

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, March 16, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable and Payroll Payables
 - b. Minutes: January 12th & 19th
 - c. Out-of-State Travel Request – District Attorney Office
 - d. Approve County Administrator Temporary Authority Over Bank of Eastern Oregon credit cards
 - e. Request to Increase South Transfer Station Petty Cash
5. **Public Hearing:** Supplemental Budget Resolution No. R-2022-3 – Increase Road Fund
6. **Business Items**
 - a. Contractor Fuel Surcharge Request (Eric Imes, Public Works Director)
 - b. Contract with Off-Road Trails & Treats for Concessionaire Services at The Landing Lodge Kitchen (Greg Close, Parks General Manager)
 - c. Update on State Homeland Security Grant Applications (Paul Gray, Emergency Manager)
 - d. ~~eIMPACT – Customized Data Dashboards (Tamra Mabbott, Planning Director)~~
 - e. Review Updated Job Description – Finance Director (Darrell Green, Administrator)
 - f. 2022 Committee & Board Assignments
 - g. Unanticipated Revenue Discussion
 - h. Building Project Updates
7. **Department Reports** – None Scheduled
8. **Correspondence**
9. **Commissioner Reports**
10. **Executive Session:** Pursuant to ORS 192.660(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
11. **Signing of documents**
12. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This

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

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#

**Morrow County Board of Commissioners Minutes
January 12, 2022
Bartholomew Building Upper Conference Room
Heppner, Oregon**

Present In-Person

Chair Jim Doherty, Commissioner Don Russell, Darrell J. Green, Greg Close, Kate Knop, JoAnna Lamb

Present Via Zoom

Commissioner Melissa Lindsay; Staff: Kirsti Cason, SaBrina Bailey Cave, Paul Gray, Deanne Irving, Roberta Lutchter, Aaron Moss, Ian Murray, Jaylene Papineau, Sandi Pointer, Linda Skendzel, Heidi Turrell; Non-Staff: Donnie G., Torrie Griggs, Erika Lasater, Misa Mittelsdorf, Karen Pettigrew, Rick Stokoe, David Sykes

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

City & Citizen Comments: Helix, Oregon resident, Craig Reeder, spoke about the \$1.3 million fine recently imposed by the Department of Environmental Quality (DEQ) on the Port of Morrow for nitrate violations.

Open Agenda: No items

Consent Calendar

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

1. *Accounts Payable and Payroll Payables*
 2. *Morrow County Professional Services Contract for Architectural and Engineering Services with Pivot Architecture, PC; Morrow County Bus Barn and Transit Facility Project; Oregon Department of Transportation (ODOT) Statewide Transportation Improvement Fund (STIF) Discretionary Agreement #35074 and ODOT/Morrow County STIF Formula Plan Agreement shall be available for project costs incurred on or before June 30, 2023; and authorize the Administrator to sign on behalf of the County*
 3. *Contract with Community Counseling Solutions, Inc. for the Provision of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services; effective January 1, 2022 and shall expire on December 31, 2022*
 4. *Amendment 3 to Oregon Health & Science University, Research Subaward Agreement #1015198, Maternal & Child Services; and authorize Chair Doherty to sign on behalf of the County*
 5. *Amendment 1 to Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) #169524 for the Financing of Public Health Services; and authorize Chair Doherty to sign on behalf of the County*
 6. *Amendment 2 to OHA IGA #169524 for the Financing of Public Health Services; and authorize Chair Doherty to sign on behalf of the County*
 7. *Appointment of Kieran Hawley to the STIF Advisory Committee and the Special Transportation Fund Advisory Committee; term to be January 12, 2022 through December 31, 2022*
 8. *Rural Veterans Healthcare Transportation Program Grant Application 2022-23; and authorize Chair Doherty to sign on behalf of the County*
 9. *Subdivision Plat for River Ridge Estates, Phase 4, Boardman*
- Commissioner Lindsay seconded. Unanimous approval.*

Business Items

Grazing Permits and Agreement with Horseshoe Hereford Ranch, Inc. & Triangle Ranches for Property in Morrow and Grant Counties

Greg Close, Parks General Manager

Mr. Close reviewed the agreement and responded to questions.

Commissioner Russell moved to extend the leases with both Horseshoe Hereford Ranch and Triangle Ranch for the five years requested. Commissioner Lindsay seconded. Discussion. Vote: Aye: Commissioner Russell. Nay: Chair Doherty, Commissioner Lindsay. Motion failed.

Discussion continued and additional research and changes were requested. The item will be rescheduled.

Reclassification Requests for Fiscal Year 2022-2023

Darrell Green, Administrator

Mr. Green reviewed the two requests for Reclassification from Morrow County Public Transit, The Loop.

Commissioner Russell moved to approve the Reclassification Requests, as suggested by Administration: Transportation Coordinator to Transit Manager; and Transportation Dispatcher to Transit Dispatcher. Chair Doherty seconded. Unanimous approval.

Report on "Take Your Shot, Oregon" Grant – Department of Administrative Services #2625

Kate Knop, Finance Director

Ms. Knop reported the \$164,052.50 grant was received and \$142,922.50 of expenditures were reported. The remaining \$21,119 of unspent funds were scheduled to be returned to the State, she said. Commissioner Lindsay requested time to work with Public Health staff to see if the unspent funds could be used, possibly toward personnel expenses in that department. By consensus, the Board opted to move the item forward one week.

Command Team Update

Paul Gray, Emergency Manager

- The statewide number of intensive care unit (ICU) beds used by COVID patients increased but, in this region, there were only three COVID patients in ICU beds.
- The Office of Emergency Management estimated the Omicron variant accounted for 60% of current cases, with the other 40% being Delta.

Break: 9:56-10:04 a.m.

Community Counseling Solutions Quarterly Report

Kimberly Lindsay, Executive Director

Ms. Lindsay provided her quarterly report, covering multiple topics. As the report concluded, she thanked the County for its timely responses to the OHA contracts and amendments, particularly noting Mr. Green's kindness and responsiveness. Mr. Green thanked Ms. Lindsay and said it was a team effort by the County.

Building Project Updates

- The abatement of the former office building in Irrigon was delayed due to COVID.
- The County's initial intent to ask for Courthouse funding was received and the next step is the formation of a committee.

Department Reports

- The Planning Department Monthly Report was reviewed in Director Tamra Mabbott's absence.
- Jaylene Papineau reviewed the Treasurer's Monthly Report.
- The Veterans Office Quarterly Report was reviewed in Linda Skendzel's absence.
- The Justice Court Quarterly Report was reviewed in Judge Glen Diehl's absence.

Correspondence

- DEQ Press Release: "DEQ fines Port of Morrow \$1.3 million for nitrate violations in area with groundwater contamination"

Commissioner Reports

Brief reports were provided.

Signing of documents

Adjourned: 11:10 a.m.

Morrow County Board of Commissioners Meeting Minutes
January 19, 2022
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Jim Doherty, Commissioner Don Russell, Darrell J. Green, Greg Close, Paul Gray, Kate Knop, Roberta Lutcher, Tamra Mabbott, Justin Nelson; Non-Staff: Kurtis Funke, Jeff Maffuccio, Joe Stippel, Andy Fletcher, Brian Kollman, Slater Mitchell, Shane Matheny, Tony Ashbeck, Blake Knowles, Jeff Coelho, Treve Palmateer, Vey Ranch, Merlin Hughes, Lisanne Currin, Steve Currin, Brian Knowles, Mary Lynn Knowles, Kathryn Healy Thorne, Jason Schoenfelder, Margaret Hays, Daniel Schoenfelder, John Luciani, Mitchell Hays, Sam Myers, Mitch Ashbeck, Leonard Van Buren

Present Via Zoom

Commissioner Melissa Lindsay, Erin Anderson, Stephanie Case, Kirsti Cason, Mike Gorman, Katie Imes, Ann Jones, Aaron Moss, Jaylene Papineau, Sandi Pointer, Linda Skendzel, Heidi Turrell; Non-Staff: Barry Beyeler, Sam Ingro, JoAnna Lamb, Ross Miles, Karen Pettigrew, David Sykes, Kellen Tardaewether

Call to Order, Pledge of Allegiance & Roll Call: 9:02 a.m.

City and Citizen Comments: Heppner resident and Port of Morrow Commissioner, John Murray, said the Port community was shocked and saddened by the recent death of the Port's Executive Director, Ryan Neal, and there would be a meeting early next week to determine how they will be moving forward. Mr. Murray also spoke about the \$1.3 million fine recently imposed by the Department of Environmental Quality (DEQ) on the Port for nitrate violations.

Open Agenda: No items

Consent Calendar:

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

- 1. Accounts Payable and Payroll Payables*
- 2. Appointment of the Finance Director, Kate Knop, as the Budget Officer for the 2022-23 Fiscal Year*
- 3. Fair Board Reappointments: Sarah Baker, Dawn Eynetich and Shelby Krebs; terms to be January 2022 through December 2025*
- 4. Letter of Agreement with Teamsters Local Union 223, Morrow County Sheriff's Office Association; to modify language and application of the updated Employee Handbook & Policies as they pertain to the current Collective Bargaining Agreement*

Commissioner Lindsay seconded. Unanimous approval.

Public Hearing: Supplemental Budget Resolution No. R-2022-1: Unforeseen Special Revenue Funds

Kate Knop, Finance Director

Chair Doherty opened the Public Hearing at 9:06 a.m. and called for the Staff Report.

Ms. Knop provided details for the increases in the General Fund (Public Health Department), Road Fund, Finley Buttes Trust Fund, Wheatridge Wind Fund, Orchard Wind Fund, and the Resiliency Fund.

Chair Doherty called for comments or questions from members of the public. Hearing none, he closed the Public Hearing at 9:10 a.m.

Commissioner Russell moved to approve Supplemental Budget Resolution No. R-2022-1: In the Matter of Increasing Appropriations for Fiscal Year Beginning July 1, 2021 – Increase Total Adopted Budget to \$64,266,429. Commissioner Lindsay seconded. Unanimous approval.

Business Items

U.S. Treasury Final Ruling on American Rescue Plan Act of 2021 Funds

Kate Knop, Finance Director

Ms. Knop explained there was an interim rule regarding the use of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and a final rule will take effect April 1, 2022. The County received one allocation of \$1.126 million in September 2021, and the second allocation in the same amount was anticipated in September 2022.

Ms. Knop explained the U.S. Department of Treasury's interim and final rules regarding the use of SLFRF allow for the following uses:

1. Responses to the negative economic impacts of the public health emergency
2. Responses to the disproportionate public health and economic impacts of the pandemic in certain communities
3. Capital expenditures to respond to the public health and negative economic impacts of the pandemic
4. Responses to restore and bolster government employment
5. Government services to the extent of revenue loss
6. Investments in broadband infrastructure
7. Investments in water and sewer infrastructure

The Commissioners requested ideas from Department Heads be submitted to Ms. Knop in time for the January 26th BOC Work Session on this topic.

Tax Foreclosure Sale to Previous Owner

Mike Gorman, Assessor/Tax Collector

At the January 5th BOC Meeting, Commissioner Lindsay requested additional time to consider the request. The request from Ridgecrest Development III, representing the previous owner, was to purchase the property back, which is allowable by statute. Discussion.

Chair Doherty moved to ask for \$22,000 and the associated closing costs, and have Mr. Gorman and Commissioner Lindsay work with the folks making the request to see if that works for them, and if not, proceed to the next step or auction the property. Commissioner Russell seconded. Unanimous approval.

Idaho Power/B2H Update

Tamra Mabbott, Planning Director

Ms. Mabbott said she and Commissioner Lindsay were hearing from some landowners who were frustrated with the siting process for the B2H transmission line project. As a result, they talked to representatives from Idaho Power and arranged this update today. Kellen Tardaewether,

Senior Siting Analyst with the Oregon Department of Energy provided an update on the Energy Facility Siting Council siting process, followed by updates from Idaho Power's Jeff Maffuccio, Siting Coordinator, Joe Stippel, Project Manager, and Kurtis Funke, Real Estate Specialist. Comments were then heard from multiple landowners voicing their frustration on a variety of issues and the Idaho Power representatives, in turn, responded.

Break: 11:24-11:36 a.m.

Emergency Management Performance Grant, CFDA #97.042, Grant No. 21-525

Paul Gray, Emergency Manager

Mr. Gray requested the Board sign the grant agreement which funds 50% of the Emergency Management program.

Commissioner Russell moved to sign the Oregon Military Department, Office of Emergency Management, Emergency Management Performance Grant, CFDA #97.042, Grant No. 21-525; effective July 1, 2021 to June 30, 2022; not-to-exceed amount \$62,333; and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Grazing Permits and Agreements with Horseshoe Hereford Ranch, Inc. & Triangle Ranches for Property in Morrow and Grant Counties

Greg Close, Parks General Manager

After discussion, the item was postponed to allow time to obtain additional information requested by the Commissioners.

Decision Based Upon Courthouse Feasibility Study

Darrell Green, Administrator

Mr. Green said the committee, consisting of himself, Commissioner Lindsay, Roy Blaine and Irma Solis (Administration, Umatilla & Morrow County Circuit Courts), District Attorney Justin Nelson, Mr. Gorman and Ms. Knop, met and recommended Option 4. Option 4 from the DLR Group's Courthouse Feasibility Study was to build a new building or purchase an existing building for State Circuit Court.

Mr. Green explained a decision was needed before the County's presentation to the Association of Oregon Counties-Oregon Judicial Department Court Facilities Task Force where funding requests for courthouse improvements will be decided. The Board agreed by consensus to the recommendation of Option 4 being presented to the Task Force.

Command Team Update

Paul Gray, Emergency Manager

- The number of COVID patients in intensive care unit (ICU) beds was decreasing and the percentages were around 25% statewide and 26% regionally.
- The number of positive cases increased but ICU beds haven't gone up as quickly as in the past.
- On January 13th, the Supreme Court ruled against the Occupational Safety and Health Administration but kept some of the requirements for healthcare employees.

Building Project Updates

Darrell Green, Administrator

- Morrow County Government Center – the electric tape for the heated sidewalks arrived and was being tested.
- Coordination was taking place for the best time for pouring the concrete for the sidewalks.

Columbia River Enterprise Zone II Board Appropriation Discussion

Chair Doherty said the CREZ II Board will meet Friday to discuss appropriating funds. He then asked for input from the other Commissioners, which was provided. No decisions were made.

Department Reports

- The written Juvenile Department Quarterly Report submitted by Director Christy Kenny, was reviewed in her absence.
- The Loop Quarterly Report was reviewed by Katie Imes, Coordinator.
- The Emergency Management Quarterly Report was reviewed by Mr. Gray.

Correspondence

- City of Boardman Public Notice – Planning Commissioner Public Hearing, February 2nd

Commissioner Reports

Brief reports were provided.

Signing of documents

Adjourned: 12:40 p.m.



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

(For BOC Use)
Item #
4c

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

Presenter at BOC: Justin Nelson / Deona Siex
Department: District Attorney
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 3/8/2022
Requested Agenda Date: 3/16/2022

Out of State Travel Request- KARPEL National User Group Meeting

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 Out of State Travel

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

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
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)

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

Request for out of state travel to allow Morrow County District Attorney Office Manager Deona Siex attend the Karpel Solutions National User Group Meeting from April 19-April 21, 2022. Karpel Solutions run the case management system that the District Attorney Office uses. Prior Office Manager Cindy Greenup attended this conference when she was the Office Manager, and I would like to send Deona Siex to the conference for the first time.

2. FISCAL IMPACT:

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

Motion to approve Out of State Travel authorization for District Attorney Office.

Attach additional background documentation as needed.

From: Jane Quick
To: Justin Nelson
Subject: You still have time to register! Karpel Solutions 2022 National User Group registration ends March 29th
Date: Monday, March 7, 2022 7:17:08 AM

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

In case you haven't registered, the registration cutoff date is March 29th.
Haven't booked your hotel room? Hotel reservation cutoff date is March 29th.
For those that have registered, you will receive an email with additional details about this event 1 week prior to the event start date.

Karpel Solutions National User Group Meeting
April 19 - April 21, 2022
Hyatt Regency, St. Louis at the Arch Hotel, St. Louis Missouri

Karpel Solutions will be hosting the National User Group Meeting at the Hyatt Regency, St. Louis at the Arch Hotel, 315 Chestnut Street, St. Louis, Missouri.

Join us for 2 ½ days of sessions covering multiple topics to help you improve your PROSECUTORbyKarpel and DEFENDERbyKarpel experience and the opportunity for networking with users from across the nation to share best practices and ideas.

Our schedule is to start Tuesday morning April 19th and end Thursday, April 21st at noon. We are planning a Welcome Reception Tuesday evening on the rooftop terrace and a Customer Appreciation dinner Wednesday evening at the 3rd Degree Glass Factory. Transportation to and from this event will be provided.

Online Meeting Registration!

We welcome the opportunity to provide an online registration site that provides the option for credit card payment.

On this site you will find:

- <!--[if !supportLists]-->• <!--[endif]-->A link to the Hotel in the upper right corner to make hotel reservations.
- <!--[if !supportLists]-->• <!--[endif]-->A link to the agenda (please download for program information. We plan to use this site to download session handouts. A separate announcement will be made when they become available.
- <!--[if !supportLists]-->• <!--[endif]-->Two payment options. You MUST select "Mailing Payment" or "Pay Online". Please note that a 2.9% transaction fee is added by WebConnex using the online payment option.
- <!--[if !supportLists]-->• <!--[endif]-->When selecting the "Mailing Payment" option and after completing your registration, you will see a popup stating that your registration is pending until payment has been received. We will update the site when your payment arrives, and you will receive a confirmation email that payment has been received.
- <!--[if !supportLists]-->• <!--[endif]-->You can register more than one attendee. Please review the instructions on the site. You must select the payment option for each attendee before continuing to the next registration.
- <!--[if !supportLists]-->• <!--[endif]-->Once registered, you will automatically receive a confirmation email as an invoice to submit for registration payment if paying by check.
- <!--[if !supportLists]-->• <!--[endif]-->Don't forget to include if you will be attending our Wednesday evening event. Head counts are necessary!

