilities, shoulders should be

widened to meet the recommended roadway standards discussed previously in this chapter and illustrated in Appendix A.

The TSP calls for improved pedestrian and bicycle facilities on county roads by improving roadway standards to include widened shoulder areas and by promoting better connectivity through a block length standard. Reduced block lengths allow pedestrians and bicyclists to shorten their travel distance by creating more direct routes through an area.

The original TSP recommended the development of two bicycle/pedestrian pathways, one a short off-road pathway extending from the City of Heppner to the swimming pool, which has been constructed, and the second a path along the Columbia River over the 12 miles between Boardman and Irrigon (the Columbia River Heritage Trail). For the Heritage Trail, additional local connections are recommended in Boardman, Irrigon and the Port of Morrow Industrial Area, as well as extension of the trail west of Boardman. Ultimately the Heritage Trail is planned to extend approximately 30 miles from Umatilla County to Quesnal Park, subject to the availability of funding. Extensions of and connections to the Heritage Trail should conform to the trail guidelines, which include the following facility width recommendations:

- Two-foot rural road shoulders on both sides of the road, in compliance with Oregon Rural Road standards.
- Eight- to ten-foot dedicated trails in "urban" areas (City of Boardman/Tower Road to City of Irrigon/Twelfth Street), subject to right-of-way availability.
- Eight- to ten-foot dedicated trails in rural segments (west Morrow County line to Tower Road; USFW Umatilla Wildlife Refuge where not already paved; through the ODFW Wildlife Area)

### **Bicycle System Plan**

On most County facilities, bicyclists share the roadway with motorists. On roadways with high ADT volumes, shoulders need to be widened to accommodate bicyclists. As roadways are paved, widened, reconstructed, or repaved on county and state facilities, shoulders should be widened to meet the recommended roadway standards.

Designated bicycle facilities can be provided in a variety of ways and are often available for use by pedestrians and other non-motorized users. Bicycles would share the road with motorists on roadways with shoulders narrower than 4 feet. In areas with high bicycle use, a separate pathway or striped bicycle lane should be considered along both sides of the roadway. This TSP recommends that the County prepare a county-wide bicycle, pedestrian, and equestrian strategy to identify opportunities for facilities. As outlined above in the Pedestrian System Plan, the County should continue to plan and construct additional connections to the Heritage Trail, which also serves bicycle travel.

This is consistent with Policies 6.1, 6.2, and 6.3 of the TSP.

### **Transportation Demand Management Plan**

TOM is a collection of strategies directed to reduce the number of trips by automobiles. Programs are normally directed towards commute trips, when traffic levels are usually highest. These strategies not only benefit the roadway system through reduced traffic levels but also

contribute to reduction in air pollutants. While TOM is usually applied only in highly urbanized areas, the following measures are part of the TSP:

1. Require companies with more than 100 employees to provide TOM measures for their employees, that could include some or all of the following options:
  - *Cash-out parking program*: Gives an employee the choice between a parking space and a monthly cash incentive.
  - *Employer-sponsored shuttle or vanpools*: Usually works best for groups of employees who live more than 30 minutes from the work site.
  - *Carpool or vanpool incentives or subsidies*: Encourages employees to share rides to work.
  - *Ride matching services*: Helps employees find others who live along their commute route.
  - *Preferential carpool and vanpool parking*: Rewards those who share ride a more convenient parking location.
  - *Commute alternatives information*: Provides a variety of information on alternative methods to get to work.
  - *Provision of showers and locker facilities*: Encourages employees to bicycle or walk to work.
  - *Travel allowance*: Gives each employee a specific amount of money to use to "purchase" a parking space, or "save" by using commute alternative.
  - *Flexible work hours*: Allows employees to participate in carpools or other commute options.
  - *Compressed work week*: Reduces the number of weekly trips made by establishing 4-day 10-hour shifts or other compressed schedules.
  - *Assignment of a transportation coordinator*: Gives employees a contact person to assist in choosing a commute alternative.
  - *Telecommuting program*: Allows employees to work from home through the use of a "home-office".
  
2. Establish a population threshold of 15,000, after which the County will initiate TOM programs such as the following:

- Employer information program on TOM measures.
- Formation of TOM committee made up of major employers and governmental representatives. Such a committee should include the Oregon National Guard, if the Boardman Bombing Range becomes a major military training facility.
- Development of park-and-ride facilities near freeway interchanges
- Development of pedestrian and bicycle facilities between key destinations

This TOM program is included as part of the Morrow County TSP.

### **Public Transportation Plan**

Public transportation in Morrow County is currently limited to [dial-a-ride demand-response service for older adult and physically challenged residents](#), and [regional bus service provided by](#) .



| Greyhound and Estrella Blanca.

Greyhound and Estrella Blanca operate private transit bus lines throughout the United States. Both have, with a daily route that travels through Morrow County with a scheduled stop in Boardman-Stanfield (no stops in Morrow County). Greater service options are available in Hermiston and Pendleton in Umatilla County and north in Pasco, Washington. Service is provided to various cities along routes to Portland, Seattle, and Boise, where connections can be made to other destinations. Existing and expected population in Morrow County suggest that Greyhound should schedule additional stops in Boardman and a new stop in Irrigon.

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Transportation services to older adults and physically challenged residents of Morrow County are provided by Morrow County Special Transportation, a para-transit provider. Services provided include dial-a-ride services, client transportation, and medical transportation, all provided by volunteer drivers. The operation includes three buses in Heppner serving mid-county, and one bus and one car in both Boardman and Irrigon. Operations are funded through a grant from the Public Transit Division of ODOT.

The TPR exempts communities with a population of less than 25,000 from including mass transit facilities in their development regulations. The para-transit services provided by Morrow County Special Transportation are adequate to meet existing and projected transit needs, and fixed-route public transit is unlikely to be needed within the 20-year planning horizon of the TSP under currently projected conditions. However, Morrow County strongly supports transit use. The County will continue to promote private transit service to provide connections to major employment sites and regional airports, both within Morrow County and for linkages to Umatilla County, and periodically will re-evaluate the need for public transit in the County. Should the Oregon National Guard proceed with major military training facility, as is being discussed, additional transit service may be justified to and from Umatilla County.

Morrow County operates The Loop, demand-response service for residents of Morrow County. Service is provided on weekdays between 8 a.m. and 5 p.m. In addition to The Loop's demand-response service for all populations, CareVan Medical Transportation provides service for the Good Shepherd service area, including travel to Hermiston, Echo, Stanfield, Umatilla, Irrigon, and Boardman. Service operates from 8:30 a.m. to 6:00 p.m. on weekdays. Those services could benefit from increased marketing and education, expanded late night/very early morning service (in particular for Port of Morrow shift employees), improved technology such as dispatching and scheduling software as well as onboard wi-fi, and long-term staffing.

Expanded service is also a future need. A high priority is the Hermiston – Boardman Connector (in partnership with Kayak Public Transit and Umatilla County) and the Boardman – Port of Morrow Circular. The recommended routes and stops for these services can be found in detail in the Hermiston – Boardman Connector / Boardman – Port of Morrow Circular Report. These expanded services will also require new shelters and would ideally be served with public restrooms and garbage receptacles. Other future planned services include Heppner – Boardman and Arlington – Boardman connections. The City of Heppner TSP identifies a feasibility study for fixed-route service and expanded demand-response service within Heppner as well. Additionally, to support current Port activities the development happening at the East Beach Industrial Park, this TSP supports van-pool/van-pool and shuttle type transit to move workers from residential centers to employment centers.

Existing services and future increases to service call for additional transit vehicles and expanded storage and maintenance, park-and-ride, and transit center facilities. Morrow County will need to identify the location for these facilities, with a preliminary site identified in Boardman. Facilities should be located geographically close to where services operate to reduce "deadhead" miles and time where the vehicle is being driven, but not in service. For park-and-rides, locating these facilities off major roadways and highways will reduce the need for regional bus services to deviate onto local streets to pick-up passengers. For transit centers, being walkable and bikeable to activity centers is key. Considering the future planned services, the Boardman area would be best-suited for multiple transit facilities and Irrigon would be well-suited for a park-and-ride. In Boardman, areas near USPS, City Hall, and the SAGE Center would be appropriate locations for a transit center, being in walkable and bikeable areas with activity centers nearby. For park-and-rides, undeveloped areas near the SAGE Center and Port of Morrow Interchange (I-84/Laurel Lane) as well as planned public parking lots in Irrigon near US 730 and First Avenue are suitable locations. The undeveloped areas near the SAGE Center and Port of Morrow Interchange, and County or ODOT-owned lands along US 730 between Boardman and Irrigon would be appropriate for storage and maintenance facilities, so long as they are close to future services while still providing more space for future growth.

### **Rail Service Plan**

Rail services within Morrow County include freight services. Rail transportation has historically been, and continues to be, an important avenue for moving goods within the region.

Union Pacific Railroad's main line parallels 1-84. Two spurs extend from this line to serve a coal-fired gas plant and the Umatilla Army Depot. Most of the rail freight service supports agricultural activities in the county and the Port of Morrow freight activities.

The Port is served by Union Pacific and has rail service in the main port area. Over the past decade the port has completed a rail loop and siding to facilitate additional development in the East Beach area. The Port continues to work with a consultant to support additional rail development.

There has been no passenger rail service in Morrow County since rail service between Salt Lake City, Utah and Portland, Oregon was suspended in the mid-1990s. Amtrak does provide service between Portland and Spokane on its Empire Builder line. The Tri-Cities is the closest stop for this service as population in Morrow County and nearby counties increases, efforts

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should be made by the County to investigate the development of passenger rail service into the region.

### **Truck Service Plan**

Currently, all highways, arterials, and collectors are designated as truck routes within the County. This approach is limited in that it does not focus available resources in the development of specific truck routes. An exception to this approach is the County's Draft Solid Waste Management Plan, which does recommend specific truck routes for movement of solid waste. A freight and goods transportation strategy should be developed for Morrow County by the County and the Port of Morrow that involves interested stakeholders and emphasizes the development of private/public partnerships. The study should identify specific corridors for development into truck routes and develop the specific truck route design specifications to improve the operations and safety of these routes.

An additional concern for truck traffic is the impact on rural access roads from heavy truck traffic, most frequently in connection with trucks traveling to and from gravel quarry sites. Frequently these trucks are non-local contractors working on State facility projects, or trucks serving new development sites. The County needs to use ordinances and a permitting process to ensure local access roads damaged from truck traffic are repaired and restored by the parties causing the damage.

### **Airport Service Plan**

Air access will be increasingly important as the County continues to grow. The state's most recent pavement maintenance report for the Lexington-Morrow County airport (2003) calls for a five-year maintenance plan for the 2004-2009 period with about \$617,000 of inspection and maintenance work that is needed to avoid more costly repair work. The Airport Layout Plan for the Lexington-Morrow County Airport, acknowledged by DLCD in 2002, is a 20-year plan defining how the airport and the adjacent lands are planned to be used over the planning period. The County should coordinate pursuit of grants or other funding mechanisms to ensure that the recommended maintenance work is performed, and to begin implementing the measures identified in the 2002 Airport Layout Plan.

### **Pipeline Service Plan**

A pipeline transporting natural gas runs across Morrow County. The PGT Pipeline enters Morrow County near the southeast corner of the County, travels near Lone, and continues to the northeast to the Morrow-Umatilla county line. Installation of a pipeline connection to Heppner was planned, but has not been constructed. During the 2012 TSP update a proposal is just starting the approval process to develop the Carty lateral, as a line from the current facility to serve a proposed gas fire power plant near the Boardman coal fired plant.

### **Water Transportation Plan**

The Port of Morrow operates barge facilities on the Columbia River. The port serves as a key multimodal transportation facility for the County, providing an interface between ground, rail, air, and water transportation. As discussed in Chapter 3, the port activities extend beyond its role

as a freight terminal. The Port offers a number of industrial sites, provides industrial utilities, and plays a supportive role in the development of the adjacent communities.

The Port is expanding its market from a historical emphasis on agriculture and logging to include more food processing and light manufacturing. The Port of Morrow has three to four miles of frontage on the Columbia River including six terminals, two berths that are 12 to 16 feet deep, and two overhead cranes that have an approximate 200-ton capacity. There are multiple barge companies that service the Port of Morrow with approximately 2,000 containers being handled at their container docks each month. Over 50 percent of the goods shipped are from foreign markets, and the destination port for most shipments is Portland.

In addition to freight traffic, the Port's facilities could provide docking for recreational and tourist opportunities, e.g., the Columbia Sternwheeler. The County and Port need to work cooperatively to provide needed docking facilities and promote their use.

Current access to the Port's facilities in Boardman is from a two-lane roadway with limited turning lanes. This facility serves current traffic adequately, but may not be sufficient as the Port's business increases. The width and weight restrictions of several overpasses on roads in the immediate vicinity of the port may also restrict the port's growth. Alternate access to the east side of the Port from US 730 is a priority to port officials. Two Port accesses to US 730 are included in the roadway element of this TSP, with a longer-term recommendation that they be connected by an overcrossing over the Union Pacific railroad. As a long-term improvement to serve industrial development in this area, modifications to the existing 1-84/US 730 interchange may be necessary. Two Interchange Area Management Plans are being completed to address access concerns at the Port of Morrow and to facilitate current and future development of the East Beach Industrial Area.

## **TRANSPORTATION SYSTEM PLAN IMPLEMENTATION PROGRAM**

Implementation of the Morrow County TSP requires increased coordination between jurisdictions, changes to the existing zoning code and subdivision ordinance, and the preparation of a 20-year capital improvement plan (CIP). These actions enable the County to address both existing and future transportation issues in a timely and cost-effective manner.

### **Interjurisdictional Planning**

The co-adoption of the Cities' TSPs allows for coordination of standards and planning efforts within the urban growth areas, such as the coordination of road standards and the provision of bicycle and pedestrian facilities. In addition, interjurisdictional planning allows the development of county-wide funding resources and the mechanisms to distribute these funds. The County's change to two-acre minimum parcel size for rural residential development allows a greater focus on areas within the Urban Growth Boundaries of the cities.

Interjurisdictional coordination with ODOT is a structured process involving Area Commissions on Transportation (ACTs), which establish the public process by which projects are included in the area project selection priorities for the Statewide Transportation Improvement Program (STIP). (ACTs) are advisory bodies chartered by the Oregon Transportation Commission (OTC) to address all aspects of transportation (surface, marine, air, and transportation safety) with primary focus on the state transportation system. ACTs consider regional and local transportation issues if they affect the state system. They work with other local organizations dealing with transportation-related issues. There are 11 ACTs across the state. Morrow County is a member of the Northeast Area Commission on Transportation (NEACT), which includes representatives from Morrow, Baker, Union, Umatilla and Wallowa counties; five members representing the cities in each county; one at-large representative from each County; two representatives of the Confederated Tribes of the Umatilla Indian Reservation; and the ODOT Region 5 Area manager. NEACT prioritizes transportation problems and solutions, and recommends projects to be included in the STIP. Morrow County is committed to working through the NEACT to pursue implementation of improvements recommended in this TSP.

Another aspect of interjurisdictional planning is the need to address ownership of and planning for the section of Bombing Range Road owned by the US Navy and maintained by Morrow County.

### **20-Year Capital Improvement Program**

A 20-year CIP that schedules and prioritizes each of the projects of the TSP is provided. Table 6-7 outlines State projects and Table 6-8 outlines Port and city projects. State, Port and city projects are listed for purposes of establishing consistency and funding eligibility. Two levels of priority are established in each table, based on the anticipated need for the project's implementation: High priority (0 to 5 years) and Medium priority (5 to 20 years). These priorities were set based upon the projects' qualitative evaluation as compared to the criteria established in Chapter 5. Scheduled projects that would produce the most safety, environmental, socioeconomic, land use, or cost benefits were ranked with the highest priority. Remaining projects were ranked medium priority.

Morrow County identified 54 projects in its 20-year roadway plan with a total cost of \$60.8 million. These include 32 projects ranked highest priority at a cost of \$14.4 million, including \$3.7 million for 28 projects on County facilities and \$10.7 million for 4 projects on state/local/Port facilities. Twenty-two medium-priority projects were identified with a total cost of approximately \$46.4 million, including \$22.7 million for 16 projects on County facilities and \$23.7 million for 6 projects on state/local/Port facilities.

TABLE 6-7 STATE FACILITIES RECOMMENDED IMPROVEMENTS		
Project Description	Action	Estimated Cost (\$1,000's)
<b>High Priority</b>		
U.S. 730 Corridor Refinement Plan implementation	Implement Plan	
Bombing Range Road at OR 207	Relocate Intersection, add left turn pocket (completed 2009-2010)	400
<b>Medium Priority</b>		
1-84 Irrigon Junction	Repair eastbound, westbound bridges	9,800
OR 207 from Hardman to Spray	Overlay	1,420
OR 74 at horseshoe curve near Morgan	Safety improvements and reconstruction	1,200

TABLE 6-8 PORT/CITY FACILITIES RECOMMENDED IMPROVEMENTS		
Project	Description/Action	Estimated Cost (\$1,000's)
<b>Medium Priority</b>		
East Beach Industrial Area Access	New access to serve the Port of Morrow East Beach Industrial Area located north of the existing 1-84/US 730 interchange and west of US 730, initially onto US 730 via an at-grade or elevated intersection or intersections. As the east industrial area develops, the need for direct interchange access will require additional analysis. (See IAMP)	\$2,000-10,000
Highway 730 Connector for East Beach Industrial Area Access	Installation of 6,800 feet of road extension off Highway 730 for east access to the Port's East Beach Industrial Park area. This project would extend Lewis & Clark Drive to Highway 730. (See IAMP)	\$6,200

**TABLE 6-8  
PORT/CITY FACILITIES RECOMMENDED IMPROVEMENTS**

<b>Project</b>	<b>Description/Action</b>	<b>Estimated Cost (\$1,000's)</b>
East Beach Industrial Area Circulation	Installation of 18,900 feet of industrial road to extend Gar Swanson Lane from East Columbia Avenue to loop the Port's industrial property to intersect with Lewis & Clark Drive (See IAMP)	\$4,500
Kunze Road (Boardman)	Reconstruct from Main to Tower (completed 2008-2009)	\$2,700
Olson Road (Boardman)	Construct overpass over 1-84	\$9,000
Tower Road overcrossing (Boardman)	Construct overcross over UP railroad line	\$1,000
1-84/Tower Road Interchange	Modifications to the 1-84/Tower Road Interchange, including dual lane ramps, a four-lane bridge, and improved turning radiuses at the on/off ramps	
1-84/Tower Road Interchange	Stacking or merge lanes (acceleration/deceleration lanes) extending approximately 1.5 miles in each direction from the 1-84/Tower Road Interchange.	
Tower Road	Widen Tower Road to five lanes between 1-84 and the southernmost entrance to the speedway on Tower Road	
New 1-84/Speedway Interchange	A new 1-84/Speedway Interchange east of PGE's north/south rail spur crossing of 1-84 and including two-lane on and off ramps and a four-lane bridge over 1-84.	
1-84 at New Speedway Interchange	Stacking or merge lanes (acceleration or deceleration lanes) extending approximately 1.5 miles in each direction from the 1-84/Speedway interchange	
Interstate 84	An additional (third) eastbound and westbound travel lane on 1-84 between Highway 730 and the Speedway Interchange and from 1200 meters west of the Army Depot Interchange to the 1-82/1-84 Interchange	
Interstate 84	Bridge widening or modification as necessary along 1-84	
Interstate 84	Extended ramps and taper lanes on 1-84 westbound between 1-82 and a point west of the 1-84/Army Depot Interchange	



<b>TABLE 6-8 PORT/CITY FACILITIES RECOMMENDED IMPROVEMENTS</b>		
<b>Project</b>	<b>Description/Action</b>	<b>Estimated Cost (\$1,000's)</b>
Interstate 84	Merge/diverge lanes eastbound on 1-84 between a point west of the 1-84/Army Depot interchange and the 1-84/1-82 interchange	
Interstate 84	Modifications to the connector ramps at the 1-84/1-82 Interchange to provide two-lane on or off ramps	
New Speedway Perimeter Road	A four-lane surface road system within and encircling the perimeter of the Speedway	
Kunze Lane	Realignment of the Kunze Lane/Tower Road interconnection southward to meet Division 51 spacing standards	Completed
Interstate 84	Improvements to the 1-84/Army Depot Interchange to facilitate 1-82/1-84 merge/diverge lanes.	

<b>TABLE 6-9 MORROW COUNTY RECOMMENDED PROJECTS FOR NON-VEHICULAR MODAL SYSTEMS</b>		
<b>Plan Element - Facility.</b>	<b>Project Description</b>	<b>Estimated Cost (\$1,000's)</b>
Pedestrian/Bike - Heritage Trail	Phase 1 of the Heritage Trail between Irrigon and Boardman	\$350
Pedestrian/Bike - Heritage Trail	Completion of Phase 2 of the Heritage Trail, including an Ullman Boulevard bicycle/pedestrian overcrossing over the Union Pacific railroad, and additional pavement width along Ullman Boulevard north of railroad to accommodate bicyclists and pedestrians.	\$215
Transit - Bus facility in Boardman	Parking/maintenance facility for Special Transportation buses serving North County (completed 2007)	\$50
Air - Lexington-Morrow County Airport	Complete the 5-year maintenance program for the 2004-2009 period as recommended in the state's 2003 pavement maintenance report, to avoid more costly repair work completed 2009\	\$600

## **CHAPTER 7**

### **FUNDING OPTIONS AND FINANCIAL PLAN**

The Transportation Planning Rule (TPR) requires the Morrow County Transportation System Plan (TSP) to evaluate possible sources of funding for improvements. Increased competition for available funding sources has created an environment where creative and innovative techniques are needed to fund both existing and future transportation needs. This chapter presents the funding options and financial plan for meeting the recommended improvements identified in the TSP.

#### **TRANSPORTATION NEEDS**

In Chapters 5 and 6, the short- and long-term project lists provide an approximate total in current dollars to implement the transportation improvement projects recommended in the TSP. Project scheduling will be determined partially by the population and employment growth the County experiences over the next 20 years, which will influence the timing and magnitude of improvement needs. For many projects, joint funding will need to be pursued, as appropriate, with the Port of Morrow, ODOT, and individual cities. Private developers may also be tapped for system improvements. Should the Boardman Bombing Range become an active tank training facility, as is being considered by the Oregon National Guard, a partnership with the federal government and/or the Oregon National Guard should also be pursued for needed improvements to the roadways serving the Bombing Range and the county should pursue opportunities to apply joint public and private financing for economic development projects such as major new industrial facilities or a major new entertainment facility.

#### **HISTORICAL SOURCES OF FUNDING**

Morrow County currently funds transportation system improvements through federal, state, and local sources. Property taxes make up the largest single source of revenue; although annual increases in property tax assessments on individual properties are limited as a result of Measures 5 and 50, property tax revenue as a whole has more than doubled since 1997, when property tax revenue totaled \$721,000. Property tax revenue has increased as a result of new development throughout the county. Other major funding sources include gas tax/vehicle licensing revenues and funds from the Oregon Transportation Investment Act (OTIA), which are devoted to specific improvements, primarily bridge repair and/or replacement. Other funding sources include a portion of waste disposal fees collected at the Finley Buttes Landfill, for Bombing Range Road and forest receipts for national forest lands.

#### **CURRENT REVENUE SOURCES**

To finance the transportation system improvements recommended for Morrow County over the next 20 years, the county will need to consider and use a variety of funding sources. Recent property tax limitations (Measures 5 and 50) have substantially reduced local governments' the ability to raise needed funds through increases in property tax rates or higher property assessments. The revenue sources described in this section may not all be appropriate in Morrow County, but they represent the range of financial sources currently available to fund transportation improvements in Oregon. The County already uses many of these funding sources. Grant funding for bicycle and pedestrian improvements has been used in the City of Heppner, but not directly by the county.

## ODOT Funds

ODOT provides funding for highway-related or highway-benefiting improvements through the Statewide Transportation Improvement Program (STIP). The STIP sets out a four-year funding cycle for transportation plans, and is updated every two years. The STIP is funded through federal transportation funding. ODOT's allocations of federal transportation revenues increasingly target those improvements that benefit highways indirectly, such as bicycle and pedestrian facilities, and those that provide economic benefit to a jurisdiction or region. Morrow County should continue to pursue funding for its high-priority projects through the STIP process, particularly those that provide economic benefits. Projects identified through this TSP or other planning processes may be eligible for STIP funds. The County's highway-related projects would be combined with all other projects within ODOT Region 5 submitted for STIP consideration, and then funded based on their relative priority to other projects within the region.

ODOT's OTIA bonding program has contributed the greatest influx of new transportation funds over the past few years. ODOT funds will continue to be an important resource for maintenance and improvement projects within Morrow County highway corridors.

## Property Taxes

Property taxes are often considered as a ~~primary~~ revenue source for raising ~~general fund~~ ~~public transportation~~ revenues for ~~Transportation Districts~~ (Morrow County is not currently a District). Revenue from property taxes can be used to fund ~~public transportation services or improvements through general fund transfers~~. Property taxes may be permanent (tax base levies), directed to specific projects (bond levies), or be in effect for a limited amount of time (serial levies). Tax base levies are the most common type used. Over the last two decades, the use of property taxes for raising general fund revenues has been restricted through a series of ballot initiatives. The first, Measure 5, restricted the non-school tax districts to \$1Q per \$1,000 of assessed value and the total tax to \$15 per \$1,000 of assessed value. In May 1997, Measure 50 passed, which rolled back property taxes to 1994-95 levels and limited future increases to 3 percent annually, while requiring that jurisdictions prioritize funding for public education and safety. These restrictions typically decrease the amount of funds available to cities and counties for application to the transportation system. Given that property tax revenues will likely continue to be limited for all governmental uses, ~~public~~ transportation projects will have to compete with other government services. Morrow County has substantial amounts of undeveloped industrial property under the control of the Port of Morrow. As this property is developed, the increased assessed values will increase property tax revenues. However, the county should not consider property taxes to be a major source of new ~~roadway improvement~~ ~~public transportation~~ funds in the future.