Online registration link:

<https://karpelsolutions.regfox.com/2022-karpel-solutions-national-user-group-meeting>

If you have trouble opening the link, please copy and paste into Chrome or Edge.

Attendee Registration Fee: \$325. Cancellations must occur 1 week prior to the meeting start date for a full refund. Refund from online payments will not include the transaction fee.
Registration cutoff: March 29, 2022

Hotel Accommodations

A GSA rate is offered to all attendees \$141.00 (includes guest room internet access) per night, single or double occupancy. Hotel tax is 17.929% (not included in fee) and includes free Wi-Fi access. For online hotel reservations, please use the link below:

<https://www.hyatt.com/en-US/group-booking/STLRS/G-K-A21>

If you have trouble opening the link, please copy and paste into Chrome or Edge.

Hotel cutoff date is March 29, 2022.

Reservations can be made by phone (314) 655-1234. Be sure to give them our meeting code KARPel SOLUTIONS when reserving by phone. Reservations after that date will be accepted on a space and rate available basis only. Check in time is 4:00 pm. Check out is 11:00 am.



Airport Transportation

The hotel is located approximately 15 miles or 20 minutes from Lambert St. Louis International Airport. Taxi service is approximately \$40 one way. Uber is also available in St. Louis.

Valet Parking: \$40.00 per day with a 20% discount for attendees. Self-parking options are available adjacent to the hotel.

We look forward to seeing you there!

Jane Quick
Sales Executive - Case Management Software
(314) 892-6300 x 141
jquick@karpel.com | www.karpel.com
9717 Landmark Parkway, St. Louis, MO 63127

<!--[if !vml]-->  <!--[endif]--> 



PROSECUTORbyKARPEL National User Group Agenda
April 19 –21, 2022

Day	Time	General Session- Regency C	Regency A	Regency B	Regency E	Regency F	
Tuesday	7:30 am - 9:00 am	Registration- Foyer					
	9:00 am – 9:30am	Welcome – Jeff Karpel					
	9:30 am – 10:30 am	Keynote – William Ring - Power and Purpose: Finding Each Other in the Criminal Justice System.					
	10:30 am – 10:45 am	Break					
	10:45 am -Noon	Version 6.10 vs 7.0 Challenge! “The Fast and Furious”					
	Noon - 1:30 pm	Lunch on your own					
	1:30 pm- 3:00 pm	How PBK should work for you.	Templates 101 – Part 1	External Portal, eSubpoena- Working with LE	What is SSRS?	Lab	
	3:00 pm - 3:15 pm	Break			SSRS for beginners		
	3:15 pm -5:00 pm	Leveraging your own PBK experts- (Panel)	Template Lab	Attorney- Electronic Courtroom (panel)		Lab	
	6:00 pm – 8:00 pm	Welcome Reception -Rooftop Terrace					
Wednesday	7:30 AM - 9:00 AM	Breakfast buffet – Regency D	Regency A	Regency B	Regency E	Regency F	
	9:00 am - 10:30 am	Victim Witness Portal/Texting/VOCA	Templates 101-Part 2	Attorney- Plea Offer Best Practices	Jaspersoft Reports	Lab	
	10:30 am -10:45 am	Break					
	10:45 am - Noon	Dashboard 3.0	Template Lab	Attorney- Calendaring, Communicating, Reducing FTA		Lab	
	Noon - 1:30 pm	Lunch on your own					
	1:30 pm- 3:00 pm	Event Code Maintenance	Templates -Advanced	Attorney-Community Engagement	What is SSRS?	Lab	
	3:00 pm - 3:15 pm	Break					
	3:15 pm- 5:00 pm	Automated Workflows-Little known features	Template Lab	Attorney- Charging Class	SSRS for beginners	Lab	
	5:30 PM- Meet in Lobby	Customer Appreciation Dinner – The 3rd Degree Glass Factory					

**PROSECUTORbyKARPEL National User Group Agenda
April 19 –21, 2022**

PROSECUTORbyKARPEL National User Group Agenda						
Thursday	7:30 am - 9:00 am	Breakfast buffet- Regency D	Regency A	Regency B	Regency E	Regency F
	9:00 am -10:30 am	Tips and Tricks		Diversion 101		Lab
	10:30 am - 10:45 am	Break				
	10:45 am - Noon	What did you learn and what are you going to do about it?				
	1:30pm – 4:30pm	Open Lab (we will keep the lab room open until 4:30pm)				Lab

2022 Session Descriptions

Tuesday, April 19th

<p>Welcome - Jeff Karpel <i>Meet the trainers and learn more about their specialty skill sets along with an update on the Karpel Foundation and the projects that have been awarded.</i></p>	<p>Templates 101 (Part 1) – Tina Meyer, Chris Kaemmerer *Laptop Required <i>Learn approaches to create basic document templates from scratch. We will review Word Options, the Mailings Tab, and the different Data Sources available. You will learn to create a simple victim letter and motion; and how to test your templates for accuracy.</i></p>
<p>Keynote- William Ring, Coconino County Attorney, Coconino County, AZ Power and Purpose: Finding Each Other in the Criminal Justice System</p>	<p>External Agency Portal and eSubpoena – Working with Law Enforcement Mike Baker <i>Tired of printing/mailing subpoenas law enforcement? Let PbK do the work for you and allow our police departments to maintain their own staff in PbK including vacation schedules. We'll walk through eSubpoena and External Portal and show you how these tools will reduce your workload and increase office efficiency.</i></p>
<p>Versions 6.10 vs 7.0 Challenge! "The Fast and Furious"- LeeAnn <i>Learn all about the latest release of PbK and decide how your office will embrace this new technology.</i></p>	<p>Attorney: Electronic Courtroom (Panel) – Pippa Barrett <i>Let's have a discussion from users who utilize Setting Control, the Court Face Sheet and other system features in the courtroom</i></p>
<p>How PbK should work for you (PbK Audit) – Laurie Duke <i>What is a PbK audit and does your office need one? We will review certain areas of PbK to help you implement new features and to ensure you are using PbK to its fullest.</i></p>	<p>What is SSRS? – Dave Sanders and Tyler Ingham <i>So what is SSRS? What is a dataset? How do you start? Learn more about the SSRS report builder for a basic understanding of this tool.</i></p>
<p>Leveraging your own PbK Experts- Panel (Moderator -Jeff Karpel) <i>Let's hear from some of our power users and learn their best practices leveraging PbK in their office.</i></p>	<p>SSRS Reports (Beginner)- Dave Sanders and Tyler Ingham <i>Join Dave Sanders to learn the basics of SSRS Report Builder.</i></p>

PROSECUTORbyKARPEL National User Group Agenda
April 19 –21, 2022

Wednesday, April 20th

<p>Victim Witness Portal/texting/VOCA Setup – Laurie Duke <i>During this session, learn how to use our new Victim Witness portal, text victims/witnesses case information and verify that your site is setup correctly for VOCA reporting.</i></p>	<p>Jaspersoft Reports- A new tool for ad hoc reporting – Tyler Ingham <i>A presentation on our new reporting capabilities using Jaspersoft Reports. PROSECUTORbyKarpel is now embedded with Jaspersoft Ad Hoc Views making the creation of reports easier than ever to analyze your data.</i></p>
<p>Dashboard 3.0 – LeeAnn Karpel <i>During this interactive session, we will review how to create custom dashboards on MyView utilizing our new dashboard tool and review various use cases of dashboards, shared or private, displaying reports and customizing the dashboard to meet the needs of your office.</i></p>	<p>Defense- Calendaring, communicating, reducing FTA- Mike Baker <i>Public Defenders! Are you using Outlook effectively to calendar court dates, appointments, and client meetings? How about reducing FTAs for clients by texting them their upcoming court dates? In this session, we'll discuss Outlook calendaring and how to use DbK to send text messages to communicate with your clients.</i></p>
<p>Event Code Maintenance- Laurie Duke, Joe Wright <i>Replace multiple event codes with single, more powerful events along with Prompt-less Dispositions and Events (no more Build/Add!) Emails, Reminders, Deadlines and much more...!</i></p>	<p>Attorney: Plea Offers Best Practices- Pippa Barrett <i>This session will address considerations and timing of plea offers by prosecutors, as well as demonstrate how best to use the Plea Offer module in PbK.</i></p>
<p>Automated Workflows-Little known features– LeeAnn Karpel/Pippa Barrett <i>Create dynamic workflows that are fully customizable to your unique office needs in order to remove confusion of which step to do next, create consistency within your processes and provide faster onboarding for new PBK users by utilizing this new PBK Workflow feature.</i></p>	<p>Attorney: Charging Class- Mike Baker <i>Learn how to charge cases in PBK. Charging co-defendants together? Separately? We will show you how including charging options and best practices in PbK for single and co-defendant cases.</i></p>
<p>Attorney: Community Engagement- Jeff Karpel <i>Should the taxpayers be well informed about their Judicial System? Should Victims know their rights and what you are doing to protect them? Should Law Enforcement partners communicate with your office efficiently to hold Defendants accountable? Jeff Karpel says YES to all these questions and would like to show you how we can help!</i></p>	<p>Templates 101 Part 2 – Tina Meyer, Chris Kaemmerer *Laptop Required <i>Learn techniques for document formatting headers, footers, section breaks, page breaks, numbering lists, and how to utilize tables in template conversions. Learn how to modify your merge fields to pull a signature and with switches to create the look you want.</i></p>

PROSECUTORbyKARPEL National User Group Agenda
April 19 –21, 2022

<p>Templates Advanced – Tina Meyer, Chris Kaemmerer *Laptop Required <i>Mailings Tab discussion and the use of IF/ASK statements, bookmarks, duplicating responses, and the user-friendly Developer Tools. Learn how to create a charging document, custom docket, civil documents, envelope, and label.</i></p>	<p>What is SSRS? – Dave Sanders and Tyler Ingham <i>So what is SSRS? What is a dataset? How do you start? Learn more about the SSRS report builder for a basic understanding of this tool.</i></p>
<p>SSRS Reports (Beginner)- Dave Sanders and Tyler Ingham <i>Join Dave Sanders to learn the basics of SSRS Report Builder.</i></p>	

Thursday-April 21st

<p>Tips and Tricks. Little known but useful features – Pippa Barrett, LeeAnn Karpel <i>Join us for this session demonstrating some of little-known features that are sure to improve your overall experience and make your daily activities more efficient.</i></p>	<p>Diversion 101 (pre-trial-post-trial) – Laurie Duke <i>Learn how to create a new Diversion Program, add a Diversion Program to your case, process payments/requirements and run Diversion Reports.</i></p>
<p>What did you learn and what are you going to do about it- Jeff Karpel? <i>Tell us what you learned and how you plan to utilize it in your office.</i></p>	

Lab Option- Take advantage of our lab options throughout the entire conference. Meet with Scott Crause and members from our help desk for some one-on-one assistance with an issue, or “how to” instructions on any subject.



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: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 3/16/2022

Approve County Administrator Temporary Authority over Bank of Eastern Oregon Credit Cards

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

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

Reviewed By:
Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The Bank of Eastern Oregon needs authorization from the Board of Commissioners to remove authority of our previous Finance Director, Kate Knop to administer our credit cards and grant the County Administrator temporary authorization to administer our credit cards. This would include temporary increases, new cards, closing cards, etc.

2. FISCAL IMPACT:

N/A

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

Motion to remove Kate Knop's authorization to administer Morrow County credit cards and to temporarily authorize the County Administrator, Darrell Green to administer the Morrow County credit cards with the Bank of Eastern Oregon.

Attach additional background documentation as needed.



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: Eric Imes
Department: Public Works - Transfer Stations
Short Title of Agenda Item: Request to increase South Transfer Station petty cash
Date submitted to reviewers: 14, March 2022
Requested Agenda Date: 16, March 2022
(No acronyms please)

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: 5 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:
Eric Imes 3/14/2022 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

The South Transfer Station maintains an insufficient amount of small bills to make change for customers. This past weekend the small bills were depleted within two hours of the station being open. I would like to increase the petty cash to \$200 from \$100 to ensure the attendant has enough small bills to make change.

2. FISCAL IMPACT:

Hold additional \$100 from South Transfer Station fees to increase small bills.
Or, issue \$100 from the General Fund Transfer Station - South 101-123-5-20-2215

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

Motion to approve an increase in petty cash from \$100 to \$200.

Attach additional background documentation as needed.



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: Kate Knop/Eric Imes
Department: Finance/Road
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 03/16/2022

Supplemental Budget Resolution - R-2022-03

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:

Handwritten signatures and dates for Department Director, Administrator, County Counsel, Finance Office, and Human Resources.

- Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

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

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This is a public hearing for the proposed supplemental budget R-2022-3 for Morrow County, for the fiscal year July 1, 2021 to June 30, 2022.

Road Fund:

1. Increase in materials & services for equipment repair, contracts truck & equipment, contract services, equipment rental, and engineering & surveying, \$1,466,000.

2. FISCAL IMPACT:

Appropriations increase road fund, \$1,466,000, to \$11,442,070.

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

Move to approve Supplemental Budget Resolution R-2022-3 increasing total adopted budget to \$65,732,429.

Attach additional background documentation as needed.

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for Morrow County, Oregon for the fiscal year July 1, 2021 to June 30, 2022, will be held at the Morrow County Bartholomew Building 110 N. Court Street Heppner, OR.

The hearing will take place on March 16, 2022 at 9:00 AM.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after March 4, 2022 at the Morrow County Finance Department located at: 110 N. Court St. Heppner, OR., between the hours of 8:00 AM and 5:00 PM.

SUMMARY OF SUPPLEMENTAL BUDGET

	<u>Current Appropriations</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
ROAD FUND			
Road Dept.	9,976,070	1,466,000	11,442,070
Total Increase Road Fund	\$ 9,976,070	\$ 1,466,000	\$ 11,442,070
		Total APPROPRIATIONS, All Funds	\$ 58,752,735
		Total Unappropriation and Reserve Amounts, All Funds	\$ 6,979,694
		TOTAL ADOPTED BUDGET	\$ 65,732,429

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

IN THE MATTER OF)
 APPROPRIATIONS FOR FISCAL)
 YEAR BEGINNING JULY 1, 2021)

RESOLUTION NO. R-2022-03

WHEREAS, the above-entitled matter came before the Board of Commissioners on March 16, 2022;

WHEREAS, Oregon Revised Statutes (“ORS”) Chapter 294, prescribes the manner of county and municipal financial administration; and

WHEREAS, ORS 294.471(1)(b) provides that a county may present a supplemental budget in certain cases, a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and that require prompt action.

BE IT RESOLVED, amounts shown below increase appropriations and unappropriated ending fund balance for the fiscal year beginning July 1:

	Current Appropriations	Increase (Decrease)	Amended Budget
ROAD FUND			
Road Dept.	9,976,070	1,466,000	11,442,070
Total Increase Road Fund	\$ 9,976,070	\$ 1,466,000	\$ 11,442,070
		Total APPROPRIATIONS, All Funds	\$ 58,752,735
		Total Unappropriation and Reserve Amounts, All Funds	\$ 6,979,694
		TOTAL ADOPTED BUDGET	\$ 65,732,429

Dated this 16th day of March 2022.

**MORROW COUNTY
BOARD OF COMMISSIONERS**

 Jim Doherty, Chair

 Melissa Lindsay, Commissioner

Approved as to Form:

 Morrow County Counsel

 Don Russell, Commissioner

PACKET: 00155-Road Supp Bdgt R-2022-3

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000309 -----							
202 100-3-01-0102	3/16/2022	BEGINNING FUND BALANCE-BUD DEPT: NON-DEPARTMENTAL	1,466,000.00	1,871,304.00-	0.00	3,337,304.00-	3,337,304.00-
202 220-5-20-2353	3/16/2022	EQUIPMENT REPAIR DEPT: ROAD DEPARTMENT	60,000.00	125,000.00	0.00	185,000.00	44,140.30
202 220-5-20-3119	3/16/2022	CONTRACT TRUCK & EQUIP DEPT: ROAD DEPARTMENT	126,000.00	80,000.00	0.00	206,000.00	124,652.50
202 220-5-20-3440	3/16/2022	CONTRACT SERVICES & CHARG DEPT: ROAD DEPARTMENT	680,000.00	952,036.00	1,355,895.00	2,987,931.00	1,793,489.03
202 220-5-20-3812	3/16/2022	EQUIPMENT RENTAL DEPT: ROAD DEPARTMENT	50,000.00	90,000.00	0.00	140,000.00	18,281.28
202 220-5-20-2504	3/16/2022	ASPHALT & FREIGHT - LIQUI DEPT: ROAD DEPARTMENT PACKET NOTES:	550,000.00	1,731,289.00	0.00	2,281,289.00	763,045.33
TOTAL NO. ADJUSTMENTS--REVENUE:					1	1,466,000.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					5	1,466,000.00	
TOTAL IN PACKET--						<u>2,932,000.00</u>	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***



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

(For BOC Use)
Item #
60

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

Presenter at BOC: Eric Imes
Department: Public Works - Roads
Short Title of Agenda Item: Contractor - Andy Ashbeck Trucking LLC Fuel Surcharge Request
Date submitted to reviewers: 2, March 2022
Requested Agenda Date: 9, March 2022
(No acronyms please)

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: Eric L. Imes 3/7/22 Department Director Required for all BOC meetings
Pamela A. 3/7/22 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.

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AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

Recent increases in fuel costs is affecting my trucking contractor's ability to maintain expected profit. Andy Ashbeck has been under contract with Morrow County to provide necessary trucking starting June 9, 2020 and ending June 2023.

Andy Ashbeck considered fuel costs at \$3.00 per gallon for this contract. I have attached a fuel surcharge chart that I have used in the past. I highlighted Andy's baseline price per gallon, and highlighted price per gallon as of March 1.

Option 1 - Approve Andy Ashbeck Trucking LLC to charge a fuel surcharge based on the chart provided using \$3.00 per gallon as the baseline.

Option 2- Do not approve the fuel surcharge. Andy Ashbeck can exercise his right by mutual consent to terminate contract if he feels that is necessary.

2. FISCAL IMPACT:

The fiscal impact if the fuel surcharge is approved - The cost of contract trucking will increase causing the budget line to deplete sooner than expected.

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

I suggest approving Andy Ashbeck to use the Fuel Surcharge Chart provided with \$3.00 per gallon being the baseline.

However, The Road Department will make due with what we have available if the decision is to hold to the contract.

Attach additional background documentation as needed.

EPIC Fuels FSC Table

"Diesel Price" means the U.S. National average retail price reported each Monday by the United States Energy Information Administration ("EIA") at:
<https://www.eia.gov/petroleum/gasdiesel/>

Effective 1/1/2020

Diesel Price per gallon	Surcharge	Diesel Price per gallon	Surcharge
\$1.15 - \$1.19	0.50%	\$3.60 - \$3.64	25.00%
\$1.20 - \$1.24	1.00%	\$3.65 - \$3.69	25.50%
\$1.25 - \$1.29	1.50%	\$3.70 - \$3.74	26.00%
\$1.30 - \$1.34	2.00%	\$3.75 - \$3.79	26.50%
\$1.35 - \$1.39	2.50%	\$3.80 - \$3.84	27.00%
\$1.40 - \$1.44	3.00%	\$3.85 - \$3.89	27.50%
\$1.45 - \$1.49	3.50%	\$3.90 - \$3.94	28.00%
\$1.50 - \$1.54	4.00%	\$3.95 - \$3.99	28.50%
\$1.55 - \$1.59	4.50%	\$4.00 - \$4.04	29.00%
\$1.60 - \$1.64	5.00%	\$4.05 - \$4.09	29.50%
\$1.65 - \$1.69	5.50%	\$4.10 - \$4.14	30.00%
\$1.70 - \$1.74	6.00%	\$4.15 - \$4.19	30.50%
\$1.75 - \$1.79	6.50%	\$4.20 - \$4.24	31.00%
\$1.80 - \$1.84	7.00%	\$4.25 - \$4.29	31.50%
\$1.85 - \$1.89	7.50%	\$4.30 - \$4.34	32.00%
\$1.90 - \$1.94	8.00%	\$4.35 - \$4.39	32.50%
\$1.95 - \$1.99	8.50%	\$4.40 - \$4.44	33.00%
\$2.00 - \$2.04	9.00%	\$4.45 - \$4.49	33.50%
\$2.05 - \$2.09	9.50%	\$4.50 - \$4.54	34.00%
\$2.10 - \$2.14	10.00%	\$4.55 - \$4.59	34.50%
\$2.15 - \$2.19	10.50%	\$4.60 - \$4.64	35.00%
\$2.20 - \$2.24	11.00%	\$4.65 - \$4.69	35.50%
\$2.25 - \$2.29	11.50%	\$4.70 - \$4.74	36.00%
\$2.30 - \$2.34	12.00%	\$4.75 - \$4.79	36.50%
\$2.35 - \$2.39	12.50%	\$4.80 - \$4.84	37.00%
\$2.40 - \$2.44	13.00%	\$4.85 - \$4.89	37.50%
\$2.45 - \$2.49	13.50%	\$4.90 - \$4.94	38.00%
\$2.50 - \$2.54	14.00%	\$4.95 - \$4.99	38.50%
\$2.55 - \$2.59	14.50%	\$5.00 - \$5.04	39.00%
\$2.60 - \$2.64	15.00%	\$5.05 - \$5.09	39.50%
\$2.65 - \$2.69	15.50%	\$5.10 - \$5.14	40.00%
\$2.70 - \$2.74	16.00%	\$5.15 - \$5.19	40.50%
\$2.75 - \$2.79	16.50%	\$5.20 - \$5.24	41.00%
\$2.80 - \$2.84	17.00%	\$5.25 - \$5.29	41.50%
\$2.85 - \$2.89	17.50%	\$5.30 - \$5.34	42.00%
\$2.90 - \$2.94	18.00%	\$5.35 - \$5.39	42.50%
\$2.95 - \$2.99	18.50%	\$5.40 - \$5.44	43.00%
\$3.00 - \$3.04	19.00%	\$5.45 - \$5.49	43.50%
\$3.05 - \$3.09	19.50%	\$5.50 - \$5.54	44.00%
\$3.10 - \$3.14	20.00%	\$5.55 - \$5.59	44.50%
\$3.15 - \$3.19	20.50%	\$5.60 - \$5.64	45.00%
\$3.20 - \$3.24	21.00%	\$5.65 - \$5.69	45.50%
\$3.25 - \$3.29	21.50%	\$5.70 - \$5.74	46.00%
\$3.30 - \$3.34	22.00%	\$5.75 - \$5.79	46.50%
\$3.35 - \$3.39	22.50%	\$5.80 - \$5.84	47.00%
\$3.40 - \$3.44	23.00%	\$5.85 - \$5.89	47.50%
\$3.45 - \$3.49	23.50%	\$5.90 - \$5.94	48.00%
\$3.50 - \$3.54	24.00%	\$5.95 - \$5.99	48.50%
\$3.55 - \$3.59	24.50%	\$6.00 - \$6.04	49.00%

baseline

1
2 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**
3

4 **This Contract** is between **Morrow County**, a political subdivision of the State of Oregon, hereafter called
5 **County**, and Andy Ashbeck Trucking LLC, hereafter called **Contractor**. County's Contract Administrator
6 for this contract is Matt Scrivner, Public Works Director.
7

8 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been signed
9 by every party hereto. Unless earlier terminated or extended, this Contract shall expire three years from
10 execution of this agreement. Expiration shall not extinguish or prejudice County's right to enforce this
11 Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor
12 performance that has not been cured.
13

14 **2. Statement of Work.** This contract is for trucking services. The statement of work (the "Work") including
15 the delivery schedule for the Work will be agreed upon on a project by project basis. Contractor agrees to
16 adhere to all State and Federal rules, regulations, and laws pertaining to any particular project, including, but
17 not limited to, BOLI. Contractor further agrees to perform the Work in accordance with the terms and
18 conditions of this Contract.
19

20 **3. Consideration**

21 a. County agrees to pay Contractor the hourly rates as set forth in Contractor's Fee Schedule, herein attached
22 as Exhibit A, for accomplishing the Work required by the various Scopes of Work generated under this
23 Contract. The maximum, not-to-exceed compensation payable to Contractor under this Contract shall be
24 determined on a project by project basis and included in the Scopes of Work to be developed on a project
25 by project basis. Contractor and County agree a written Scope of Work will be approved and signed by
26 County and Contractor prior to start of each project for work required under this Contract.
27

28 **4. Contract Documents.** This contract consists of this Contract with all attached exhibits. All attached Exhibits
29 are hereby incorporated by reference.
30

31 **5. Independent Contractor; Responsibility for Taxes and Withholding**

32 a. Contractor shall perform required Work as an independent contractor. Although County reserves the right
33 (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the
34 quality of the completed performance, County cannot and will not control the means or manner of
35 Contractor's performance. Contractor is responsible for determining the appropriate means and manner of
36 performing the Work.

37 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,
38 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed under
39 this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or
40 regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's activities
41 under this Contract. Contractor is not an "officer", "employee", or "agent" of County, as those terms is used
42 in ORS 30.265.

43 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid
44 to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not
45 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax
46 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'
47 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a
48 self-employed individual.
49

50 **6. Subcontracts and Assignment; Successors and Assigns.**

51 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or
52 transfer any of its interest in this Contract, without County's prior written consent. In addition to any other
53 provisions County may require, Contractor shall include in any permitted subcontract under this Contract a
54 requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as if the
55 subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any
56 of its duties or obligations under this Contract.

57 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto,
58 and their respective successors and assigns, if any.
59

60 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only
61 parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to
62 give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third
63 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms
64 of this Contract.
65

66 **8. Funds Available and Authorized**

67 a. Contractor shall not be compensated for work performed under this contract by any other County or
68 department of the State of Oregon. County has sufficient funds currently available and authorized for
69 expenditure to finance the costs of this Contract.

70 b. County will only pay for completed work that is accepted by County.
71

72 **9. Representations and Warranties**

73 **a. Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1)
74 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when
75 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with
76 its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in
77 accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of
78 this Contract, be qualified, professionally competent, and duly license to perform the Work.

79 **b. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any
80 other warranties provided.
81

82 **10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work
83 Product") are the exclusive property of County. County and Contractor intend that such Work Product be
84 deemed "works made for hire" of which **County** shall be deemed the author. If for any reason the Work Product
85 is not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in
86 and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any
87 other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and
88 instruments as County may reasonably request in order to fully vest such right in County. Contractor forever
89 waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of
90 approval, restriction or limitation on use or subsequent modifications.
91

92 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the County, their officers,
93 employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses
94 of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers,
95 employees, subcontractors, or agents under this Contract.
96

97 **12. Insurance.** Contractor shall provide insurance as required by State law and provide proof of said insurance
98 to the Morrow County Public Works Department on an annual basis.

100 **13. Termination.**

101 **a. Parties Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual
102 written consent of the parties.

103 **b. County’s Right to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract,
104 in whole or in part, upon thirty (30) days notice to Contractor.

105 **c. Parties Right to Terminate due to uncured Breach.** This Contract may be terminated at any time by
106 either party should a material breach by the other party remain uncured thirty (30) days after submission of
107 written notice being provided of the breach thereof, or a shorter period of time as may be specified within this
108 Contract or within the applicable Schedule provided to the Contractor by the County.

109 **d. Remedies**

110 In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum
111 designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County,
112 less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to
113 Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County
114 upon demand.

115 **e. Contractor’s Tender Upon Termination.** Upon receiving a notice of termination of this Contract,
116 Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise
117 in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all
118 documents, information, works-in-progress and other property that are or would be deliverables had the Contract
119 been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents,
120 research or objects or other tangible things needed to complete the Work.

121
122 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**
123 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,**
124 **CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES**
125 **OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN**
126 **ACCORDANCE WITH ITS TERMS.**

127
128 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in
129 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records
130 pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor
131 acknowledges and agrees that County and the Oregon Secretary of State's Office and the federal government and
132 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers,
133 plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make
134 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,
135 papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable
136 law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or
137 litigation arising out of or related to this Contract, whichever date is later.

138
139 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations,
140 executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of
141 the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V
142 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all
143 regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable
144 requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County’s
145 performance under this Contract is conditioned upon Contractor’s compliance with the provisions of ORS 279.312,
146 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

148 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,
149 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation
150 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal
151 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.
152

153 **18. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by
154 fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable
155 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or
156 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this
157 contract.
158

159 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for
160 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.
161

162 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.
163

164 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties
165 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the
166 same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this
167 Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section
168 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after
169 mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the
170 transmission is generated by the transmitting machine. To be effective against County, such facsimile
171 transmission must be confirmed by telephone notice to County's Contract Administrator. Any communication
172 or notice by personal delivery shall be deemed to be given when actually delivered.
173

174 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of
175 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions
176 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the
177 contract did not contain the particular term or provision held to be invalid.
178

179 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together
180 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the
181 same counterpart. Each copy of the Contract so executed shall constitute an original.
182

183 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number
184 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR
185 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used
186 for the administration of state, federal and local tax laws.
187

188 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in
189 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action,
190 suit or proceeding (collectively, "Claim") between County (and/or any other County or department of the State of
191 Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and
192 exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a Claim
193 must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United
194 States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT,
195 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
196

197 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the
198 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified
199 herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind
200 either party unless in writing and signed by both parties and all necessary State approvals have been obtained.
201 Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for
202 the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute
203 a waiver by County of that or any other provision.
204

205 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**
206 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND**
207 **BY ITS TERMS AND CONDITIONS.**
208

209
210 **CONTRACTOR**
211 **ANDY ASHBECK TRUCKING LLC**

212 By: Andy Ashbeck Title: Owner Date: 6/9/2020
213
214 Facsimile number: _____ Phone number: 541-376-8449
215
216 Address: 10942 S Little Butter Creek Rd Echo, OR 97826
217
218

219
220 **COUNTY**
221 **MORROW COUNTY BOARD OF COMMISSIONERS**

222 Date: _____
223
224 _____
225 Melissa Lindsay, Chair
226
227 _____
228 Don Russell, Commissioner
229
230 _____
231 Jim Doherty, Commissioner
232

233 APPROVED AS TO FORM:
234
235
236
237 _____
238
239 County Counsel
240

241
242
243

Exhibit A

Dump Truck	\$90.00 Per Hour
Truck and Pup	\$110.00 Per Hour
Belly Dump	\$105.00 Per Hour
Lowboy	\$115.00 Per Hour
Tilt Deck	\$90.00 Per Hour
Water Truck	\$90.00 per Hour

244
245



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

(For BOC Use)
Item #
66

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

Presenter at BOC: Greg Close
Department: parks
Short Title of Agenda Item: Landing Kitchen
(No acronyms please)

Date submitted to reviewers: March 9 2022
Requested Agenda Date: March 16 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: off road trails and treats
Contractor/Entity Address:
Effective Dates - From: 2022 Through: 2023 season
Total Contract Amount: 10% of gross Budget Line: 238-300-3-40-4330
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Eric Imes via email 3-9-22 Department Director Required for all BOC meetings
[Signature] 3/14/22 Administrator Required for all BOC meetings
J. Nelson via email 3-8-22 County Counsel *Required for all legal documents
K. Knop via email 2-16-22 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)

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

This is the same contract we had last year at the end of the season, at that time we made the decision to see if they could make it work and go into a two year contract. It worked very well. off road trails and treats would like to come back for the two year contract.

2. FISCAL IMPACT:

this is a revenue for the parks as also a draw to the main campground.

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

Parks would like to see the Board of Commissioners to make a motion to accept the contract between off road trails and treats and Morrow Grant county Parks

Attach additional background documentation as needed.

Morrow Co Parks Manager

From: Kate Knop
Sent: Wednesday, February 16, 2022 7:34 AM
To: Morrow Co Parks Manager; Justin Nelson; Darrell Green; Eric Imes
Subject: RE: landing kitchen

Hi Greg,

I don't have any concerns.

Kate Knop

Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us



From: Morrow Co Parks Manager
Sent: Tuesday, February 15, 2022 4:36 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Eric Imes <eimes@co.morrow.or.us>
Subject: landing kitchen

Justin and Kate
Same as last year except closing date is two years
Let me know if this works for you

Greg Close
Morrow County Parks
Operations Manager
Phone: 541-240-1741
Email: mcparksmgr@co.morrow.or.us

Morrow Co Parks Manager

From: Justin Nelson
Sent: Tuesday, March 8, 2022 8:33 AM
To: Morrow Co Parks Manager; Darrell Green; Eric Imes
Subject: RE: landing kitchen
Attachments: 2022 Concessionaire contract.docx; Exhibit A.pdf; Exhibit B.pdf

Greg,

Attached is the updated agreement with the Exhibits attached as separate PDF's. Somehow when you saved/did a OCR on the prior agreement it changed a lot of the formatting for Exhibit B. This is a cleaner version to work with. If it works for you then I think it is set to go before BoC.

-Justin

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Justin Nelson
Sent: Monday, March 7, 2022 3:43 PM
To: Morrow Co Parks Manager <mcparksmgr@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Eric Imes <eimes@co.morrow.or.us>
Subject: RE: landing kitchen

Attached is the updated version of contract. We have issues with the Exhibits you sent in the original document. You will see that Exhibit B and others seemed to have not copied over correctly or something. We need to work on getting each exhibit into its own PDF document, not attached as a word document.

-Justin

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660

1 **MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT**
2 **The Landing Lodge Kitchen at Morrow/Grant County Off-Highway Vehicle Park**
3

4 **This Contract** is between Morrow County, a political subdivision of the State of Oregon,
5 hereafter called **County**, and Off-Road Trails & Treats (Linda Tagg and Kellie French, co-
6 owners), hereafter called **Contractor**. County's Contract Administrator for this contract is the
7 Morrow County Public Works Director.
8

9 **1. Effective Date and Duration.** This contract shall become effective on the date at which
10 this Contract has been signed by every party hereto. Unless earlier terminated or
11 extended, this Contract shall expire when County closes for the 2023 season. The
12 specific dates of Park closing shall be determined by the County, depending upon the
13 weather, the hunting season schedules, and the days upon which weekends occur.
14 Expiration shall not extinguish or prejudice County's right to enforce this Contract with
15 respect to any breach of a Contractor warranty; or any default or defect in Contractor
16 performance that has not been cured. The contract may be extended based upon mutual
17 agreement of both County and Contractor.
18

19 **2. Statement of Work.**

20 a. Contractor agrees to perform the Work in accordance with the terms and
21 conditions of the attached, The Landing Lodge Kitchen Request for Proposals,
22 (Exhibit A), and Contractor's response to Request for Proposal (Exhibit B).
23

24 **3. Consideration**

25 a. County will receive from Contractor 10% (ten percent) of the gross sales for
26 accomplishing the Work as described in Section 2, Statement of Work.
27

28 **4. Contract Documents.** This contract consists of this Contract and attached Scope of
29 Work, cleaning specifications, complete RFP from Contractor, menu and operating hours
30 supplied by Contractor (Exhibits A and B). All attached Exhibits are hereby incorporated
31 by reference.
32

33 **5. Independent Contractor; Responsibility for Taxes and Withholding**

34 a. Contractor shall perform required Work as an independent Contractor. The
35 delivery and hourly schedule for the Work to be performed as described in
36 Exhibits A and B shall not be amended unless jointly agreed, in writing, by both
37 parties.
38 b. If Contractor is currently performing Work for County, the State of Oregon or the
39 federal government, Contractor by signature to this Contract declares and certifies
40 that: Contractor's work to be performed under this Contract creates no potential
41 or actual conflict of interest as defined by Oregon Revised Statute (ORS) and that
42 no rules or regulations of Contractor's employing entity (County, state or federal)
43 would prohibit Contractor's activities under this Contract. Contractor is not an
44 "officer," "employee," or "agent" of the County, as those terms are used in ORS
45 30.265.