## Gasoline Taxes

The state of Oregon currently provides funds from the sale of gasoline, vehicle registration, and weight/mile taxes to provide jurisdictions with funds to maintain and improve streets. Gasoline taxes are collected for every gallon purchased by the consumer. An allocation formula based partially on population divides available funds among the state's counties and incorporated cities. State law also allows voters within a jurisdiction to approve additional gasoline taxes for use in funding street maintenance and improvements. A vote of the county's residents would be needed to enact a county-wide increase to the gasoline tax.

## **Vehicle Registration Fees**

Like gasoline taxes, vehicle registration fees are collected by the state and then distributed to cities and counties. Under state law, counties are allowed to impose an additional vehicle registration surcharge on all vehicles residing within the county. Funds collected are required to be used to either maintain or improve roads within the county. To implement an additional vehicle registration fee within Morrow County would require voter approval, and the county would need to develop mechanisms to distribute the funds for county and city roadway projects.

## **Special Public Works Funds**

The state of Oregon through the OEDD supports economic development and job creation by providing grants and loans to construct, upgrade, or repair public infrastructure. Special public works funds (SPWF) have been used for such projects as water, sewer, and street improvements. Funding is limited to projects that are associated with economic development of a community and the creation of family-wage jobs.

## **Project Mitigation**

The county should pursue project mitigation to offset the transportation impacts from large projects. Under the preferred alternative, the project will be subject to TIA requirements included in this plan, which will analyze and identify impacts created on the transportation system. Expected mitigation for the project impacts would be provided either as mitigation payments or by the proponent completing improvements to affected facilities.

## **Public Transportation Funds**

Funds and loans for public transportation are available to encourage the development and operation of service for the general public, older adults, and those with special needs. Most programs require local government contribution to receive funds. Four of the major sources available are as follows:

- Special transportation fund (STF)
- Section 5311 funds
- Community transportation program
- Special transportation district.

## **Bicycle and Pedestrian Program Funds**

The state of Oregon offers grants through the state Bicycle and Pedestrian Program to promote bicycle facilities for non-recreational uses. A local match is required to obtain funds. Funding sources should be pursued by the County to further develop their bicycle and pedestrian systems.

## **Finley Buttes Road Fund**

Since the opening of the Finley Buttes regional landfill a fee has been collected to support preservation and maintenance of the northern portion of Bombing Range Road.

## **EMERGING REVENUE SOURCES**

### **Enterprise Zone / Strategic Investment Program**

Morrow County has within its boundary the Columbia River Enterprise Zone and can authorize use of the Strategic Investment Program. Both programs have the ability to provide discretionary funding to the Morrow County Treasury. A portion of these discretionary funds could be used to fund either specific road projects or provide general road funds for preservation and maintenance.

### **Aggregate Material Depletion Fee**

The Morrow County Court is considering adoption of a fee charged to mining operators in aggregate material that leaves the county. Up to one half of the collected revenue under this fee is proposed to be used for the preservation and maintenance of the county road system.

## **REVENUE SOURCES NOT CURRENTLY USED IN MORROW COUNTY**

### **Transportation System Development Charges**

A transportation system development charge (SOC), also referred to as a transportation impact fee (TIF), is a fee charged to new development to offset a portion of the costs for necessary transportation improvements to the entire system. SDCs are also applicable to water and sewer. The fee is usually based on the number of new trips generated by a development, either during a peak hour or on a daily basis. ORS 223.297 to 223.314 describe the requirements that a SOC must meet and the method of determining the amount of the fee, which is based on the total cost of eligible improvements over the planning timeframe, typically 20 years. Generally, SDCs can only be applied to transportation projects identified in a jurisdiction's capital facilities plans. Developments that are conditioned to improve specific facilities to mitigate the development's impact can receive a credit against their SOC, subject to rules governing which facilities are eligible for SOC credits, and the specific components of improvements for which the developer can receive a credit. For example, a proposed shopping center development might be conditioned to widen an adjacent roadway or install a traffic signal at a nearby intersection, and could receive a credit for the cost of that work up to the amount of that development's SOC assessment. Should the county elect to enact a transportation SOC, the TSP recommends that traffic impact analyses (TIAs) be required of new development over a certain minimum threshold, to assess the impact to county-controlled facilities. Morrow County can then collect SOC fees based on the number of trips generated by new development and use the funds to construct or maintain the County's roadway system. Creating an SOC program first requires a countywide analysis of future transportation system needs, improvement costs, potential development, and the extent to which future development should be responsible for those costs.

### **Local Improvement Districts**

State law allows jurisdictions to fund public improvements through the development of Local Improvement Districts (LID). This source allows either property owners or local jurisdictions to approve an LID as a method of funding street, sidewalk, or other improvements. An LID allows the cost of improvements to be shared among those who most benefit from the improvement.

Costs are normally assessed either by property frontage, building square footage, or some other method. Property owners usually have the option of paying for the improvement up front or apportioning the costs out over a specified term through financing through the jurisdiction. The county or city must adopt an LID Ordinance to identify the LID boundary and the repayment provisions. A difficulty of LIDs is that sufficient support among affected property owners must first be obtained to approve its implementation.

### **Street Utility Fees**

A street utility fee is an assessment on all businesses and households to fund improvements to the transportation system. The fee differs from an LID in that the assessment is usually based on the type of land use and is based on the expected number of trips to be generated by that type of use. Differing fee schedules are normally developed for commercial and residential properties. The City of Medford, Oregon, implemented such a fee to operate and maintain its city street system.

## **FINANCING OPTIONS**

Morrow County may require financing to accumulate the funds required to improve its transportation system. Financing allows the county to accrue debt to fund roadway improvements, which it then can pay back as revenue sources become available. This allows the County to initiate roadway improvements sooner or provide a local match to additional funding sources so that the improved roadway network can be used to attract new businesses and residents that should increase its tax base. Two main types of financing are available: general obligation bonds and revenue bonds.

### **General Obligation Bonds**

General obligation bonds are bond issues that are repaid by a voter-approved property tax levy. Whether voters approve a property tax levy to fund repayment of the bond depends on the whether the project or projects are perceived as being a benefit to a majority of the county residents.

### **Revenue Bonds**

Revenue bonds are sold by a jurisdiction and repaid with "revenue" from an enterprise fund. The most common examples are for sewer or water facilities where service rates are used to repay the bond. The bond's rating and interest rate are generally based on the reliability of the revenue source. In Morrow County's case, revenue bonds could be sold to fund improvements with a portion of vehicle fuel tax revenues used as the method of repayment.

## **CHAPTER 8 ORDINANCE MODIFICATIONS AND TRANSPORTATION PLANNING RULE COMPLIANCE**

### **REGULATION AND ORDINANCE MODIFICATIONS**

The Transportation Planning Rule (TPR), OAR Section 660-012, requires that each jurisdiction in the state of Oregon adopt a transportation system plan (TSP) and make amendments to its land use regulations that support the implementation of the plan. Significant changes were made to the Morrow County Subdivision Code and Zoning Ordinance after both the 1997 and 2005 TSPs were adopted to implement the TSP and conform to the TPR. Modifications will continue to be identified and adopted as necessary.

### **TRANSPORTATION PLANNING RULE COMPLIANCE**

In 1991, the Oregon Transportation Planning Rule (TPR), OAR 660-12-045, was adopted by the Oregon Department of Land Conservation and Development (DLCD) with concurrence of the Oregon Department of Transportation (ODOT). The TPR requires that all jurisdictions adopt an approved TSP. This section states each of the required TSP elements and shows how the Morrow County TSP meets each applicable requirement of the TPR.

### **COMPLIANCE ANALYSIS**

The TPR requires that jurisdictions take four basic actions to implement their TSP. These include the following:

- Amend land use regulations to reflect and implement the TSP.

Clearly identify which transportation facilities, services, and improvements are allowed outright, and which will be conditionally permitted or permitted through other procedures.

Adopt land use or subdivision ordinance measures consistent with applicable federal and state requirements to protect transportation facilities, corridors, and sites for their identified functions, including access management and control, protection of public use airports, coordinated review of land use that could affect transportation facilities, conditional approval of development to minimize transportation impacts, regulations regarding notice, regulations to ensure consistency with the TSP.

- Adopt land use or subdivision regulations to provide safe and convenient pedestrian and bicycle circulation and bicycle parking, and ensure that new development provides on-street streets and accessways that provide reasonably direct routes for pedestrian/bicycle travel.
- Establish street standards that minimize pavement width and total right-of-way.

Morrow County has made changes to several areas to accomplish these requirements. The county has adopted a set of policies that were created as part of the development of the original TSP, which have been subsequently reviewed and modified as appropriate (Chapter 2).

Procedures to implement these policies have also been developed (Chapter 6). These procedures include new road standards, a traffic impact analysis (TIA) procedure, and a clarification of the approval process for development. Table 8-1 shows an analysis of the requirements and how they have been met.

<b>TABLE 8-1 TPR COMPLIANCE ANALYSIS</b>	
TPR Required Elements	Morrow County TSP
<p>1. Amend land use regulations to reflect and implement the TSP</p>	<ul style="list-style-type: none"> <li>• Land use goals and policies are included in Chapter 2 of the TSP that support and protect future transportation corridors.</li> <li>• Changes to county zoning and subdivision regulations and land-use ordinances were completed after adoption of the 1997 and 2005 TSPs.</li> </ul>
<p>2. Clearly identify which transportation facilities, services and improvements are allowed outright and which will be conditionally permitted or permitted through other procedures.</p>	<ul style="list-style-type: none"> <li>• Coordination/Process Policies 1.5-1.8 identify measures to plan, schedule, and fund projects through the capital improvement program.</li> <li>• Changes to the county zoning and subdivision regulations have been completed after adoption of the 1997 and 2005 the TSPs.</li> </ul>
<p>3. Adopt land use or subdivision ordinance measures consistent with applicable federal and state requirements to protect transportation facilities, corridors, and sites for their identified functions, to include the following topics:</p> <ul style="list-style-type: none"> <li>• Access and management control.</li> <li>• Protection of public use airports.</li> </ul>	<ul style="list-style-type: none"> <li>• Land Use Policy 2.4 requires new developments provide appropriate access to county roadways.</li> <li>• Land Use Policy 2.9 requires the preparation of an access management plan and use of ODOT standards in the interim.</li> <li>• Modifications to county access control standards have been adopted.</li> <li>• The county has adopted Goal 7 and Air Transportation Policies 7.3, 7.5, and 7.6 to protect public use airports.</li> </ul>
<ul style="list-style-type: none"> <li>• Coordinated review of land use decisions potentially affecting transportation facilities.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordination Policies 1.1, 1.2, 1.3, and 1.4 call for the coordination of planning activities with the cities, Port of Morrow, adjacent counties, ODOT, and DLCD.</li> </ul>



**TABLE 8-1  
TPR COMPLIANCE ANALYSIS**

TPR Required Elements	Morrow County TSP
<ul style="list-style-type: none"> <li>• Conditions to minimize development impacts to transportation facilities.</li> </ul>	<ul style="list-style-type: none"> <li>• Land Use Policy 2.2 requires the identification and reservation of future transportation corridors.</li> <li>• Land Use Policy 2.5 requires new development to identify impacts and provide mitigation.</li> <li>• Land Use Policy 2.6 calls for the dedication of right-of-way where appropriate.</li> <li>• Traffic impact analyses are required for all developments creating more than 400 average daily trips.</li> </ul>
<ul style="list-style-type: none"> <li>• Regulations to provide notice to public agencies providing transportation facilities and services of land use applications that potentially affect transportation facilities.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordination Policies 1.1, 1.2, 1.3 and 1.4 call for the coordination of planning activities with the cities, Port of Morrow, adjacent counties, ODOT, and DLCD.</li> </ul>
<p>4. Adopt land use or subdivision regulations to provide safe and convenient pedestrian and bicycle circulation and bicycle parking, and ensure that new development provides on-street streets and accessways that provide reasonably direct routes for pedestrian/bicycle travel.</p>	<ul style="list-style-type: none"> <li>• Roadway System Policy 5.2 requires the development of new roadways to meet the revised standards that provide improved bicycle and pedestrian facilities.</li> <li>• Bicycle, Pedestrian, Equestrian, and Transit Policy 6.1 calls for the development of new roadway design standards to accommodate bicycle, pedestrian and equestrian travel.</li> <li>• Bicycle, Pedestrian, Equestrian, and Transit Policy 6.3 encourages the development of multi-use paths and trails.</li> <li>• Roadway design standards are included in the TSP in Chapter 6, and have been adopted into the Zoning and Subdivision Ordinance.</li> </ul>
<p>5. Establish street standards that minimize pavement width and total right-of-way.</p>	<ul style="list-style-type: none"> <li>• County road standards are included in the TSP in Chapter 6 and have been adopted into the Zoning and Subdivision Ordinance.</li> </ul>

## **APPENDIX A: ROADWAY STANDARDS**

### **Introduction**

The following roadway standards were developed in conjunction with the Morrow County Public Works Department and follow the design standards set by the American Association of State Highway and Transportation Officials (AASHTO) and the Oregon Department of Transportation (ODOT). The following nine road standards reflect the differing design and capacity needs within Morrow County. Generally, roadways of a lower number represent a higher design standard.

### **Rural Arterial**

Rural arterials are design for roadways where higher traffic volumes are common or along major truck corridors. This standard of road is characterized by long-wearing asphalt concrete pavement over a base of 10 to 18 inches of aggregate. Travel lanes for this standard are 12-feet wide and a minimum of 3 feet of shoulder is provided on each side of the roadway.

### **Rural Collector**

Rural collectors represent a second-level standard for road construction. Like rural arterials, rural collectors are paved using two to three inches of asphalt concrete, but provide only eight to nine inches of base aggregate. Travel lanes are still 12-feet wide, but shoulders can be narrow as one foot.

### **Rural Access**

Rural access roads are lighter duty roads designed mainly for lower travel volumes and fewer truck trips. Rural Access I roads still use asphalt concrete paving, whereas Rural Access II roads are designed to be unpaved gravel roadways. Base aggregate is only 8 inches for this road standard. Travel lanes are specified at nine feet with one-foot shoulders on each side.

### **Rural Gravel**

Gravel roads serve a wide range of needs in Morrow County, and there are gravel roads that serve as higher-classification facilities. The Rural Gravel classification provides a range of cross-sections to accommodate varying needs.

### **Five-Lane Standard**

The five-lane road standard is a paved standard designed to periodically handle a high volume of vehicle traffic in a concentrated area of north Morrow County. The standard was adopted to support the planned Pacific Northwest Motorsports Park.



## Roadway Cross-Sections

## Roadway Cross-Sections

## Roadway Cross-Sections

## Roadway Cross-Sections

Roadway Cross-Sections

Roadway Cross-Section



**APPENDIX B:  
RECOMMENDED ROADWAY SYSTEM PROJECT**

<b>TABLE 1 HIGH PRIORITY RECOMMENDED ROADWAY SYSTEM PROJECTS 2017/2018 – 2021/2022</b>			
<b>ROADWAY</b>	<b>PROJECT DESCRIPTION</b>	<b>ESTIMATED OIL COSTS</b>	<b>ESTIMATED PROJECT COSTS</b>
Wilson Lane/Laurel Road Intersection	Install left-turn lane on Wilson Lane plus associated improvements	\$ 99,000.00	\$ 400,000.00
lone-Boardman Road 5.9 miles (Juniper Lane to Ella Road)	Reclamation project, Add rock, Widen existing road prism, drainage, 2" Overlay	\$ 844,250.00	
Ella Road 2.5 miles (Hwy 74 to lone-Boardman Road junction)	Shoulder work and 2" Overlay	\$ 225,500.00	
Tower Road	Remove cattle guards, paver patch or overlay milepost 5-7. Chip seal with 5/8" rock (8.47 miles)	\$ 228,800.00	
Frontage Lane / Poleline Road intersection	Redesign of intersection. Remove "Y" design and rebuild both roads at intersection.	\$ 285,000.00	\$ 2,456,300.00
Poleline / Homestead intersection	Reconstruct intersection to accommodate increased truck traffic	\$ 142,500.00	\$ 889,867.00
Homestead Lane	Shoulders, Ditches and 2" Overlay (5 Miles)	\$ 475,000.00	
Poleline Road	Shoulders, Ditches and 2" Overlay (4.9 Miles)	\$ 512,765.00	
Frontage Lane	Shoulders, Ditches and 2" Overlay (5.95 Miles)	\$ 617,705.00	
Patterson Ferry Road	Shoulder work, 2" Overlay with Hot Mix (6.2 Miles)	\$ 643,610.00	
McNab Lane (1.1 miles) Just past bridge near Hwy 74 to top of grade.	Slope banks, improve ditches and add shoulders. The landowner for most of the project is willing to donate land, move fences or whatever is needed. 2" overlay of 5.67	\$ 538,650.00	
lone-Gooseberry	Paver patching, Shoulders, Ditches and Drainage. Chip seal with 5/8" rock (19.42 Miles) 4 miles of Paver patching	\$ 766,300.00	

Division Road	Shoulder work, 2" Overlay with Hot Mix (1.64 Miles)	\$ 162,250.00	
West Main (lone)	2" asphalt overlay of .25 miles	\$ 27,500.00	
E Columbia Lane	Paver patch, crack seal and chip seal with 5/8" rock (3.85 miles) 1.5 miles of paver patching	\$ 200,250.00	

**TABLE 2  
MEDIUM PRIORITY RECOMMENDED ROADWAY SYSTEM PROJECTS**

ROADWAY	PROJECT DESCRIPTION	ESTIMATED OIL COSTS	ESTIMATED PROJECT COSTS
Bunker Hill lane	Reclamation of 3.59 Miles back to gravel, slope banks, build shoulders, widen road, improve drainage. Prep for possible Double chip seal in future or Overlay project	\$ 143,600.00	
Blackhorse Canyon lane	Reclamation of 5.78 Miles back to gravel, slope banks, build shoulders, widen road, improve drainage. Prep for possible Double chip seal in future. (8.5 miles)	\$ 382,500.00	\$ 1,587,000.00
CR #670 Sunflower Flat Road	Pave over gravel road (9.0 miles, a Federal Forest Highway Project) 2" Overlay 23,166 tons	\$ 1,274,130.00	\$ 750,000.00
CR #689 Olson Road	Kunze Lane to I-84 reconstruct and pave (2.0 miles total)	\$ 191,620.00	
Ella Road (4.7 miles) lone-Boardman to Baker Lane	Shoulder work, paver patch, crack seal, chip seal	\$ 225,500.00	
CR #793 Little Butter Creek Road	Currin Ranch north (5.2 miles) reconstruct and pave	\$ 498,289.00	
Willow Creek Road (19.76 Miles)	Crack seal large cracks, chip seal with 5/8" rock	\$ 296,400.00	
Irrigon (2nd, 3rd, 4th, Nevada, Utah, Oregon, Washington)	Paver patching, 2" overlays, chip seals	\$ 1,500,000.00	

Rippee Road 0.5 miles (south of I-84 to Wilson Road)	Work on shoulders and pave with hot mix, 2" overlay	\$ 47,905.00	
Root Lane 1.1 miles (Wilson Road to Rippee Road)	Work on shoulders and pave with hot mix, 2" overlay	\$ 105,380.00	
Halvorsen Lane	Shoulder work, Ditches, 2" overlay of hot Mix (4.8 Miles)	\$ 456,000.00	
Clarks Canyon Road	Paver patching, crack sealing, shoulder work, and chip seal with 5/8" rock (15.97 Miles) 4 miles of paver patching, full length chip seal	\$ 619,550.00	
CR #608 Upper Rhea Creek Road	Ruggs to 2008-2009 ARRA stimulus project 1.6 miles remaining. Prep road prism, Ditches, 2" Overlay	\$ 181,500.00	
Coalmine Hill	Chip seal with 1" rock (6.03 Miles)	\$ 108,540.00	
Willow Creek Road	Chip seal with 5/8" rock (19.76 Miles)	\$ 296,400.00	
Columbia Lane (Boardman)	Reclamation of 1.54 Miles back to Gravel		
Kunze Lane	Crack seal and chip seal with 5/8" rock (6 Miles)	\$ 90,000.00	
Rhea Creek Road	Shoulder work, Ditches, chip seal with 5/8" rock from Ruggs to the intersection with Basey canyon (4.5 Miles)	\$ 67,500.00	
Wilson Lane	Paver patching, shoulders, crack sealing, chip seal with 5/8" rock (5.75 Miles) 3 miles of paver patching	\$ 716,250.00	
Baker Lane	Paver patch and chip seal 2.3 miles on east end. (\$96,033.75) Reclamation, Rebuild, Drainage and overlay with hot mix 1.6 miles on West end (\$202,403.25)	\$ 298,437.00	
Baseline Lane	Shoulder work, Drainage, and 2" Overlay (12.1 Miles)	\$ 1,256,145.00	
Alpine Lane	Chip seal with 5/8" rock (2 Miles)	\$ 30,000.00	
Eighth Road W. (Irrigon)	Shoulder work, 2" overlay of hot mix (2 miles) From Columbia Lane to Washington	\$ 190,000.00	

Gravel Pit Lane	Shoulder work, 2" overlay of hot mix (0.14 Miles)	\$ 15,400.00	
Kilkenny Road	Paver patching, crack sealing and chip seal with 5/8" rock (2.89 Miles) 1.25 Miles of paver patching	\$ 62,100.00	
Liberty School Road	Reclamation of remaining asphalt, Major rebuild of grade from Rhea Creek Road headed south.		
Myers Lane	Crack seal and chip seal with 5/8" rock (5.54 Miles)	\$ 83,100.00	
Paul Smith Road	Shoulder work, 2" overlay of hot mix	\$ 142,500.00	
Peters Road	Shoulder work, 2" overlay of hot mix	\$ 47,500.00	
Toms Camp Road	Shoulder work, 2" overlay of hot mix	\$ 71,250.00	
Rietmann Lane	Reclamation of .612 miles of asphalt and return to gravel		
Social Ridge Lane	Reclamation, slope banks, widen, improve drainage and possible double chip seal or asphalt overlay in the future (4.78 Miles)	\$ 191,200.00	
Wilson Lane	Paver patching, crack sealing and chip seal with 5/8" rock. (5.75 Miles)	\$ 86,250.00	
Morter Lane	Triple chip seal with 5/8" rock (4Miles)	\$ 220,000.00	
Little Butter Creek Road	Safety project: Slope banks, realign corners, intersection rebuild with Meyers Lane.	\$ 125,000.00	\$ 865,000.00
Rhea Creek Road	Slope banks, Ditches, shoulders, paver patching and chip seal with 5/8" rock (18.37 Miles)	\$ 750,000.00	\$ 577,426.00
21 Road	Add 6" of road rock, ditches, drainage and double chip seal with 1" and 5/8" rock. (.5 miles)	\$ 68,532.00	

<b>TABLE 3 BRIDGE DEFICIENCIES</b>		
<b>BRIDGE</b>	<b>PROJECT DESCRIPTION</b>	<b>ESTIMATED PROJECT COST</b>
#10995 Keene Bridge (Rhea Creek Road)	Replace wood decking with steel, install new guardrails, improve approaches and pave with hot mix	\$ 100,000.00
#10891 Snyder Bridge (Rhea Creek Road)	Replace wood decking with steel, install new guardrails, improve approaches and pave with hot mix	\$ 100,000.00
#49-C27 Vey Bridge (Big Butter Creek Road)	Remove deck, replace broken timber, replace decking, improve guardrails, improve approaches and pave with hot mix.	\$ 50,000.00
#10907 Willow Creek (Willow Creek Road)	Diagonal sheer cracks near supports of all girders.	\$ (Under Review)
#49C28A Anson Wright park (Rock Creek)	Minor negative camber in girders, Scour and erosion.	\$ 5,000.00
#49C09 Clarks Canyon (Willow Creek)	Upstream girder has slight bow along length. All girders are rusting. Wing walls have deteriorated concrete and exposed steel reinforcing with corrosion. Delaminating and spalling.	\$ 25,000.00
#10928 Little Butter Creek (Butter Creek)	Areas of decay on timber deck. Most girders are checked. Girder #2 in span 3 has failed. Spalling and some hairline cracks.	\$ 300,000.00
#49C02 Fuller Canyon (Fuller Canyon)	All girders are rusting. End posts not installed at guardrail ends. Railings are not to standard height. Large potholes on approaches.	\$ 275,000.00
#10958A Willow Creek / Fuller Canyon (Fuller Canyon)	Posts with decay and splits.	\$ 400,000.00 to 500,000.00
#49C22 Morter Lane (Rhea Creek)	Active surface corrosion. All girders are rusty. Minor cracking. Minor scour. Shoulder erosion near downstream bent.	\$ 5,000.00

## **APPENDIX C: TRAFFIC IMPACT ANALYSIS GUIDELINES**

### **Introduction**

Morrow County requires all permit applications generating more than 400 new daily trips to prepare a traffic impact analysis (TIA). The TIA will determine the impacts of the project on the existing and future transportation system and will serve as a vehicle for determining appropriate mitigation. The following guidelines contain the elements that should be included in the analysis. Where appropriate, additional study may be required to assess the full impact of the proposed project.

While the determination of whether a TIA is required is based on the number of daily trips, traffic impacts are typically analyzed only during the PM peak-hour of area-wide traffic, which is the one-hour period of highest traffic during the two-hour peak period, typically 4:30-5:30 PM on weekdays. Land uses that generate peak traffic on weekends or evenings (e.g., theaters or recreation facilities) may require additional periods to be counted.

### **Determination Of TIA Requirement**

An initial step is necessary to determine whether the proposed project must complete a TIA. This step can often be performed by the applicant using information found in this document.

Calculate the number of daily trips generated using the attached table or using the rate found in the ITE Trip Generation Manual. Where a project is replacing an existing use, the net trip generation is used (trips generated by project less the former use). Projects that produce in excess of 400 new daily trips must complete a TIA.

### **Cost Of A TIA**

The cost of a TIA varies by the size of the development and the relative location to roadway facilities that are near or at capacity. Typical costs range from a minimum of \$2,500 (small subdivision) to over \$15,000 (new retail area).