- 46 c. Contractor shall be responsible for all federal or state taxes applicable to
47 compensation or payments paid to Contractor under this Contract and, unless
48 Contractor is subject to backup withholding, County will not withhold from such
49 compensation or payments any amount(s) to cover Contractor's federal or state
50 tax obligations. Contractor is not eligible for any Social Security, unemployment
51 insurance or workers' compensation benefits from compensation or payments paid
52 to Contractor under this Contract, except as a self-employed individual.
53

54 **6. Subcontracts and Assignment; Successors and Assigns.**

- 55 a. Contractor shall not enter into any subcontracts for any of the Work required by
56 this Contract, or assign or transfer any of its interest in this Contract, without
57 County's prior written consent. In addition to any other provisions County may
58 require, Contractor shall include in any permitted subcontract under this Contract
59 a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of
60 this Contract as if the subcontractor were the Contractor. County's consent to any
61 subcontract shall not relieve Contractor of any of its duties or obligations under
62 this Contract. If so granted, the County shall be sent a full copy of any contract
63 entered into by Contractor.
64 b. The provisions of this contract shall be binding upon and shall inure to the benefit
65 of the parties hereto, and their respective successors and assigns, if any.
66

67 **7. No Third-Party Beneficiaries.** County and Contractor are the only parties to this
68 Contract and are the only parties entitled to enforce its terms. Nothing in this Contract
69 gives, is intended to give, or shall be construed to give or provide, any benefit or right,
70 whether directly, indirectly or otherwise, to third persons unless such third persons are
71 individually identified by name herein and expressly described as intended beneficiaries
72 of the terms of this Contract.
73

74 **8. Representations and Warranties**

- 75 a. **Contractor's Representations and Warranties.** Contractor represents and
76 warrants to County that (1.) Contractor has the power and authority to enter into
77 and perform this Contract; (2.) this Contract, when executed and delivered, shall
78 be a valid and binding obligation of Contractor, enforceable in accordance with its
79 terms; (3.) the Work under this Contract shall be performed in a good and
80 workmanlike manner and in accordance with the highest professional standards;
81 (4.) Contractor shall, at all times during the term of this Contract, be qualified,
82 professionally competent, and duly license to perform the Work.
83 b. **Warranties Cumulative.** The warranties set forth in this section are in addition
84 to, and not in lieu of, any other warranties provided.
85

86 **9. Ownership of Work Product, Social Media Accounts, Facility Name**

- 87 a. **Work Product:** Contractor hereby irrevocably assigns all of its right, title, and
88 interest in and to, any and all interest arising from copyright, patent, trademark, or
89 any other state or federal intellectual property law or doctrine related to The
90 Landing Lodge, it's image or likeness, its name, or reputation. Contractor's
91 recipes, trade practices, techniques, and procedures have been developed by

92 Contractor prior to commencement of this Contract, and shall not become
93 property of the County.

94 b. **Social Media:** All social media, electronic or digital content and or advertisement
95 used by Contractor during Contractor's performance of the Work that utilizes
96 trademarks, name or names (in particular the names "The Landing," and "The
97 Landing Lodge") owned or associated with County shall be conducted in a good
98 faith manner, and shall at all times represent The Landing in a professional
99 manner. Administrative rights to any and all social media, electronic or digital
100 content and or advertisement that utilize trademarks, name or names (in particular
101 the names "The Landing," and "The Landing Lodge") owned or associated to
102 County shall be provided to the Morrow County Public Works Department by
103 Contractor. At termination of Contract, all social media or digital media must be
104 discontinued and turned over to County with all exclusive administrative rights.
105 Social media as described in this section includes, but is not limited to, the
106 Facebook page "The Landing Lodge."

107 c. **Facility Name:** County has sole ownership of facility names: The Landing
108 Lodge and The Landing. Upon termination of this Contract, Contractor shall
109 cease use of the name and terms "The Landing Lodge" and "The Landing."
110

111 **10. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of
112 Oregon and County, their officers, employees, and agents, from and against all claims,
113 suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever
114 resulting from, arising out of, or relating to the activities of Contractor or its officers,
115 employees, subcontractors, or agents under this Contract. All advertising will be done at
116 Contractor's expense. All use of trademarks, name or names owned or associated to
117 Morrow County and/or Grant County in any form of advertisement, social media and/or
118 digital media must have written permission from County.
119

120 **11. Insurance.** Contractor shall provide insurance as required by State law, and as stated in
121 Exhibit A and B.
122

123 **12. Termination**

124 a. **Parties Right to Terminate for Convenience.** This Contract may be terminated
125 at any time by mutual written consent of the parties, or with the terminating party
126 providing 14 days' written notice to the other party. Contractor may terminate
127 contract at any time by providing 30 days' written notice to County. County may
128 terminate contract at any time by providing 21 days' written notice to Contractor.
129 County may terminate at any time by providing two days' written notice to
130 Contractor if Contractor is not complying with the terms of this agreement.

131 b. **Remedies.** In the event of termination pursuant to Sections 12, Contractor's sole
132 remedy shall be a claim for the sum designated for accomplishing the Work
133 multiplied by the percentage of Work completed and accepted by County, less
134 previous amounts paid and any claim(s) which state has against Contractor. If
135 previous amounts paid to Contractor exceed the amount due to Contractor under
136 this subsection, Contractor shall pay any excess to County upon demand.

137 c. **Contractor's Tender Upon Termination.** Upon receiving a notice of
138 termination of this Contract, Contractor shall immediately cease all activities
139 under this Contract, unless County expressly directs otherwise in such notice of
140 termination. Upon termination of this Contract, Contractor shall deliver to
141 County all documents, information, works-in-progress and other property that are
142 or would be deliverables had the Contract been completed. Upon County request,
143 Contractor shall surrender to anyone County designates, all documents, research
144 or objects or other tangible things needed to complete the Work. As specified in
145 Section 10, Contractor shall cease use of social media sites for The Landing
146 Lodge and The Landing and transfer those to County. Contractor shall also cease
147 use of the term, logo, or designation of The Landing Lodge and/or The Landing.
148

149 **13. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR
150 RELATED TO SECTIONS 13. (e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE
151 FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL
152 DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT
153 ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN
154 ACCORDANCE WITH ITS TERMS.
155

156 **14. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to
157 this Contract in accordance with generally accepted accounting principles. In addition,
158 Contractor shall maintain any other records pertinent to this Contract in such a manner as
159 to clearly document Contractor's performance. Contractor shall retain and keep
160 accessible all fiscal records, books, documents, papers, and writings for such a time and
161 in such a manner as to comply with all federal, state, and local laws. Contractor
162 acknowledges and agrees that County shall have access to sale records and documents
163 related to calculation of consideration in Section 3, to perform examinations and audits
164 and make excerpts and transcripts. It is agreed and understood by both parties that access
165 and review of records is necessary to audit compliance of Section 3 of this Contract.
166

167 **15. Compliance with Applicable Law.** Contractor shall comply with all federal, state and
168 local laws, regulations, executive orders and ordinances applicable to the Work under this
169 Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to
170 comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation
171 Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all
172 regulations and administrative rules established pursuant to the foregoing laws; and (v)
173 all other applicable requirements of federal and state civil rights and rehabilitation
174 statutes, rules and regulations. County's performance under this Contract is conditioned
175 upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316,
176 279.320, and 279.555, which are incorporated by reference herein.
177

178 **16. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or
179 default caused by fire, riot, acts of God, or war where such cause was beyond,
180 respectively, County's or Contractor's reasonable control. Contractor shall, however,
181 make all reasonable efforts to remove or eliminate such a cause of delay or default and

182 shall, upon the cessation of the cause, diligently pursue performance of its obligations
183 under this Contract.
184

185 **17. Notice.** Except as otherwise expressly provided in this Contract, any communication
186 between the parties hereto or notices to be given hereunder shall be given in writing by
187 personal delivery, facsimile, electronic communication (with delivery confirmation and
188 read receipt), or certified mail, to Contractor or County at the address or number set forth
189 below of this Contract, or to such other addresses or numbers as either party may
190 hereafter indicate in this agreement. Any communication or notice so addressed and
191 mailed shall be deemed to be given five days after mailing. Any communication or
192 notice delivered by facsimile shall be deemed to be given when receipt of the
193 transmission is generated by the transmitting machine. To be effective against County,
194 such facsimile transmission must be confirmed by telephone notice to County's Contract
195 Administrator. Any communication or notice by personal delivery shall be deemed to be
196 given when actually delivered. Communication received through electronic
197 communication shall require a response from the other party to be deemed received.
198

199 **18. Severability.** The parties agree that if any term or provision of this Contract is declared
200 by a court of competent jurisdiction to be illegal or in conflict with any law, the validity
201 of the remaining terms and provisions shall not be affected, and the rights and obligations
202 of the parties shall be construed and enforced as if the Contract did not contain the
203 particular term or provision held to be invalid.
204

205 **19. Counterparts.** This Contract may be executed in several counterparts, all of which when
206 taken together shall constitute one agreement binding on all parties, notwithstanding that
207 all parties are not signatories to the same counterpart. Each copy of the Contract so
208 executed shall constitute an original.
209

210 **20. Disclosure of Social Security Number.** Contractor must provide Contractor's Social
211 Security Number unless Contractor provides a Federal Tax Identification Number. This
212 number is requested pursuant to ORS 305.385, Oregon Administrative Rules (OAR) 125-
213 20-410(3) and OAR 150-305.100. Social Security Numbers provided pursuant to this
214 authority will be used for the administration of state, federal and local tax laws.
215

216 **21. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by
217 and construed in accordance with the laws of the State of Oregon without regard to
218 principles of conflicts of law. Any claim, action, suit or proceeding (collectively,
219 "Claim") between County (and/or any other County or department of the State of
220 Oregon) and Contractor that arises from or relates to this Contract shall be brought and
221 conducted solely and exclusively within the Circuit Court of Morrow County for the
222 State of Oregon; provided, however, if a Claim must be brought in a federal forum, then
223 it shall be brought and conducted solely and exclusively within the United States District
224 Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS
225 CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF
226 SAID COURTS.
227

228 **22. Merger.** This Contract and attached Exhibits constitute the entire agreement between the
229 parties on the subject matter hereof. There are no understandings, agreements, or
230 representations, oral or written, not specified herein regarding this Contract. No waiver,
231 consent, modification or change of terms of this Contract shall bind either party unless in
232 writing and signed by both parties and all necessary state approvals have been obtained.
233 Such waiver, consent, modification or change, if made, shall be effective only in the
234 specific instance and for the specific purpose given. The failure of County to enforce any
235 provision of this Contract shall not constitute a waiver by County of that or any other
236 provision.

237
238 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY**
239 **ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT,**
240 **UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND**
241 **CONDITIONS.**

242
243 **CONTRACTOR DATA AND CERTIFICATION**

244
245 **Name (tax filing):** _____

246
247 **Address:** _____

248
249 **Citizenship, if applicable:** Non-resident alien Yes No

250
251 **Business Designation (check one):**

252
253 Corporation Partnership Limited Partnership

254
255 Limited Liability Company Limited Liability Partnership

256
257 Sole Proprietorship Other: _____

258
259 **Federal Tax ID#** _____ **or SSN** _____

260
261 Above payment information must be provided prior to contract approval. This information will
262 be reported to the Internal Revenue Service (IRS) under the name and Taxpayer ID Number
263 submitted. (See IRS 1099 for additional instructions regarding Taxpayer ID Numbers.)
264 Information not matching IRS records could subject Contractor to 31% backup withholding.

265
266 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under
267 penalty of perjury: (a) the number shown on this form is Contractor's correct Taxpayer
268 Identification; (b) Contractor is not subject to backup withholding because (i) Contractor is
269 exempt from backup withholding; (ii) Contractor has not been notified by the IRS that
270 Contractor is subject to backup withholding as a result of a failure to report all interest or
271 dividends; or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup
272 withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and
273 knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge,

274 Contractor is not in violation of any Oregon tax laws; (d) Contractor is an independent
275 Contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

276 **CONTRACTOR**

277

278 By: _____ Title: _____ Date: _____
279 Linda Tagg

280

281 Email address: _____ Phone number: _____

282

283

284 By: _____ Title: _____ Date: _____
285 Kellie French

286

287 Email address: _____ Phone number: _____

288

289

290

291 **MORROW COUNTY BOARD OF COMMISSIONERS**

292

Date: _____

293

294

295

296

297

298

299

300

301

302

303

304

Jim Doherty, Chair

Melissa Lindsay, Commissioner

Don Russell, Commissioner

REQUEST FOR PROPOSALS

FOR

Contractor to operate OHV Landing Kitchen

FOR

MORROW COUNTY – PUBLIC WORKS PROJECTS

MORROW COUNTY

365 W Hwy 74
P.O. Box 428
Lexington, Oregon 97839
(541) 989-9500

August 2021

Exhibit A - 2

TABLE OF CONTENTS

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Exhibit A - 3

INTRODUCTION

Morrow County, hereinafter known as the County, is seeking the services of a qualified contractor to provide food preparation services for the Morrow County Off-Highway Vehicle Park Landing Lodge kitchen (approximately 33 miles southwest of Heppner, Oregon, on Highway 207) to provide service for the season. The contract is anticipated to start September 1, 2021 and end around November 15, 2021. The contract may be extended by agreement of both parties at the end of each season. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

Section 1: RFP Submittal and Closing Date

Six copies of the RFP must be received no later than 4:00 p.m. local time on Thursday, August 25, 2021 may not exceed 25 pages. Neither late nor faxed submittals will be acceptable. Contractors submitting RFPs not in compliance with Section 4 will be considered non-responsive. RFPs must be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-9500

Section 2: Inquiries

2.1 Questions that arise prior to the RFP deadline shall be addressed to the following:

Morrow County
Attn: Sandi Pointer
P.O. Box 428
365 W Hwy 74
Lexington, OR 97839
(541) 989-9500

2.2 Contractors shall submit questions in writing to Sandi Pointer no later than TWO days prior to the submittal date. Substantive questions and answers will be provided to all RFP recipients.

Exhibit A - 4

Section 3: The Landing Kitchen Policy Scope of Work

Mission Statement for The Landing at Morrow/Grant County OHV Park

The purpose of The Landing is to provide a welcoming environment for the OHV Park guests. The Landing is a place where patrons may gather to relax, visit or to enjoy a meal offered with top service. This experience should enhance the visit for guests staying at the Park.

The Landing Kitchen Policy Scope of Work

- 1) The contractor is required to provide food service to the public as per the agreement. The contractor will be identified as the Park's food service provider and shall follow all food sanitation rules and regulations, including providing all necessary permits and licenses. One full hook-up (power, water, sewer) RV campsite will be provided if necessary.
- 2) At a minimum, proposals must provide a menu for four (4) days per week (must include food service on Thursday, Friday, Saturday, and Sunday) and all holidays during the season.
- 3) The contractor will be required to provide a business plan that will include hours of operation, months of operation and a menu. This plan must be mutually agreed on by the Park's manager, the Public Works Director and the contractor.
- 4) The contractor will provide proof of insurance listing The County as additional insured with a minimum of General Liability of \$1,000,000 and a Workers Compensation policy with a minimum of \$1,000,000.
- 5) The contractor will submit a monthly statement showing the gross income of the services provided through this contract. Statement must show a detailed list of all sales.
- 6) As part of this agreement and based on the above monthly statements, the contractor will pay the County 10% of the monthly gross income. Payment shall be made out to Morrow County OHV Park, paid by the 15th of the following month, and delivered to the Morrow County Public Works Department.
- 7) The County may renew this contract every year without seeking outside proposals. This will occur if both parties are satisfied with the existing conditions of the agreement. The contractor and the County will review the agreement on or before August 31st each year to aid in effective changes prior to seeking other proposals.

Other duties of the contractor include but are not limited to:

- Be knowledgeable regarding Park rules and regulations.
- Be observant and responsible for conditions or situations occurring in The Landing that would require immediate attention.
- Be aware that you are a visible representative of the County and the Park, even though you are not a County employee and are acting solely as a contractor. Contractor and employees shall be neat and clean in appearance and shall conduct themselves in a

Exhibit A - 5

manner which is appropriate for persons in public service. They shall also be courteous, efficient and helpful to everyone in their work and shall do the best job possible on every assignment.

- Be responsible for the cleanliness of the facility. Maintain a sanitary environment by daily cleaning of the kitchen, dining hall and restrooms, checking that dispensers are full of paper products and/or soap.