### **Qualifications Of Preparer**

A registered professional engineer is required for all TIA studies, unless approval is obtained by the planning director.

## Project Description And Study Area

The TIA should introduce the project and describe the approximate study area. A location map showing the site and the study area intersections should be included.

I. Project identification and description - The following information is included:

Project location.

Project name or name of developer or company.

Project description. Building area, types of uses, number of units, on-site parking stalls.

Project buildout year. The year the proposed project is assumed to be completed and occupied.

II. Definition of the study area - The study area is defined by the number and location of the study intersections. The study intersections are determined as follows:

The study intersections are defined as those within 1,000 feet in either direction of each edge of the parcel for arterial access points, and within 600 feet in either direction of each edge of the parcel for collector or local access points that are likely to be impacted by more than 10 PM-peak-hour trips or are directly associated with the project (e.g., driveways). A trip generation, distribution and assignment process (see Project Conditions) can be used to identify the study area.

## Existing Conditions

The existing conditions section describes the existing roadway and traffic characteristics within the study area. The following topics are included:

I. Peak period traffic counts - Counts should be completed at each study intersection. Counts must be conducted as follows:

Counts are completed on Tuesdays, Wednesdays or Thursdays during a two-hour peak period which includes the system PM peak-hour (typically 3:00 PM to 5:00 PM, or 4:00 PM to 6:00 PM). Counts must be collected by individual turning movement at each intersection. Land uses that generate substantial traffic during evenings or weekends (e.g., recreational uses or entertainment facilities) may require traffic counts to be conducted during additional time periods.

Features such as the number of pedestrians, bicyclists and length of vehicle queuing should be noted.

Seasonal adjustments should be made to represent peak conditions.

Counts from other sources may be used if they are less than three years old and are factored to the current year using the background growth rate (see Background Conditions).

- II. LOS Calculation - Using the latest published Highway Capacity Manual methodology (currently the 2000 manual), the level of service (LOS) is calculated for existing conditions for each study intersection. LOS at either signalized or all-way stop controlled intersections is defined by the overall intersection LOS. At an intersection with stop controls only on the minor (side street) movements, the LOS is defined by the worst approach to the intersection, typically left turns from the minor street. For intersections within the study area that are on State facilities, the volume-to-capacity ratio ( $V/C$  ratio) must also be calculated and reported.
- III. Accident data - Five years of accident data is used to describe the number, type and severity of accidents that occurred at each study intersection. Accident data can be obtained from ODOT. High accident locations (where five or more recorded accidents occur annually) should be identified.
- IV. Pedestrian, Bicycle and Equestrian Facilities - Include a description of all pedestrians, bicycle and equestrian facilities within the study area.
- V. Transit - Describe any transit routes in the area. Include a description of school bus service and stop locations, if applicable.

## **Background Conditions**

This section refers to the future year traffic operations before project trips are added. The background volumes need to account for the following elements:

- I. Planned changes to roadway facilities and intersections scheduled to occur prior to the project buildout year.
- II. Planned changes in land use within the study area resulting from approved development yet to be built and/or fully occupied. This step requires the collection of other TIAs and the inclusion of new trips that may occur as a result of these analyses.
- III. Background growth rate at which overall traffic has grown in the area. This rate will be determined by the County.
- IV. The calculation of background traffic volumes involves factoring existing traffic to the future year using the background growth rate, then adding all project trips in other TIAs that affect the study intersections.
- V. LOS analysis based on background traffic volumes for each study intersection. All study intersections that exceed the LOS standard (or the  $V/C$  standard for state facilities) should be noted.
- VI. Any planned changes to bicycle, pedestrian and equestrian facilities occurring through the project year should be noted.



## Project Conditions

This section shows the calculated trip generation, assumed distribution and assignment of trips:

- I. Trip generation - The number of trips generated as calculated from the attached table or from the latest version of the ITE Trip Generation Manual. Where a project is replacing an existing use, the net trip generation is required. A list of typical trip generation rates follows this document.
- II Trip distribution - The percentage of trips traveling by direction, based on existing traffic patterns, unless preferable information is available (customer survey, market analysis, etc.).
- III. Trip assignment- The project trips are assigned to the roadway based on the trip distribution and the proportion of trips entering, and exiting volumes from the trip generation.
- IV. Future year LOS analysis - The LOS and V/C information for the study intersections based on the sum of the project trip assignment and the background trips.
- V. Identify project impacts - All potential impacts to the transportation system should be identified, including vehicle sight distance, truck traffic, roadway geometrics and traffic control, site access, vehicle queuing and turn lane needs, bicycle and pedestrian access, and safety.
- VI. Mitigation - Mitigation reflects the need for new development to pay for its fair share of traffic impacts. The following types of mitigation are required under county regulations:

When the addition of project trips causes an individual intersection to exceed the applicable LOS or V/C standard, the mitigation measures necessary to bring the intersection back into compliance need to be identified, as well as the cost, the project's contribution to the overall cost of the improvement (proportionate share), and how the proportionate share will be paid. Typical mitigation includes the following:

Adjustments to signal timing.

Addition of turning lanes through restriping or widening.

Lengthening storage length of existing turn lanes.

- Installation of traffic signals or other traffic control devices.

Improvements needed to provide adequate sight distance from the development's access onto the public road network.

Note: developers are not required to mitigate individual intersections that exceed the LOS or V/C standard in existing or background conditions as determined by HCM methodology. They may, however, be required to contribute a roughly proportionate share to improve the facility as needed to meet LOS or V/C standards.

Other mitigation should be considered as appropriate to alleviate the impacts to the transportation system, such as reduction of vehicle queuing, reduction in peak hour travel of employment uses through transportation demand management, and increases in pedestrian, bicycle or equestrian travel and safety.

### Trip Generation Table

Below are some of the most common trip generation values. The first column defines the land use; the second, the average weekday rate; the third, the PM peak-hour rate; and the fourth, the percent of traffic entering and exiting during the peak-hour. More specific rates are found in the 7<sup>th</sup> edition of the ITE Trip Generation Manual. An example calculation is as follows:

Project: Construct 4 homes on a subdivided lot  
 Daily Trip Generation: 9.57 x 4 dwelling units = 38 trips  
 PM Peak-Hour: 1.01 x 4 = 4 trips (3 entering, 1 exiting)

Therefore, there are 38 daily trips and an impact of 4 trips during the PM peak-hour.

TABLE 1 TRIP GENERATION RATES			
Land Use ITE Code\	Weekday Daily Rate	PM Peak-Hour Rate	Percent Entering/ Exiting in Peak-Hour
Single Family Detached (210)	9.57 / D.U.	1.01 / D.U.	63%/ 37%
Apartment (220-Post 1973)	6.72 / D.U.	0.62 D.U.	67%/33%
Mobile Home Park (240)	4.99 / D.U.	0.59 / D.U.	62%/ 38%
Church (560)	9.11/1000 GFA	0.66 / 1000 GFA	52%/ 48%
Office-General (710)	refer to ITE Trip Generation Equations	refer to ITE Trip Generation Equations	17% / 83%
● 10,000 GFA	18.4/1000 GFA	4.28/1000 GFA	
● 25,000 GFA	15.64 / 1000 GFA	2.70 / 1000 GFA	
● 50,000 GFA	13.34 / 1000 GFA	1.91 / 1000 GFA	
● 100,000 GFA	127.15 / 1000 GFA	10.92 / 1000 GFA	61% / 33%
Restaurant-High Turnover (932)	496.12 / 1000 GFA	34.64 / 1000 GFA	52% / 48%
Fast Food Restaurant (934) with drive-through)	102.24 / 1000 GFA	10.45 / 1000 GFA	51% / 49%
Supermarket (850)	6.97 / 1000 GFA	0.98 / 1000 GFA	12% / 88%
General Light Industrial (110)	3.82 / 1000 GFA	0.74 / 1000 GFA	36% / 64%
Manufacturing (140)			

D.U. - Dwelling Units  
 GFA - Gross Floor Area  
 GLA - Gross Leasable Area

## Legislative Updates

Submitted by: Veterans Services

House Bill, Senate Bill or Legislative Concept Number:

See attached memo from AOC  
Upcoming Meeting - Friday March 11, 2022

Summary of Bill or Legislative Concept:

Impact to Morrow County:

Recommendation to Commissioners:

# MEMO



**DATE:** March 11, 2022  
**TO:** AOC Veterans Steering Committee  
**FROM:** Drenda Howatt, Legislative Affairs Manager, AOC  
**SUBJECT:** 2022 Session Overview

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## Veterans 2022 Session Priority:

Create an inflation-based index to ensure state funding of County Veteran Service Officers (CVSOs) does not diminish over time. Lottery Fund dollar support for CVSOs should be increased each biennium to keep up with annual personnel costs via a built-in adjustment for these growing expenses. Without such a provision in statute, the net result will be a diminished CVSO capacity over time.

## Outcome:

AOC Legislative Affairs staff worked to successfully move provisions of legislation that needed in-depth work to interim work groups while advancing increased benefits for Veterans.

## AOC Priority Bills:

- [HB 4082 Veterans' Remains Coordinators](#): AOC supported, passed out of the House 52-0-8. The Senate Committee on Veterans and Emergency Preparedness referred it to Joint Ways and Means with a 'do-pass' recommendation. No action was taken in Joint Ways and Means and the bill died.
- [HB 4066 Veterans Omnibus](#): AOC took no position but offered a high level statement of concern over county impacts from the property tax exemption and veterans' preference segments. AOC staff requested that both segments be removed from the bill and be referred to a work group for the interim. The property tax exemption was removed from the bill, and the veterans' preference language was modified. The bill passed out of the House unanimously but died in the Senate Committee on Veterans and Emergency Preparedness for lack of a work session.

## Other Bills of Interest:

- [HB 4095 Veterans Dental Health](#): AOC took no position, but after learning about -1 amendment that added a problematic waiver adjudication to County Veterans' Services Officers, AOC staff worked with CVSO Association and other County staff to propose language for an amendment to remove CVSOs from adjudicative responsibilities. The waiver language was removed and the bill passed unanimously.



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

(For BOC Use)
Item #

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

Presenter at BOC: Aaron Moss
Department:
Short Title of Agenda Item: Broadband Funding Request
(No acronyms please)

Date submitted to reviewers: 3/7/2022
Requested Agenda Date: 3/9/2022

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

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
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 3/17/22 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.
DATE Human Resources \*If appropriate
\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

On behalf of myself and the Morrow County Broadband Action Team, I would like to thank you for earmarking \$150,000 in American Recovery Plan Act dollars for Broadband Action Team activities. Further, we ask that the Board approves this expenditure and authorizes Columbia Basin Electric Cooperative as the fiscal agent for these funds.

The dollars will be spent exclusively on the following activities:

- Broadband infrastructure build-out designs
- A professional grant writer
- Digital inclusion and equity
- Legal expenses (if necessary)

Thank you for your consideration.

Aaron Moss

## **2. FISCAL IMPACT:**

\$150,000

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

Move to approve \$150,000 in ARPA dollars for BAT activities and authorize Columbia Basin Electric Cooperative as the fiscal agent for these funds.

Attach additional background documentation as needed.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Federal transit law requires that projects selected for funding under the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) be derived from a locally developed, coordinated public transit-human services transportation plan and that the plan be developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public. These plans identify the transportation needs of individuals with disabilities, older adults, and people with low incomes; provide strategies for meeting these needs; and prioritize transportation services for funding and implementation. Morrow County released a request for proposal (RFP) on January 13, 2022, for a professional consultant to assist in updating our plan, the RFP closed on February 10, 2022. At this time the review panel meet and scored the proposals received, our review was based on the criteria established in the RFP, see attached score sheet. Upon award, the following timeline has been established as stated in the RFP.

### Timeline

- Project will commence immediately upon contract execution, expected March 9, 2022, or shortly thereafter.
- A draft plan update shall be complete no later than July 5, 2022, and be presented by the consultant to the STF/STIF Advisory Committees on July 19, 2022.
- The final plan will be made available to Morrow County Public Transit staff by August 16, 2022.

The consultant will present the final plan to the Morrow County Board of Commissioners on August 24, 2022, for final approval.

## 2. FISCAL IMPACT:

\$25,000 from budget #504

\$5,176 from budget #216

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

Motion to award Kittelson and Associates the contract to update the Coordinated Human Services Transportation Plan starting March 9, 2022 through September 30, 2022.

Attach additional background documentation as needed.



**Morrow County Public Transit - The Loop - RFP Review Coordinated H.S Transit Plan Update 2022**

Evaluator 1: Darrell Green				
Evaluator 2: Tamra Mabbot				
Evaluator 3: Katie Imes				
<b>COMPANY</b>	<b>Transportation Partnership</b>	<b>Kittleson and Associates</b>	<b>LSC Transportation</b>	<b>EOBS</b>

RFP Criteria				
<b>Project Scope &amp; Objectives</b>	<i>Max Points 35</i>			
Evaluator 1:		30	34	32
Evaluator 2:		30	34	33
Evaluator 3:		30	33	30
<b>Total Score:</b>		90	101	95
<b>Qualifications, Experience &amp; Project Team</b>	<i>Max Points 20</i>			
Evaluator 1:		15	20	15
Evaluator 2:		15	20	20
Evaluator 3:		12	20	15
<b>Total Score:</b>		42	60	50
<b>Local Transit Knowledge</b>	<i>Max Points 15</i>			
Evaluator 1:		12	15	8
Evaluator 2:		15	15	5
Evaluator 3:		15	15	5
<b>Total Score:</b>		42	45	18
<b>Innovative ideas to meet RFP objective</b>	<i>Max Points 15</i>			
Evaluator 1:		0	12	12
Evaluator 2:		12	15	15
Evaluator 3:		12	10	12
<b>Total Score:</b>		24	37	39
<b>DBE participation</b>	<i>Max Points 5</i>			
Evaluator 1:		0	0	0
Evaluator 2:		0	0	0
Evaluator 3:		0	0	0
<b>Total Score:</b>		0	0	0
<b>References</b>	<i>Max Points 5</i>			
Evaluator 1:		3	5	5
Evaluator 2:		4	5	5
Evaluator 3:		5	5	5
<b>Total Score:</b>		12	15	15
<b>Fees</b>	<i>Max Points 5</i>			
Evaluator 1:		5	3	2
Evaluator 2:		5	0	0
Evaluator 3:		3	4	4
<b>Total Score:</b>		13	7	6
<b>Met all requirements in RFP</b>	<i>Yes or No</i>			
Evaluator 1:				No
Evaluator 2:		Yes	Yes	Yes
Evaluator 3:		Yes	Yes	Yes
<b>Total Score:</b>		0	0	0
<b>GRAND TOTAL</b>		<b>223</b>	<b>265</b>	<b>223</b>

**NOTES**

TP: strong public engagement priorities - In-person 3 times! Complete scope.  
 Kittelson: Strong Scope and Objectives, professional proposal.  
 LSC: All virtual outreach engagement, Similar projects were not small rural areas.  
 EOBS: Did not meet timeline requirements in RFP

TP: Lack of experience working together as consultants.  
 Kittelson: Good Qualifications, Experience, and PT - particularly with CTP's in rural areas.  
 LSC: Good experience and qualifications, lacking small rural projects  
 EOBS: CTP experience is limited

TP: Good local area knowledge  
 Kittelson: Good local and regional experience, rural experience  
 LSC: some local knowledge, all data sourced  
 EOBS: limited transit experience

TP: dedicated to meeting in-person and conducting survey's with transit users.  
 Kittelson: data driven analysis, good development resources for MC transit management. Only one in-person outreach scheduled  
 LSC: online survey, innovative website forum  
 EOBS: online survey, in-person meetings

No Score

TP: Provided three letters of recommendation.  
 Kittelson Notes: References given with similar project descriptions.  
 LSC Notes: Projects represented larger-scale operations, but showcased their diversity.  
 EOBS: Sent a reference meant for Grant County

TP notes: no personnel \$ included, no hrs. included  
 Kittelson Notes: over budget  
 LSC Notes: over budget  
 EOBS: over budget

EOBS did not include Addendum No.1 with proposal, and did not meet the required timeline in RFP on page 8.


1           **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

2  
3 This AGREEMENT is by and between Morrow County Public Transit (“MCPT”) and Kittelson  
4 & Associates (“Contractor”). Whereas MCPT has need of the services which Contractor has  
5 agreed to provide; NOW THEREFORE, in consideration of the sum of \$30,176 to be paid to  
6 Contractor by MCPT, Contractor agrees to perform between date of execution and September  
7 30, 2022, inclusive, the following specific personal and/or professional services:

8  
9           Scope of Work: Attachment A  
10          Federal Clauses: Attachment B  
11          Fee Schedule: Attachment C  
12          Payment Terms: Net 30 – Monthly Invoices

- 13  
14 1. COMPLETE AGREEMENT. This Agreement contains the entire understanding of the  
15 parties and supersedes all prior agreements, oral or written, and all other communication  
16 between the parties relating to the subject matter of this Agreement.  
17  
18 2. WRITTEN NOTICE. Any notice of termination or other communication having a material  
19 effect on this Agreement shall be served by U.S. Mail on the signatories listed.  
20  
21 3. GOVERNING LAW/VENUE. This Agreement shall be governed by the laws of the State of  
22 Oregon. Any action commenced in connection with this Agreement shall be in the Circuit  
23 Court of Morrow County. The prevailing party shall be entitled to reasonable attorney fees  
24 and costs, including an appeal. All rights and remedies of MCPT shall be cumulative and  
25 may be exercised successively or concurrently. The foregoing is without limitation to or  
26 waiver of any other rights or remedies of MCPT according to law.  
27  
28 4. COMPLIANCE. Contractor shall comply with all applicable Federal, State, and local laws,  
29 rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and  
30 Purchasing) are incorporated herein to the extent applicable to personal/professional service  
31 agreements. Specifically, Contractor shall:  
32  
33       a. Promptly pay, as due, all persons supplying labor and material for the prosecution of  
34 the work provided of in such contract. If Contractor fails to pay any such claim,  
35 MCPT may pay the claim and charge the payment against the funds due Contractor,  
36 pursuant to ORS 279B.220;  
37       b. Pay any required contributions due the Industrial Accident Fund incurred in the  
38 performance of the contract;  
39       c. Not permit any lien or claim to be filed or prosecuted against MCPT, on account of  
40 any labor or material furnished by Contractor;  
41       d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS  
42 316.167;  
43       e. Not employ any person more than 10 hours a day, or 40 hours a week, unless  
44 permitted under ORS 279B.235, and any employee working over 40 hours per week  
45 shall be paid overtime as provided in ORS 279B.235.  
46       f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to

47 employees of Contractor, pursuant to ORS 279B.230.

48 g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

49  
50 5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any  
51 circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no  
52 way affect any other provision of this Agreement or the validity of enforceability of the  
53 Agreement.

54  
55 6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided  
56 under this Agreement, is acting as an "independent contractor" and is not an employee of  
57 MCPT, and as such accepts full responsibility for taxes or other obligations associated with  
58 payment for services under this Agreement. As an "independent contractor", Contractor will  
59 not receive any benefits normally accruing to MCPT employees unless required by  
60 applicable law. Furthermore, Contractor is free to contract with other parties, on other  
61 matters, for the duration of this Agreement.

62  
63 7. INDEMNIFICATION. Contractor shall save harmless and indemnify MCPT for any and all  
64 claims, damages, losses and expenses including but not limited to reimbursement of  
65 reasonable attorney's fees arising out of or resulting from Contractor's performance of or  
66 failure to perform the obligations of this Agreement to the extent same are caused by the  
67 negligence or misconduct of Contractor or its employees or agents. Contractor has no  
68 obligation to defend or pay indemnitee defense costs incurred prior to a final determination  
69 of liability by a court of competent jurisdiction.

70  
71 8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense,  
72 Comprehensive General Liability, Automobile Liability, and Professional Liability  
73 insurance. This insurance is to provide separate coverage for each of the required types of  
74 insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per  
75 person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all  
76 such insurance, with the exception of Professional Liability, shall name MCPT, its  
77 Commissioners, employees and agents, as an Additional Insured. A copy of the policy or  
78 certificate of insurance acceptable to MCPT shall be submitted to MCPT.

79  
80 9. WORKERS' COMPENSATION. Contractor shall comply with ORS 656.017 for all  
81 employees who work in the State of Oregon. If Contractor hires employees, he or she shall  
82 provide MCPT with certification of Workers' Compensation Insurance, with employer's  
83 liability in the minimum of \$100,000.

84  
85 10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the  
86 benefits of any services or activities made possible by or resulting from this Agreement on  
87 the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of  
88 this provision shall be considered a material violation of this Agreement and shall be grounds  
89 for cancellation, termination or suspension in whole or in part by MCPT.

90  
91 11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the  
92 following conditions:

- 93
- 94 a. By written mutual agreement of both parties. Termination under this provision may  
95 be immediate.
- 96 b. Upon fifteen (15) calendar days' written notice by either Party to the other of intent  
97 to terminate.
- 98 c. Immediately on breach of the contract.
- 99
- 100 12. SUBCONTRACTING/NON-ASSIGNMENT. No portion of this Agreement may be  
101 contracted to assigned to any other individual, firm, or entity without the express and prior  
102 approval of MCPT.
- 103
- 104 13. SURVIVAL. The terms, conditions, representations and all warranties contained in this  
105 Agreement shall survive the termination or expiration of this Agreement.
- 106
- 107 14. FUNDING. In the event the Board of Commissioners of MCPT reduces, changes,  
108 eliminates, or otherwise modifies the funding for any of the services identified, Contractor  
109 agrees to abide by any such decision including termination of service.
- 110
- 111 15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services  
112 with that standard of care, skill and diligence normally provided by a professional individual  
113 in the performance of similar services. It is understood that Contractor must perform the  
114 services based in part on information furnished by MCPT and that Contractor shall be  
115 entitled to rely on such information. However, Contractor is given notice that MCPT will be  
116 relying on the accuracy, competence and completeness of Contractor's services in utilizing  
117 the results of such services. Contractor warrants that the recommendations, guidance and  
118 performance of any person assigned under this Agreement shall be in accordance with  
119 professional standards and the requirements of this Agreement.
- 120
- 121 16. MCPT PRIORITIES. Contractor shall comply promptly with any requests by MCPT relating  
122 to the emphasis or relative emphasis to be placed on various aspects of the work or to such  
123 other matters pertaining to said work.
- 124
- 125 17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to  
126 MCPT by Contractor shall become the sole and exclusive property of MCPT. All material  
127 prepared by Contractor under this Agreement may be subject to Oregon's Public Records  
128 Laws.
- 129
- 130 18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of  
131 perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge,  
132 Contractor is not in violation of any of the tax laws of this state or political subdivision of  
133 this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317  
134 and 318. Contractor represents that Contract will continue to comply with the tax laws of  
135 this state and any applicable political subdivision of this state during the term of the public  
136 contract. If Contractor's fails to comply with the tax laws of this state or a political  
137 subdivision of this during the term of this agreement, the Contractor shall be in default and  
138 MCPT may terminate this agreement and pursue its remedies under the agreement and under

139  
140 This Agreement will not be effective until approved by the authorized signatory for MCPT.  
141

142 **COUNTY**  
143 **Morrow County Board of Commissioners**  
144

145 Date: \_\_\_\_\_  
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148 \_\_\_\_\_  
149 Jim Doherty, Chair  
150

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152 \_\_\_\_\_  
153 Melissa Lindsay, Commissioner  
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157 Don Russell, Commissioner  
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160 **CONTRACTOR**  
161 **Kittelson & Associates**  
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163 Date: 3/4/2022  
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166 \_\_\_\_\_

167 Signature  
168  
169 Matt Hughart                      Principal Planner  
170 \_\_\_\_\_

171 Printed Name and Title  
172

173 851 SW 6th Ave., Suite 600  
174 \_\_\_\_\_

175 Address  
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177 Portland, OR 97204  
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179 City, State and Zip  
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Attachment A

**Project Scope of Work**

MCPT seeks proposals from qualified consultants to prepare an update to the current *Morrow County Coordinated Human Services Transportation Plan*, pursuant to federal and state requirements and regional needs. The objectives of the plan update are:

- Create a five-year strategic plan to meet human service transportation needs.
- Identify human service transportation needs and service gaps in the context of an expanded regional network.
- Identify transportation options and coordination strategies that will meet rural human service transportation needs.
- Develop strategies and recommendations that are coordinated with, and complementary to, the Port of Morrow-Boardman Circular Hermiston-Boardman Plan.
- Meet the federal requirements to access Federal Transit Administration (FTA) funding programs.

**Task 1: Project Initiation and Management**

A kick-off meeting with Morrow County staff and selected consultant will be held at the commencement of the project to establish and agree upon communication protocols, roles and responsibilities, expectations, and to review background information on the region. MCPT will explain the expected deliverables, progress reports, and invoicing procedures. In addition, MCPT staff will review coordinated transportation developments to-date, including the Morrow County Transportation System Plan.

Deliverables:

- Kick-off meeting
- Project management plan, including the roles of the project manager and project team members
- Schedule of project meetings
- Progress reports that summarize task progress and deliverables in accompaniment of monthly invoices.

**Task 2: Existing Conditions**

The consultant will be responsible for reviewing, identifying and collecting information/data needed for analysis and completion of the plan. This includes:

- Reviewing relevant documents (*Morrow County Coordinated Human Services Plan, Port of Morrow-Boardman Circular – Hermiston-Boardman Connector Plan and the Morrow County Transportation System Plan*<sup>1</sup> (TSP))

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[https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/tsp\\_complete\\_document.pdf](https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/tsp_complete_document.pdf)

- 225 • Developing and distributing an inventory survey – which will include, at a minimum:
- 226 public, private, and not profit transportation services agencies in Morrow County and the
- 227 surrounding area about rider characteristics and needs, operating statistics, vehicle
- 228 inventory, client type, trip costs, ways to enhance coordination and collaboration, and
- 229 other service provision details;
- 230 • Summarizing the survey results; and
- 231 • Working with MCPT and using available GIS data to analyze transportation
- 232 disadvantaged populations and demographic profiles

233

234 Deliverables:

- 235 • Synopsis for MCPT regarding review of relevant documents
- 236 • Draft survey template for approval by MCPT staff prior to beginning surveys
- 237 • Survey responses from updated inventory of service providers provided by MCPT staff
- 238 • Summary of collected survey and demographic data

239

240 **Task 3: Evaluation of Former Plan Recommendations**

241 The consultant will work with staff to evaluate and report on the progress on the current *Morrow*  
 242 *County Coordinated Human Services Transportation Plan* recommendations.

243

244 **Talks 4: Public Outreach**

245 The consultant, along with MCTP staff, will conduct interviews (either in-person or by telephone  
 246 dependent upon provider size) with various stakeholders including the Special Transportation  
 247 Fund (STF)/Statewide Transportation Improvement Fund (STIF) Advisory Committees. The  
 248 interviews will elicit feedback about service issues, shortfalls, and needs, as well as recognize  
 249 what service providers believe is working particularly well within Morrow County and region.  
 250 The consultant will subsequently conduct a project development workshop to facilitate the  
 251 opportunity for all interested service providers to meet each other, review results, and exchange  
 252 further comments and ideas. MCPT staff will provide a suggested stakeholders list to the  
 253 consultant.

254

255 Deliverables:

- 256 • Draft interview questions template for approval by MCPT staff prior to beginning
- 257 interviews
- 258 • Draft presentation for approval by MCPT staff prior to workshop
- 259 • Interview responses
- 260 • Summary of interviews
- 261 • Project development workshop schedule, presentation, and summary of attendee
- 262 participation and responses

263

264 **Task 5: Identify Transportation Needs and Strategies and Prepare Implementation Plan**

265 The consultant will:

- 266 • Prepare an assessment of transportation needs, including identifying groups currently
- 267 underserved which could be increased by coordination;
- 268 • Develop strategies and program goals and objectives to address services, dispatching,

- 269 procurement, facilities, maintenance, training, and administration coordination to avoid
- 270 duplication and enhance cost savings opportunities;
- 271 • Develop a projects list based on the program goals and objectives; and
- 272 • Develop an implementation plan which will:
  - 273 ○ Include prioritized projects/strategies using a low, medium and high
  - 274 classification;
  - 275 ○ Develop estimated budgets and recommended funding sources for highest priority
  - 276 projects; and
- 277 • Provide performance measures and monitoring methodology for MCPT staff.

278  
279 Deliverables:

- 280 • Summary of transportation needs
- 281 • Strategies, and program goals and objectives for services, dispatching, procurement,
- 282 facilities, maintenance, training, and administration
- 283 • Prioritized projects list
- 284 • Implementation plan, including the above factors

285  
286 **Task 6: Updated Coordinated Human Services Transportation Plan**

287 The consultant will prepare and deliver an update to the current *Morrow County Coordinated*  
288 *Human Services Plan*, pursuant to federal and state requirements, considering, at a minimum,  
289 tasks 2 through 5, as well as the update objectives.

290  
291 Deliverables:

- 292 • Administrative draft plan for approval by MCPT staff prior to releasing public draft plan
- 293 • Draft plan for review by public and stakeholders, including a Morrow County STF/STIF
- 294 Advisory Committees workshop to present plan
- 295 • Final plan

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297  
298 **Task 7: Final Presentation**

299 The consultant will present the final report and recommendations to the Morrow County  
300 STF/STIF Advisory Committees and the Morrow County Board of Commissioners.

301  
302  
303 Deliverables:

- 304 • Draft presentation for approval by MCPT staff two weeks prior to the STF/STIF
- 305 Advisory Committees and Morrow County Board of Commissioners meetings
- 306 • Final presentation materials

307  
308 **Task 8: Final Deliverables**

309 The consultant shall provide the following number of hard copy documents and electronic copies  
310 of all deliverables in compatible formats, for editing and for posting on the Morrow County  
311 website.



313 Deliverables:

- 314 • Fifteen (15) bound copies of the *Morrow County Coordinated Human Services*
- 315 *Transportation Plan*
- 316 • Electronic formats of all project deliverables, in compatible formats, including data and
- 317 support files. Paper copy of any PowerPoint presentations
- 318 • One unbound hard copy suitable for reproduction

319

320 **Timeline**

- 321 • Project will commence immediately upon contract execution, expected March 9, 2022 or
- 322 shortly thereafter.
- 323 • A draft plan update shall be complete no later than July 5, 2022 and be presented by the
- 324 consultant to the STF/STIF Advisory Committees on July 19, 2022.
- 325 • The final plan will be made available to MCPT staff by August 16, 2022.
- 326 • The consultant will present the final plan to the Morrow County Board of Commissioners
- 327 on August 24, 2022 for final approval.
- 328 • Contract termination will be September 30, 2022 to allow for final copy production of the
- 329 plan.

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360 Attachment B  
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362 **U.S. Government Required Clauses**

363  
364 **Fly America Requirements** – Applicability – all contracts involving transportation of persons  
365 or  
366 property, by air between the U.S. and/or places outside the U.S. These requirements do not apply  
367 to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).  
368 Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with  
369 General  
370 Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of  
371 Federal funds and their contractors are required to use US Flag air carriers for US Government-  
372 financed  
373 international air travel and transportation of their personal effects or property, to the  
374 extent such service is available, unless travel by foreign air carrier is a matter of necessity, as  
375 defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an  
376 appropriate certification or memorandum adequately explaining why service by a US flag air  
377 carrier was not available or why it was necessary to use a foreign air carrier and shall, in any  
378 event provide a certificate of compliance with the Fly America requirements. Contractor shall  
379 include the requirements of this section in all subcontracts that may involve international air  
380 transportation.

381  
382 **Buy America Requirements** – Applicability – Construction Contracts and Acquisition of Goods  
383 or Rolling Stock (valued at more than \$150,000)  
384 Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may  
385 not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are  
386 produced in the United States, unless a waiver has been granted by FTA or the product is subject  
387 to a general waiver. General waivers are listed in 49 CFR 661.7, and include software,  
388 microcomputer equipment and small purchases (currently less than \$150,000) made with capital,  
389 operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C)  
390 and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60%  
391 domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and  
392 FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror  
393 shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded  
394 contracts, except those subject to a general waiver. Proposals not accompanied by a completed  
395 Buy America certification shall be rejected as nonresponsive. This requirement does not apply to  
396 lower tier subcontractors.

397  
398 **Charter Bus Requirements** – Applicability – Operational Service Contracts. These  
399 requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts  
400 over \$2,000).  
401 Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that  
402 recipients and subrecipients of FTA assistance may provide charter service for transportation  
403 projects that uses equipment or facilities acquired with Federal assistance authorized under the

404 Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only  
405 in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the  
406 terms and conditions of which are incorporated herein by reference.

407  
408 **School Bus Requirements** – School Bus Requirements – Applicability – Operational Service  
409 Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for  
410 construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21,  
411 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall  
412 not engage in school bus operations exclusively for transportation of students and school  
413 personnel in competition with private school bus operators unless qualified under specified  
414 exemptions. When operating exclusive school bus service under an allowable exemption,  
415 recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities.  
416 Violations. If a Recipient or any Third-Party Participant that has operated school bus service in  
417 violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or  
418 Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar  
419 the Recipient or Third-Party Participant from receiving Federal transit funds.

420  
421 **Cargo Preference** - Use of US-Flag Vessels – Applicability – Contracts involving equipment,  
422 materials or commodities which may be transported by ocean vessels. These requirements do  
423 not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).  
424 Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the  
425 gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved,  
426 whenever shipping any equipment, material, or commodities pursuant to the underlying contract  
427 to the extent such vessels are available at fair and reasonable rates for US flag commercial  
428 vessels; b. furnish within 20 working days following the loading date of shipments originating  
429 within the US or within 30 working days following the loading date of shipments originating  
430 outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for  
431 each shipment of cargo described herein to the Division of National Cargo, Office of Market  
432 Development, Maritime Administration, Washington, DC 20590 and to the recipient (through  
433 contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all  
434 subcontracts issued pursuant to this contract when the subcontract involves the transport of  
435 equipment, material, or commodities by ocean vessel.

436  
437 **Seismic Safety** – Applicability – Construction of new buildings or additions to existing  
438 buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for  
439 construction contracts over \$2,000). Contractor agrees that any new building or addition to an  
440 existing building shall be designed and constructed in accordance with the standards required in  
441 USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent  
442 required by the regulation. Contractor shall also ensure that all work performed under this  
443 contract, including work performed by subcontractors, complies with the standards required by  
444 49 CFR 41 and the certification of compliance issued on the project.

445 **Energy Conservation** – Applicability – All Contracts except micro-purchases (\$10,000 or less,  
446 except for construction contracts over \$2,000) Contractor shall comply with mandatory standards  
447 and policies relating to energy efficiency, stated in the state energy conservation plan issued in  
448 compliance with the Energy Policy & Conservation Act.

449

450 **Clean Water** – Applicability – All Contracts and Subcontracts over \$250,000. Contractor shall  
451 comply with all applicable standards, orders or regulations issued pursuant to the Federal Water  
452 Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to  
453 the recipient and understands and agrees that the recipient shall, in turn, report each violation as  
454 required to FTA and the appropriate EPA Regional Office. Contractor shall include these  
455 requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA  
456 assistance.

457  
458 **Bus Testing** – Applicability – Rolling Stock/Turnkey  
459 Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing  
460 regulation 49 CFR 665 and shall perform the following:

461 1) A manufacturer of a new bus model or a bus produced with a major change in components or  
462 configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's  
463 final acceptance of the first vehicle.

464 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator  
465 of the testing facility that the report is available to the public.

466 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold  
467 should have the identical configuration and major components as the vehicle in the test report,  
468 which must be provided to the recipient prior to the recipient's final acceptance of the first  
469 vehicle. If configuration or components are not identical, the manufacturer shall provide a  
470 description of the change and the manufacturer's basis for concluding that it is not a major  
471 change requiring additional testing.

472 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass  
473 transit service in the US before Oct. 1, 1988, and is currently being produced without a major  
474 change in configuration or components), the manufacturer shall provide the name and address of  
475 the recipient of such a vehicle and the details of that vehicle's configuration and major  
476 components.

477  
478 **Pre-Award & Post-Delivery Audit Requirements** - Applicability – Rolling Stock/Turnkey  
479 Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663  
480 and submit the following certifications:

481 1) Buy America Requirements: Contractor shall complete and submit a declaration  
482 certifying either compliance or noncompliance with Buy America. If contractor certifies  
483 compliance with Buy America, it shall submit documentation listing:

484 A. Component and subcomponent parts of the rolling stock to be purchased  
485 identified by manufacturer of the parts, their country of origin and costs; and

486 B. The location of the final assembly point for the rolling stock, including a  
487 description of the activities that will take place at the final assembly point and the  
488 cost of final assembly.

489 C. Solicitation Specification Requirements: Contractor shall submit evidence that it  
490 will be capable of meeting the bid specifications.

491 D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1)  
492 manufacturer's FMVSS self-certification sticker information that the vehicle  
493 complies with relevant FMVSS or 2) manufacturer's certified statement that the  
494 buses will not be subject to FMVSS regulations.

495

496 **Lobbying** – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling  
497 Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over  
498 \$250,000  
499 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act  
500 of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid  
501 for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New  
502 Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used  
503 Federal appropriated funds to pay any person or organization for influencing or attempting to  
504 influence an officer or employee of any agency, a member of Congress, officer or employee of  
505 Congress, or an employee of a member of Congress in connection with obtaining any Federal  
506 contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the  
507 name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying  
508 contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award  
509 covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.  
510

511 **Access to Records and Reports**– Applicability – As shown below. These requirements do not  
512 apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

513 The following access to records requirements apply to this Contract:

- 514 1. Where the purchaser is not a State but a local government and is an FTA recipient or a  
515 subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the  
516 purchaser, the FTA, the US Comptroller General or their authorized representatives access to any  
517 books, documents, papers and contractor records which are pertinent to this contract for the  
518 purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also,  
519 pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO  
520 contractor, access to contractor's records and construction sites pertaining to a capital project,  
521 defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described  
522 at 49 USC 5307, 5309 or 5311.
- 523 2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in  
524 accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA  
525 representatives, including any PMO Contractor, access to contractor's records and construction  
526 sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance  
527 through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project  
528 excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
- 529 3. Where the purchaser enters into a negotiated contract for other than a small purchase or under  
530 the simplified acquisition threshold and is an institution of higher education, a hospital or other  
531 non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance  
532 with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General  
533 or their authorized representatives, access to any books, documents, papers and record of the  
534 contractor which are directly pertinent to this contract for the purposes of making audits,  
535 examinations, excerpts and transcriptions.
- 536 4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance  
537 with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49  
538 USC 5302(a)1) through other than competitive bidding, contractor shall make available records  
539 related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General  
540 or any authorized officer or employee of any of them for the purposes of conducting an audit and  
541 inspection.

542 5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or  
543 to copy excerpts and transcriptions as reasonably needed.

544 6. Contractor shall maintain all books, records, accounts and reports required under this contract  
545 for a period of not less than three (3) years after the date of termination or expiration of this  
546 contract, except in the event of litigation or settlement of claims arising from the performance of  
547 this contract, in which case contractor agrees to maintain same until the recipient, FTA  
548 Administrator, US Comptroller General, or any of their authorized representatives, have disposed  
549 of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).  
550 FTA does not require the inclusion of these requirements in subcontracts.

551  
552 **Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less,**  
553 **except for construction contracts over \$2,000)**  
554 Contractor shall comply with all applicable FTA regulations, policies, procedures and directives,  
555 including without limitation those listed directly or by reference in the Master Agreement  
556 between the recipient and FTA, as they may be amended or promulgated from time to time  
557 during the term of the contract. Contractor's failure to comply shall constitute a material breach  
558 of the contract.

559  
560 **Bonding Requirements – Applicability – For those construction or facility improvement**  
561 **contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and**  
562 **requirements of the recipient, provided that they meet the minimum requirements for**  
563 **construction contracts as follows:**  
564 a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid  
565 guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other  
566 negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of  
567 this bid, execute such contractual documents as may be required within the time specified.  
568 b. A performance bond on the part to the Contractor for 100 percent of the contract price. A  
569 "performance bond" is one executed in connection with a contract to secure fulfillment of all the  
570 contractor's obligations under such contract.  
571 c. A payment bond on the part of the contractor for 100 percent of the contract price. A  
572 "payment bond" is one executed in connection with a contract to assure payment, as required by  
573 law, of all persons supplying labor and material in the execution of the work provided for in the  
574 contract. Payment bond amounts required from Contractors are as follows:  
575 (1) 50% of the contract price if the contract price is not more than \$1 million;  
576 (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5  
577 million; or  
578 (3) \$2.5 million if the contract price is more than \$5 million.  
579 d. A cash deposit, certified check or another negotiable instrument may be accepted by a grantee  
580 in  
581 lieu of performance and payment bonds, provided the grantee has established a procedure to  
582 assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also  
583 satisfy the requirement for a bond.  
584 **Bid Bond Requirements (Construction)**  
585 (a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to  
586 (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a  
587 Certificate of Authority as described thereunder.

588 (b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right  
589 is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the  
590 Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids,  
591 without the written consent of (Recipient).

592 It is also understood and agreed that if the undersigned bidder should withdraw any part or all of  
593 his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient),  
594 shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to  
595 furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as  
596 provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided  
597 above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such  
598 withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security  
599 therefor.

600 It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified  
601 Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income  
602 generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security"  
603 of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the  
604 damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and  
605 pay over to (Recipient) the difference between the bid security and (Recipient's) total damages,  
606 so as to make (Recipient) whole.

607 The undersigned understands that any material alteration of any of the above or any of the  
608 material contained on this form, other than that requested, will render the bid unresponsive.

#### 609 Performance and Payment Bonding Requirements (Construction)

610 The Contractor shall be required to obtain performance and payment bonds as follows:

##### 611 (a) Performance bonds

612 1. The penal amount of performance bonds shall be 100 percent of the original contract price,  
613 unless the (Recipient) determines that a lesser amount would be adequate for the protection of  
614 the (Recipient).

615 2. The (Recipient) may require additional performance bond protection when a contract price is  
616 increased. The increase in protection shall generally equal 100 percent of the increase in contract  
617 price. The (Recipient) may secure additional protection by directing the Contractor to increase  
618 the penal amount of the existing bond or to obtain an additional bond.

##### 619 (b) Payment bonds

620 1. The penal amount of the payment bonds shall equal:

621 (i) Fifty percent of the contract price if the contract price is not more than \$1 million.

622 (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more  
623 than \$5 million; or

624 (iii) Two and one half million if the contract price is more than \$5 million.

625 2. If the original contract price is \$5 million or less, the (Recipient) may require additional  
626 protection as required by subparagraph 1 if the contract price is increased.

#### 627 Performance and Payment Bonding Requirements (Non-Construction)

628 The Contractor may be required to obtain performance and payment bonds when necessary to  
629 protect the (Recipient's) interest.

630 (a) The following situations may warrant a performance bond:

631 1. (Recipient) property or funds are to be provided to the contractor for use in performing the  
632 contract or as partial compensation (as in retention of salvaged material).

633 2. A contractor sells assets to or merges with another concern, and the (Recipient), after

634 recognizing the latter concern as the successor in interest, desires assurance that it is financially  
635 capable.

636 3. Substantial progress payments are made before delivery of end items starts.

637 4. Contracts are for dismantling, demolition, or removal of improvements.

638 (b) When it is determined that a performance bond is required, the Contractor shall be required to  
639 obtain performance bonds as follows:

640 1. The penal amount of performance bonds shall be 100 percent of the original contract price,  
641 unless the (Recipient) determines that a lesser amount would be adequate for the protection of  
642 the (Recipient).

643 2. The (Recipient) may require additional performance bond protection when a contract price is  
644 increased. The increase in protection shall generally equal 100 percent of the increase in contract  
645 price.

646 The (Recipient) may secure additional protection by directing the Contractor to increase the  
647 penal amount of the existing bond or to obtain an additional bond.

648 (c) A payment bond is required only when a performance bond is required, and if the use of  
649 payment bond is in the (Recipient's) interest.

650 (d) When it is determined that a payment bond is required, the Contractor shall be required to  
651 obtain payment bonds as follows:

652 1. The penal amount of payment bonds shall equal:

653 (i) Fifty percent of the contract price if the contract price is not more than \$1 million;

654 (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more  
655 than \$5 million; or

656 (iii) Two and one half million if the contract price is increased.

657 Advance Payment Bonding Requirements

658 The Contractor may be required to obtain an advance payment bond if the contract contains an  
659 advance payment provision and a performance bond is not furnished. The (recipient) shall  
660 determine the amount of the advance payment bond necessary to protect the (Recipient).

661 Patent Infringement Bonding Requirements (Patent Indemnity)

662 The Contractor may be required to obtain a patent indemnity bond if a performance bond is not  
663 furnished and the financial responsibility of the Contractor is unknown or doubtful. The  
664 (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

665 Warranty of the Work and Maintenance Bonds

666 1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and  
667 equipment furnished under this Contract will be of highest quality and new unless otherwise  
668 specified by (Recipient), free from faults and defects and in conformance with the Contract  
669 Documents. All work not so conforming to these standards shall be considered defective. If  
670 required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the  
671 kind and quality of materials and equipment.

672 2. The Work furnished must be of first quality and the workmanship must be the best obtainable  
673 in the various trades. The Work must be of safe, substantial and durable construction in all  
674 respects. The Contractor hereby guarantees the Work against defective materials or faulty  
675 workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall  
676 replace or repair any defective materials or equipment or faulty workmanship during the period  
677 of the guarantee at no cost to (Recipient). As additional security for these guarantees, the  
678 Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish  
679 separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the



680 same corporate surety that provides the Performance Bond and Labor and Material Payment  
681 Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair  
682 defective materials and faulty workmanship for a minimum period of one (1) year after Final  
683 Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the  
684 CONTRACT SUM, as adjusted (if at all).

685

686 **Clean Air – Applicability –** All contracts over \$250,000. 1) Contractor shall comply with all  
687 applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq.  
688 Contractor shall report each violation to the recipient and understands and agrees that the  
689 recipient will, in turn, report each violation as required to FTA and the appropriate EPA  
690 Regional  
691 Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000  
692 financed in whole or in part with FTA assistance.

693

694 **Recycled Products – Applicability –** All contracts for items designated by the EPA, when the  
695 purchaser or contractor procures \$10,000 or more of one of these items during the current or  
696 previous fiscal year using Federal funds. The contractor agrees to comply with all the  
697 requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as  
698 amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part  
699 247, and Executive Order 12873, as they apply to the procurement of the items designated in  
700 Subpart B of 40 CFR Part 247.

701

702 **Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -**Construction contracts and  
703 subcontracts, including actual construction, alteration and/or repair, including decorating and  
704 painting, over \$2,000

705 (1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the  
706 work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the  
707 construction or development of the project), will be paid unconditionally and not less often than  
708 once a week, and without subsequent deduction or rebate on any account (except such payroll  
709 deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland  
710 Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents  
711 thereof) due at time of payment computed at rates not less than those contained in the wage  
712 determination of the Secretary of Labor, which is attached hereto and made a part hereof,  
713 regardless of any contractual relationship which may be alleged to exist between the contractor  
714 and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona  
715 fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or  
716 mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of  
717 paragraph (1)(iv) of this section; also, regular contributions made, or costs incurred for more than  
718 a weekly period (but not less often than quarterly) under plans, funds, or programs which cover  
719 the particular weekly period, are deemed to be constructively made or incurred during such  
720 weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe  
721 benefits on the wage determination for the classification of work actually performed, without  
722 regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing  
723 work in more than one classification may be compensated at the rate specified for each  
724 classification for the time actually worked therein: Provided, That the employer's payroll records  
725 accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall

772 approve an additional classification and wage rate and fringe benefits therefor only when the  
773 following criteria have been met: (1) The work to be performed by the classification requested is  
774 not performed by a classification in the wage determination; and (2) The classification is utilized  
775 in the area by the construction industry; and (3) The proposed wage rate, including any bona  
776 fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage  
777 determination.

778 (B) If the contractor and the laborers and mechanics to be employed in the classification (if  
779 known), or their representatives, and the contracting officer agree on the classification and wage  
780 rate (including the amount designated for fringe benefits where appropriate), a report of the  
781 action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour  
782 Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or  
783 an authorized representative, will approve, modify, or disapprove every additional classification  
784 action within 30 days of receipt and so advise the contracting officer or will notify the  
785 contracting officer within the 30-day period that additional time is necessary.(C) In the event the  
786 contractor, the laborers or mechanics to be employed in the classification or their representatives,  
787 and the contracting officer do not agree on the proposed classification and wage rate (including  
788 the amount designated for fringe benefits, where appropriate), the contracting officer shall refer  
789 the questions, including the views of all interested parties and the recommendation of the  
790 contracting officer, to the Administrator for determination. The Administrator, or an authorized  
791 representative, will issue a determination with 30 days of receipt and so advise the contracting  
792 officer or will notify the contracting officer within the 30-day period that additional time is  
793 necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant  
794 to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in  
795 the classification under this contract from the first day on which work is performed in the  
796 classification.

797 (2) Withholding - The recipient shall upon its own action or upon written request of an  
798 authorized representative of the Department of Labor withhold or cause to be withheld from the  
799 contractor under this contract or any other Federal contract with the same prime contractor, or  
800 any other federally assisted contract subject to Davis-Bacon prevailing wage requirements,  
801 which is held by the same prime contractor, so much of the accrued payments or advances as  
802 may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and  
803 helpers, employed by the contractor or any subcontractor the full amount of wages required by  
804 the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,  
805 trainee, or helper, employed or working on the site of the work (or under the United States  
806 Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the  
807 project), all or part of the wages required by the contract, the grantee may, after written notice to  
808 the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the  
809 suspension of any further payment, advance, or guarantee of funds until such violations have  
810 ceased.

811 (3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained  
812 by the contractor during the course of the work and preserved for a period of three years  
813 thereafter for all laborers and mechanics working at the site of the work (or under the United  
814 States Housing Act of 1937, or under the Housing Act of 1949, in the construction or  
815 development of the project). Such records shall contain the name, address, and social security  
816 number of each such worker, his or her correct classification, hourly rates of wages paid  
817 (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

818 equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily  
819 and weekly number of hours worked, deductions made, and actual wages paid. Whenever the  
820 Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or  
821 mechanic include the amount of any costs reasonably anticipated in providing benefits under a  
822 plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall  
823 maintain records which show that the commitment to provide such benefits is enforceable, that  
824 the plan or program is financially responsible, and that the plan or program has been  
825 communicated in writing to the laborers or mechanics affected, and records which show the costs  
826 anticipated or the actual cost incurred in providing such benefits. Contractors employing  
827 apprentices or trainees under approved programs shall maintain written evidence of the  
828 registration of apprenticeship programs and certification of trainee programs, the registration of  
829 the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

830 (ii)(A) The contractor shall submit weekly for each week in which any contract work is  
831 performed a copy of all payrolls to the recipient for transmission to the Federal Transit  
832 Administration. The payrolls submitted shall set out accurately and completely all of the  
833 information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5.  
834 This information may be submitted in any form desired. Optional Form WH-347 is available for  
835 this purpose and may be purchased from the Superintendent of Documents (Federal Stock  
836 Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The  
837 prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B)  
838 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the  
839 contractor or subcontractor or his or her agent who pays or supervises the payment of the persons  
840 employed under the contract and shall certify the following: (1) That the payroll for the payroll  
841 period contains the information required to be maintained under section 5.5(a)(3)(i) of  
842 Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each  
843 laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract  
844 during the payroll period has been paid the full weekly wages earned, without rebate, either  
845 directly or indirectly, and that no deductions have been made either directly or indirectly from  
846 the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part  
847 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and  
848 fringe benefits or cash equivalents for the classification of work performed, as specified in the  
849 applicable wage determination incorporated into the contract. (C) The weekly submission of a  
850 properly executed certification set forth on the reverse side of Optional Form WH-347 shall  
851 satisfy the requirement for submission of the "Statement of Compliance" required by paragraph  
852 (a)(3)(ii)(B) of this section.