Additional Notes/Requirements:

- All social media, electronic or digital content and or advertisement used by Contractor during Contractor's performance of the work that utilizes trademarks, name or names (in particular the name "The Landing" and "The Landing Lodge") owned or associated with County shall be conducted in a good faith manner, and shall at all times represent The Landing in a professional manner. Administrative rights to any and all social media, electronic or digital content and or advertisement that utilize trademarks, name or names (in particular the name "The Landing" and "The Landing Lodge") owned or associated to County shall be provided to the Morrow County Public Works Department by Contractor. At termination of contract, all social media or digital media must be discontinued and turned over to County with all exclusive administrative rights. Social media as described in this section includes, but is not limited to, the Facebook page "The Landing Lodge."
- County has sole ownership of facility names: The Landing Lodge and The Landing. Upon termination of this contract, Contractor shall cease use of the name and terms "The Landing Lodge" and "The Landing."
- Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. All advertising will be done at Contractor's expense. All use of trademarks, name or names owned or associated to Morrow County and/or Grant County in any form of advertisement, social media and/or digital media must have written permission from County.
- Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor shall retain and keep accessible all fiscal records, books, documents, papers, and writings for such a time and in such a manner as to comply with all federal, state, and local laws. Contractor acknowledges and agrees that County shall have access to sale records and documents related to calculation of the fee paid to Contractor.

Section 4: RFP Content Requirements

4.0 Contractors Capabilities/Experience/References

Outline the Contractor's capabilities and experience with regard to the requested services. The response shall address the following:

Exhibit A - 6

- A. Experience with similar services. Provide references.
- B. Equipment available if any.
- C. Operating hours. Minimum four (4) days per week
 - 1. Days of operation to include Thursday, Friday, Saturday, Sunday and all holidays and special events during the season.
- D. Menu: Provide a detailed menu of items to be offered
 - 1. Menu shall include service times for each selection being offered in menu

4.1 Project Team

Outline the contractor's personnel who would work with the contractor. The response shall address the following:

- A. Identify primary contact person for the duration of the contract.
 - 1. Extent of principal involvement
- B. Names of key members who will be performing the work and their responsibilities. Unless otherwise agreed, the successful respondent shall be responsible for the performance of any subcontractor. The contractor will ensure that any subcontractors abide by all terms and condition/s of the contract.
- C. Certificate of Insurance: Commercial liability insurance of a minimum of \$1,000,000 and Workers' Compensation Insurance with a minimum of \$1,000,000 will need to be presented when the contract is awarded.
- D. Must have or obtain safety and food handlers licenses that will apply to the food sanitation rules and regulations.

4.2 Method of Approach

Outline the contractor's approach to working with the Parks Manager and the Public Works Director.

- A. The response shall include primary contact for communications, scheduling and/or issues that may arise during this contract.

Section 5: Proposal Evaluation and Contractor Selection

5.1 Evaluation Process

Statements of Proposals submitted on time will be reviewed against the Pass/Fail criteria. RFPs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria (listed below) and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (A) Notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (B) further steps to gather more information for further evaluation. The selection process may be canceled if the County determines it is in the public interest to do so.

Exhibit A - 7

5.2 Evaluation Criteria

Each proposal will be judged as a demonstration of the contractor's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Criteria	Maximum Score
A. Section 4.0: Contractor's Capabilities/Experience/References (Experiences/References, Equipment availability, Operating hours, Menu)	40
B. Section 4.1: Project Team	30
C. Section 4.2: Method of Approach	30
Total Maximum Score:	100

Section 6: General Information

- 6.1 The County may require any clarification or change it needs to understand submitted proposals.
- 6.2 The successful contractor must provide proof of Workers' Compensation Insurance covering work in Oregon. The successful contractor must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the personal services contract.
- 6.3 The County reserves the right to reject any or all proposals, and is not liable for any costs the contractor incurs while preparing or presenting the proposal.
- 6.4 The County reserves the right to cancel this RFP upon a good cause finding.
- 6.5 The County may award a contract to the contractor whose proposal, in the opinion of the County, would be most advantageous to the County.
- 6.6 The selected general contractor will be required to assume responsibility for all services outlined in the RFP, whether the contractor or a subcontractor produces them.

— ADVERTISEMENT —

REQUEST FOR PROPOSALS FOR
Contractor to operate OHV Landing Kitchen

Morrow-Grant County OHV Park - Morrow County, Oregon

Morrow County, Oregon, requests proposals for a qualified Contractor to operate OHV Landing Kitchen to provide food handling and preparation services for various events and regular season. Janitorial supplies and equipment are furnished. Contractor will need food inventory and appropriate food handlers' licenses. Contractors submitting proposals shall be considered based upon the following general evaluation criteria:

1. Contractor's Capabilities/References, Equipment Availability, Operating Hours, Menu
2. Project Team
3. Method of Approach

Copies of the Request for Proposals may be obtained from Morrow County Public Works, P.O. Box 428, 365 W Hwy 74, Lexington, Oregon 97839, (541) 989-9500. Complete proposals will be accepted at the same address no later than 4:00 p.m., **Thursday August 25, 2021**. Any questions or concerns may be addressed to Sandi Pointer, spointer@co.morrow.or.us.

Exhibit B - 1

August 24, 2021

Mission statement for Off Road Trails & Treats

1. We are a women owned business. Owners are a mother, Linda L Tagg and daughter, Kellie Frech team, We each own 50% of the business with Linda having the final say.
2. We will be open Wednesday at Noon , Thursday thru Sunday we will open at 8am and close at 7pm or when the last customer is taken care of.
3. We will provide exceptional service and quality food. Our mission is " All off roaders are family even if we just met you.
4. WE will provide monthly payments of 10% of gross income by the 10th of every month. Attached with copies of the daily register tape. If more documentation is needed we will include that also.
5. Attached is our menu for this year. We will also be adding baked goods at we get more settled.
6. At the signing and acceptance of this bid we will provide proof of insurance of General Liability of \$1,000,000 & Workers Comp policy of the same amount.
7. We are anxious to get start and learn more about the park to be able to share with our customers. We are very vigilant as to keeping our environment clean at all time and ready for any inspections.
8. We will take care of all the equipment and supplies to the best of our ability.
9. Primary contact will be Linda L Tagg. 541-468-3331 or cell 503-440-9221

Experience and Abilities

Linda Tagg & Kellie Frech

Kellie has 6 year up to date owning and operating Service Creek Outfitters, Inc. We are both involved in the daily running of Service Creek. Kellie is in charge of the kitchen and dining room, ordering, scheduling staff, handling disputes, making all our bake goods and cooking.

Linda handles all reservations for the lodge, campground and tent sites, all employee, state and federal reporting, raft rentals, shuttle, scheduling drivers and delivery guys. Keeping calendars for all rentals and shuttles. Waiting tables and cooking as needed. I also have 20 year experience managing a Bank in Seaside, and Bend My husband and family operated a Fine Dining restaurant in Rocky Point Oregon for 3 years in the late 1990's.

We will be bringing with us a commercial mixes and an attached list of supplies & equipment.

References

Mary Ottson Sysco (food supplies) Known 7 years 541-379-1001

Kelly Hazen Hostess for Service Creek Lodge Known for 40 years 541-468-3337

Mike Smith Wheeler County Sheriff known 5 years 541-763-4101

Mike McNiece Friend & former employee known 11 years 541-370-5277

Linda L Tagg
8/24/21

Kellie Frech 8/24/21

Exhibit B - 2

List of Employees

Linda L Tagg

Kellie Frech

William Frech

Randy Tagg

Kelly Hazen

Roger Hazen

Cecil Pritchett

Logan Swartley

Exhibit B - 3

Supplies and Inventory

1

24 platters

24 red baskets

4 pc stainless steel pan set

Thermometers (4)

All in one computer

Printer/fax scan HP Office 8702

Spin Bucket and Mop

Commercial Mixer

Chef Knives

Peelers

3 food storage bins

Hot mitts

Metal grill spatulas

Scrapers

Wisks

Masher

Roaster

Exhibit B - 4



Food Handler Certificate of Completion

Logen Swartley

is recognized for successfully completing the
eFoodcard Food Handler Basics Course in
accordance with ORS 624.

This card must be shown to
a representative of the local
public health authority upon
request and is not transferable.

Valid throughout Oregon.

Certificate signifies completion
of the eFoodCard Oregon
course and has been issued by:

Food Safety Educators, LLC

Certificate Number: ORFC-2215688

Issued: 08/24/2021 Valid Through: 08/24/2024

John Comly
eFoodCard - John Comly



efoodcard.com • 888.243.0222

Employee Card

**Food Handler
Certificate of Completion**

Logen Swartley

is recognized for successfully completing
the eFoodcard Food Handler Basics Course.

Certificate Number: ORFC-2215688

Issued: 08/24/2021 Valid Through: 08/24/2024

John Comly
eFoodCard - John Comly

Certificate signifies completion of the eFoodCard Oregon course and has been issued by:
Food Safety Educators, LLC

efoodcard.com/or
888.243.0222

Employer Card

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Logen Swartley

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John Comly
eFoodCard - John Comly

Certificate signifies completion of the eFoodCard Oregon course and has been issued by:
Food Safety Educators, LLC

efoodcard.com/or
888.243.0222

Congratulations

You have successfully completed the eFoodcard Food Handler Basics Course. Cut cards along dotted lines. Provide one to your employer and keep one for your records. If you have questions, call **888.243.0222**.

Felicidades

Ha terminado con éxito el curso básico eFoodcard de manejador de alimentos. Corte las tarjetas a lo largo de las líneas punteadas. Dé una a su empleador y guarde la otra para sus registros escritos. Si tiene preguntas, llame al **888.243.0222**.

Health

WILLIAM FRECH

has successfully completed a foodhandlers
course in accordance with ORS624.
Valid Statewide.

Course: eFoodhandler Basic Food handler's

License: 202101944169 Expires: 08/23/2024

ORFOODHANDLERS.COM

Status: Open

Certificate Information for FRECH

Exhibit B **Health**

CECIL PRITCHETT

**has successfully completed a foodhandlers
course in accordance with ORS624.**

Valid Statewide.

eFoodhandler Basic Food handlers

Course:

2020c2141198

05-14-2023

License:

Expires:

ORFOOLHANDLERS.COM



Food Handler Certificate of Completion

Kellie Frech

is recognized for successfully completing the
eFoodcard Food Handler Basics Course in
accordance with ORS 624.

This card must be shown to
a representative of the local
public health authority upon
request and is not transferable.

Valid throughout Oregon.

Certificate signifies completion
of the eFoodCard Oregon
course and has been issued by:

Food Safety Educators, LLC

Certificate Number: ORFC-2214353

Issued: 08/24/2021 Valid Through: 08/24/2024

John Comly
eFoodCard - John Comly



efoodcard.com • 888.243.0222

Employer Card



**Food Handler
Certificate of Completion**

Kellie Frech

is recognized for successfully completing
the eFoodcard Food Handler Basics Course.

Certificate Number: ORFC-2214353

Issued: 08/24/2021 Valid Through: 08/24/2024

John Comly
eFoodCard - John Comly

Certificate signifies completion of the
eFoodCard Oregon course
and has been issued by:
Food Safety Educators, LLC

efoodcard.com/or
888.243.0222



Employee Card



**Food Handler
Certificate of Completion**

Kellie Frech

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the eFoodcard Food Handler Basics Course.

Certificate Number: ORFC-2214353

Issued: 08/24/2021 Valid Through: 08/24/2024

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Congratulations

You have successfully completed the eFoodcard Food Handler Basics Course. Cut cards along dotted lines. Provide one to your employer and keep one for your records. If you have questions, call **888.243.0222**.

Felicidades

Ha terminado con éxito el curso básico eFoodcard de manejador de alimentos. Corte las tarjetas a lo largo de las líneas punteadas. Dé una a su empleador y guarde la otra para sus registros escritos. Si tiene preguntas, llame al **888.243.0222**.



Food Handler Certificate of Completion

Roger Hazen

is recognized for successfully completing the
eFoodcard Food Handler Basics Course.

Certificate signifies completion
of the **ORFoodCard.com** course
and has been issued by:

Food Safety Educators, LLC
P.O. Box 1005
Saverton, Oregon 97131

Certificate Number **ORFC-1652752**

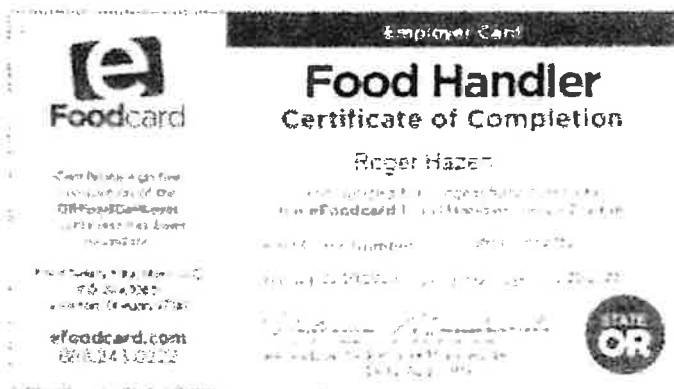
Issued: **02/20/2020** Valid Through: **02/20/2023**

Patricia Mandevilla

of Food Card - Oregon Min. Salary Duty Appointed



efoodcard.com • 888.243.0222



Congratulations

You have successfully completed the **eFoodcard** Food Handler Basics Course. Cut cards along dotted lines. Provide one to your employer and keep one for your records. If you have questions, call **888.243.0222**.

Felicidades

Ha terminado con éxito el curso básico **eFoodcard** de manejador de alimentos. Corte las tarjetas a lo largo de las líneas punteadas. Dé una a su empleador y guarde la otra para sus registros escritos. Si tiene preguntas, llame al **888.243.0222**

See More





FOOD HANDLER Certificate of Completion

Kelly Hazen

is recognized for successfully completing the
eFoodcard Food Handler Basics Course.

Certificate signifies completion
of the **ORFoodCard.com** course
and has been issued by:

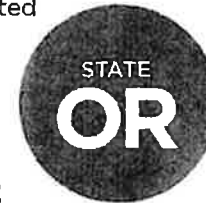
Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

Certificate Number: ORFC-1715485

Issued: 05/16/2020 Valid Through: 05/16/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville, Duly Appointed



efoodcard.com • 888.243.0222

Exhibit B - 9

Employer Card



**Food Handler
Certificate of Completion**

Kelly Hazen

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1715485

Issued: 05/16/2020 Valid Through: 05/16/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed



Certificate signifies completion of the **ORFoodCard.com** course and has been issued by:

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

efoodcard.com
888.243.0222

Employee Card



**Food Handler
Certificate of Completion**

Kelly Hazen

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1715485

Issued: 05/16/2020 Valid Through: 05/16/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed



Certificate signifies completion of the **ORFoodCard.com** course and has been issued by:

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

efoodcard.com
888.243.0222

Congratulations

Felicidades



Food Handler Certificate of Completion

LINDA TAGG

is recognized for successfully completing the
eFoodcard Food Handler Basics Course.

Certificate signifies completion
of the **ORFoodCard.com** course
and has been issued by:

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

Certificate Number: ORFC-1625178

Issued: 01/30/2020 Valid Through: 01/30/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville, Duly Appointed



efoodcard.com • 888.243.0222

Employer Card



Food Handler
Certificate of Completion

LINDA TAGG

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1625178

Issued: 01/30/2020 Valid Through: 01/30/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed



Certificate signifies completion of the **ORFoodCard.com** course and has been issued by:

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

efoodcard.com
888.243.0222

Employee Card



Food Handler
Certificate of Completion

LINDA TAGG

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1625178

Issued: 01/30/2020 Valid Through: 01/30/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed



Certificate signifies completion of the **ORFoodCard.com** course and has been issued by:

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

efoodcard.com
888.243.0222

Congratulations

You have successfully completed the **eFoodcard** Food Handler Basics Course. Cut cards along dotted lines. Provide one to your employer and keep one for your records. If you have questions, call **888.243.0222**.

Felicidades

Ha terminado con éxito el curso básico **eFoodcard** de manejador de alimentos. Corte las tarjetas a lo largo de las líneas punteadas. Dé una a su empleador y guarde la otra para sus registros escritos. Si tiene preguntas, llame al **888.243.0222**.

Exhibit B - 11



Food Handler Certificate of Completion

RANDY TAGG

is recognized for successfully completing the
eFoodcard Food Handler Basics Course.

Certificate signifies completion
of the **ORFoodCard.com** course
and has been issued by:

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

Certificate Number: ORFC-1625217

Issued: 01/30/2020 Valid Through: 01/30/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville, Duly Appointed



efoodcard.com • 888.243.0222

Employer Card

**Food Handler
Certificate of Completion**

RANDY TAGG

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1625217

Issued: 01/30/2020 Valid Through: 01/30/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

efoodcard.com
888.243.0222

Employee Card

**Food Handler
Certificate of Completion**

RANDY TAGG

is recognized for successfully completing
the **eFoodcard** Food Handler Basics Course.

Certificate Number: ORFC-1625217

Issued: 01/30/2020 Valid Through: 01/30/2023

Patricia Mandeville

eFoodCard - Patricia Mandeville,
Duly Appointed

Food Safety Educators, LLC
P.O. Box 1065
Silverton, Oregon 97381

efoodcard.com
888.243.0222

Congratulations

You have successfully completed the **eFoodcard** Food Handler Basics Course. Cut cards along dotted lines. Provide one to your employer and keep one for your records. If you have questions, call **888.243.0222**.

Felicidades

Ha terminado con éxito el curso básico **eFoodcard** de manejador de alimentos. Corte las tarjetas a lo largo de las líneas punteadas. Dé una a su empleador y guarde la otra para sus registros escritos. Si tiene preguntas, llame al **888.243.0222**.