853 (D) The falsification of any of the above certifications may subject the contractor or  
854 subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of  
855 title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records  
856 required under paragraph (a)(3)(i) of this section available for inspection, copying, or  
857 transcription by authorized representatives of the Federal Transit Administration or the  
858 Department of Labor, and shall permit such representatives to interview employees during  
859 working hours on the job. If the contractor or subcontractor fails to submit the required records  
860 or to make them available, the Federal agency may, after written notice to the contractor,  
861 sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of  
862 any  
863 further payment, advance, or guarantee of funds. Furthermore, failure to submit the required

864 records upon request or to make such records available may be grounds for debarment action  
865 pursuant to 29 CFR 5.12.

866 (4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than  
867 the predetermined rate for the work they performed when they are employed pursuant to and  
868 individually registered in a bona fide apprenticeship program registered with the U.S.  
869 Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and  
870 Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is  
871 employed in his or her first 90 days of probationary employment as an apprentice in such an  
872 apprenticeship program, who is not individually registered in the program, but who has been  
873 certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where  
874 appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of  
875 apprentices to journeymen on the job site in any craft classification shall not be greater than the  
876 ratio permitted to the contractor as to the entire work force under the registered program. Any  
877 worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise  
878 employed as stated above, shall be paid not less than the applicable wage rate on the wage  
879 determination for the classification of work actually performed. In addition, any apprentice  
880 performing work on the job site in excess of the ratio permitted under the registered program  
881 shall be paid not less than the applicable wage rate on the wage determination for the work  
882 actually performed. Where a contractor is performing construction on a project in a locality  
883 other than that, in which its program is registered, the ratios and wage rates (expressed in  
884 percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's  
885 registered program shall be observed. Every apprentice must be paid at not less than the rate  
886 specified in the registered program for the apprentice's level of progress, expressed as a  
887 percentage of the journeymen hourly rate specified in the applicable wage determination.  
888 Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship  
889 program. If the apprenticeship program does not specify fringe benefits, apprentices must be  
890 paid the full amount of fringe benefits listed on the wage determination for the applicable  
891 classification. If the Administrator of the Wage and Hour Division of the U.S. Department of  
892 Labor determines that a different practice prevails for the applicable apprentice classification,  
893 fringes shall be paid in accordance with that determination. In the event the Bureau of  
894 Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,  
895 withdraws approval of an apprenticeship program, the contractor will no longer be permitted to  
896 utilize apprentices at less than the applicable predetermined rate for the work performed until an  
897 acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will  
898 not be permitted to work at less than the predetermined rate for the work performed unless they  
899 are employed pursuant to and individually registered in a program which has received prior  
900 approval, evidenced by formal certification by the U.S. Department of Labor, Employment and  
901 Training Administration. The ratio of trainees to journeymen on the job site shall not be greater  
902 than permitted under the plan approved by the Employment and Training Administration. Every  
903 trainee must be paid at not less than the rate specified in the approved program for the trainee's  
904 level of progress, expressed as a percentage of the journeyman hourly rate specified in the  
905 applicable wage determination. Trainees shall be paid fringe benefits in accordance with the  
906 provisions of the trainee program. If the trainee program does not mention fringe benefits,  
907 trainees shall be paid the full amount of fringe benefits listed on the wage determination unless  
908 the Administrator of the Wage and Hour Division determines that there is an apprenticeship  
909 program associated with the corresponding journeyman wage rate on the wage determination

910 which provides for less than full fringe benefits for apprentices. Any employee listed on the  
911 payroll at a trainee rate who is not registered and participating in a training plan approved by the  
912 Employment and Training Administration shall be paid not less than the applicable wage rate on  
913 the wage determination for the classification of work actually performed. In addition, any  
914 trainee performing work on the job site in excess of the ratio permitted under the registered  
915 program shall be paid not less than the applicable wage rate on the wage determination for the  
916 work actually performed. In the event the Employment and Training Administration withdraws  
917 approval of a training program, the contractor will no longer be permitted to utilize trainees at  
918 less than the applicable predetermined rate for the work performed until an acceptable program is  
919 approved.

920 (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen  
921 under this part shall be in conformity with the equal employment opportunity requirements of  
922 Executive Order 11246, as amended, and 29 CFR part 30.

923 (5) Compliance with Copeland Act requirements - The contractor shall comply with the  
924 requirements of 29 CFR part 3, which are incorporated by reference in this contract.

925 (6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses  
926 contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit  
927 Administration may by appropriate instructions require, and also a clause requiring the  
928 subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall  
929 be responsible for the compliance by any subcontractor or lower tier subcontractor with all the  
930 contract clauses in 29 CFR 5.5.

931 (7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be  
932 grounds for termination of the contract, and for debarment as a contractor and a subcontractor as  
933 provided in 29 CFR 5.12.

934 (8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations  
935 of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein  
936 incorporated by reference in this contract.

937 (9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions  
938 of this contract shall not be subject to the general disputes clause of this contract. Such disputes  
939 shall be resolved in accordance with the procedures of the Department of Labor set forth in 29  
940 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the  
941 contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of  
942 Labor, or the employees or their representatives.

943 (10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither  
944 it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or  
945 firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon  
946 Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or  
947 firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon  
948 Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC  
949 1001.

950

951 **Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000**

952 (1) Overtime requirements - No contractor or subcontractor contracting for any part of the  
953 contract work which may require or involve the employment of laborers or mechanics shall  
954 require or permit any such laborer or mechanic in any workweek in which he or she is employed  
955 on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic

956 receives compensation at a rate not less than one and one-half times the basic rate of pay for all  
957 hours worked in excess of 40 hours in such workweek.

958 (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the  
959 clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore  
960 shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable  
961 for liquidated damages. Such liquidated damages shall be computed with respect to each  
962 individual laborer or mechanic, including watchmen and guards, employed in violation of the  
963 clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such  
964 individual was required or permitted to work in excess of the standard workweek of 40 hours  
965 without payment of the overtime wages required by the clause set forth in para. (1) of this  
966 section.

967 (3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own  
968 action or upon written request of USDOL withhold or cause to be withheld, from any moneys  
969 payable on account of work performed by contractor or subcontractor under any such contract or  
970 any other Federal contract with the same prime contractor, or any other federally assisted  
971 contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same  
972 prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of  
973 such contractor or subcontractor for unpaid wages and liquidated damages as provided in the  
974 clause set forth in para. (2) of this section.

975 (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set  
976 forth in this section and also a clause requiring the subcontractors to include these clauses in any  
977 lower tier subcontracts. Prime contractor shall be responsible for compliance by any  
978 subcontractor or lower tier subcontractor with the clauses set forth in this section.

979  
980 **No Government Obligation to Third Parties - Applicability – All contracts except micro**  
981 **purchases**

982 (\$10,000 or less, except for construction contracts over \$2,000)

983 (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence  
984 by the US Government in or approval of the solicitation or award of the underlying contract,  
985 absent the express written consent by the US Government, the US Government is not a party to  
986 this contract and shall not be subject to any obligations or liabilities to the recipient, the  
987 contractor, or any other party (whether or not a party to that contract) pertaining to any matter  
988 resulting from the underlying contract.

989 (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part  
990 with FTA assistance. It is further agreed that the clause shall not be modified, except to identify  
991 the subcontractor who will be subject to its provisions.

992  
993 **Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All**  
994 **contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)**

995 (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of  
996 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil  
997 Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the  
998 underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement  
999 it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or  
1000 FTA assisted project for which this contract work is being performed. In addition to other  
1001 penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be

1002 made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US  
1003 Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act  
1004 (1986) on contractor to the extent the US Government deems appropriate.

1005 (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,  
1006 submittal, or certification to the US Government under a contract connected with a project that is  
1007 financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the  
1008 Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1)  
1009 on contractor, to the extent the US Government deems appropriate.

1010 (3) Contractor shall include the above two clauses in each subcontract financed in whole or in  
1011 part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor  
1012 who will be subject to the provisions.

1013

1014 **Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit**  
1015 **organizations and institutions of higher learning, where the threshold is \$250,000**

1016 a. Termination for Convenience (General Provision) the recipient may terminate this contract, in  
1017 whole or in part, at any time by written notice to contractor when it is in the recipient's best  
1018 interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work  
1019 performed up to the time of termination. Contractor shall promptly submit its termination claim  
1020 to the recipient. If contractor is in possession of any of the recipient's property, contractor shall  
1021 account for same and dispose of it as the recipient directs.

1022 b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver  
1023 items in accordance with the contract delivery schedule, or, if the contract is for services, and  
1024 contractor fails to perform in the manner called for in the contract, or if contractor fails to  
1025 comply with any other provisions of the contract, the recipient may terminate this contract for  
1026 default. Termination shall be affected by serving a notice of termination to contractor setting  
1027 forth the manner in which contractor is in default. Contractor shall only be paid the contract price  
1028 for supplies delivered and accepted, or for services performed in accordance with the manner of  
1029 performance set forth in the contract.

1030 If it is later determined by the recipient that contractor had an excusable reason for not  
1031 performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the  
1032 control of contractor, the recipient, after setting up a new delivery or performance schedule, may  
1033 allow contractor to continue work, or treat the termination as a termination for convenience.

1034 c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of  
1035 a termination for breach or default, allow contractor an appropriately short period of time in  
1036 which to cure the defect. In such case, the notice of termination shall state the time period in  
1037 which cure is permitted and other appropriate conditions.

1038 If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the  
1039 terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or  
1040 written notice from the recipient setting forth the nature of said breach or default, the recipient  
1041 shall have the right to terminate the Contract without any further obligation to contractor. Any  
1042 such termination for default shall not in any way operate to preclude the recipient from also  
1043 pursuing all available remedies against contractor and its sureties for said breach or default.

1044 d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies  
1045 for any breach by contractor of any covenant, term or condition of this Contract, such waiver by  
1046 the recipient shall not limit its remedies for any succeeding breach of that or of any other term,  
1047 covenant, or condition of this Contract.



1048 e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by  
1049 written notice, may terminate this contract, in whole or in part, when it is in the recipient's  
1050 interest. If the contract is terminated, the recipient shall be liable only for payment under the  
1051 payment provisions of this contract for services rendered before the effective date of termination.  
1052 f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to  
1053 perform the services within the time specified in this contract or any extension or if the  
1054 contractor fails to comply with any other provisions of this contract, the recipient may terminate  
1055 this contract for default. The recipient shall terminate by delivering to contractor a notice of  
1056 termination specifying the nature of default. Contractor shall only be paid the contract price for  
1057 supplies delivered and accepted, or services performed in accordance with the manner or  
1058 performance set forth in this contract.  
1059 If, after termination for failure to fulfill contract obligations, it is determined that contractor was  
1060 not in default, the rights and obligations of the parties shall be the same as if termination had  
1061 been issued for the recipient's convenience.  
1062 g. Termination for Default (Transportation Services) If contractor fails to pick up the  
1063 commodities or to perform the services, including delivery services, within the time specified in  
1064 this contract or any extension or if contractor fails to comply with any other provisions of this  
1065 contract, the recipient may terminate this contract for default. The recipient shall terminate by  
1066 delivering to contractor a notice of termination specifying the nature of default. Contractor shall  
1067 only be paid the contract price for services performed in accordance with the manner of  
1068 performance set forth in this contract.  
1069 If this contract is terminated while contractor has possession of the recipient goods, contractor  
1070 shall, as directed by the recipient, protect and preserve the goods until surrendered to the  
1071 recipient or its agent. Contractor and the recipient shall agree on payment for the preservation  
1072 and protection of goods. Failure to agree on an amount shall be resolved under the Dispute  
1073 clause. If, after termination for failure to fulfill contract obligations, it is determined that  
1074 contractor was not in default; the rights and obligations of the parties shall be the same as if  
1075 termination had been issued for the recipient's convenience.  
1076 h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or  
1077 any separable part, with the diligence that will ensure its completion within the time specified, or  
1078 any extension, or fails to complete the work within this time, or if contractor fails to comply with  
1079 any other provisions of this contract, the recipient may terminate this contract for default. the  
1080 recipient shall terminate by delivering to contractor a notice of termination specifying the nature  
1081 of default. In this event, the recipient may take over the work and compete it by contract or  
1082 otherwise, and may take possession of and use any materials, appliances, and plant on the work  
1083 site necessary for completing the work. Contractor and its sureties shall be liable for any damage  
1084 to the recipient resulting from contractor's refusal or failure to complete the work within  
1085 specified time, whether or not contractor's right to proceed with the work is terminated. This  
1086 liability includes any increased costs incurred by the recipient in completing the work.  
1087 Contractor's right to proceed shall not be terminated nor shall contractor be charged with  
1088 damages under this clause if:  
1089 1. Delay in completing the work arises from unforeseeable causes beyond the control and  
1090 without the fault or negligence of contractor. Examples of such causes include acts of God, acts  
1091 of the recipient, acts of another contractor in the performance of a contract with the recipient,  
1092 epidemics, quarantine restrictions, strikes, freight embargoes; and  
1093 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of

1094 the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the  
1095 work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but  
1096 subject to appeal under the Disputes clauses.

1097 If, after termination of contractor's right to proceed, it is determined that contractor was not in  
1098 default, or that the delay was excusable, the rights and obligations of the parties will be the same  
1099 as if termination had been issued for the recipient's convenience.

1100 i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate  
1101 this contract in whole or in part, for the recipient's convenience or because of contractor's failure  
1102 to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of  
1103 termination specifying the nature, extent, and effective date of termination. Upon receipt of the  
1104 notice, contractor shall (1) immediately discontinue all services affected (unless the notice  
1105 directs  
1106 otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates,  
1107 summaries, and other information and materials accumulated in performing this contract,  
1108 whether completed or in process. If termination is for the recipient's convenience, it shall make  
1109 an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed  
1110 services. If termination is for contractor's failure to fulfill contract obligations, the recipient may  
1111 complete the work by contract or otherwise and contractor shall be liable for any additional cost  
1112 incurred by the recipient.

1113 If, after termination for failure to fulfill contract obligations, it is determined that contractor was  
1114 not in default, the rights and obligations of the parties shall be the same as if termination had  
1115 been issued for the recipient's convenience.

1116 j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate  
1117 this  
1118 contract, or any portion of it, by serving a notice or termination on contractor. The notice shall  
1119 state whether termination is for convenience of the recipient or for default of contractor. If  
1120 termination is for default; the notice shall state the manner in which contractor has failed to  
1121 perform the requirements of the contract. Contractor shall account for any property in its  
1122 possession paid for from funds received from the recipient, or property supplied to contractor by  
1123 the recipient. If termination is for default, the recipient may fix the fee, if the contract provides  
1124 for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the  
1125 time of termination. Contractor shall promptly submit its termination claim to the recipient and  
1126 the parties shall negotiate the termination settlement to be paid to contractor. If termination is for  
1127 the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the  
1128 contract provided for payment of a fee, in proportion to the work performed up to the time of  
1129 termination.

1130 If, after serving a notice of termination for default, the recipient determines that contractor has an  
1131 excusable reason for not performing, such as strike, fire, flood, events which are not the fault of  
1132 and are beyond the control of contractor, the recipient, after setting up a new work schedule, may  
1133 allow contractor to continue work, or treat the termination as a termination for convenience.

1134

1135 **Government-wide Debarment and Suspension (Nonprocurement) – Applicability –**  
1136 **Contracts**  
1137 **over \$25,000**

1138 The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part  
1139 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200,

1140 which include the following: (a) It will not enter into any arrangement to participate in the  
1141 development or implementation of the Project with any Third-Party Participant that is debarred  
1142 or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension  
1143 and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide  
1144 Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments  
1145 thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C.  
1146 § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” [https://](https://www.sam.gov)  
1147 [www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include,  
1148 and require each of its Third-Party Participants to include, a similar provision in each lower tier  
1149 covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with  
1150 Federal debarment and suspension requirements, and 2 Reviews the “System for Award  
1151 Management” at <https://www.sam.gov>, if necessary, to comply with U.S. DOT regulations, 2  
1152 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a  
1153 Third Party Participant or individual, the Recipient will provide immediate written notice to the:  
1154 (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the  
1155 Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office,  
1156 or (c) FTA Chief Counsel.

1157  
1158 **Contracts Involving Federal Privacy Act Requirements – Applicability -** When a grantee  
1159 maintains files on drug and alcohol enforcement activities for FTA, and those files are organized  
1160 so that information could be retrieved by personal identifier, the Privacy Act requirements apply  
1161 to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over  
1162 \$2,000)

1163 The following requirements apply to the Contractor and its employees that administer any  
1164 system of records on behalf of the Federal Government under any contract:

1165 (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the  
1166 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §  
1167 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal  
1168 Government before the Contractor or its employees operate a system of records on behalf of the  
1169 Federal Government. The Contractor understands that the requirements of the Privacy Act,  
1170 including the civil and criminal penalties for violation of that Act, apply to those individuals  
1171 involved, and that failure to comply with the terms of the Privacy Act may result in termination  
1172 of the underlying contract.

1173 (2) The Contractor also agrees to include these requirements in each subcontract to administer  
1174 any system of records on behalf of the Federal Government financed in whole or in part with  
1175 Federal assistance provided by FTA.

1176  
1177 **Civil Rights Requirements– Applicability –** All contracts except micro-purchases (\$10,000 or  
1178 less, except for construction contracts over \$2,000)

1179 The following requirements apply to the underlying contract:

1180 The Recipient understands and agrees that it must comply with applicable Federal civil rights  
1181 laws and regulations, and follow applicable Federal guidance, except as the Federal Government  
1182 determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian  
1183 Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA  
1184 requires compliance with that civil rights statute, including compliance with equity in service:  
1185 a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and

1186 assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332  
1187 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits  
1188 discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f)  
1189 Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s  
1190 prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of  
1191 program benefits, or (c) Discrimination, including discrimination in employment or business  
1192 opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most  
1193 recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal  
1194 Transit  
1195 Administration Recipients,” to the extent consistent with applicable Federal laws, regulations,  
1196 and guidance, and  
1197 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit  
1198 Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines  
1199 for Title VI when administering its projects funded under the Tribal Transit Program,  
1200 b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that  
1201 each Third-Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c)  
1202 National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42  
1203 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted  
1204 Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act  
1205 of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated  
1206 in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a)  
1207 The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines  
1208 for  
1209 Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws,  
1210 regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil  
1211 Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be  
1212 issued,  
1213 c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient  
1214 agrees to, and assures that each Third-Party Participant will, prohibit discrimination on the basis  
1215 of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights  
1216 Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive  
1217 Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No.  
1218 11375,  
1219 “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C.  
1220 § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in  
1221 section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations,  
1222 as provided in Federal guidance, including laws and regulations prohibiting discrimination on the  
1223 basis of disability, except as the Federal Government determines otherwise in writing, (2)  
1224 General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and  
1225 employees are treated during employment without discrimination on the basis of their: 1 Race, 2  
1226 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action  
1227 that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4  
1228 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship,  
1229 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe.  
1230 Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition  
1231 of "Employer".

1232 (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the  
1233 foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor  
1234 (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party  
1235 Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs,  
1236 Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive  
1237 Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No.  
1238 11375,  
1239 “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C.  
1240 § 2000e note,  
1241 d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the  
1242 Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate,  
1243 participation by small business concerns owned and controlled by socially and economically  
1244 disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in  
1245 the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section  
1246 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by  
1247 Disadvantaged Business Enterprises in Department of Transportation Financial Assistance  
1248 Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated  
1249 in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program  
1250 Requirements. Recipients receiving planning, capital and/or operating assistance that will award  
1251 prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE  
1252 program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved  
1253 by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a  
1254 Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle  
1255 manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit  
1256 vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part  
1257 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of  
1258 race, color, national origin, or sex in the award and performance of any DOT-assisted contract or  
1259 in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient  
1260 shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination  
1261 in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as  
1262 required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this  
1263 agreement. Implementation of this program is a legal obligation and failure to carry out its terms  
1264 shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure  
1265 to carry out its approved program, the Department may impose sanctions as provided for under  
1266 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18  
1267 U.S.C.  
1268 § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,  
1269 (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged  
1270 Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,  
1271 e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal  
1272 prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education  
1273 Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations,  
1274 “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal  
1275 Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. §  
1276 5332, as stated in section a,  
1277 f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal

1278 prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in  
1279 Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis  
1280 of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age  
1281 Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The  
1282 Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits  
1283 discrimination against individuals on the basis of age in the administration of programs or  
1284 activities receiving Federal funds, (4) U.S. Health and Human Services regulations,  
1285 “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial  
1286 Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and  
1287 (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,  
1288 g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the  
1289 following Federal prohibitions pertaining to discrimination against seniors or individuals with  
1290 disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as  
1291 amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the  
1292 administration of federally funded programs or activities, (b) The Americans with Disabilities  
1293 Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible  
1294 facilities and services be made available to individuals with disabilities, 1 General. Titles I, II,  
1295 and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the  
1296 ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of  
1297 “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.,  
1298 which requires that buildings and public accommodations be accessible to individuals with  
1299 disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability  
1300 as a prohibited basis for discrimination, and (e) Other applicable laws and amendments  
1301 pertaining to access for elderly individuals or individuals with disabilities, (2) Federal  
1302 regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with  
1303 Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the  
1304 Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial  
1305 Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with  
1306 Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and  
1307 Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations,  
1308 “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,”  
1309 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the  
1310 Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ  
1311 regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in  
1312 Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal  
1313 Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S.  
1314 Federal Communications Commission regulations, “Telecommunications Relay Services and  
1315 Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart  
1316 F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility  
1317 Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and  
1318 Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and  
1319 nondiscrimination guidance,  
1320 h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient  
1321 agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse  
1322 Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The  
1323 Comprehensive

1324 Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as  
1325 amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42  
1326 U.S.C. §§ 290dd – 290dd-2,  
1327 i. Access to Services for People with Limited English Proficiency. Except as the Federal  
1328 Government determines otherwise in writing; the Recipient agrees to promote accessibility of  
1329 public transportation services to people whose understanding of English is limited by following:  
1330 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English  
1331 Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT  
1332 Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP)  
1333 Persons,” 70 Fed. Reg. 74087, December 14, 2005,  
1334 j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in  
1335 writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination  
1336 laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.  
1337 k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and  
1338 Federal regulations may be enforced as provided in those Federal laws or Federal regulations.  
1339

1340 **Breaches and Dispute Resolution – Applicability – All contracts over \$250,000**  
1341 Disputes arising in the performance of this contract which are not resolved by agreement of the  
1342 parties shall be decided in writing by the recipient’s authorized representative. This decision  
1343 shall  
1344 be final and conclusive unless within ten days from the date of receipt of its copy, contractor  
1345 mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such  
1346 appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support  
1347 of  
1348 its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor  
1349 shall abide by the decision. FTA has a vested interest in the settlement of any violation of  
1350 Federal  
1351 law including the False Claims Act, 31 U.S.C. § 3729.  
1352 Performance During Dispute - Unless otherwise directed by the recipient, contractor shall  
1353 continue performance under this contract while matters in dispute are being resolved.  
1354 Claims for Damages - Should either party to the contract suffer injury or damage to person or  
1355 property because of any act or omission of the party or of any of his employees, agents or others  
1356 for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such  
1357 other party within ten days after the first observance of such injury or damage.  
1358 Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other  
1359 matters in question between the recipient and contractor arising out of or relating to this  
1360 agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court  
1361 of competent jurisdiction within the residing State.  
1362 Rights and Remedies - Duties and obligations imposed by the contract documents and the rights  
1363 and remedies available thereunder shall be in addition to and not a limitation of any duties,  
1364 obligations, rights and remedies otherwise imposed or available by law. No action or failure to  
1365 act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of  
1366 them under the contract, nor shall any such action or failure to act constitute an approval of or  
1367 acquiescence in any breach thereunder, except as may be specifically agreed in writing.  
1368

1369 **Patent and Rights Data –**

1370 Contracts involving experimental, developmental, or research work (\$10,000 or less, except for  
1371 construction contracts over \$2,000).

1372 Patent Rights

1373 A. General. The Recipient agrees that:

1374 (1) Depending on the nature of the Project, the Federal Government may acquire patent rights  
1375 when the Recipient or Third-Party Participant produces a patented or patentable: (a) Invention,  
1376 (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or  
1377 patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the  
1378 Project, and (3) When a patent is issued, or patented information becomes available as described  
1379 in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b)  
1380 Provide a detailed report satisfactory to FTA,

1381 B. Federal Rights. The Recipient agrees that:

1382 (1) Its rights and responsibilities, and the rights and responsibilities of each Third Party  
1383 Participant, in that federally funded invention, improvement, or discovery will be determined as  
1384 provided by applicable Federal laws, regulations, and guidance, including any waiver thereof,  
1385 and (2) Unless the Federal Government determines otherwise in writing, irrespective of the  
1386 Recipient's status or the status of any Third-Party Participant as a large business, a small  
1387 business, a State government, a State instrumentality, a local government, an Indian tribe, a  
1388 nonprofit organization, an institution of higher education, or an individual, the Recipient agrees  
1389 to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et  
1390 seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by  
1391 Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and  
1392 Cooperative Agreements," 37 C.F.R. part 401, and

1393 C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

1394 (1) License fees and royalties for patents, patent applications, and inventions derived from the  
1395 Project are program income, and (2) The Recipient has no obligation to the Federal Government  
1396 with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et  
1397 seq., which applies to patent rights developed under a federally funded research-type project, and  
1398 (b) As FTA determines otherwise in writing.

1399 Rights in Data and Copyrights

1400 A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not  
1401 copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the  
1402 Underlying

1403 Agreement,

1404 B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

1405 (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and  
1406 associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item  
1407 identifications, and (i) Related information, but (2) Do not include: (a) Financial reports,  
1408 (b) Cost analyses, or (c) Other similar information used for Project administration,

1409 C. General Federal Restrictions. The following restrictions apply to all subject data first  
1410 produced in the performance of the Recipient's Project supported by the Underlying Agreement:

1411 (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in  
1412 part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions  
1413 of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the  
1414 Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data  
1415 that the Federal Government has previously released or approved for release to the public, or (d)



1416 The portion of data that has the Federal Government’s prior written consent for release,  
1417 D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The  
1418 Recipient must provide a license to its “subject data” to the Federal Government, which license  
1419 is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government’s  
1420 license must permit the Federal Government to take the following actions provided those actions  
1421 are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the  
1422 subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use  
1423 the subject data, and  
1424 E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and  
1425 Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research,  
1426 development, demonstration, deployment, or special studies Project is to increase transportation  
1427 knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party  
1428 Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the  
1429 Project  
1430 is completed, it must provide a Project report that FTA may publish or make available for  
1431 publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the  
1432 Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any  
1433 FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA’s  
1434 copyright license to the subject data or a copy of the subject data, except as the Federal  
1435 Government determines otherwise in writing, (4) Identification of Information. It must identify  
1436 clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5)  
1437 Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed  
1438 under the Project becomes “subject data” and must be delivered as the Federal Government may  
1439 direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an  
1440 adaptation of automatic data processing equipment or program that is both: (a) For the  
1441 Recipient’s use, and (b) Acquired with FTA capital program funding,  
1442 F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and  
1443 royalties for copyrighted material or trademarks derived from Project are program income, and  
1444 (2) The Recipient has no obligation to the Federal Government with respect to those license fees  
1445 or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent  
1446 rights developed under a federally funded research-type project, and (b) As FTA determines  
1447 otherwise in writing,  
1448 G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1)  
1449 Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2  
1450 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of  
1451 Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition,  
1452 then (c) It will indemnify, save, and hold harmless against any liability, including costs and  
1453 expenses of:  
1454 1 The Federal Government’s officers acting within the scope of their official duties,  
1455 2 The Federal Government’s employees acting within the scope of their official duties, and  
1456 3 Federal Government’s agents acting within the scope of their official duties, but (2)  
1457 Exceptions.  
1458 The Recipient will not be required to indemnify the Federal Government for any liability  
1459 described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers,  
1460 Employees or Agents. The violation is caused by the wrongful acts of Federal employees or  
1461 agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

1462 H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section  
1463 pertaining to rights in data either: (1) Implies a license to the Federal Government under any  
1464 patent, or (2) May be construed to affect the scope of any license or other right otherwise granted  
1465 to the Federal Government under any patent,

1466 I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees  
1467 that in certain circumstances it may need to provide data developed without any Federal funding  
1468 or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B,  
1469 C, and D generally do not apply to data developed without Federal funding, even though that  
1470 data may have been used in connection with the Project, and (2) Identification of Information.  
1471 The Recipient understands and agrees that the Federal Government will not be able to protect  
1472 data developed without Federal funding from unauthorized disclosure unless that data is clearly  
1473 marked “Proprietary” or “Confidential,” and

1474 J. Requirements to Release Data. The Recipient understands and agrees that the Federal  
1475 Government may be required to release Project data and information the Recipient submits to the  
1476 Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552,  
1477 (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations,  
1478 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher  
1479 Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or  
1480 (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

1481  
1482 **Transit Employee Protective Provisions – Applicability – Contracts for transit operations**  
1483 **except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)**  
1484 **Public Transportation Employee Protective Arrangements.** The Recipient agrees that 49 U.S.C. §  
1485 5333(b) requires employee protective arrangements to be in place as a condition of award of  
1486 FTA

1487 assistance made available or appropriated for FTA programs involving public transportation  
1488 operations. U.S. DOL recognizes the following categories of arrangements:

1489 (1) U.S. DOL Certification. When its Project involves public transportation operations and is  
1490 financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337,  
1491 or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions  
1492 of law as required by the Federal Government, U.S. DOL must provide a Certification of  
1493 employee protective arrangements before FTA may provide financial assistance for the Project.  
1494 Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant  
1495 providing public transportation operations will agree, that: (a) It must carry out the Project as  
1496 provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL  
1497 has determined to be fair and equitable to protect the interests of any employees affected by the  
1498 Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)  
1499 It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29  
1500 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with  
1501 the terms and conditions of the U.S. DOL certification of public transportation employee  
1502 protective arrangements for the Project, which certification is dated as identified on the  
1503 Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has  
1504 specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and  
1505 (e) It must comply with the following documents and provisions incorporated by reference in and  
1506 made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public  
1507 transportation employee protective arrangements for the Project, which certification is dated as

1508 identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification  
1509 for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the  
1510 Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty.  
1511 When its Project involves public transportation operations, and is financed with funding made  
1512 available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. §  
1513 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended  
1514 by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects,  
1515 including projects under the Tribal Transit Program. Therefore, the Recipient understands and  
1516 agrees, and assures that any Third-Party Participant providing public transportation operations  
1517 will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),  
1518 (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29  
1519 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the  
1520 U.S. DOL Special Warranty for its Project that is most current on the date when it executed the  
1521 Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable  
1522 arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified  
1523 for the Project, or 3 Both, and (d) It will comply with the following documents and provisions  
1524 incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL  
1525 Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative  
1526 comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL  
1527 has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The  
1528 Recipient understands and agrees, and assures that any Third-Party Participant providing public  
1529 transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49  
1530 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply  
1531 the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide  
1532 public transportation for seniors (elderly individuals) and individuals with disabilities, FTA  
1533 reserves the right to make the following exceptions: (a) FTA will make case-by-case  
1534 determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized  
1535 under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other  
1536 exceptions as it deems appropriate.

1537

1538 **Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded**  
1539 **on the basis of a bid or proposal offering to use DBEs**

1540 a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26,  
1541 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial  
1542 Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises  
1543 (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a  
1544 separate contract goal for DBE participation has been established for this procurement, it is listed  
1545 elsewhere.

1546 b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the  
1547 performance of this contract. The contractor shall carry out applicable requirements of 49 CFR  
1548 Part 26 in the award and administration of this contract. Failure by the contractor to carry out  
1549 these requirements is a material breach of this contract, which may result in the termination of  
1550 this contract or such other remedy as the municipal corporation deems appropriate. Each  
1551 subcontract the contractor signs with a subcontractor must include the assurance in this  
1552 paragraph (see 49 CFR 26.13(b)).

1553 c. If a separate contract goal has been established, Bidders/offerors are required to document

1554 sufficient DBE participation to meet these goals or, alternatively, document adequate good faith  
1555 efforts to do so, as provided for in 49 CFR 26.53.

1556 d. If no separate contract goal has been established, the successful bidder/offeror will be required  
1557 to report its DBE participation obtained through race-neutral means throughout the period of  
1558 performance.

1559 e. The contractor is required to pay its subcontractors performing work related to this contract for  
1560 satisfactory performance of that work no later than 30 days after the contractor's receipt of  
1561 payment for that work from the recipient. In addition, the contractor may not hold retainage  
1562 from its subcontractors or must return any retainage payments to those subcontractors within 30  
1563 days after the subcontractor's work related to this contract is satisfactorily completed or must  
1564 return any retainage payments to those subcontractors within 30 days after incremental  
1565 acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial  
1566 retainage payment related to the subcontractor's work.

1567 f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing  
1568 work related to this contract is terminated or fails to complete its work, and must make good  
1569 faith efforts to engage another DBE subcontractor to perform at least the same amount of work.  
1570 The contractor may not terminate any DBE subcontractor and perform that work through its own  
1571 forces or those of an affiliate without prior written consent of the recipient.

1572

1573 **Prompt Payment – Applicability – All contracts except micro-purchases (\$10,000 or less,  
1574 except for construction contracts over \$2,000)**

1575 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory  
1576 performance of its contract no later than 30 days from the receipt of each payment the prime  
1577 contract receives from the Recipient. The prime contractor agrees further to return retainage  
1578 payments to each subcontractor within 30 days after the subcontractors work is satisfactorily  
1579 completed. Any delay or postponement of payment from the above referenced time frame may  
1580 occur only for good cause following written approval of the Recipient. This clause applies to  
1581 both DBE and non-DBE subcontracts.

1582

1583 **Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All  
1584 contracts**

1585 except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)  
1586 The preceding provisions include, in part, certain Standard Terms & Conditions required by  
1587 USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT  
1588 required

1589 contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by  
1590 reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be  
1591 deemed to control in the event of a conflict with other provisions contained in this Agreement.  
1592 The contractor shall not perform any act, fail to perform any act, or refuse to comply with any  
1593 request that would cause the recipient to be in violation of FTA terms and conditions.

1594

1595 **Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except  
1596 micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)**

1597 The Contractor agrees to comply with the following Federal substance abuse regulations: a.  
1598 Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), "  
1599 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C.

1600 §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA  
1601 Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49  
1602 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the  
1603 extent applicable.

1604

1605 **Other Federal Requirements:**

1606

1607 **Full and Open Competition** – In accordance with 49 U.S.C. § 5325(h) all procurement  
1608 transactions shall be conducted in a manner that provides full and open competition.

1609

1610 **Prohibition Against Exclusionary or Discriminatory Specifications** – Apart from inconsistent  
1611 requirements imposed by Federal statute or regulations, the contractor shall comply with the  
1612 requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support  
1613 procurements using exclusionary or discriminatory specifications.

1614

1615 **Conformance with ITS National Architecture** – Contractor shall conform, to the extent  
1616 applicable, to the National Intelligent Transportation Standards architecture as required by  
1617 SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA  
1618 Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq.,  
1619 January 8, 2001, and any other implementing directives FTA may issue at a later date, except to  
1620 the extent FTA determines otherwise in writing.

1621

1622 **Access Requirements for Persons with Disabilities** – Contractor shall comply with 49 USC  
1623 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights  
1624 as other persons to use mass transportation services and facilities and that special efforts shall be  
1625 made in planning and designing those services and facilities to implement that policy.  
1626 Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation  
1627 Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps,  
1628 and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq.,  
1629 which requires that accessible facilities and services be made available to persons with  
1630 disabilities, including any subsequent amendments thereto.

1631

1632 **Notification of Federal Participation** – To the extent required by law, in the announcement of  
1633 any third-party contract award for goods and services (including construction services) having an  
1634 aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to  
1635 be used in financing that acquisition of goods and services and to express that amount of Federal  
1636 assistance as a percentage of the total cost of the third-party contract.

1637

1638 **Interest of Members or Delegates to Congress** - No members of, or delegates to, the US  
1639 Congress shall be admitted to any share or part of this contract nor to any benefit arising  
1640 therefrom.

1641

1642 **Ineligible Contractors and Subcontractors** - Any name appearing upon the Comptroller  
1643 General's list of ineligible contractors for federally assisted contracts shall be ineligible to act as  
1644 a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller  
1645 General's list of ineligible contractors for federally financed or assisted construction, the

1646 recipient shall cancel, terminate or suspend this contract.

1647 **Other Contract Requirements** - To the extent not inconsistent with the foregoing Federal  
1648 requirements, this contract shall also include those standard clauses attached hereto, and shall  
1649 comply with the recipient's Procurement Guidelines, available upon request from the recipient.  
1650

1651 **Compliance with Federal Regulations** - Any contract entered pursuant to this solicitation shall  
1652 contain the following provisions: All USDOT-required contractual provisions, as set forth in  
1653 FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein  
1654 notwithstanding, FTA mandated terms shall control in the event of a conflict with other  
1655 provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any  
1656 act, or refuse to comply with any grantee request that would cause the recipient to be in violation  
1657 of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations,  
1658 policies, procedures and directives, including, without limitation, those listed directly or  
1659 incorporated by reference in the Master Agreement between the recipient and FTA, as may be  
1660 amended or promulgated from time to time during the term of this contract. Contractor's failure  
1661 to so comply shall constitute a material breach of this contract.  
1662

1663 **Real Property** - Any contract entered into shall contain the following provisions: Contractor  
1664 shall at all times comply with all applicable statutes and USDOT regulations, policies,  
1665 procedures and directives governing the acquisition, use and disposal of real property, including,  
1666 but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as  
1667 amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and  
1668 FTA Master Agreement, as they may be amended or promulgated during the term of this  
1669 contract. Contractor's failure to so comply shall constitute a material breach of this contract.  
1670

1671 **Access to Services for Persons with Limited English Proficiency** - To the extent applicable  
1672 and except to the extent that FTA determines otherwise in writing, the Recipient agrees to  
1673 comply with the policies of Executive Order No. 13166, "Improving Access to Services for  
1674 Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of  
1675 U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited  
1676 English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.  
1677

1678 **Environmental Justice** - Except as the Federal Government determines otherwise in writing, the  
1679 Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898,  
1680 "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income  
1681 Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with  
1682 that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To  
1683 Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed.  
1684 Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular  
1685 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients,"  
1686 August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and  
1687 Guidance.  
1688

1689 **Environmental Protections** – Compliance is required with any applicable Federal laws  
1690 imposing environmental and resource conservation requirements for the project. Some, but not  
1691 all, of the major Federal laws that may affect the project include: The National Environmental

1692 Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the  
1693 comprehensive Environmental response, Compensation and Liability Act; as well as  
1694 environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA  
1695 and other federal agencies may issue other federal regulations and directives that may affect the  
1696 project. Compliance is required with any applicable Federal laws and regulations in effect now  
1697 or that become effective in the future.

1698  
1699 **Geographic Information and Related Spatial Data** – Any project activities involving spatial  
1700 data or geographic information systems activities financed with Federal assistance are required to  
1701 be consistent with the National Spatial Data Infrastructure promulgated by the Federal  
1702 Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

1703  
1704 **Geographic Preference**  
1705 All project activities must be advertised without geographic preference, (except in A/E under  
1706 certain circumstances, preference for hiring veterans on transit construction projects and  
1707 geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

1708  
1709 **Organizational Conflicts of Interest**  
1710 The Recipient agrees that it will not enter into a procurement that involves a real or apparent  
1711 organizational conflict of interest described as follows: (1) When It Occurs. An organizational  
1712 conflict of interest occurs when the Project work, without appropriate restrictions on certain  
1713 future activities, results in an unfair competitive advantage: (a) To that Third-Party Participant or  
1714 another Third-Party Participant performing the Project work, and (b) That impairs that Third  
1715 Party Participant’s objectivity in performing the Project work, or (2) Other. An organizational  
1716 conflict of interest may involve other situations resulting in fundamentally unfair competitive  
1717 conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must  
1718 disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances  
1719 of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud,  
1720 bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to  
1721 Disclose. Failure to make required disclosures can result in remedies for noncompliance,  
1722 including debarment or suspension.

1723  
1724 **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects**  
1725 Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources  
1726 are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of  
1727 Management and Budget (OMB) Circular No. A 133, “Audits of States, Local Governments, and  
1728 Non-Profit Organizations” (replaced with 2 CFR Part 200, “Uniform Administrative  
1729 Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December  
1730 26, 2014 as applicable). Non-Federal entities that expend Federal awards from a single source  
1731 may provide a program specific audit, as defined in the Circular. Non-Federal entities that  
1732 expend less than the amount above in a year in Federal awards from all sources are exempt from  
1733 Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133  
1734 Subpart B--Audits, records must be available for review or audit by appropriate officials of the  
1735 cognizant Federal agency the Oregon Department of Transportation, the Oregon  
1736 Secretary of State Office and the U.S. Governmental Accountability Office (GAO).

1737

1738 Non-Federal entities are required to submit a copy of all audits, as described above, within 30  
1739 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal  
1740 year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf  
1741 Road,  
1742 Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency  
1743 and has been filed with the New York State Department of Transportation’s Contract Audit  
1744 Bureau, failure to comply with the requirements of OMB Circular A-133 may result in  
1745 suspension or termination of Federal award payments.

1746  
1747 **Veterans Preference.** As provided by 49 U.S.C. § 5325(k), to the extent practicable, the  
1748 Recipient agrees and assures that each of its Subrecipients:

1749 (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills  
1750 and abilities required to perform construction work required under a third-party contract in  
1751 connection with a Capital Project supported with federal assistance appropriated or made  
1752 available for 49 U.S.C. chapter 53, and

1753 (2) Will not require an employer to give a preference to any veteran over any equally qualified  
1754 applicant who is a member of any racial or ethnic minority, female, an individual with a  
1755 disability, or a former employee.

1756  
1757 **Safe Operation of Motor Vehicles.**

1758 a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing  
1759 Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg.  
1760 19217), by:

1761 (1) Adopting and promoting on-the-job seat belt use policies and programs for its  
1762 employees and other personnel that operate company-owned vehicles, company-rented  
1763 vehicles, or personally operated vehicles, and

1764 (2) Including a “Seat Belt Use” provision in each third-party agreement related to the  
1765 Award.

1766 b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to  
1767 comply with:

1768 (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While  
1769 Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

1770 (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and

1771 (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

1772 (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease  
1773 crashes caused by distracted drivers, including policies to ban text messaging while using an  
1774 electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a  
1775 vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business  
1776 in connection with the Award, or when performing any work for or on behalf of the Award,

1777 (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner  
1778 commensurate with its size, such as establishing new rules and programs to prohibit text  
1779 messaging while driving, re-evaluating the existing programs to prohibit text messaging while  
1780 driving, and providing education, awareness, and other outreach to employees about the safety  
1781 risks associated with texting while driving, and

1782 (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of  
1783 section 34.b(3)(a) – (b) of this Master Agreement in its third-party agreements, and encourage its



1784 Third Party Participants to comply with this Special Provision, and include this Special Provision  
1785 in each third-party sub agreement at each tier supported with federal assistance.  
1786

1787 **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

1788 The municipal project sponsor is required to identify in its accounts all Federal awards received  
1789 and expended, and the Federal programs under which they were received. Federal program and  
1790 award identification shall include, as applicable, the CFDA title and number, award number and  
1791 year, name of the Federal agency, and name of the pass-through entity.  
1792

1793 **The CFDA number for the Federal Transit Administration.** Nonurbanized Area Formula  
1794 (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and  
1795 OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit  
1796 Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost  
1797 Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as  
1798 applicable) agrees to separately identify the expenditures for Federal awards under the Recovery  
1799 Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form  
1800 (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by  
1801 identifying expenditures for Federal awards made under Recovery Act separately on the SEFA,  
1802 and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of  
1803 the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first  
1804 characters in Item 9d of Part III on the SF-SAC.  
1805

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# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

General Fund:

1. Non-department - Board of Commissioners approved appropriating \$100,000 to OSU Extension Service for funding Mormon cricket control.

## **2. FISCAL IMPACT:**

Appropriations' transfer \$100,000 from operating contingency to OSU Extension Service in general fund; budget transfer is a net zero impact.

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

Move to approve Budget Resolution R-2022- transferring appropriation from operating contingency to OSU Extension Service for \$100,000.

Attach additional background documentation as needed.

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

IN THE MATTER OF )  
 APPROPRIATIONS FOR FISCAL )  
 YEAR BEGINNING JULY 1, 2021 )

RESOLUTION NO. R-2022-07

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 – Non-department transferring appropriations from operating contingency to OSU Extension Service.

	<u>Current Appropriations</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<b><u>GENERAL FUND</u></b>			
Non-Departmental	\$ 438,324	\$ 0	\$ 438,324
Total Increase General Fund	\$ 0	\$ 0	\$ 0
		<b>Total APPROPRIATIONS, All Funds</b>	\$ 57,286,735
		Total Unappropriation and Reserve Amounts, All Funds	\$ 6,979,694
		<b>TOTAL ADOPTED BUDGET</b>	\$ 64,266,429

Dated this 9<sup>th</sup> day of March 2022.

**MORROW COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Jim Doherty, Chair

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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

Approved as to Form:

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

PACKET: 00156-Bdgt Tfr R-2022-07

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
-----							
101 199-5-50-5168	3/09/2022	EXTENSION SERVICE DEPT: NON-DEPARTMENTAL	100,000.00	117,238.00	0.00	217,238.00	158,619.00
101 199-5-50-5999	3/09/2022	OPERATING CONTINGENCY DEPT: NON-DEPARTMENTAL PACKET NOTES:	100,000.00-	793,042.00	354,718.00-	338,324.00	338,324.00
TOTAL IN PACKET--						0.00	

\*\*\* NO WARNINGS \*\*\*

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

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



7d

## Board of Commissioners

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P.O. Box 788 • Heppner, OR 97836  
541-676-5613  
[www.co.morrow.or.us](http://www.co.morrow.or.us)

Commissioner Jim Doherty, Chair  
Commissioner Melissa Lindsay  
Commissioner Don Russell

March 9, 2022

U.S. Economic Development Administration  
Attn: J. Wesley Cochran  
915 2<sup>nd</sup> Ave., Room 1890  
Seattle, WA 98174  
Via Email: [jcochran@eda.gov](mailto:jcochran@eda.gov)

RE: Letter of Support for the U.S. Economic Development Administration (EDA) Grant Application from Willow Creek Valley Economic Development Group (WCVEDG)

To whom it may concern,

The Morrow County Board of Commissioners supports the EDA Grant application from WCVEDG for the mitigation of floodplain restrictions on an industrial park property outside Heppner, Oregon. Heppner is home to a now abandoned industrial lumber operation, Kinzua Mill, that to this day cannot be developed because of floodplain restrictions there. In addition to the Kinzua Mill closure in 1999, the County experienced another blow in 2020 when the Portland General Electric (PGE) Coal Fired Plant in nearby Boardman closed because of increasing regulatory requirements. These closures significantly impacted Morrow County through lost jobs, lost tax revenue, and lost money spent in the County by those employees.

During non-COVID years, WCVEDG received roughly three calls a month from companies interested in developing the Heppner industrial park site, and during COVID, they received 30 such calls. This project is illustrative of the sort of resiliency EDA would like to support. On many levels, this project supports resiliency by enabling economic growth and development of an old, out-of-use industrial site in a County heavily impacted by the additional closure of a coal fired plant.

This project is an excellent demonstration of solving both County-wide and site-specific problems with a single project. Not only will the County's general lack of buildable industrial land be addressed by opening up almost the entire 80-acre industrial park from floodplain restrictions, but it will enable existing small business entities to expand and redevelop the area.

There has been consistent and predictable interest in the industrial park/Kinzua Mill site for siting commercial, manufacturing and other business entities, but the floodplain restrictions severely limit development options. Mitigating the floodplain's impact through individual plans at each business would be cost prohibitive, and a barrier around the entire site would be much costlier than the planned excavation, bridge removal and grading.

Thank you for your consideration of the grant application and our letter.

Sincerely,

---

Jim Doherty  
Chair

---

Melissa Lindsay  
Commissioner

---

Don Russell  
Commissioner

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

A RESOLUTION IN SUPPORT OF A GRANT )  
APPLICATION TO THE U.S. ECONOMIC ) RESOLUTION NO. R-2022-6  
DEVELOPMENT ADMINISTRATION )  
FOR FLOODPLAIN MITIGATION WORK )  
AT THE HEPPNER MILL SITE )

**WHEREAS**, U.S. Economic Development Administration (EDA) Grants help fulfill regional economic development strategies designed to accelerate innovation and entrepreneurship, advance regional competitiveness, create higher skilled, living wage jobs, generate private investment and fortify and grow industry clusters; and

**WHEREAS**, the project proposed by Willow Creek Valley Economic Development Group is illustrative of exactly the sort of resiliency EDA has been asked to support by enabling economic growth and development on an old, out-of-use industrial site; and

**WHEREAS**, this project is an excellent demonstration of solving both county-wide and site-specific problems with a single project.

**NOW, THEREFORE, BE IT RESOLVED** that the Morrow County Board of Commissioners is in full support of the Kinzua Mill site EDA grant proposal filed by Willow Creek Valley Economic Development Group. The Morrow County Board of Commissioners urges the EDA to consider approval of the grant for the betterment of the citizens of Morrow County.

Adopted this 9<sup>th</sup> day of March 2022

**MORROW COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Jim Doherty, Chair

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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





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

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

2022-2027 Grazing and Fire Fuels Management Agreement. Agreement is similar to prior grazing contracts, but includes increased fees to the County and explanation of the fuel management purpose of the grazing at the OHV Park.

**2. FISCAL IMPACT:**

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

Motion to Approve 2022-2027 Grazing and Fire Fuels Management Agreement

Attach additional background documentation as needed.

**GRAZING AND FIRE FUELS MANAGEMENT AGREEMENT**  
**Morrow County OHV Park**  
**2022-2027**

**WHEREAS**, increased drought conditions have increased the fire risk at the Morrow County OHV Park and surrounding properties, Morrow County seeks assistance with fire fuels management at the Morrow County OHV Park; and

**WHEREAS**, a well-managed grazing can be beneficial in reducing the risk of a catastrophic wildfire, maintaining and enhancing habitat for many native grassland plants and animals, and maintaining our forests and rangelands; and

**WHEREAS**, using livestock to treat fuels has significant potential for managing combustible vegetation; and

**WHEREAS**, Horseshoe Hereford Ranch, Inc. and Triangle Ranches are willing to work as partners with Morrow County to provide fire fuel management grazing at the Morrow County OHV Park; and

**WHEREAS**, Horseshoe Hereford Ranch, Inc. and Triangle Ranches provide access in four additional locations to the Park from private property; and

**WHEREAS**, Horseshoe Hereford Ranch, Inc. and Triangle Ranches have shown an ability to work collaboratively with Morrow County and Morrow County Parks to reduce the fire fuel risk at the Morrow County OHV Park, while also providing necessary feed for livestock.

**NOW, THEREFORE**, Morrow County, Horseshoe Hereford Ranch, Inc., and Triangle Ranches wish to enter into a Grazing and Fuels Management Agreement for the mutual benefit of all parties.

**1. Permit**

This PERMIT is between Morrow County, a political subdivision of the State of Oregon (hereinafter "Grantor") and Horseshoe Hereford Ranch, Inc. and Triangle Ranches (hereinafter "Permittees"). Grantor agrees to permit and allow Permittees to graze livestock, and Permittees agree to graze the Property as described and shown on the attached Exhibit A. Permittees shall also assist Grantor with fire fuel management with the grazing operations provided by Permittees.

**2. Permittee's Operations.**

- 2.1. Permittees shall use the Property exclusively for the purpose of grazing livestock and fire fuel management with livestock grazing.