OFF ROAD TRAILS & TREATS

OHV LANDING KITCHEN

BREAKFAST SERVED 8AM - 11 AM

COUNTRY FRIED STEAK ***** \$17.95

10 oz. CFS serviced with your choice of eggs, hash browns & toast

BREAKFAST BURRITO ***** \$13.95

Scrambled eggs, cheese, tots, peppers, onions, ham, sausage, bacon wrapped in a tortilla shell covered in gravy

BETH bacon eggs toast hash browns ***** \$10.95

FRENCH TOAST WITH BACON OR SAUSAGE ***** \$10.95

BREAKFAST SANDWICH egg, cheese, sausage ***** \$ 5.00

BISCUITS & GRAVY *****WHOLE ORDER ***** \$ 7.00

HALF ORDER ***** \$ 5.00

SIDES

GRAVY ***** \$ 3.50

BACON OR SAUSAGE ***** \$ 3.50

EXTRA EGGS ***** \$ 1.50

MUFFINS ***** \$ 2.00

DRINKS

MILK, ORANGE JUICE, APPLE JUICE ***** \$ 3.25

Exhibit B - 13
OFF ROAD TRAILS & TREATS

OHV LANDING KITCHEN

LUNCH SERVED 11AM - 7 PM

BURGERS & SANDWICHES SERVED WITH FRIES, TOTS, POTATO OR MAC SALAD.

- CHEESEBURGER ***** \$10.95
BACON CHEESEBURGER ***** \$12.95
MUSHROOM SWISS BURGER ***** \$12.95
VEGGIE BURGER ***** \$12.95
PATTI MELT ***** ..\$11.25
GRILLED CHEESE ***** \$ 8.95
CLUB SANDWICH ***** \$13.95
CORN DOGS (2) & A DRINK ***** \$ 5.00
COD & FRIES ***** \$13.95

DINNER SERVED 3 PM - 7 PM

DINNER IS SERVED WITH MASHED POTATOS & VEGGIE

- COUNTRY FRIED STEAK 10 OZ. ***** \$17.95
HAMBURGER STEAK 8 OZ. ***** \$15.95

DRINKS & DESSERTS

- SODAS ** COKE, SPRITE, DIET COKE, ROOT BEER, DR PEPPER ***** \$ 1.50
MILK, APPLE JUICE, ORANGE JUICE ***** \$ 3.25
MILK SHAKE *****\$5.50 SMOOTHIES ***** \$ 4.25
Strawberry, peach, vanilla, chocolate, raspberry, (malt is \$1 extra)
LEMONADE ***** \$ 2.25 FLAVORED RASPBERRY OR PEACH***** \$ 3.25

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

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

To give the Board of Commissioners an update on State Homeland Security Grants that have been applied for.

2. FISCAL IMPACT:

None

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

None

Attach additional background documentation as needed.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
6e

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:

Date submitted to reviewers: 3/11/2022
Requested Agenda Date: 3/16/2022

(No acronyms please) Review Updated Finance Director Job Description

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

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 10 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

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

Reviewed By:

_____	Department Director	Required for all BOC meetings
<i>DATE</i>		
Darrell J Green	3/14/2022 Administrator	Required for all BOC meetings
	<i>DATE</i>	
_____	County Counsel	*Required for all legal documents
<i>DATE</i>		
_____	Finance Office	*Required for all contracts; other items as appropriate.
<i>DATE</i>		
_____	Human Resources	*If appropriate
<i>DATE</i>		

**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)

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

I have updated the Finance Director job description with the assistance of Roberta, Kate Knop, Lindsay Grogan. I also referred to a couple other county Finance Director job descriptions, Wasco and Jefferson County.

I am bringing this to Board of Commissioners for review, as the job description specifically designates the Finance Director as the County Accountant. ORS 210 County Accountants, does state the County Accountant does provide reports to the Board of Commissioners.

Other notable updates to the job description include 3-5 years government accounting experience versus 1-2, a Certified Public Finance Officer license was added with Certified Public Accountant, and Fiduciary responsibilities of the Morrow County retirement plans.

Lindsay and I are working on the JOBMeas for the updated job description.

2. FISCAL IMPACT:

None at this time

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

Motion to approve the updated Finance Director job description

Attach additional background documentation as needed.

JOB DESCRIPTION

Date Prepared: Revised October 2017

Position Title: Finance Director

Department: Finance

Supervisor: County Administrator

Position Overview: The Finance Director, under the limited supervision of the County Administrator, is responsible for the operation of the County Finance Department. This position is responsible for keeping accurate financial records, processing payroll, accounts payable, journal vouchers, budgeting, grant reporting, personnel service projections, fixed assets, year end closing, audit reports and support and a variety of other activities.

Resources Influenced: Entire County Budget

Annual Operating Budget:

Total Employees in your chain-of-command: 2

Reporting Positions: Accounting Clerk
Finance Management Assistant

Working Environment: The tasks and responsibilities are carried out in the Finance Department office in the Morrow County Bartholomew Building. Position has frequent deadline pressures and is responsible for accurately accounting for a multi-million dollar and complex County budget.

Qualifications:

1. Education - Bachelor of Science Degree in Accounting or similar field. CPA licensed in Oregon preferred.
2. Experience - One to two years municipal accounting experience.
3. Equipment used - Computer, copier, 10-key, phones, fax machine, and automobile.
4. Knowledge and skill to implement accepted public accounting principles and practices.
5. Skill and ability in learning and utilizing a variety of software programs.
6. Ability to learn, apply and develop procedures, systems and processes of the Morrow County Finance Department.
7. Skill in organizing work in order to meet deadlines.
8. Ability to exercise independent judgment.
9. Ability to read and understand financial statements of different types, includes problem solving and analytical skills.
10. Ability to learn functions of all other County departments.
11. Ability to learn and apply a variety of codes, rules and regulations for required reports to different agencies.
12. Skill in effectively using oral and written communication in the performance of duties and responsibilities.

13. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.
14. Must be bondable.

Essential Job Functions:

Physical:

1. Ability to lift up to 50 pound boxes of records.
2. Ability to safely operate an automobile.
3. Ability to keyboard frequently to constantly.
4. Ability to sit for extended periods of time.

Mental:

1. Able to handle stressful situations including frequent deadline pressures and frustrated employees.
2. Ability to perform math computations.
3. Ability to read and comprehend complex rules, regulations and technical manuals.
4. Ability to work independently with little or no supervision.
5. Ability to read, write and comprehend English in order to read rules and regulations and complete reports.
6. Regular and predictable attendance.

Job Duty Outline:

- I. Supervision of Finance Department
 - A. Supervising staff
 1. Planning and organizing assignments and work loads.
 2. Training.
 3. Reviewing work product on a daily basis.
 4. Conducting performance evaluations.
 5. Resolving work problems.
 6. Perform work of staff in their absence.
 - B. Oversight of departmental functions, including plan for the work to be done, assigning or executing the work and reviewing all the work done on:
 1. Accounts Payable
 2. Payroll
 3. Audit
 4. Budget
 5. Tax reporting
 6. Grant reporting
 7. Fixed Asset inventory
 8. Cost Accounting
 9. All other financial requirements
 10. Evaluating departmental revenues and expenditures and working with department heads to resolve noted problems.
 11. Monitoring cash level in individual funds (40+) and help make arrangements to cover expenses when needed.

12. Administration of the Morrow County Retirement Plan.
- C. Be aware of changes in laws affecting responsibilities of finance department. Includes a great deal of reading in areas of law such as:
 1. Wage & Hour
 2. GASB (Governmental Accounting Standards Board)
 3. Oregon Department of Revenue rules
 4. GAAP (Generally Accepted Accounting Principles)
 5. GAAS (Generally Accepted Auditing Standards)
 6. FASB (Financial Accounting Standards Boards)
 7. GAFR (Governmental Accounting, Auditing and Financial Reporting)
- II. Financial Accounting
 - A. Audit Assistance
 1. Work with auditors, attorneys and actuarial consultants to prepare spreadsheets, reports and reconciliations to facilitate the audit procedure
 2. Assist auditors by answering questions, locating documents, explaining transactions, referring to other departments
 - B. Computer Programs
 1. Monitor computer program to check for errors
 2. Work with programmers to resolve problems
 3. Implement procedures to prevent future errors
 - C. Work with a variety of departments to complete grant reports on an annual, quarterly or more frequent basis
 - D. Fixed Asset Inventory
 1. See that a physical inspection is conducted of all County offices to locate property stickers on all equipment, furniture, vehicles and other assets
 2. Reconcile to computer printout of previous year
 3. Account for differences (new, transferred, destroyed)
 4. Prepare spreadsheet for auditors and balance
 5. Report discrepancies
 6. Develop depreciation schedules for certain assets
- III. Budgeting
 - A. Prepare all wage scales and personal service projections, including changes in health insurance, retirement, worker's compensation insurance, salaries, etc.
 - B. Prepare or review spreadsheets required for budget preparation
 - C. Supervise input of data from all departments for budget
 - D. Prepare draft budget document for Budget Committee
 - E. Conduct Budget Committee meetings and make adjustments as decided by the Committee
 - F. Produce monthly Revenue/Expenditure Reports
 - G. Prepare Budget Resolutions or Supplemental Budgets required for budget changes throughout the fiscal year
 - H. Prepare year-end adjustment entries including: accounts receivable, accounts payable, interest, vacation accruals, etc.
 - I. Thorough knowledge of Oregon Budget Law.
- IV. Financial Analysis & Reporting

- V. Cost Accounting
 - A. Supervise the input of cost accounting data, including: employee time, employee overhead (benefits, taxes, etc.), equipment used, materials and supplies (culverts, hot mix, guard rail, paint, etc.), to achieve accurate project costs
 - B. Calculate correct overhead rates for every employee and adjust as needed
 - C. Calculate accurate rock rates for each quarry
 - D. Calculate accurate rates for each piece of equipment
 - E. Monitor accounts payable for entries into cost accounting program
 - F. Review reports for accuracy
- VI. Morrow County Retirement Plan
 - A. Provide broad oversight of the Retirement Plan and provide recommendations pertaining to contribution levels and structure of the plan.
 - B. Oversee the distribution of Retirement Plan information to current employees, past employees, and retirees.
 - C. Act as a liaison with contracted entities that manage or implement all or portions of the Retirement Plan.
- VII. Department Organization
 - A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.



MORROW COUNTY JOB DESCRIPTION

Date Prepared: 2017; Mar 2022

Position Title: Finance Director

Department: Finance

Supervisor: County Administrator

Class: Non Union; Salaried Exempt

Position Summary: The Finance Director, under the limited supervision of the County Administrator, will exercise a high degree of initiative, independence, professional expertise and supervisory skills in management, administration and supervision of the county's accounting system, budget preparation, property/liability insurance coverage, strategic financial planning, maintaining capital asset records, and grant administration. Responsible for municipal budgeting, accounting and finance and for performing complex and diverse activities involving organizational level initiatives, systems and performance. This position represents financial matters to the public, County Commissioners, County Administrator and other Elected Officials and Department Directors. This position works in conjunction with the Human Resources Director with union bargaining, compensation and internal policies. This position is responsible for keeping accurate financial records, accounts payable, journal vouchers, budgeting, grant reporting, personnel service projections, fixed assets, year-end closing, audit reports and support a variety of other activities. This position is designated as the County Accountant per ORS 210.

Supervisory Responsibilities: Two employees; Subject to change

Annual Operating Budget: ≈ \$68 million

Qualifications:

- Education: Bachelor of Science degree in Accounting, Finance, or similar field.
- Experience: Three to five years' government accounting experience.
- Prior supervisory and leadership experience or any combination of education and experience which provides the applicant with the desired skills, knowledge, and ability required to perform the job duties.
- License: Certified Public Finance Officer or Certified Public Accountant is preferred.

- License: Ability to obtain and maintain a valid Oregon driver's license and an acceptable driving record.
- Must be bondable and successfully pass a criminal history and personal finance/credit check.

Skills/Abilities:

- Thorough knowledge of Oregon Budget Law, Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), Generally Accepted Auditing Standards (GAAS), Financial Accounting Standards Board (FASB) and Governmental Accounting, Auditing and Financial Report (GAAFR).
- Advanced knowledge of internal control procedures, management information systems, and computerized financial applications.
- Excellent communication skills, both written and verbal.
- Strong computer software and hardware knowledge.
- This includes monitoring software system OpenGov for errors, working with programmers to resolve problems, and implement procedures to prevent future errors.
- Ability to learn, apply and develop procedures, systems and processes of the Finance Department.
- Ability to organize work in order to meet deadlines.
- Ability to develop leadership skills that foster team cooperation, define team roles and responsibilities, support group problem solving, ensure progress toward goals, and acknowledge team accomplishments.
- Ability to learn the functions of all other County departments; to learn and apply a variety of codes, rules and regulations for required reports to other agencies; to learn and implement County procedures, regulations and requirements with respect to procurement, budget, safety, operation and organization.
- Proficient with Microsoft Office, including Microsoft Excel, Outlook, Word, email, and other software applications as required.

Job Duties/Responsibilities:

- Provide excellent customer service to both internal and external customers.
- Leadership skills that develop and retain highly competent public service-oriented staff through selection, training, ongoing professional development, and day-to-day management practices, such as inspire and motivate others to perform well,

effectively influence actions and opinions of others, accept feedback from others, and give appropriate recognition of others.

- Oversight of departmental functions: accounts payable, audit, budget, tax reporting, grant reporting, fixed asset inventory, cost accounting, bank reconciliations, evaluate departmental revenues and expenditures and work with Department Directors to resolve problems, monitor cash levels in individual funds and adjust when needed. Prepares financial statements, writes adjusting journal entries. Assure internal controls are adequate to protect the County's assets.
- Audit Assistance: work with auditors, attorneys and actuarial consultants to facilitate the audit procedure. Ensure audit requirements are met and respond to audit findings and recommendations.
- Grant Reporting: Develop and maintain documentation for Federal and State Grant programs. Work with departments to complete grant reports on an annual, quarterly, or more frequent basis.
- Budget: Responsible for preparing and initiating the annual budget process for the County in conjunction with the County Commission and Administrator. Provides financial forecasting and long-range planning. Prepare the draft budget document for the Budget Committee. Conduct Budget Committee meetings and adjust information as decided by the Committee. Produce monthly revenue and expenditure reports as needed. Prepare budget transfer and supplemental resolutions as needed. Prepare year-end adjustment entries.
- Directs planning, organizing and maintenance of the central accounting system in a manner consistent with established account principles and practices.
- Manages the County's general ledger in compliance with the Oregon Revised Statutes regarding budget law.
- Administers the County's credit card program; keeps a list of employees with credit cards, obtains credit cards for new employees who are authorized to have credit cards, cancels credit cards issued to employees who leave County employment, and resolves disputes regarding employee credit cards.
- Administers various aspects of the County Insurance programs.
- Fiduciary responsibilities of the Morrow County retirement plans.
- Perform County Accountant duties and responsibilities as outlined in ORS 210.
- The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the salary range.
- Performs related duties as assigned to meet business needs.

Essential Job Functions:

Working Environment: The work environment characteristics described here are representative of those a Director encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate.

Physical:

- Ability to work at a computer screen for long periods of time, ability to sit, stand, read and have moderate, rapid finger, hand and arm movement for extended periods of time.
- The ability to walk on uneven surfaces and/or drive on rough terrain
- Other physical requirements include walking, bending, stooping, filing books on upper shelves, lifting heavy boxes and files up to 50 pounds occasionally.

Mental:

- This position is regularly required to use written and oral communication skills; observe and interpret situations; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform highly detailed work under challenging, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public.
- Ability to handle stressful situations when interacting with the public and/or County employees.
- Ability to maintain confidentiality.

ADA Statement:

Ability to perform the essential functions of this position with or without reasonable accommodation.