- 2.2 Permittees shall conduct operations under this Agreement in a business like and efficient manner in accordance with industry standards, and shall keep and observe all State and Federal laws, rules and regulations now or hereinafter applicable to such operations; and to the employment of labor with respect thereto, including without limitation: laws, rules and regulations pertaining to protection and conservation of fish and game and the prevention of pollution of any streams and water sources. Permittees shall secure all required licenses and permits and file all notices required by law relating to the Permittees' performance hereunder, and shall provide to Grantor evidence of compliance with said requirements.
- 2.3 Permittees shall furnish to Grantor an accurate accounting of the number of livestock turned in on a per pasture basis.

### **3. Agreement Payment**

Permittees shall pay to Grantor, jointly and severally, during the term of this Agreement, the sum of \$11,680.00 annually. Permittees shall make said payment to Grantor no later than November 18, 2022 (for the first year) and by November 18<sup>th</sup> each of the subsequent years. All payments due under this Agreement shall be paid to Grantor at the address P.O. Box 428, Lexington, OR 97839 or at such other address as Grantor may designate in writing.

### **4. Term**

The term of this Agreement shall be for the period commencing on **April 6, 2022**, terminating on **November 1, 2027**. This Agreement is subject to earlier termination as otherwise provided for herein. Upon the expiration of the term of this Agreement, Permittees shall immediately remove all livestock and personal property from the premises. This permit may be terminated at any time by mutual written consent of both parties. Grantor may, at its sole discretion, terminate this permit, in whole or in part upon 30 days' notice to Permittees.

### **5. Labor, Equipment, Material and Permits.**

Unless otherwise specifically set forth in the Agreement, Permittees, at their sole cost and expense, shall provide and pay for all labor, equipment, materials and supplies necessary for its operations on the Property, including any repairs and maintenance of existing fences on the subject Property. Permittee shall obtain and pay for all permits required to use Property under this Agreement unless otherwise specified herein, or otherwise agreed to in writing by Grantor.

### **6. Fire Prevention.**

Permittees agree to exercise the highest degree of care to prevent and suppress fire, and shall notify Grantor immediately of any fire on, or that may come upon or threaten, the Property. Permittees shall comply with all relevant Federal, State and local laws and regulations and reasonable requirements of Grantor with respect to fire prevention and control. Grantor may suspend operations when, in the absolute discretion of Grantor or Federal or State officials, Permittees' operations may pose a high degree of threat of fire on the Property.

## **7. Ingress and Egress.**

For the term of this Agreement, Permittees shall have a non-exclusive right of ingress and egress to the Property over land and roads owned by Grantor.

## **8. Use and Condition of Property; Maintenance and Repair.**

- 8.1 Permittees shall use the Property shown on Exhibit A, which contains approximately 7,700 acres, solely for the grazing of livestock.
- 8.2 Permittees shall maintain all fences in proper working order. Permittees shall, prior to the introduction of any livestock on the subject property, examine and effect any necessary repairs to fences on the subject Property affected by Permittees' operations. Permittees may, with prior written approval of Grantor, add additional fencing, provided however that the fencing shall be constructed in a workmanlike manner which meets the requirements of Grantor. Permittees shall also maintain all existing springs and stock ponds, and Permittees shall take all necessary measures to prevent the degradation or contamination of these waters. Permittees shall only use pre-approved salting stations and shall not salt animals closer than 300 feet of any road or trail.
- 8.3 Permittees shall not graze any livestock on the Property which is not owned by Grantor. Permittees shall ensure that all livestock grazed on the Property is properly branded as Permittees', and Grantor may from time to time require proof of ownership of all livestock and number of livestock.

## **9. Grantor's Reserved Rights.**

- 9.1 If Permittees determine that further grazing would be detrimental to the range, due to overgrazing or other factors, Grantor may provide Permittees written notice to remove all livestock from the Property before the expiration of the term of the Agreement. Permittees shall comply with Grantor's instructions within ten (10) days from the receipt of such written notice. In the event such removal or reduction is required, Permittees shall be granted a prorated adjustment of the amount of rental paid, based upon the number of days remaining in the Agreement.
- 9.2 Grantor reserves the right to use the Property for Park use and all activities related to this activity. In certain special circumstances when the number and type of recreation may cause an undue risk to both the recreationist and livestock, Grantor may require rotation of livestock out of pastures for a period not-to-exceed ten (10) days. Grantor shall provide ten (10) days' written notice prior to the requirement to rotate.
- 9.3 Grantor will, in cooperation with Permittees, take all practical steps to insure that grazing animals are not harassed.

- 9.4 Grantor reserves the right to enter in, upon and over the Property at any time for any reason whatsoever for the life of this Agreement. Permittees expressly accept all prior easements, encumbrances or restrictions which the Property may be subject to, including but not limited to mortgages, deeds of trust or other security instruments given to or granted by Grantor.
- 9.5 Grantor expressly reserves the right to use the premises for recreational use, including but not limited to cabin sites, fishing, camping and motorized recreation.

#### **10. Risk of Loss.**

Permittees hereby assume all risks and hazards to Permittees' livestock, employees, agents and equipment, and to the grass and foliage growing on the property. Permittees expressly indemnifies and holds Grantor harmless and all of its respective employees, assigns, licensees, agents, and property from any and all costs, claims, and liabilities arising through or out of the operations of Grantor, and its respective employees, assigns or licensees. Permittees shall at all time utilize the Property in such a manner as to not interfere with any recreation operations of the Property by Grantor, its successors, assigns and licensees.

#### **11. Return of Property.**

Upon the termination or expiration of this Agreement, Permittees shall remove all livestock and leave property in good condition and repair, reasonable wear and tear excepted. Upon the termination or expiration of the term of this Agreement, Permittees shall surrender and give up all grazing privileges and failing to do so, Grantor may remove all livestock from the property without any formal proceedings, either by law or in equity. Permittees shall promptly pay to Grantor the cost of repairing any damage, or to replace damaged property where applicable.

#### **12. Indemnification.**

Permittees shall defend, indemnify and hold harmless the Grantor and their affiliated companies and their officers, insurers, agents and employees from all expenses, fines, liens, claims, demands, penalties, damages, and liabilities (including (i) reasonable attorneys' fees, including without limitations those at trial, and on appeal or review and (ii) reasonable consultant fees and expenses) which arise in connection with Permittees' performance of this Agreement, except to the extent caused by the sole negligence of the Grantor. Permittees' obligations under this Section include, without limitations, claims of all employees, licensees, invitees, agents, and subcontractors; claims for injuries to persons or property, including property of the public (such as air, water, fish and wildlife), including land and timber, and other property owned by the Grantor; and claims for trespass, nuisance, all Federal, State and local taxes, workers' compensation insurance and assessments, assessments and penalties for environmental damages and fire suppression costs. Permittees shall indemnify and hold harmless the Grantor from the consequences of all activities of its agents, subcontractors and assigns. Permittees shall at Permittees' own cost and expense, defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Grantor on any such claims and shall pay or satisfy any judgment, decree or settlement arising therefrom.

IT IS SO AGREED, this 9<sup>th</sup> day of March 2022

**GRANTOR**

Morrow County Board of Commissioners

\_\_\_\_\_  
Jim Doherty, Chair

\_\_\_\_\_  
Melissa Lindsay, Commissioner

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

Approved as to Form:

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

**PERMITTEES**

\_\_\_\_\_  
Horseshoe Hereford Ranch

\_\_\_\_\_  
Printed name and title

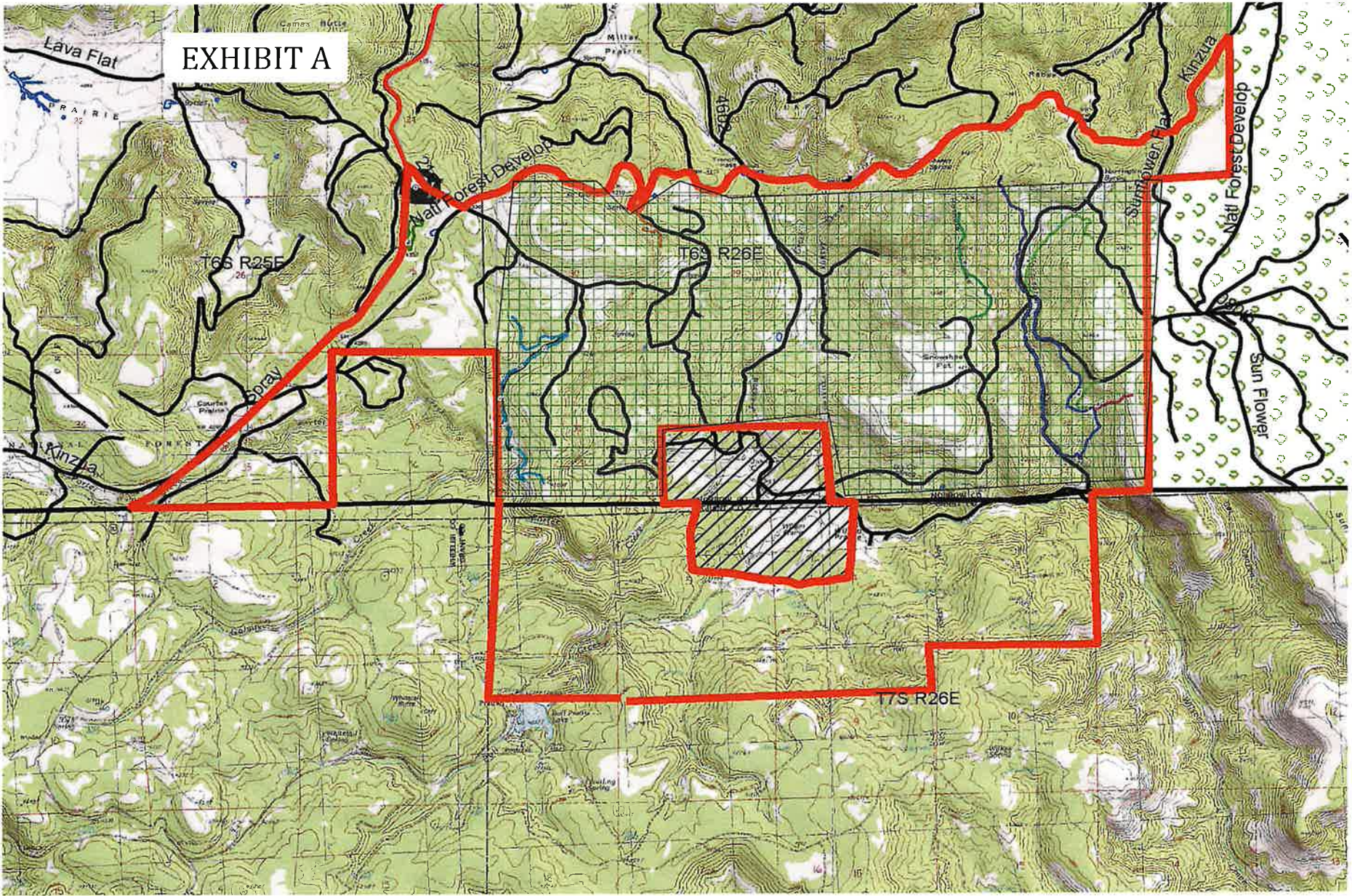
\_\_\_\_\_  
Date

\_\_\_\_\_  
Triangle Ranch

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

EXHIBIT A





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

(For BOC Use)
Item #
79

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

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 3/9/2022

Designating Interim Public Health Director/Public Health Administrator and Working Out-of-Class Request.

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

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

Reviewed By:

Department Director Required for all BOC meetings
Darrell Green 3/7/2022 Administrator Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

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

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



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

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

With the resignation of our Public Health Director and Public Health Administrator, Nazario Rivera, the County needs to designate an interim Public Health Director and Public Health Administrator.

Robin Canaday, our Nurse Supervisor, is willing to assume the role as the Interim Public Health Director and Public Health Administrator for at least 90 days.

**Working Out-of-Class Policy**

Employees are considered to be working 'out-of-class' when they are assigned by the County to perform the duties of a Department Head's job specification that pays a higher job rate than the employee's current position in addition to their regular duties. Whenever these occasions extend for a period of time, it is appropriate to consider temporary additional pay to compensate for the additional responsibilities that the employee may be required to undertake. Employees working-out-of-class will only be eligible for the interim pay for a period of 6 months.

The Board of Commissioners will decide, based on the ability, qualifications, and candidates for the position and if appropriate, to designate an employee to be "working- out-of-class".

The employee who is selected to temporarily work out of class will receive an increase to their base rate of pay to the greater of:

-The classification salary base rate of pay or the higher-level position, or 5% above the employee's regular base rate of pay.

Eligibility:

-Director, Department Head, or equivalent level positions.

-The active employee must assume a substantial portion, if not all of the duties of the interim assignment..

-The new duties to be performed are clearly differentiated from the duties normally performed by the employee.

Upon the return to or appointment of a person to the department head position, the employee working out of class will be returned to their regular duties and regular rate of pay.

**2. FISCAL IMPACT:**

Estimated monthly difference is \$397.37 or an hourly difference of \$2.29/hour

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

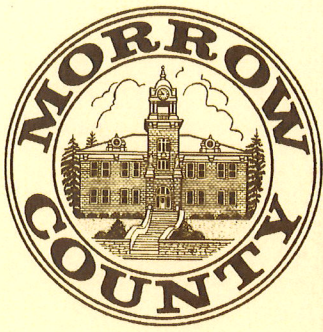
Motion to designate Robin Canaday as the Interim Public Health Director and Public Health Administrator and approve Working Out-of-Class to compensate for these additional duties.

Attach additional background documentation as needed.

**Amazon Payment Amount**

**\$11,545,618.52**

<b>CODE AREA 2504</b>				
<b>ID</b>	<b>DISTRICT NAME</b>	<b>Tax Rate</b>	<b>% of Rate</b>	<b>Dist Amount</b>
101	MORROW COUNTY	4.1347	0.302680	<b>\$3,494,628.15</b>
516	UMA-MORROW RADIO DIST	0.1700	0.012445	<b>\$143,683.17</b>
617	HEALTH DIST	0.6050	0.044289	<b>\$511,343.03</b>
618	HEALTH DIST LOCAL OPTION	0.3900	0.028550	<b>\$329,626.09</b>
625	BOARDMAN PARK BOND	0.5170	0.037847	<b>\$436,965.86</b>
630	PORT OF MORROW	0.0841	0.006157	<b>\$71,080.91</b>
636	BOARDMAN RFD	0.7464	0.054640	<b>\$630,853.62</b>
642	BOARDMAN CEMETERY	0.0284	0.002079	<b>\$24,003.54</b>
647	BOARDMAN PARK	0.2989	0.021881	<b>\$252,628.81</b>
650	UNIFIED REC DISTRICT	0.4560	0.033381	<b>\$385,408.96</b>
652	MORROW SCHOOL	4.0342	0.295323	<b>\$3,409,686.04</b>
654	INTERMOUNTAIN ESD	0.6156	0.045065	<b>\$520,302.10</b>
658	BMCC	0.6611	0.048396	<b>\$558,758.48</b>
659	BMCC BOND	0.1978	0.014480	<b>\$167,179.59</b>
660	VECTOR CONTROL	0.1899	0.013902	<b>\$160,502.55</b>
661	VECTOR CONTROL LOCAL OPTION	0.1000	0.007320	<b>\$84,519.51</b>
663	OREGON TRAIL LIBRARY	0.2536	0.018565	<b>\$214,341.48</b>
691	BOARDMAN FIRE RESCUE DISTRICT BOND	0.1776	0.013001	<b>\$150,106.65</b>
<b>Totals</b>		<b>13.6603</b>	<b>100%</b>	<b>\$11,545,618.52</b>



# TREASURER

Jaylene Papineau

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

Date Prepared: March 4, 2022

BOC Agenda Date: March 9, 2022

## **Subject: Monthly Treasurer Report-January 2022**

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

### **Earning Yield and Interest Rates:**

<b><u>Bank</u></b>	<b><u>Prior Month</u></b>	<b><u>Current Month</u></b>	<b><u>Change</u></b>
LGIP	0.45%	0.45%	.00%
Bank of Eastern Oregon	0.05%	0.05%	.00%
Community Bank (Quarterly)	0.02%	0.02%	.00%

- *For the latest interest rate news of the LGIP visit the website at:  
<https://www.oregon.gov/treasury/public-financial-services/oregon-short-term-funds/pages/default.aspx>*

**Outstanding checks:** Outstanding checks total as of January 31<sup>st</sup>, 2022 is unknown at this time. Reconciliation is still currently in progress

**January Total Interest:** Interest (less fees) was \$14,575.46

**January Turnover:** Total Paid Out to Taxing Districts was \$69,360.93

**Transfer Requests:** I received one Taxing District transfer of funds requests in December

**The statement for the LGIP and the Pooled Cash Report are included.**

- *Please see the information I have added to my page of the County's website*

Please let me know if you have any questions.

Jaylene Papineau  
Morrow County Treasurer  
541-676-5630  
PO Box 37  
Heppner, OR 97836

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500	GENERAL FC W/TREASURER	15,108,781.00 (	538,060.73)	14,570,720.27	
200-100-1-10-1500	HERITAGE TRAIL FC W/TREAS	29,260.12 (	2,284.04)	26,976.08	
201-100-1-10-1500	ROAD EQUIP FC W/TREASURER	1,498,047.42 (	382,544.15)	1,115,503.27	
202-100-1-10-1500	ROAD FC W/TREASURER	1,347,022.00 (	123,421.39)	1,223,600.61	
203-100-1-10-1500	FINLEY BUTTES FC W/TREASURER	1,656,746.37	38,204.97	1,694,951.34	
204-100-1-10-1500	YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92	
205-100-1-10-1500	AIRPORT FC W/TREASURER	135,417.63 (	6,514.15)	128,903.48	
206-100-1-10-1500	LAW LIBRARY FC W/TREASURER	36,732.05 (	212.62)	36,519.43	
207-100-1-10-1500	911 FC W/TREASURER	504,375.37 (	28,011.03)	476,364.34	
208-100-1-10-1500	SURVEYOR PRES FC/TREASURER	269,106.95	1,398.19	270,505.14	
209-100-1-10-1500	CSEPP FC W/TREASURER	0.00	0.00	0.00	
210-100-1-10-1500	FINLEY BUTTES LIC. FC W/TREAS	673,120.96	150,684.48	823,805.44	
211-100-1-10-1500	MCSO CO SCHOOL FC W/TREAS	215.73 (	144.45)	71.28	
212-100-1-10-1500	ISD COMMON SCH FC W/TREASURER	24.18 (	16.30)	7.88	
214-100-1-10-1500	FAIR FC W/TREASURER	291,029.70 (	5,394.64)	285,635.06	
215-100-1-10-1500	COMP EQUIP FC W/TREASURER	86,879.58	34.19	86,913.77	
216-100-1-10-1500	STF FC W/TREASURER	692,920.54	82,678.61	775,599.15	
217-100-1-10-1500	PROGRAMMING RES FC W/TREASURER	31,942.47 (	9,678.90)	22,263.57	
218-100-1-10-1500	ENFORCEMENT FC W/TREAS	21,121.36 (	119.23)	21,002.13	
219-100-1-10-1500	VIDEO LOTTERY FC W/TREAS	41,913.94	16.50	41,930.44	
220-100-1-10-1500	VICTIM/WITNESS FC W/TREAS	18,567.04 (	7,952.17)	10,614.87	
222-100-1-10-1500	WILLOW CREEK FEES FC W/TREAS	46,075.08	18.13	46,093.21	
223-100-1-10-1500	CAMI GRANT FC W/TREAS	39,911.11 (	208.43)	39,702.68	
224-100-1-10-1500	WEED EQUIP RES. FC W/TREAS	25,842.97	10.17	25,853.14	
225-100-1-10-1500	STF VEHICLE FC W/TREAS	69,554.12	27.37	69,581.49	
226-100-1-10-1500	FAIR ROOF FC W/TREAS	26,966.18	10.61	26,976.79	
227-100-1-10-1500	HEPPNER ADMIN BLDG FC W/TREAS	2,968,484.47 (	194,935.69)	2,773,548.78	
228-100-1-10-1500	SAFETY COMMITTEE FC W/TREAS	19,494.65 (	460.66)	19,033.99	
229-100-1-10-1500	BLEACHER RESERVE FC W/TREAS	25,890.42	10.19	25,900.61	
230-100-1-10-1500	RODEO FC W/TREAS	0.00	0.00	0.00	
231-100-1-10-1500	JUSTICE COURT FC W/TREAS	39,658.27 (	489.80)	39,168.47	
233-100-1-10-1500	CLERKS RECORD FC W/TREAS	22,443.11	152.36	22,595.47	
234-100-1-10-1500	DUII IMPACT FC W/TREAS	29,728.40	11.70	29,740.10	
236-100-1-10-1500	FAIR IMPROV. FUND FC W/TREAS	26,255.34	10.33	26,265.67	
237-100-1-10-1500	BUILDING PERMIT FC W/TREAS	1,139,867.84	62,363.27	1,202,231.11	
238-100-1-10-1500	PARK FC W/TREAS	510,739.69 (	31,856.14)	478,883.55	
240-100-1-10-1500	EQUITY FC W/TREAS	218,517.55	86.00	218,603.55	
241-100-1-10-1500	BUILDING RESERVE FC W/TREAS	841,673.86	331.26	842,005.12	
243-100-1-10-1500	LIQUOR CONTROL FC W/TREAS	875.84	0.34	876.18	
245-100-1-10-1500	WPF FC W/TREASURER	257.73	0.00	257.73	
321-100-1-10-1500	FOREST SERVICE FC W/TREAS	82,033.27	32.29	82,065.56	
322-100-1-10-1500	COURT SECURITY FC W/TREAS	86,067.59 (	4,814.03)	81,253.56	
500-100-1-10-1500	ECHO WINDS FC W/TREAS	57,120.86	22.48	57,143.34	
501-100-1-10-1500	SHEPHERDS FLAT FC W/TREAS	287,840.63	113.29	287,953.92	
502-100-1-10-1500	MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00	
504-100-1-10-1500	STO FC W/TREAS	81,188.52	62,413.68	143,602.20	
505-100-1-10-1500	IONE/LEX CEM-IRRIG FC W/TREAS	0.00	0.00	0.00	
510-100-1-10-1500	P & P FC W/TREAS	307,097.27	74,221.43	381,318.70	
514-100-1-10-1500	IONE SD B & I FC W/TREAS	98,259.10 (	96,810.74)	1,448.36	

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	635.82 (	429.10)	206.72
516-100-1-10-1500		RADIO DIST FC W/TREAS	53,583.32 (	52,460.83)	1,122.49
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	632.46 (	430.32)	202.14
521-100-1-10-1500		PGE CARTY FC W/TREAS	1,136,385.32	447.25	1,136,832.57
522-100-1-10-1500		SHERIFF RES FUND/TREAS	15,073.89 (	664.07)	14,409.82
523-100-1-10-1500		WHEATRIDGE WIND FC W/TREAS	1,177,171.84 (	2,137.41)	1,175,034.43
524-100-1-10-1500		ORCHARD WIND FC W/TREAS	0.00	2,600.00	2,600.00
540-100-1-10-1500		RESILIENCY FUND W/TREAS	1,185,787.50	0.00	1,185,787.50
617-100-1-10-1500		MO CO HEALTH DIST FC W/TREAS	323,764.01 (	317,660.20)	6,103.81
618-100-1-10-1500		IRRIGON SEWER FC W/TREAS	0.00	0.00	0.00
619-100-1-10-1500		WEST EXTENSION FC W/TREAS	0.00	0.00	0.00
620-100-1-10-1500		BLACK MNT FC W/TREAS	0.00	0.00	0.00
621-100-1-10-1500		CITY OF BOARDMAN B & I FC W/TR	7,814.33 (	5,272.66)	2,541.67
622-100-1-10-1500		CITY OF HEPPNER B & I FC W/TRE	0.00	0.00	0.00
623-100-1-10-1500		CITY OF IRRIGON B & I FC W/TRE	1,491.76 (	995.11)	496.65
624-100-1-10-1500		CITY OF LEXINGTON B & I FC W/T	18,149.09	40.34	18,189.43
625-100-1-10-1500		BOARDMAN PARK & REC B & I	0.00	0.00	0.00
626-100-1-10-1500		MAN. STRUCTURE OMBUDSMAN	41.52 (	27.82)	13.70
628-100-1-10-1500		WILLOW CREEK PARK B & I FC W/T	3,632.73	1.57	3,634.30
629-100-1-10-1500		PORT OF MORROW B & I FC W/TREA	0.00	0.00	0.00
630-100-1-10-1500		PORT OF MORROW FC W/TREAS	27,485.50 (	26,929.93)	555.57
631-100-1-10-1500		CITY OF BOARDMAN FC W/TREAS	16,622.27 (	11,162.99)	5,459.28
632-100-1-10-1500		CITY OF HEPPNER FC W/TREAS	3,474.21 (	2,338.33)	1,135.88
633-100-1-10-1500		CITY OF IONE FC W/TREAS	548.75 (	369.43)	179.32
634-100-1-10-1500		CITY OF IRRIGON FC W/TREAS	1,692.93 (	1,137.83)	555.10
635-100-1-10-1500		CITY OF LEXINGTON FC W/TREAS	306.39 (	203.76)	102.63
636-100-1-10-1500		BOARDMAN F&R FC W/TREAS	137,249.73 (	133,503.21)	3,746.52
637-100-1-10-1500		BOARDMAN F&R DIST BOND	10,556.12 (	9,797.50)	758.62
638-100-1-10-1500		HEPPNER RFPD FC W/TREAS	84,990.87 (	84,791.56)	199.31
639-100-1-10-1500		IRRIGON RFPD FC W/TREAS	1,038.95 (	700.02)	338.93
640-100-1-10-1500		IONE RFPD FC W/TREAS	987,517.96 (	4,949.43)	982,568.53
641-100-1-10-1500		S GILLIAM RFPD FC W/TREAS	125.31	0.36	125.67
642-100-1-10-1500		BOARDMAN CEMETERY FC W/TREAS	331.23 (	223.23)	108.00
643-100-1-10-1500		HEPPNER CEMETERY FC W/TREAS	437.47 (	293.90)	143.57
644-100-1-10-1500		IONE-LEX CEMETERY FC W/TREAS	33,698.06 (	33,519.98)	178.08
645-100-1-10-1500		IRRIGON CEMETERY FC W/TREAS	196.55 (	132.61)	63.94
646-100-1-10-1500		WILLOW CREEK PARK FC W/TREAS	76,160.68 (	75,677.92)	482.76
647-100-1-10-1500		BOARDMAN PARK FC W/TREAS	3,494.08 (	2,354.84)	1,139.24
648-100-1-10-1500		IRRIGON PARK FC W/TREAS	781.00 (	526.95)	254.05
649-100-1-10-1500		BOARDMAN PK B&I FC W/TREASURER	6,544.53 (	4,386.27)	2,158.26
650-100-1-10-1500		MO CO UNIFIED REC FC W/TREAS	1,572,140.62	6,416.43	1,578,557.05
651-100-1-10-1500		HEPPNER WATER CONTROL FC W/TRE	84.06 (	56.54)	27.52
652-100-1-10-1500		MO CO SCHOOL DIST FC W/TREAS	73,489.68 (	49,451.30)	24,038.38
653-100-1-10-1500		MO CO SCHOOL B & I FC W/TREAS	220,792.39	1,026.02	221,818.41
654-100-1-10-1500		UMATILLA-MORROW ESD FC W/TREAS	99,713.88 (	95,710.86)	4,003.02
655-100-1-10-1500		CHAPLAINCY PROG FC W/TREAS	14.51	0.01	14.52
656-100-1-10-1500		IONE-LEX CEM PERP FC W/TREAS	0.00	0.00	0.00
657-100-1-10-1500		IONE-LEX CEM EQUIP FC W/TREAS	0.00	0.00	0.00
658-100-1-10-1500		BMCC FC W/TREASURER	33,842.92 (	29,551.37)	4,291.55
659-100-1-10-1500		BMCC B & I FC W/TREASURER	10,349.54 (	8,987.76)	1,361.78
660-100-1-10-1500		NORTH MO VECTOR CONT FC W/TREA	36,502.97 (	35,066.06)	1,436.91

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
662-100-1-10-1500		IONE LIBRARY DIST FC W/TREAS	34,947.78 (	34,807.88)	139.90
663-100-1-10-1500		OREGON TRAIL LIB FC W/TREAS	59,538.15 (	58,104.20)	1,433.95
665-100-1-10-1500		STATE & FED WILDLIFE FC W/TREA	3,112.00	0.00	3,112.00
666-100-1-10-1500		STATE FIRE PATROL FC W/TREAS	1,529.11 (	1,025.49)	503.62
667-100-1-10-1500		EOTT FC W/TREASURER	0.00	0.00	0.00
668-100-1-10-1500		TAX APPEALS FC W/TREAS	382,249.19	150.44	382,399.63
669-100-1-10-1500		SCHOLARSHIP TRUST FC W/TREAS	11,030.40	4.34	11,034.74
670-100-1-10-1500		ADV COLL 04-05 FC W/TREAS	8,051.86	3.17	8,055.03
671-100-1-10-1500		ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500		ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,163.18	0.46	1,163.64
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	270,064.62	106.29	270,170.91
678-100-1-10-1500		STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	17,527.63 (	14,371.82)	3,155.81
682-100-1-10-1500		STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	2,039.14	5.84	2,044.98
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,275,676.96	502.07	1,276,179.03
685-100-1-10-1500		STATE HOUSING FC W/TREAS	34,106.12 (	25,519.97)	8,586.15
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	110,365.87	43.44	110,409.31
687-100-1-10-1500		FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	133,025.78 (	130,876.85)	2,148.93
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	34,837.60 (	34,752.99)	84.61
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	354.53 (	237.53)	117.00
693-100-1-10-1500		IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	( 2,565.81)	0.02 (	2,565.79)
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	0.00	( 27,101.47)	( 27,101.47)
TOTAL CLAIM ON CASH			39,302,627.06 (	2,268,428.70)	37,034,198.36
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-100-1-10-1501		AP POOLED BEO	219,751.66	304,657.80	524,409.46
999-100-1-10-1502		PAYROLL BEO	11,742.27	256,463.31	268,205.58
999-100-1-10-1503		STATE TREASURY POOL	39,070,130.43 (	2,283,419.99)	36,786,710.44
999-100-1-10-1504		CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505		WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506		UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507		COMMUNITY BANK	100.20	0.00	100.20
999-100-1-10-1508		US BANK	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH			39,301,724.56 (	1,722,298.88)	37,579,425.68



### Account Statement - Transaction Summary

For the Month Ending **January 31, 2022**

#### MORROW CO - MORROW COUNTY - 4206

<b>Oregon LGIP</b>		<b>Asset Summary</b>		
Opening Balance	39,070,130.43		<b>January 31, 2022</b>	<b>December 31, 2021</b>
Purchases	501,341.28	<b>Oregon LGIP</b>	36,786,710.44	39,070,130.43
Redemptions	(2,784,761.27)	<b>Total</b>	<b>\$36,786,710.44</b>	<b>\$39,070,130.43</b>
<hr/>				
<b>Closing Balance</b>	<b>\$36,786,710.44</b>			
Dividends	14,305.92			



## Account Statement

For the Month Ending **January 31, 2022**

### MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>39,070,130.43</b>
01/03/22	01/03/22	Redemption - ACH Redemption	1.00	(500,000.00)	38,570,130.43
01/03/22	01/03/22	LGIP Fees - ACH Redemption (5 @ \$0.05 - From 4206) - December 2021	1.00	(0.25)	38,570,130.18
01/03/22	01/03/22	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - December 2021	1.00	(0.20)	38,570,129.98
01/06/22	01/06/22	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	1,321.28	38,571,451.26
01/06/22	01/06/22	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	6,390.85	38,577,842.11
01/06/22	01/06/22	Redemption - ACH Redemption	1.00	(500,000.00)	38,077,842.11
01/07/22	01/07/22	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	753.39	38,078,595.50
01/10/22	01/10/22	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(44,192.46)	38,034,403.04
01/10/22	01/10/22	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(635.82)	38,033,767.22
01/10/22	01/10/22	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(632.46)	38,033,134.76
01/10/22	01/10/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(3,494.08)	38,029,640.68
01/10/22	01/10/22	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(6,544.53)	38,023,096.15
01/10/22	01/10/22	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(24,436.60)	37,998,659.55
01/10/22	01/10/22	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(73,705.41)	37,924,954.14
01/10/22	01/10/22	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(99,713.88)	37,825,240.26
01/10/22	01/10/22	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(231,309.06)	37,593,931.20
01/11/22	01/11/22	Redemption - ACH Redemption	1.00	(41.52)	37,593,889.68
01/12/22	01/12/22	Redemption - ACH Redemption	1.00	(500,000.00)	37,093,889.68
01/18/22	01/18/22	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	130,163.10	37,224,052.78





## Account Statement

For the Month Ending **January 31, 2022**

**MORROW CO - MORROW COUNTY - 4206**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
01/19/22	01/19/22	ODOT - ODOT PYMNT	1.00	134,033.33	37,358,086.11
01/20/22	01/20/22	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	653.11	37,358,739.22
01/20/22	01/20/22	Redemption - ACH Redemption	1.00	(300,000.00)	37,058,739.22
01/21/22	01/21/22	ODOT - ODOT PYMNT	1.00	26,791.74	37,085,530.96
01/24/22	01/24/22	Redemption - ACH Redemption	1.00	(500,000.00)	36,585,530.96
01/25/22	01/25/22	SFMS Fr:Administrative Services, Dept of Amusement Tax	1.00	541.80	36,586,072.76
01/26/22	01/26/22	Redemption - ACH Redemption	1.00	(55.00)	36,586,017.76
01/27/22	01/27/22	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	150,000.00	36,736,017.76
01/28/22	01/28/22	OR REV CAFFA - CAFFACNTYD	1.00	36,386.76	36,772,404.52
01/31/22	02/01/22	Accrual Income Div Reinvestment - Distributions	1.00	14,305.92	36,786,710.44
<b>Closing Balance</b>					<b>36,786,710.44</b>

	Month of January	Fiscal YTD July-January		
<b>Opening Balance</b>	39,070,130.43	31,847,095.63	<b>Closing Balance</b>	36,786,710.44
<b>Purchases</b>	501,341.28	40,674,099.11	<b>Average Monthly Balance</b>	37,432,595.89
<b>Redemptions</b>	(2,784,761.27)	(35,734,484.30)	<b>Monthly Distribution Yield</b>	0.45%
<b>Closing Balance</b>	<b>36,786,710.44</b>	<b>36,786,710.44</b>		
<b>Dividends</b>	14,305.92	92,276.59		



## MEMORANDUM

To: Morrow County Board of Commissioners  
 From: Tamra Mabbott, Planning Director  
 CC: Planning Commission  
 BOC Date: March 9, 2022  
 RE: Monthly Planning Update

### Planning Commission Update

Planning Commission held their February 22<sup>nd</sup> meeting in Boardman at the Bartholomew Building. Off-site participation was also available via Zoom. Five applications were approved; one application was continued to March.

### Current Planning Activity February 2022:

- Zoning Permits – 6
- Land Use Compatibility Reviews – 15
- Rural Addresses – 2
- Agriculture Building Permit Exemption – 3
- Land Partitions – 1
- Hardship Variance – 1
- Appeal – 1
- Code Enforcement Hearing - 1

### Columbia River Heritage Trail

During the February Planning Commission meeting staff presented a draft sign plan for the Heritage Trail. The plan is a work in progress and is intended to include a description of all existing trail markers and interpretive panels. Once complete, department staff will order replacement signs and placards and will coordinate with County Public Works and other agencies on installation. Where posts have been tipped over or removed staff will work with a consultant to prepare environmental review required by Army Corps of Engineers (ACOE), the underlying landowner for most of the trail. Staff will then begin conversations with public agencies and private interested parties about content material for the interpretive panels, many of which have been damaged by weather and vandalism. Public involvement is highly encouraged, for both the sign project and the interpretive panels are encouraged to contact the Planning Department. Final version of the sign plan will be shared with Planning Commission and Board of Commissioners at a later date.

### Natural Hazard Mitigation Plan (NHMP)

Paul Gray, Emergency Manager, is leading the NHMP update. Pam Reber, Natural Hazards Planner with the Oregon Department of Land Conservation & Development (DLCDD) is the state agency lead. Stephen Wreccics, GIS Planning Tech is providing mapping and other technical assistance.

### Tourism

Karie Walchli began in earnest her work as Tourism Coordinator for Morrow County. Her contract is an exciting new initiative of the Board of Commissioners to enhance and coordinate tourism opportunities in Morrow County. Ms. Walchli was the guest speaker at Heppner Chamber on March 3<sup>rd</sup>.

Ms. Walchli is also hosting two sets of meetings. Tuesday, March 8 at Sage Center, Boardman, 4:00 pm, is a meeting about the regional farm trails, River to Hills Farm Trail and the Whisky & Rocks Farm Loop. Anyone interested is encouraged to attend. See attached flyer.

As part of Ms. Walchli's work on a countywide tourism strategy she will be hosting two meetings. The first meeting is March 31<sup>st</sup> at 7:00 in the Gilliam Bisbee building in Heppner. Dessert will be provided by Heppner Chamber. Logistics are pending for a second tourism strategic planning meeting to be held in Boardman. Anyone interested may contact Karie at: [karie.walchli@gmail.com](mailto:karie.walchli@gmail.com)

### **Energy Projects**

Four new solar projects in various pre-application phases are on slate for Morrow County Planning Commission. The first complete application may be heard as early as May 2022. List of pending and approved projects can be found here: <https://www.co.morrow.or.us/planning/page/renewable-energy-1>

### **Data Centers in Morrow County**

Morrow County currently has six data center campuses, including one inside the Boardman City Limits. A 7<sup>th</sup> data center campus is under permit review by planning staff. Stephen Wreccics, GIS Tech is working on a map of the data center campuses in Morrow County.

### **Grants Round Up:**

1. The Housing Implementation Plan project for Willow Creek Valley will have a kick off meeting March 15<sup>th</sup> with city and county staff and consultant ECONw, an economics, finance and planning firm. A schedule of public meeting dates will be released later. Residents of Ione, Lexington and Heppner communities interested in the project please contact City Hall or County Planning Department.
2. A second grant project, the Goal 9 Economic Development plan for Ione, Lexington and Heppner will begin late summer. County and city staff will start the consultant selection process later this Spring.

### **Water and Land Use**

Planning Director is serving as the land use planner representative on the Division 10 Rule Advisory Committee (RAC) of the Oregon Water Resources Department. Based on public comments and concerns about the scope and intent of the draft rules, work has been paused. A new meeting will be scheduled. has continued review. The purpose of the RAC is to review existing Administrative Rules for designating new Critical Groundwater Areas (CGWA).

In terms of water quality, planning staff are supporting a new OSU research project for a new sub-committee co-chaired by Morrow County Commissioner Lindsay and Commissioner Dorrان of Umatilla County. The research is aimed at better understanding the sources of nitrates in the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). Stephanie Case, Planner II, serves on the primary LUBGWMA committee.

### **Other**

Tamra Mabbott, Planning Director, and Stephanie Case, Planner II continue with the 12-week leadership training by the National Association of Counties (NACO) along with nine others from Morrow County.

**Planning Trivia Question of the Month:** How many people serve on the Morrow County Planning Commission?

**Answers to last month's trivia question:** The Army Corps of Engineers (ACOE) owns most of the land adjacent to the Columbia River in Morrow County. Port of Morrow is also a major landowner.

Join us for a  
**Farm Trail Focus**

**Kicking off the 2022 Season**

★★★★ *The* ★ ★ ★

**RIVER TO HILLS**

**FARM TRAIL**

★★★★ ★ ★ ★ ★ ★

*Eastern Oregon*

**Tuesday March 8th, 2022**

**4:00 pm**

**Sage Center in Boardman, OR**

**Incase you are unable to  
make it in person,  
see email information  
to join us by zoom.**

★★★★ *The* ★ ★ ★

**WHISKY & ROCKS**

**FARM LOOP**

★★★★ ★ ★ ★ ★ ★

*Eastern Oregon*

**Wednesday March 9th, 2022**

**10:30 am**

**Public Library in Milton-Freewater, OR**



Morrow County  
Oregon

# DESTINATION DEVELOPMENT

Building tourism in a manageable, sustainable way can stimulate the local economy, protect and enhance local resources and foster community pride-without compromising the qualities that make this place so special!

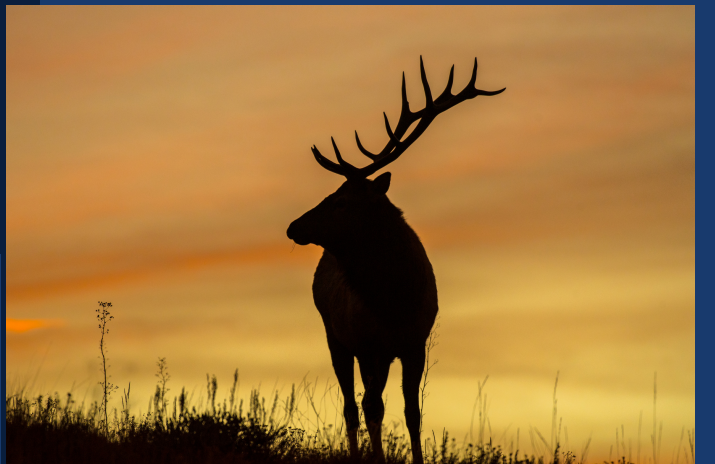
Come learn how the Destination Development Interactive Studios for Morrow County will help communities cultivate regional vision, identify strategies to harness the power of tourism and develop unique experiences in culinary and agritourism, outdoor recreation, bicycle tourism, cultural heritage tourism and more

**MARCH 31ST  
7PM**

Gilliam & Bisbee Building  
Desserts and refreshments  
provided by AJ's Baked  
Goodies

## HEPPNER CHAMBER OF COMMERCE

JoAnna Lamb  
133 N Main St.  
PO Box 1232  
Heppner Oregon 97836  
heppnerchamber@gmail.com  
541-676-5536



## KARIE WALCHLI

Oregon's Rugged Country Tourism  
Representing  
Morrow County Tourism & Umatilla  
County Tourism

[karie.walchli@umatillacounty.gov](mailto:karie.walchli@umatillacounty.gov)



IN THE SIXTH JUDICIAL DISTRICT OF THE STATE OF OREGON

In the Matter of Circuit Court  
Security and Circuit Court  
Operations in Umatilla and Morrow  
Counties

PRESIDING JUDGE ORDER  
No. 22-001 (AMENDED)

COURTHOUSE SECURITY AND  
COURT OPERATIONS

**Summary of Change:**

- 1. Face Coverings (masks) are no longer required but are encouraged.**
- 2. The Judicial District will watch the COVID/Virus threat and be ready to posture back to requiring masks and health screening.**
- 3. Social Distancing is no longer required or recommended.**

WHEREAS the Governor has announced an end to the pandemic emergency including face covering requirements; and

WHEREAS, the Chief Justice has issued a series of orders in response to the COVID-19 pandemic including related Chief Justice Orders (CJO); and

WHEREAS the Presiding Judge (PJ) has certain authority under state law, including ORS 1.171 which allows the apportionment of caseload and the disposition of judicial business of the circuit court; and

WHEREAS the PJ has authority under ORS 1.180 for safety and security of court facility operations; and

WHEREAS the before mentioned statutes provide the PJ the authority to impose mask and social distancing requirements for security purposes.

THEREFORE, IT IS ORDERED that effective March 12, 2022:

1. This PJO replaces and rescinds any other active Sixth Judicial District PJO specifically related to court operations during the ongoing pandemic emergency.
2. **Pandemic Orders.** The cessation of the current pandemic emergency orders does not mean that the pandemic, endemic or other health related matters will not reoccur. Even if the pandemic phase of the emergency is over, the continuing existence of COVID and its variants in the environment demonstrate an endemic condition to be aware of. The Presiding Judge may at any time require the use of masks, security precautions and social distancing to address an increase in the health

## COURTHOUSE SECURITY AND COURT OPERATIONS

risk level based on new statistics from an increase in medical cases involving airborne viruses.

- a. **Masks.** Masks are optional but are required if someone has outwards symptoms of viral illness. Masks are encouraged whenever the risk level increases from the statistical data reflecting an increase in virus cases. Staff will adhere to courthouse instructions to address risk levels as determined by the Presiding Judge.
- b. **Social Distancing.** Social distancing is no longer required, but just as masks may be subsequently required based on increased risk; so, may social distancing.
- c. **Symptoms of illness.** Any person appearing to the courthouse with outward symptoms of viral illness shall wear a mask, something that Security may enforce, or call in on the WebEx conference system as noted below in '3' or call the court to address their needs. A person exhibiting outward symptoms may be refused service without a mask, and a judge may order that someone exhibiting symptoms wear a mask in a courtroom. A sign will be posted on the second floor of each courthouse to the effect that if you are experiencing or exhibiting illness, COVID or otherwise, you are required to wear a mask to receive services or be present in the courtroom.

### 3. Hearings

All appearances are assumed to be in-person unless: a courtroom schedules the docket for remote appearance, the judge directs an appearance to be 'remote' on the record, directs 'in-person' in instances where remote is optional, or the presiding judge has issued an instruction or order providing for presumptive remote appearances for hearing or case types. Parties may, as appropriate, file a motion to appear remotely when the appearance is otherwise presumptively in person. Persons exhibiting viral illness like symptoms or with known exposure to COVID-19 illness shall coordinate with their attorney, and without attorney with the court to seek remote appearance or wear a mask.

### 4. Customer Service Hours

- a. Customer service windows will be open at the Umatilla County (Pendleton, Hermiston) and Morrow County (Heppner) on court days from 8:00 a.m. to noon and from 1:00 p.m. to 4:30 p.m.
- b. Telephonic services will be provided at all locations on court days from 8:00 a.m. to noon and from 1:00 p.m. to 4:30 p.m.
- c. Window hours may be temporarily curtailed to accommodate other immediate court needs such as processing of jurors.

**5. Access, Security, Weapons, Conduct, Animals and Health Screening**

a. **General Security.** PURSUANT TO ORS 1.171 and ORS 1.180 the presiding judge has authority for determining court facility entrance screening policies. This authority is hereby delegated to the Trial Court Administrator and members of the Sheriff's Court Security Detail. For this order, "court facility" will have the same definition as found in ORS 166.360. For this purpose, Court Security Officers may ask appropriate questions and temperature screen as part of COVID-19 screening of any persons entering the court facility.

1) The Umatilla County Courthouse in Pendleton, the Stafford Hansell Government Center Circuit Court (second floor), and the Morrow County Courthouse in Heppner, or any other facility or location where the court conducts its business are court facilities for the use of members of the public to exercise their rights to view proceedings and handle their affairs through the court. There is no right of public access to staff areas or judicial chambers, offices, jury rooms, or conference rooms. Any right of access to public areas may, however, be revoked as a result of conduct detrimental to the safety of the court's judicial officers, other officers of the court, its employees, and members of the public.

b. **Weapons Prohibited.** Entrance to court facilities and weapons screening is controlled by order of the PJ and by related order of the Board of Commissioners for the County. Firearms under ORS 166.370 and weapons are specifically excluded from these premises unless otherwise permitted by separate PJO.

1) In addition to statutory prohibitions, the following items are barred from court facilities: pocket knives, folding knives, box cutters, multi-tools, sporting sticks, walking sticks (not handicap assistance canes), handcuffs, handcuff keys, replica firearms, or any other item deemed as a possible weapon by Court Security staff. Persons possessing any such item may be required to surrender the item to a Court Security Deputy or to immediately remove the item from the court facility. Any person refusing to comply will be immediately ejected from the court facility with the possible future limitation of their unrestricted access to the court facility.

2) Where a court facility security screening station is established, no person will enter any area of the court facility protected by the security screening station without permission from a Court Security Deputy or other authorized county or state employee. Any person not exempted from these requirements by Judicial



## COURTHOUSE SECURITY AND COURT OPERATIONS

Rule or Order who desires entry into the protected area of the court facility must submit to the security screening process. The security screening process may include, but is not limited to, magnetometer checks of persons, X-Ray checks of containers and physical checks of containers.

- 3) Any person present in the court facility in possession of a container is subject to the search of that container when requested by Court Security Deputies. The person will have the option of submitting to the search or immediately removing the container in question from the court facility.
  - 4) For the purpose of this order, container means any purse, briefcase, bag, backpack, billfold, or other item whose contents are obscured from view.
  - 5) For the purpose of this order, screening means the detection of items prohibited from being present in Sixth Judicial District court facilities by Oregon Revised Statutes, Judicial Rule, Judicial Order, or County Commissioner Order.
  - 6) For the purpose of this order, screening station means any area in or adjacent to a court facility that controls entry into the court facility or portions of the court facility where such entry is restricted by signing, Court Security Deputies or authorized state or county employees.
- c. **Prohibited Conduct.** Detrimental conduct pursuant to this order may include, but is not limited to:
- 1) Direct physical assault or physical harassment upon any person;
  - 2) Destruction or theft of court records or posted public notices;
  - 3) Vandalism, defacing, burning, or other physical destruction of any device or room within these facilities;
  - 4) Intimidation, extortion, coercion, or other forcible conduct aimed at interrupting the court's judicial officers, other officers of the court, and its employees, in the course of their work or at interfering with members of the Bar or of the public in their dealings with the court;
  - 5) Any conduct which interferes with or interrupts a court proceeding or court administration;
  - 6) Any entrance into an area of these buildings designated off-limits or for employees only;
  - 7) Any introduction of noxious odors designed to deny members of the public the use of any public part of these buildings;

## COURTHOUSE SECURITY AND COURT OPERATIONS

- 8) Any attempt, either by fraud or threat, to gain access to confidential court records or material; (9) Any attempt, either by fraud or threat, to gain access to the private office of a judicial officer, the court administrator, or other court officer; or
  - 9) Any attempt by a member of the public to deny any other member of the public the use of these buildings.
- d. **Screening of Service Animals.** Per federal ADA guidelines and ORS 659A.143 service animals, defined as dogs individually trained to perform specific tasks for their owner or handler, may be permitted to enter the courthouse or court facility based on the below assessment by the Court Security Officer conducting entrance screening. A miniature horse may be considered a service animal in limited circumstances, but application must be made to the TCA in advance. Service animals are referred to as assistance animals under Oregon statute.
- 1) A Court Security Officer or court staff member may assess whether a dog is a service animal based on limited questions and upon situational observation. The questions that must be asked are:
    - i. Is the dog a service animal required because of a disability? The officer may not ask about the specific disability; and
    - ii. What work or task has the dog been trained to perform? The officer may not ask for proof of certification or documentation of training.
- Other considerations include:
- i. A service animal is not required to wear special tags, vests, or harnesses.
  - ii. An animal must be on short lead or harness unless the task it is trained to perform specifically requires it to be off lead, which requires an application to be made to the TCA in advance.
  - iii. An animal that provides a function that must by its nature be off lead must always be under the handler's control through verbal or hand signals. A person wishing to be

## COURTHOUSE SECURITY AND COURT OPERATIONS

accompanied by a service animal off lead must apply in advance to the TCA.

- iv. An animal that is not well behaved or is causing a disturbance must not be admitted or will be removed.
  - v. An animal that is not housebroken must not be admitted or will be removed.
- 2) If the person wishing to bring the animal into the court facility is uncooperative or the animal is not under control the Court Security Officer should provide the person the option of entering the building without the animal or of calling the court to request service.
- 3) *Comfort animals are not service animals under ADA.* The distinction is this: a service animal is trained to take a specific action to aid the person in a specific situation; a comfort animal helps the person feel better simply by its presence. Comfort animals are not allowed entry into a court building. The person may be directed to contact the Trial Court Administrator in writing for consideration of their request under the ADA.

- e. **Health Screening.** If health screening is ordered, the Presiding Judge will issue an amended or supplemental order.

Dated



Daniel J. Hill, Circuit Court Judge

March 9, 2022

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DANIEL J. HILL  
Presiding Judge