X

Signed and Reviewed

Date

2022 Committee & Board Assignments

Commissioner Melissa Lindsay

Airport Advisory Committee
Columbia River Enterprise Zone II Board – Alternate to
Comm. Doherty (Appt. 1-13-21, two-year term)
Community Action Program of East Central Oregon (CAPECO)
Community Renewable Energy Association – Alternate to
Comm. Russell
Court Security Committee
Eastern Oregon Jobs Council – Alternate to Comm. Russell
Eastern Oregon Workforce Investment Board – Alternate to
Comm. Russell
Local Public Safety Coordinating Council
Lower Umatilla Basin Groundwater Management Area
Military Economic Advisory Committee
Community Counseling Solutions Advisory Board
Morrow County Emergency Operations Center
Morrow County Government Command Center
Neighborhood Center of South Morrow County
Regional Solutions
Rodeo Committee
Willow Creek Valley Economic Development Group

Commissioner Don Russell

Airport Advisory Committee - Alternate to Comm. Lindsay
Board of Property Tax Appeals
Columbia Development Authority – Alternate to Comm. Doherty
(Appointed 1-20-21, four-year term)
Community Renewable Energy Association
Early Childhood Committee
Eastern Oregon Jobs Council
Eastern Oregon Workforce Board
Irrigon-Boardman Emergency Assistance Center
Local Community Advisory Council (Public Health)
Parks Committee
Port of Morrow Liaison
Regional Community Advisory Council (Public Health)
Solid Waste Advisory Committee

Chair Jim Doherty

Blues Intergovernmental Council (BIC)
Boardman Food Pantry
Columbia Development Authority (Appointed 1-20-21, four-year
term)
Columbia River Enterprise Zone II Board (Appointed 1-13-21,
two-year term)
Forest Collaborative
Morrow County Emergency Operations Center (Rotates to Chair)
Morrow County Government Command Team (Rotates to Chair)
National Association of Counties (NACo) Representative
NACo Western Interstate Region Representative
North East Area Commission on Transportation
Regional Travel Shed Analysis & Transit Development Analysis
The Loop –Morrow County Transportation Advisory Committees
Tourism Liaison
Wolf Depredation Advisory Committee

All Commissioners

Association of Oregon Counties
Boardman Chamber of Commerce
Boardman Community Development Association
Columbia River Enterprise Zone III Board
Eastern Oregon Counties Association
Heppner Chamber of Commerce
Ione Community Agri-Business Organization (ICABO)
Irrigon Chamber of Commerce
Local Emergency Planning Committee
Morrow County Budget Committee
Morrow County Fair Board
Morrow County Road Committee

69

Amazon Payment Amount \$11,545,618.52

CODE AREA 2504				
ID	DISTRICT NAME	Tax Rate	% of Rate	Dist Amount
101	MORROW COUNTY	4.1347	0.302680	\$3,494,628.15
516	UMA-MORROW RADIO DIST	0.1700	0.012445	\$143,683.17
617	HEALTH DIST	0.6050	0.044289	\$511,343.03
618	HEALTH DIST LOCAL OPTION	0.3900	0.028550	\$329,626.09
625	BOARDMAN PARK BOND	0.5170	0.037847	\$436,965.86
630	PORT OF MORROW	0.0841	0.006157	\$71,080.91
636	BOARDMAN RFD	0.7464	0.054640	\$630,853.62
642	BOARDMAN CEMETERY	0.0284	0.002079	\$24,003.54
647	BOARDMAN PARK	0.2989	0.021881	\$252,628.81
650	UNIFIED REC DISTRICT	0.4560	0.033381	\$385,408.96
652	MORROW SCHOOL	4.0342	0.295323	\$3,409,686.04
654	INTERMOUNTAIN ESD	0.6156	0.045065	\$520,302.10
658	BMCC	0.6611	0.048396	\$558,758.48
659	BMCC BOND	0.1978	0.014480	\$167,179.59
660	VECTOR CONTROL	0.1899	0.013902	\$160,502.55
661	VECTOR CONTROL LOCAL OPTION	0.1000	0.007320	\$84,519.51
663	OREGON TRAIL LIBRARY	0.2536	0.018565	\$214,341.48
691	BOARDMAN FIRE RESCUE DISTRICT BOND	0.1776	0.013001	\$150,106.65
Totals		13.6603	100%	\$11,545,618.52

		AMAZON					
		10,545,618.52	#	1.0000000			
101	General	-2,862,911.25	#	0.2714787	631	City of Boardman	\$200,000.00
211	MOCO School Dist	-25,578.59	#	0.0024255	632	City of Heppner	\$200,000.00
212	Ione School Dist	-19,075.87	#	0.0018089	633	City of Ione	\$200,000.00
214	Fair	-36,932.41	#	0.0035022	634	City of Irrigon	\$200,000.00
514	Ione SD Bond	-188,356.24	#	0.0178611	635	Town of Lexington	\$200,000.00
515	Boardman Urb Ren	-39,688.28	#	0.0037635			
516	Radio District	-135,727.24	#	0.0128705	Total To Cities		\$1,000,000.00
519	West Boardman URA	-39,674.71	#	0.0037622			
617	MOCO Health Dist	-657,983.10	#	0.0623940			
621	City of Board Bond	-316,665.63	#	0.0300282			
623	City of Irrigon Bond	-68,342.64	#	0.0064807			
624	Town of Lex Bond	-21,631.21	#	0.0020512			
626	MH Ombudsman	-19,644.71	#	0.0018628	Total Funds to Distribu		\$11,545,618.52
630	Port of Morrow	-76,366.50	#	0.0072415	Total to Cities		-\$1,000,000.00
636	Boardman Fire & Res	-411,707.24	#	0.0390406			
637	Board F&R Bond	-114,776.15	#	0.0108838			
638	Heppner RFPD	-38,365.40	#	0.0036380	Total To Other Dist		\$10,545,618.52
639	Irrigon RFPD	-53,419.00	#	0.0050655			
640	Ione RFPD	-65,917.74	#	0.0062507			
641	S Gilliam RFPD	-18,285.08	#	0.0017339			
642	Boardman Cemetery	-29,813.97	#	0.0028271			
643	Heppner Cemetery	-33,056.14	#	0.0031346			
644	Ione-Lex Cemetery	-36,596.45	#	0.0034703			
645	Irrigon Cemetery	-24,896.91	#	0.0023609			
646	Willow Creek Park	-68,133.77	#	0.0064609			
647	Boardman Park	-140,198.66	#	0.0132945			
648	Irrigon Park	-44,652.03	#	0.0042342			
649	Board Park Bond	-237,616.62	#	0.0225323			
650	MOCO Unif Rec Dist	-333,320.35	#	0.0316075			
651	Heppner Water Cont	-21,102.48	#	0.0020011			
652	MOCO School Dist	-2,545,582.79	#	0.2413877			
654	Intermountain ESD	-437,566.40	#	0.0414927			
658	BMCC	-468,554.08	#	0.0444312			
659	BMCC Bond	-158,963.72	#	0.0150739			
660	N Morrow Vector	-169,289.84	#	0.0160531			
662	Ione Library	-32,336.32	#	0.0030663			
663	OR Trail Library	-168,359.66	#	0.0159649			
666	State Fire Patrol	-70,433.13	#	0.0066789			
683	Pilot Rock RFPD	-18,772.42	#	0.0017801			
688	Ione School Dist	-238,677.79	#	0.0226329			
690	Heppner RFPD Bond	-26,495.88	#	0.0025125			
691	City of Heppner Bond	-30,150.20	#	0.0028590			
		-10,545,618.59	#	1.0000000			



Correspondence
City of Boardman

200 City Center Circle
P.O. Box 229
Boardman, OR 97818
Phone: (541) 481-9252
Fax: (541) 481-3244
TTY Relay 711
www.cityofboardman.com

PUBLIC NOTICE

The City of Boardman City Council will hold a Public Hearing Regarding an Appeal in regards to Zoning Permit #ZP21-066 on Thursday, March 24, 2022 at 7:00 PM

This meeting is available to the public using:
<https://zoom.us/j/2860039400>

The Boardman City Council will meet on March 24, 2022, to consider an appeal of the Planning Commission Decision to DENY appeal #LU22-001 in the matter of Zoning Permit #ZP21-066. Zoning Permit #ZP21-066 was issued to Umatilla Electric Coop and authorizes a 230 kV transmission line in the Service Center Zone. The decision was subject to the Boardman Development Code, Sections 2.2, 3.4 and 4.1. The subject property includes tax lots 3205 and 3302 of Assessor's Map 4N 25E 10. The application and related materials can be reviewed online or at Boardman City Hall. Copies are available at cost.

This hearing will be conducted in accordance with Boardman Development Code Section 4.1.500. Failure to raise an issue at the hearing either in person or in writing prohibits an appeal to the Land Use Board of Appeals on that basis. A copy of the staff report will be available in advance of the hearing. For more information, contact Carla McLane, Planning Official, at (541) 481-9252.

Notice to mortgagee, lienholder, vendor, or seller: The City of Boardman Development Code requires that if you receive this notice it shall be promptly forwarded to the purchaser.

POSTED: March 3, 2022
PUBLISHED: March 3, 2022



City of Boardman

200 City Center Circle
P.O. Box 229
Boardman, OR 97818
Phone: (541) 481-9252
Fax: (541) 481-3244
TTY Relay 711
www.cityofboardman.com

NOTICE OF DECISION

March 4, 2022

On March 1, 2022, the City of Boardman City Council did DENY appeal #LU21-005 and APPROVE Zoning Permit #ZP21-031 approving the installation of a 230kV transmission line on property currently described as Tax Lots 402 and 403 of Assessor's Map 4N 25E 11 and Tax Lots 3201, 3206, and 3300 of Map 4N 25E 10 in an area zoned Commercial/Service Center Subdistrict. Attached to this Notice of Decision is the City Council adopted Exhibit A.

If you do not agree with this decision appeal can be made to the Land Use Board of Appeals (LUBA) within 21 days of this Notice of Decision or March 25, 2022, based on Oregon Revised Statute 197.830.

Cordially,

Carla McLane
Planning Official

I hereby certify that I mailed this Notice of Decision to those entitled to receive it on Friday, March 4, 2022, by first class mail.

Jenn Rollins
City Recorder

3/4/2022
Date

Exhibit A
Findings

1. This matter came before the Boardman City Council on November 18, 2021, as an appeal from a Type III Planning Commission decision in File ZP21-031. In that decision, Planning Commission denied the appeals upholding the staff Type II decision which approved Umatilla Electric Cooperative's ("UEC") application to develop a 230kV electric utility line ("transmission line") that will be constructed, in part, on multiple parcels within the City of Boardman ("City" or "Boardman").
2. As described in the application, the proposed project is needed to reliably accommodate electrical growth in the Boardman area. The line will be rated 230kV and integrated into UEC's area grid. As further described in the application, UEC's electrical load in the Boardman area has grown from 62 MW in 2009 to 260 MW in 2019 with forecasted growth to be above 535 MW by the end of 2029. This growth is driving the need for additional transmission facilities. UEC obtained a Certificate of Public Convenience and Necessity for the transmission line from the Oregon Public Utility Commission.
3. The transmission line is proposed to eventually cross nine tax lots in the City. The Applicant previously obtained a Zoning Permit for two of those tax lots. The Applicant originally requested Zoning Permit approval for the other seven tax lots. The Applicant later withdrew its request for two of those tax lots #3205 and 3302 of Map 4N 25E 10 and the Application was processed for the remaining five tax lots: 402, 403 of Map 4N 25E 11, 3201, 3206, and 3300 of Map 4N 25E 10.
4. The subject property is located in the Commercial District/Service Center Subdistrict ("SC Zone"). As such, it is subject to the standards in BDC 2.2.200. Table 2.2.200.B lists "private utilities" as a permitted use in the zone.
5. On July 26, 2021, the City's Community Development Director issued a Notice of Decision approving the Zoning Permits.
6. On August 10, 2021, 1st John 2:17 LLC and Jonathan Tallman ("Appellants") appealed the decision to the Planning Commission.
7. On September 8, 2021, the Planning Commission held a *de novo* hearing to consider the appeal. The Planning Commission left the written record open: (1) until September 15th for all participants ("Open Record Period"); (2) until September 22nd to receive evidence and argument only for rebuttal purposes in response to evidence submitted during the Open Record Period; and (3) until September 29th for the Applicant to provide a final legal argument. The

Planning Commission received no testimony or evidence objecting to the hearing process or the manner in which the record was left open.

8. Each of the subject tax lots are commercially zoned and are in the SC Zone, a subdistrict of the Commercial District.
9. The proposed electrical transmission line is an outright permitted use in the SC Zone. BDC 2.2.200(B) states that "the land uses listed in Table 2.2.200B are permitted in the Service Center Sub District, subject to the provisions of this Chapter." Table 2.2.200(B)2.b lists the following as an outright permitted use: "Private utilities (e.g. natural gas, electricity, telephone, cable and similar facilities)." Where a use listed in Table 2.2.200B is subject to any additional standards beyond those in BDC Chapter 2.2.200, the table notes which additional standards apply. For private utilities, no additional standards are listed.
10. The City Council finds that UEC is a private utility that provides electrical service. The record demonstrates UEC is a private cooperative organized under ORS Chapter 62 and is registered as such with the Oregon Secretary of State.
11. The Planning Commission received testimony that UEC is not a private utility for purposes of BCC 2.2.200, either because it is a "public utility" as defined by ORS 757.005, or because it is not the type of "private utility" contemplated by the Code. The Planning Commission finds that the statutory definition of "public utility" in ORS 757.005 does not include cooperatives like UEC because they are expressly excluded from the definition under ORS 757.006. The Planning Commission also finds that the Code does not distinguish between "types" of private utilities and that all "Private utilities (e.g. natural gas, electricity, telephone, cable and similar facilities)" are allowed by right in the SC Zone.
12. Based on the figures and other information in the record provided by the Applicant, the transmission line satisfies applicable development standards for an electric utility in the SC Zone. Under BDC 2.2.200(B), a land use that is listed in Table 2.2.200.B, including public utility facilities, are subject to the standards in Chapter 2.2. Further, BDC 2.2.200(A) states that "[t]he base standards of the Commercial District apply, except as modified by the standards of this Sub District."
13. The City Council finds that most of the standards in BDC Chapter 2.2 and the base standards of the Commercial District by their terms do not apply to the proposed transmission lines. To the extent the standards apply, the standards are met as described below.
14. Appellants argue that the standards in BDC 2.2.150(B)(1) ("Design of Buildings and Developments") are not satisfied. However, BDC 2.2.150(A) lists the types of developments to

which BDC 2.2.150(B)(1) applies. Those developments include only “commercial buildings”, “public and Institutional buildings”, and “mixed use buildings.” No portion of the transmission line in the City includes a commercial, public or institutional building. Although the Code does not define “building”, BDC 2.2.150(B) describes a “building” as measured by “enclosed floor area.” The only structures that are part of the transmission line are the utility poles. Because utility poles do not include an enclosed floor area, they are not considered a “building for purposes of BDC 2.2.150. Therefore, BDC 2.2.150(B)(1) does not apply.

15. Appellants identified BDC 2.2.140(A) (“Maximum Height”) as not being satisfied. That Code provision regulates building height. As noted in the previous finding, no portion of the transmission line in the City includes a building. Although the Code does not define “building”, BDC 2.2.140 states that “building height is measured as the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof.” Utility line poles do not contain a flat roof, mansard roof, or hipped roof. There is therefore no “building height” that can be measured in this context and BDC 2.2.140(A) therefore does not apply.
16. The City Council further finds that none of the development standards in BDC 2.2.120 (“Building Setbacks”), 2.2.130 (“Lot Coverage”), or 2.2.160 (“Pedestrian Amenities”) apply to the development of an electrical transmission line by their terms.
17. BDC Chapter 3.4 contains additional development standards, some of which apply to utilities. Based on the figures and other information in the record provided by the Applicant, the Planning Commission finds that the development standards in BDC Chapter 3.4 either do not apply by their terms to an electrical transmission line or, where they do apply, they are met. Only the specific development standards in dispute in this proceeding are addressed further below.
18. Appellants identified BDC 3.4.100(A) (“Development Standards”) as not being satisfied. BDC 3.4.100(A) imposes certain transportation standards. The only standard in BDC 3.4.100(A) that potentially applies to the proposed transmission line is the requirement that all development must have frontage or approved access to a public street. Here, the proposed development is a linear electric utility line that does not involve a transportation component. Moreover, the City Council finds that the proposed development has approved access to a street. The Applicant submitted easement documents demonstrating its right to access each easement area from the underlying parcel, each of which has access to a street. Further, the transmission line will result

in a continuous corridor that can be accessed from multiple streets. Accordingly, BDC 3.4.100(A) is satisfied.

19. The Appellants raise certain procedural issues with respect to staff's initial approval of the Zoning Permits, for example the adequacy of the notice of the decision and the review of the Application using Site Design Review standards in BDC Chapter 4.2. The Applicant submitted materials showing the extent of the development on each tax lot. The Planning Commission also held a *de novo* hearing, with an extended record period, allowing participants to review and comment on the proposal. Without determining whether Site Design Review is even required in this instance, the City Council finds that the criteria for Site Design Review have been satisfied. The materials submitted by the Applicant were sufficient to conduct Site Design Review, and the applicable criteria in BDC 4.2.600 are satisfied because, as explained in other findings, the transmission line satisfies all applicable development standards in BDC Chapter 2 relating to the SC Zone and BDC Chapter 3 relating to utilities.
20. The Appellants presented several arguments to the Planning Commission relating to the approval of a road as part of the Zoning Permit. UEC's application does not propose a road and the Zoning Permit determines only whether the transmission line is an allowed use. Therefore, these arguments have no bearing on the Planning Commission's decision.
21. Appellants make several arguments based on the assertion that, because UEC will need to obtain a Zoning Permit on two tax parcels owned by Appellants to complete the transmission line, that the transmission line is not a line at all because it is not capable of transmitting electricity until the entire line is constructed. The Planning Commission and City Council rejects this argument. There simply is no Code provision that requires all permits for a proposed linear facility to be obtained at the same time. Instead, the Zoning Permit is used to determine whether the proposed use is allowed, and under what conditions, on the subject property. As proposed, UEC would construct the transmission line on the tax lots that are the subject of this application, each of which allow a "private utility" as a permitted use. Further, there is evidence in the record that UEC is in the process of acquiring the remaining two parcels for the proposed use and the Code does not prohibit UEC from seeking a Zoning Permit for the parcels to which it has already acquired a right while it continues its efforts to acquire rights to the remaining parcels.
22. Finally, Appellants assert that the transmission line as proposed is not allowed because it is not underground. Appellants' argument is not based on the Boardman Development Code and, instead, is based on Boardman Municipal Code ("BMC") chapter 13.12, which is referred to as

the Underground Wiring Control District. The City Council finds that BMC 13.12 is not part of the City's land use regulations and therefore do not provide approval criteria for this land use application.

23. Moreover, even if BMC 13.12 applies to this application, the City Council finds that the Underground Wiring Control District governs only those wires that are in public rights of way. BMC 13.12.030, the provision that prohibits overhead wires, expressly states: "It is unlawful for any person to erect, construct or maintain on or over the surface of any of the streets in the underground wiring control district any wires . . . on, through, or by means of which electric current is transmitted or used. . . ." Because this language regulates only utility lines in streets, it does not apply to private property away from streets. In contrast, the BDC does contain a provision regulating utilities on private property and requires some utilities to be underground, but those provisions apply only to subdivisions and are not applicable here.
24. Finally, even if the Underground Wiring Control District is relevant to the application, there is an express exemption that allows UEC's transmission line to be constructed above ground. Specifically, BMC 13.12.130(E) states that the underground requirements do not apply to "feeder lines" which are defined as a line "that serves the system but not a specific customer." The record demonstrates that the proposed transmission line is part of a system improvement that is designed to serve the overall system and "not a specific customer." Accordingly, the provisions of BMC 13.12 do not apply.
25. Based on the information in the record and the findings set forth above, the appeal of the staff decision in ZP21-031 is denied and the Zoning Permits for tax lots 402, 403 of Map 4N 25E 11 and 3201, 3206, and 3300 of map 4N 25E 10 in the SC Zone are approved.
26. On October 14, 2021, The City received an appeal application, for ZP21-031, to the City Council from Kelly Doherty.
27. On October 21, 2021, public notice was posted on line, on the property and mailed to all interested parties and adjacent property owners exceeding the 20 days before the hearing.
28. On October 23, 2021, public notice was published in the East Oregonian newspaper, exceeding the required 20 days-notice requirement.
29. No other person of standing commented before the October 28, 2021, deadline.
30. On November 18, 2021, the Boardman City Council approved the application based on adopted Findings of Fact that demonstrate the application complies with the applicable criteria. The City Council's decision was appealed to the Land Use Board of Appeals on December 23, 2021.

31. After further reviewing the decision, it was determined that several of the Findings of Fact included an incorrect legal description of the subject property.
32. Accordingly, on January 10, 2022, the City withdrew the decision for reconsideration on LU 21-005 to revise the Findings of Fact to consistently and correctly identify the legal description of the property.
33. On January 21, 2022, Public notice was sent via mail, posted on the properties, and posted on the City's website for the Council reconsideration of the Findings of Fact.
34. On January 22, 2022, Public notice was published in the East Oregonian newspaper for the Council reconsideration of the Findings of Fact.



City of Boardman

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NOTICE OF DECISION

February 25, 2022

On February 24, 2022, the City of Boardman Planning Commission did DENY appeal #LU-001 and APPROVE Zoning Permit #ZP21-066 approving the installation of a 230kV transmission line on property currently described as Tax Lots 3205 and 3302 of Assessor's Map 4N 25E 10 in an area zoned Commercial/Service Center Subdistrict. Attached to this Notice of Decision is the Planning Commission decision document that includes the adopted Exhibit A.

Based on the Boardman Development Code 4.1.400(G) Appeal, those who participated in the proceeding have the right to appeal, specifically the applicant and those who participated in the proceeding by submitting written comments. An appeal must be submitted to the City Manager within 21 days of this Notice of Decision being mailed which will occur on Monday, February 28, 2022. Any appeal must be submitted by close of business on Monday, March 21, 2022, on forms provided by the City and pay the required fee.

Cordially,



Carla McLane
Planning Official

I hereby certify that I mailed this Notice of Decision to those entitled to receive it on Monday, February 28, 2022, by first class mail.

 2/28/2022
Jenn Rollins
City Recorder

Date

**CITY OF BOARDMAN
PLANNING COMMISSION**

A DECISION TO DENY APPEAL LU22-001 AND APPROVE ZONING PERMIT ZP21-066

WHEREAS, the City has an adopted Comprehensive Plan and Development Code; and

WHEREAS, the City received an application for a transmission line from Umatilla Electric Cooperative (UEC or Applicant) on November 2, 2021; and

WHEREAS, the City issued a Notice of Decision for that application on December 22, 2021; and

WHEREAS, the City received an appeal from 1st John 217 LLC and Jonathan Tallman on January 5, 2022; and

WHEREAS, the City Planning Commission held a *de novo* hearing to consider the appeal on February 2, 2022, accepting evidence and testimony from the applicant, appellant Jonathan Tallman, the appellant's attorney Sarah Mitchell, and Kelly Doherty as an interested party; and

WHEREAS, the City Planning Commission closed the hearing to additional oral testimony and held the record open for an extended period to receive additional testimony and evidence; and


WHEREAS, the City Planning Commission continued the hearing to February 24, 2022, to consider the additional information and to deliberate; and

WHEREAS, the City Planning Commission considered the evidence and testimony in the record .

THEREFORE, BE IT DETERMINED, that the City of Boardman Planning Commission determined to DENY appeal LU22-01 and APPROVE Zoning Permit ZP21-066, adopting the Findings attached as Exhibit A.

Dated this 24th day of February, 2022.

**CITY OF BOARDMAN
PLANNING COMMISSION**


Chair – Jacob Cain

ATTEST:



Jenn Rollins – City Recorder

Exhibit A

Findings

1. This matter came before the Planning Commission as an appeal of File ZP21-066. In that file, the Applicant, Umatilla Electric Cooperative, sought and received a Zoning Permit related to the development of an electric utility line ("transmission line") that will be constructed, in part, on multiple parcels within the City of Boardman ("City" or "Boardman").
2. As described in the Application, the proposed project is needed to reliably accommodate electrical growth in the Boardman area. This line will be rated 230kV and integrated into the area grid. UEC's electrical load in the Boardman area has grown from 62 MW in 2009 to 260 MW in 2019 with forecasted growth to be above 535 MW by the end of 2029. This growth is driving the need for transmission system additions. UEC has obtained a Certificate of Public Convenience and Necessity for the transmission line from the Oregon Public Utility Commission.
3. The Boardman Development Code ("BDC" of "Code") does not contain any criteria specific to a Zoning Permit and the sole analysis required is to determine the appropriate zoning classification for the particular use by applying criteria or performance standards defining the uses permitted within the applicable zone.
4. The transmission line is proposed to eventually cross nine tax lots in the City. The Applicant previously obtained a Zoning Permit for seven of those tax lots. The Application was processed for the remaining two tax lots: Lots 3205 and 3302 (4N25E10) (the "Subject Properties").
5. The Applicant submitted the Application on November 2, 2021.
6. The City's Community Development Director ("Staff") deemed the Application complete on November 3, 2021.
7. On December 22, 2021, Staff issued a Notice of Decision approving the requested Zoning Permit ("Decision").
8. On January 5, 2022, 1st John 2:17 LLC and Jonathan Tallman ("Appellants") appealed the Decision to the Planning Commission.
9. On February 2, 2022, the Planning Commission held a *de novo* hearing to consider the appeal. The Planning Commission left the written record open: (1) until February 9th for all participants ("Open Record Period"); (2) until February 16th to receive evidence and argument only for rebuttal purposes in response to evidence submitted during the Open Record Period; and (3) until February 23rd for the Applicant to provide a final legal argument. The Planning Commission received no objections to the hearing process or the manner in which the record was left open.
10. As described in these Findings, and based on the record in this matter, the Planning Commission approves the Application for the requested Zoning Permits and, therefore, denies the appeal.
11. The Subject Properties are commercially zoned and are in the Service Center Subdistrict ("SC Zone"), a subdistrict of the Commercial District.
12. An electrical line like the transmission line is an outright permitted use in the SC Zone. BDC 2.2.200(B) states that "the land uses listed in Table 2.2.200B are permitted in the Service Center Sub District, subject to the provisions of this Chapter." Section 2.b of that table, in turn, lists the following as an outright permitted use: "Private utilities (e.g. natural gas, electricity, telephone, cable and similar facilities)." Where a use listed in Table 2.2.200B is subject to any additional

standards beyond those in BDC Chapter 2.2.200, the table notes which additional standards apply. For private utilities, no additional standards are listed.

13. UEC is a private utility providing electricity. The record demonstrates UEC is a private cooperative organized under ORS Chapter 62. UEC is registered as such with the Oregon Secretary of State.
14. The Planning Commission received testimony making various arguments that UEC is not a private utility for purposes of BCC 2.2.200, because it is not the type of "private utility" contemplated by the Code. The Planning Commission finds that the Code does not distinguish between "types" of private utilities and that all "Private utilities (e.g. natural gas, electricity, telephone, cable and similar facilities)" are allowed by right in the SC Zone.
15. Based on the figures and other information provided by the Applicant, the transmission line satisfies applicable development standards for an electric utility in the SC Zone. BDC 2.2.200(B) allows the transmission line subject only "to the provisions of this Chapter." BDC 2.2.200(A), in turn, states that "[t]he base standards of the Commercial District apply, except as modified by the standards of this Sub District."
16. BDC Chapter 2.2 and the base standards of the Commercial District contain very few development standards that potentially apply to transmission lines.
 - a. BDC 2.2.120. Setbacks.
 - C. Front yard setbacks. There is not a minimum or maximum front yard setback in the C-SC zone.
 - D. Rear yard setbacks. The rear yard setback is zero (0) for street access lots. Tax lots 3302 and 3305 have street access. Therefore, the required setback is zero.
 - E. Side yard setbacks. There is not minimum side yard setback.
 - b. BDC 2.2.130 Lot Coverage. There is no minimum or maximum lot coverage requirement.
 - c. BDC 2.2.140. Building height. This section establishes a maximum "building" height. The proposed structures are not "buildings," therefore this criterion does not apply.
 - d. BDC 2.2.150 Design Standards. This section establishes design standards for "buildings." The proposed structures are not "buildings," therefore this criterion does not apply.
 - e. BDC 2.2.160 Pedestrian amenities. This section applies to an application for a public or institutional building, three or more townhomes, duplex or triplex development, multi-family housing, or a commercial or mixed use building. Because the proposed transmission line and towers are not one of the listed development types, this section does not apply.
 - f. The Community Development Director finds that there are no other standards in the base zone (BDC Chapter 2.2) that apply to the proposed transmission line. Accordingly, the proposed use complies with the base zone standards

17. Appellants identified BDC 2.2.150(B)(1) as not being satisfied. However, BDC 2.2.150(A) lists the types of developments to which BDC 2.2.150(B)(1) applies. Those developments include only "commercial buildings", "public and institutional buildings", and "mixed use buildings." No portion of the transmission line in the City includes a building. Although the Code does not distinctly define "building", as described in other portions of BDC 2.2.150(B) buildings are measured with respect to "enclosed floor area." The only structures that are part of the transmission line are the utility poles. Utility poles do not include an enclosed floor area and, therefore, are not a building for purposes of this Code provision. BDC 2.2.150(B)(1) is therefore not applicable.
18. Appellants identified BDC 2.2.140(A) as not being satisfied. That Code provision regulates building height. As noted in the previous finding, no portion of the transmission line in the City includes a building. Although the Code does not distinctly define "building", BDC 2.2.140 states "Building height is measured as the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof." Utility line poles do not contain a flat roof, mansard roof, or hipped roof. There is therefore no "building height" that can be measured in this context and BDC 2.2.140(A) is therefore not applicable.
19. BDC Chapter 3.4 contains additional development standards, some of which apply to utilities. Based on the figures and other information provided by the Applicant, the transmission line satisfies applicable development standards in BDC Chapter 3.4. Only the specific development standards in dispute in this proceeding are addressed further below.
20. Appellants identified BDC 3.4.100(A) as not being satisfied. That Code provision imposes certain transportation standards. The only standard in that Code provision potentially applicable to the transmission line is that all development must have frontage or approved access to a public street. Applicant's development is a utility use that does not involve a transportation component. Without addressing whether this Code provision even applies, the Planning Commission finds that the Applicant's development has approved access to a street. The Applicant submitted easement documents demonstrating its right to access each easement area from the underlying parcel, which have access to a street. Further, the transmission line will result in a continuous corridor that can be accessed from multiple streets. This Code provision has therefore been satisfied.
21. The Appellants raise certain procedural issues with respect to the initial approval of the Zoning Permits, for example the adequacy of the notice of the decision and the review of the Application using Site Design Review standards in BDC Chapter 4.2. The Applicant submitted materials showing the extent of the transmission line on the Subject Properties. The Planning Commission also held a *de novo* hearing, with an extended record period, allowing participants to review and comment on the proposal. Without determining whether Site Design Review is even required in this instance, the Planning Commission finds that the criteria for Site Design Review have been satisfied. The materials submitted by the Applicant were sufficient to conduct Site Design Review, and the applicable criteria in BDC 4.2.600 are satisfied because, as explained in other findings, the transmission line satisfies all applicable development standards in BDC Chapter 2 relating to the SC Zone and BDC Chapter 3 relating to utilities.
22. The Planning Commission further finds that the items required by BDC 4.2.500(B), by its terms, are required only when the City Manager, or the City Manager's delegee, determines such items

are necessary to perform Site Design Review. Any omission of such items, on its own, is not sufficient to deny an application based on the Site Design Review criteria if other information in the record is sufficient to conduct Site Design Review.

23. Appellants assert that the transmission line as proposed is not allowed because it is not underground. Appellants' argument is not based on the Boardman Development Code and, instead, is based on Boardman Municipal Code ("BMC") chapter 13.12, which is referred to as the Underground Wiring Control District.
24. The Underground Wiring Control District governs only those wires that are in public rights of way. BMC 13.12.030, the provision that prohibits overhead wires, expressly states: "It is unlawful for any person to erect, construct or maintain on or over the surface of any of the streets in the underground wiring control district any wires . . . on, through, or by means of which electric current is transmitted or used. . . ." Because this language regulates only utility lines in streets, it does not apply to private property away from streets and, therefore, does not apply to the Subject Properties. In contrast, the BDC does contain a provision regulating utilities on private property and requires some utilities to be underground, but those provisions apply only to subdivisions and are not applicable here.
25. Even if the Underground Wiring Control District were relevant to the Application, there is an express exemption that allows UEC's transmission line to be constructed above ground. Specifically, BMC 13.12.130(E) states that the underground requirements do not apply to "feeder lines" which are defined as a line "that serves the system but not a specific customer." The record indicates that the transmission line is part of a system improvement and is not a line that serves only a specific customer. This exemption from the undergrounding requirement therefore applies to the transmission line and does not prevent approval of the Zoning Permits.
26. Appellants assert that the City cannot process the Application in this proceeding because the Applicant did not obtain separate "authorization" from the underlying property owner as required by BDC 4.1.700(D). The Planning Commission finds that, based on the record before it, the Applicant had sufficient authorization to file the Application. The Applicant obtained a court order granting it full use of an easement to construct the transmission line. The Applicant obtained that order over the objection of the underlying property owner. After that court order was issued, however, the underlying property owner accepted the Applicant's use of the easement by requesting and receiving compensation for the easement. In these circumstances, the Planning Commission deems such actions to be the "authorization" required by the Code.
27. In the alternative, the Planning Commission finds that the Code is ambiguous and requires interpretation. The most reasonable interpretation of the Code is that an application can be submitted by the owner of a property interest that is subject to the land use application as long as that ownership interest is a matter of record. Such an interpretation is consistent with the language of the Code. Further, any contrary interpretation that prevents the Applicant from exercising its statutory right of condemnation is unreasonable, because such an interpretation would serve to repeal a state statute granting those condemnation rights.
28. Under the circumstances of this application, state law prohibits the City from interpreting the term "owner" in BDC 4.1.700(D) to exclude an entity that has eminent domain authority and has been granted possession of the property by a court. In *Schrock Farms, LLC v. Linn County*, 142 Or App 1 (1996) the Oregon Department of Transportation ("ODOT") filed a condemnation action in circuit court to obtain a right-of-way across Schrock Farm's property. The court awarded

ODOT immediate possession of the property, although the case was not complete and ODOT had not taken title when it applied to the county for a zoning permit. Like BDC 4.1.700(D)(1), the Linn County code required a land use application to be filed by the "owner" of the property and Schrock Farms objected to the application because ODOT was not the "owner" of the property. The county approved the permit and Schrock Farms appealed, arguing that because ODOT was not the owner, the county could not approve the permit. The court of appeals rejected the argument:

[Schrock Farms] asserts that ODOT is not an "owner," within the meaning of those [code] provisions, because it has not yet obtained title through a final judgment in the condemnation action.

[Schrock Farms' argument] fails for two reasons. First, the county governing body considered the local provisions and concluded that ODOT had the requisite equitable interest under them to apply for the land use decisions in question. Petitioners do not cite ORS 197.829(1) or related case law, much less demonstrate that we are not required to defer to the governing body's interpretation under that authority.

Second, even if the local provisions by their terms could be read to prevent ODOT from making the applications as petitioners assert, the effect would be that ODOT could not gain the necessary approvals to put the property to a public use until it had already acquired the property through a judgment in the condemnation proceeding. ODOT argues that the resulting Catch-22 situation would effectively nullify significant aspects of the state condemnation statutes, e.g., ORS 35.265, and a "county ordinance should not be read to repeal a state law." We agree. In addition to being nonreversible under ORS 197.829, the county's understanding of its ordinance is the only plausible one under the circumstances.

29. There are two things to note in the court's discussion. First, the county interpreted the term "owner" in its code to include a condemning authority such as ODOT. Schrock Farms objected but the court deferred to the county board's interpretation of its own code. (Under ORS 197.829 and *Siporen v. City of Medford*, 349 Or. 247 (2010), LUBA and the courts are required to defer to a local government's interpretation of its own code provided it is "plausible.") Second, the court concluded that interpreting the term "owner" to mean the only owner of fee title would undermine ("nullify") the condemnation statutes. Again, if a condemning authority cannot get the land use permits, it would never be able to use the property once acquired through condemnation. Ultimately, "a county ordinance should not be read to repeal a state law" and the local code has to give way to the state statutes.
30. The same situation applies here. If UEC cannot obtain the zoning permit for the proposed electrical facilities, then it cannot complete its acquisition through condemnation, which would effectively nullify the condemnation statutes. Appellants assert that because ODOT was seeking fee title whereas UEC is only seeking an easement, that *Schrock Farms* does not apply. However, the result is the same in either case -- denying an entity that has condemnation authority like UEC the ability to obtain a necessary development permit would "nullify" the condemnation

statutes (and court order) and the City's Code cannot be interpreted in a way that would repeal state law. Accordingly, the Planning Commission interprets the term "a record owner" in BDC 4.1.700(D)(1) to include an entity with condemnation authority such as UEC that can show it has an equitable interest in the property. Because the record includes a copy of the court order granting UEC possession of the property, we conclude that it is "a record owner" for purposes of BDC 4.1.700(D)(1). For these reasons, the Application complies with BDC 4.1.700.D.

31. Based on the foregoing and the information in the record, the Zoning Permits for the Subject Properties in the SC Zone are approved.